



**Contract Agreement Between**

**Illinois Council of Police**

**Chapter of Campus and Public Safety Sworn  
Patrol Officers**

**and**

**Illinois Community College Board**

**District 515**

**July 1, 2023 – June 30, 2027**

## TABLE OF CONTENTS

|   |           |
|---|-----------|
| <b>AGREEMENT</b> .....  | <b>5</b>  |
| <b>PREAMBLE</b> .....   | <b>5</b>  |
| <b>ARTICLE I - RECOGNITION</b> .....                                      | <b>5</b>  |
| SECTION 1.1    RECOGNITION.....   | 5         |
| <b>ARTICLE II - DEFINITIONS</b> .....                                     | <b>5</b>  |
| SECTION 2.1    BARGAINING UNIT MEMBER.....                                | 5         |
| SECTION 2.2    UNION.....   | 6         |
| SECTION 2.3    GENDER OF WORDS.....                                       | 6         |
| SECTION 2.4    MEETING WITH OTHER ORGANIZATIONS.....                      | 6         |
| <b>ARTICLE III - MANAGEMENT RIGHTS</b> .....                              | <b>7</b>  |
| <b>ARTICLE IV - UNION RIGHTS</b> .....                                    | <b>8</b>  |
| SECTION 4.1    NON-DISCRIMINATION.....                                    | 8         |
| SECTION 4.1A    FREEDOM FROM HARASSMENT AND HOSTILE WORK ENVIRONMENT..... | 8         |
| SECTION 4.1B    UNION MAILBOX AND USE OF COLLEGE MAIL SYSTEM.....         | 8         |
| SECTION 4.2    DUES CHECK-OFF.....  | 8         |
| SECTION 4.3    REINSTATEMENT OF EMPLOYEES ON DUES CHECK-OFF.....          | 9         |
| SECTION 4.4    BOARD MEETINGS.....  | 9         |
| SECTION 4.5    MEETINGS WITH THE PRESIDENT.....                           | 9         |
| SECTION 4.6    INFORMATION TO THE UNION.....                              | 9         |
| SECTION 4.7    UNION EXCLUSIVITY.....                                     | 9         |
| SECTION 4.8    UNION MEETINGS/USE OF FACILITIES AND EQUIPMENT.....        | 10        |
| SECTION 4.9    PUBLIC RECORDS.....  | 10        |
| SECTION 4.10    POLYGRAPH EXAMINATION.....                                | 10        |
| SECTION 4.11    RELEASE TIME.....   | 10        |
| SECTION 4.12    USE OF SECURITY CAMERAS.....                              | 10        |
| SECTION 4.13    PRINTING OF AGREEMENT.....                                | 11        |
| SECTION 4.14    BULLETIN BOARD.....                                       | 11        |
| SECTION 4.15    MAINTENANCE OF STANDARDS.....                             | 11        |
| <b>ARTICLE V - HOURS OF WORK</b> .....                                    | <b>11</b> |
| SECTION 5.1    HOURS OF WORK.....   | 11        |
| SECTION 5.2    EMERGENCY CLOSINGS.....                                    | 12        |
| SECTION 5.3    CALLING OFF POLICIES.....                                  | 12        |
| SECTION 5.4    SCHEDULING POLICIES.....                                   | 12        |
| <b>ARTICLE VI - OVERTIME/COMPENSATORY TIME/SHIFT DIFFERENTIAL</b> .....   | <b>13</b> |
| SECTION 6.1    OVERTIME.....  | 13        |
| SECTION 6.2    COMPENSATORY TIME.....                                     | 16        |
| <b>ARTICLE VII - BENEFITS</b> .....                                       | <b>17</b> |
| SECTION 7.1    LIFE INSURANCE.....  | 17        |
| SECTION 7.2    HEALTH INSURANCE.....                                      | 17        |



|  |  |           |
|--|--|-----------|
| SECTION 7.2.5  | IRS SECTION 125 .....  | 18        |
| SECTION 7.3  | SICK LEAVE BANK .....  | 18        |
| SECTION 7.4  | CREDIT UNION .....   | 19        |
| SECTION 7.5  | PAY PERIOD AND PAYROLL ERRORS .....                              | 19        |
| SECTION 7.6  | PENSION .....  | 19        |
| SECTION 7.7  | RETIREMENT.....  | 20        |
| SECTION 7.8  | EDUCATIONAL BENEFITS.....  | 20        |
| SECTION 7.9  | ILLINOIS CERTIFICATION .....                                     | 22        |
| SECTION 7.10   | PROFESSIONAL DEVELOPMENT AND POLICE TRAINING .....               | 22        |
| SECTION 7.11   | STIPENDS FOR DEGREES .....                                       | 22        |
| SECTION 7.12   | POLICE AND CAMPUS SAFETY EMPLOYEE LIABILITY INDEMNIFICATION..... | 23        |
| <b>ARTICLE VIII - HOLIDAYS .....</b>                 |  | <b>23</b> |
| <b>ARTICLE IX - VACATION.....</b>                    |  | <b>24</b> |
| <b>ARTICLE X - LEAVES OF ABSENCE .....</b>           |  | <b>25</b> |
| SECTION 10.1   | SENIORITY AND BENEFIT ACCRUAL.....                               | 25        |
| SECTION 10.2   | INSURANCE COVERAGE .....   | 26        |
| SECTION 10.3   | RETURN FROM LEAVE .....  | 26        |
| SECTION 10.4   | PERSONAL LEAVE .....   | 26        |
| SECTION 10.5   | LEAVES OF ABSENCE.....   | 26        |
| SECTION 10.6   | SICK LEAVE.....  | 26        |
| SECTION 10.7   | BEREAVEMENT.....   | 27        |
| SECTION 10.8   | JURY DUTY .....  | 28        |
| SECTION 10.9   | FMLA LEAVE OF ABSENCE .....                                      | 28        |
| SECTION 10.10  | DISABILITY/MEDICAL LEAVE .....                                   | 28        |
| SECTION 10.11  | MILITARY LEAVE REGULAR AND RESERVE FORCES.....                   | 29        |
| <b>ARTICLE XI - WORKING CONDITIONS .....</b>         |  | <b>29</b> |
| SECTION 11.1   | OFFICE AUTOMATION AND REORGANIZATION .....                       | 29        |
| SECTION 11.2   | HEALTH AND SAFETY .....  | 29        |
| SECTION 11.3   | UNIFORMS AND EQUIPMENT .....                                     | 30        |
| <b>ARTICLE XII - NEW CLASSIFICATIONS .....</b>       |  | <b>31</b> |
| <b>ARTICLE XIII - VACANCIES .....</b>                |  | <b>31</b> |
| SECTION 13.1   | PROCEDURES .....   | 31        |
| SECTION 13.2   | SALARY STRUCTURE .....   | 32        |
| SECTION 13.3   | FITNESS FOR DUTY.....  | 34        |
| <b>ARTICLE XIV - HIRING/PROBATIONARY PERIOD.....</b> |  | <b>35</b> |
| <b>ARTICLE XV - DRUG FREE WORKPLACE OPEN.....</b>    |  | <b>36</b> |
| <b>ARTICLE XVI - PROMOTIONS.....</b>                 |  | <b>36</b> |
| SECTION 16.1   | GOALS.....   | 36        |
| SECTION 16.2   | PARTICIPANTS.....  | 37        |
| SECTION 16.3   | SENIORITY.....   | 37        |

|  |           |
|--|-----------|
| <b>ARTICLE XVII - TRANSFERS</b> .....                        | <b>37</b> |
| <b>ARTICLE XVIII - SEVERANCE PAY</b> .....                   | <b>38</b> |
| <b>ARTICLE XIX - REDUCTION IN FORCE</b> .....                | <b>39</b> |
| SECTION 19.1    LAYOFFS .....                                | 39        |
| SECTION 19.2    OUTSOURCING OF WORK.....                     | 39        |
| <b>ARTICLE XX - SENIORITY</b> .....                          | <b>40</b> |
| <b>ARTICLE XXI - DISCIPLINE</b> .....                        | <b>40</b> |
| SECTION 21.1    GUIDELINES FOR PROGRESSIVE DISCIPLINE.....   | 40        |
| SECTION 21.2    UNIFORM PEACE OFFICERS DISCIPLINARY ACT..... | 41        |
| SECTION 21.3    OFFICER'S WRITTEN STATEMENTS & REPORTS ..... | 41        |
| SECTION 21.4    NO MEDIA EXPOSURE .....                      | 41        |
| SECTION 21.5    ORAL WARNING .....                           | 41        |
| SECTION 21.6    WRITTEN WARNING AND CONFERENCE.....          | 42        |
| SECTION 21.7    SUSPENSION .....                             | 42        |
| SECTION 21.8    DISCHARGE .....                              | 42        |
| SECTION 21.9    PERSONNEL FILE.....                          | 42        |
| SECTION 21.10   PERFORMANCE EVALUATIONS .....                | 43        |
| SECTION 21.11   TO/FROM MEMORANDUM .....                     | 43        |
| <b>ARTICLE XXII - GRIEVANCE PROCEDURE</b> .....              | <b>43</b> |
| SECTION 22.1    DEFINITION .....                             | 43        |
| SECTION 22.2    PROVISIONS.....                              | 44        |
| <b>ARTICLE XXIII - ENTIRE AGREEMENT</b> .....                | <b>45</b> |
| <b>ARTICLE XXIV - PRECEDENCE OF AGREEMENT</b> .....          | <b>46</b> |
| <b>ARTICLE XXV - BOARD RIGHTS AND NO STRIKE</b> .....        | <b>46</b> |
| <b>ARTICLE XXVI - TERM OF AGREEMENT</b> .....                | <b>48</b> |



## **AGREEMENT**

THIS AGREEMENT, together with the attached Appendices which are an integral part of this Agreement and by this reference incorporated herein, is entered into by and between the BOARD OF COMMUNITY COLLEGE DISTRICT NO. 515, COUNTIES OF COOK AND WILL, in THE STATE OF ILLINOIS (herein called the "Board") and the Prairie State College Campus and Public Safety Sworn Patrol Officers Chapter, Illinois Council of Police (herein called the "Union"), as the sole and the exclusive bargaining agent for the bargaining unit members, as defined herein. The Agreement shall also be binding upon the parties' respective successors, for the life of this Agreement.

## **PREAMBLE**

WHEREAS, the Union has been designated as the bargaining representative by a majority of the bargaining unit members;

WHEREAS, the Board and Union have voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting relations between the Board and the bargaining unit members insofar as such practices and procedures are appropriate to the obligations of the Board to retain the right effectively to operate Prairie State College ("PSC" or "College") and are consonant with the paramount interests of the public and the students of Prairie State College;

WHEREAS, it is the intention of the parties to this Agreement to provide for the wages, hours, terms and conditions of employment of the bargaining unit members covered by this Agreement, and to provide an orderly and prompt method of handling and processing grievances;

NOW, THEREFORE, the parties agree with each other as follows:

## **ARTICLE I - RECOGNITION**

### **Section 1.1 Recognition**

The Board recognizes the Union as the sole and exclusive bargaining agent for all bargaining unit members.

## **ARTICLE II - DEFINITIONS**

### **Section 2.1 Bargaining Unit Member**

The term "bargaining unit member", or "PSC Police Officer" as used in this Agreement refers collectively to all full-time sworn police officers and part-time sworn officers hired to work at least twenty (20) hours per week on a regular basis and who have met all the requirements and are certified

by the Illinois Police Standards and Training Board. Excluded are Campus Safety Sworn Sergeants, Campus Safety Civilian Officers, bargaining unit members of the Faculty Union, Adjunct Faculty Union, and Classified Staff Union, managerial, supervisory, confidential, temporary (less than ninety (90) calendar days); or in the case of an employee who fills the position of an employee on leave for not more than six (6) months, students, grant-funded employees, and all others excluded by the Illinois Educational Labor Relations Act.

The following definitions shall apply to each job position:

A) Full-time sworn police officer –

A full-time sworn peace officer, having met all applicable requirements of the Illinois Law Enforcement Training and Standards Board, who, under general supervision, performs a variety of law enforcement and security related functions related to:

1. the preservation of public peace and order,
2. the prevention and detection of crime,
3. the apprehension of offenders,
4. the protection of persons (students, faculty, staff, and visitors) and property, and
5. the enforcement of laws of the State of Illinois and the rules and regulations of Prairie State College.

**Section 2.2 Union**

The term "Union", as used herein, shall mean the Prairie State College Campus and Public Safety Sworn Patrol Officers Chapter, Illinois Council of Police (ICOPS).

**Section 2.3 Gender of Words**

The masculine gender as used herein shall be deemed to include the feminine gender, unless in the context of the provision(s) concerned, the feminine gender is clearly appropriate.

**Section 2.4 Meeting with Other Organizations**

This Agreement shall not be construed to prevent the Board or any administrator from meeting with any bargaining unit member or bargaining unit member organizations, including the bargaining unit committee, representing bargaining unit members for the purpose of hearing the views and proposals of such bargaining unit members or such bargaining unit organizations, provided that as to those matters covered by this Agreement no change or modification shall be made except through negotiation and agreement with the Union.



### ARTICLE III - MANAGEMENT RIGHTS

- A. Nothing contained herein shall limit or be construed to limit the powers, rights and authority of the Board of Trustees for the entire management, control and conduct of the administrative, financial and security affairs of the College.
- B. In accordance with the rights established by the State of Illinois and the Illinois Educational Labor Relations Board, the College shall not be required to bargain over matters of inherent managerial policy, which shall include but shall not be limited to such areas of discretion or policy as the functions and programs of the College, standards of services, its overall budget, utilization of technology, the organizational structure, and selection and direction of personnel.
- C. The management, administration and control of the College's operations, programs, activities, mission and resources, and the direction of its working forces including, but not limited to, the right to plan, direct and control all duties and functions performed by members of the bargaining unit herein involved; the right to hire all employees and to determine their qualifications, and the conditions for their continued employment or their dismissal, discipline or demotion, and to promote and transfer all such employees; the right to determine schedules, the hours of operation, and the duties, responsibilities and assignments of employees with respect thereto; to transfer, promote or relieve employees from duty because of lack of work or other reasons; the maintenance of discipline, order and efficiency; the right to establish, revise, maintain and enforce reasonable work standards and schedules; to make from time to time and enforce reasonable work rules; to introduce new work methods and facilities; to subcontract all or any portion of its operation (provided that if the College proposed to subcontract bargaining unit work, the Union is given the opportunity to meet and discuss the proposed subcontracting, which discussions shall be concluded within ninety (90) working days following the initial notice to the Union) and to change or eliminate existing methods whether or not the same causes any reduction in the working force; or to recognize or combine operations with any consequential reduction or other changes in the working force vested exclusively in the College, provided that this section will not be used for the purpose of discriminating against any employee on account of membership in the bargaining unit.

The above enumeration of management rights is not exhaustive and does not exclude other management rights not specified herein, nor shall the exercise or non-exercise of rights constitute a waiver of such rights by the College. The parties recognize that none of the management rights enumerated above, or any other management rights shall be subject of bargaining or grievances.

D. The rights of management are limited only as expressly limited by the language of this Agreement, notwithstanding (or without regard to) any practices or customs that may now or in the future exist.

E. The enumeration of certain rights and privileges of sworn police employees in the Agreement shall not be construed to deny or diminish the existing rights, privileges, and responsibilities



of sworn police members to participate in the formulation and recommendation of security policy within the College, as approved by Prairie State College and its Board of Trustees.

#### **ARTICLE IV - UNION RIGHTS**

##### **Section 4.1 Non-Discrimination**

The Board and the Union agree not to discriminate against any bargaining unit member covered by this agreement on the basis of sex, race, color, creed, national origin, ancestry, marital status, citizenship status, parental status, age, religion, physical or mental handicap, actual or perceived, sexual orientation, military status, genetic information, association activity, and membership in any and all classes identified by applicable State and/or Federal law as protected classes.

The Board, in its employment practices, will continually seek to employ and promote the best qualified individuals while endorsing the principles of affirmative action and will fulfill all of its obligations under federal and state laws regarding equal employment opportunity.

Any alleged violation of this section is non-grievable and non-arbitrable, and may be remedied through any judicial or administrative proceedings otherwise provided by law.

##### **Section 4.1A Freedom from Harassment and Hostile Work Environment**

Consistent with applicable law, the Board and the Union agree that all bargaining unit members are entitled to a non-hostile work environment where they shall be free from unlawful harassment based upon characteristics protected by law or their association with their lawful activities with any organization. If the employee chooses to utilize other judicial or administrative forums, their right to pursue a grievance under this contract is waived.

##### **Section 4.1B Union Mailbox and Use of College Mail System**

The Union may use the internal mail system of the College to transmit official union business.

##### **Section 4.2 Dues Check-off**

Upon receipt of a lawfully written authorization from a bargaining unit member (a copy of which is attached hereto as Appendix A), the Board agrees to deduct the regular biweekly Union dues of such bargaining unit member from his pay and remit such deduction no later than seven (7) days following the payroll date to the official designated by the Union in writing to receive such deductions. The Union will notify the Board in writing of the exact amount of such regular membership dues to be deducted by July 30 of each year, with such deductions to be implemented within thirty (30) days thereafter. 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 including the costs of defense thereof, that shall arise out of complying with the provisions of this article, or in reliance



on any list, notice, certification, affidavit, or reassignment furnished under any such provisions; or which might arise pertaining to the term of this Agreement.

Each officer who on the effective date of this Agreement is a member of the Union pursuant to this Agreement, and each officer who becomes a member after that date, shall, as a condition of employment, maintain his membership in good standing in the Prairie State College Police Department during the term of this Agreement.

With respect to any officer on whose behalf the College receives written authorization (on the form attached as Appendix A), the College shall deduct from the wages of the officer the dues and/or financial obligation uniformly required and shall forward the full amount to the Union by the tenth (10th) day of the month following the month in which the deductions are made. The amount deducted shall be in accordance with the schedule to be submitted to the College by the Union. Authorization for such deduction shall be irrevocable unless revoked by written notice to the College and the Union during the fifteen (15) day period prior to the expiration of this Agreement. The College will not similarly deduct dues in any other organization as to officers covered by this Agreement.

#### **Section 4.3 Reinstatement of Employees on Dues Check-off**

Whenever bargaining unit members take a leave of absence and are dropped from dues deduction, upon their return to the job, they will be automatically reinstated on dues deduction.

#### **Section 4.4 Board Meetings**

The agenda packet and the approved minutes of any Board meeting will be distributed to the Union President from the Office of the College President, and the Union shall be accorded the same right as any Prairie State College organization to attend Board meetings and address the Board of Trustees.

#### **Section 4.5 Meetings with the President**

At the request of either party, the President or his designee and the Union President or his designee shall meet to discuss matters relating to this Agreement.

#### **Section 4.6 Information to the Union**

Upon written request the Board shall make available to the Union any records, reports, and other written documents which are relevant to the enforcement of this Agreement. Any such information which is not immediately available, may be provided on a fee basis. A Union representative will meet with a Vice President, as designated by the President, or designee, to arrive at a mutually agreeable fee.

#### **Section 4.7 Union Exclusivity**

The Board shall not negotiate with any other employee organization of bargaining unit members or its representatives on matters pertaining to hours, wages and working conditions. Nor shall the Board

negotiate with individual bargaining unit members over their wages, hours and working conditions except as provided herein. Any alleged violation of this section may be remedied by the filing of either a grievance or an unfair labor practice, but not both, it being the express intent of the parties that there be no duplication of remedies.

#### **Section 4.8 Union Meetings/Use of Facilities and Equipment**

The Union shall have the right to schedule meetings, and the Union may use facilities and equipment of the College where such use does not interfere with the operation of the College. Where actual costs are incurred by the College on account of such Union usage, those costs may be charged to the Union. Said meetings and equipment use must be coordinated with and pre-approved by the Vice President of Finance and Administration.

#### **Section 4.9 Public Records**

Upon written request from the Union, the Board shall make available to the Union any existing public records which would otherwise be disclosable to the Union pursuant to the Freedom of Information Act.

#### **Section 4.10 Polygraph Examination**

No bargaining unit member shall be required to take a polygraph examination as a condition of retaining employment with the Board, nor shall any bargaining unit member be subject to discipline for refusing to take a polygraph examination.

#### **Section 4.11 Release Time**

- A. The Board shall grant up to two (2) hours per week of release time with pay to the Union President and/or Grievance Chairperson or other designee(s) of the Union President for the purpose of conducting the affairs of the Union. The two (2) hours is the total time for two (2) persons. Time off for this purpose must be arranged with the employee's immediate supervisor. Sufficient advance notice is required to allow for coverage of work assignments.
- B. In the event that two (2) hours per week is not used during the week, the two (2) hours shall continue to accumulate not to exceed ten (10) hours per semester.
- C. All accumulated hours that are not used by the end of the semester shall be forfeited.

#### **Section 4.12 Use of Security Cameras**

Prairie State College has installed numerous security cameras for the safety and welfare of the staff and students. The videos generated from the cameras will be used as a surveillance tool to deter criminal activity and to protect the campus. In cases of employee discipline and/or dismissal, the videos generated may be used only as supporting evidence. The Union President and/or Grievance Chair(s) may request to view designated videos and/or view security monitors.



#### **Section 4.13 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.

#### **Section 4.14 Bulletin Board**

A bulletin board of reasonable size, labeled "PSC Police Officers" 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).

#### **Section 4.15 Maintenance of Standards**

All economic benefits and work practices which are not set forth in this Agreement and are currently in effect, shall continue and remain in effect for the term of this Agreement. This article is not intended to limit in any way those management rights recognized in this Agreement.

### **ARTICLE V - HOURS OF WORK**

#### **Section 5.1 Hours of Work**

- A) The standard work-day for all full-time bargaining unit members shall be eight (8) hours in duration.

The regular work week shall consist of five (5) consecutive days of eight (8) hours each inclusive of two (2) fifteen (15) minute rest periods, and one thirty (30) minute lunch period. Lunch and rest periods are assigned by the Chief of Police or his designee. Bargaining unit members recognize they may be called upon to perform work during their designated meal and rest periods.

- B) The standard work week for part-time officers will consist of a twenty (20) or more hour schedule.
- C) A rest period of fifteen (15) minutes is required in any hourly employee's workday that exceeds six (6) hours. Rest periods are assigned by the Chief of Police or his designee. Bargaining unit members recognize they may be called upon to perform work during their designated meal and rest periods.
- D) The College will adhere to the State of Illinois guidelines for employee safety.
- E) As stated in Prairie State College Board Policy No. C-3, (adoption date 09/17/90), "College Business Hours....," "Unless amended by Board action, the business hours of Prairie State College for fall, winter, spring and summer shall be 8:00 a.m. to 4:30 p.m. (Monday through

Friday)." Any modified/reduced work schedules in effect for the summer shall be determined by the Board at the February and/or March Board meeting each year of this Agreement.

### **Section 5.2 Emergency Closings**

- A. Bargaining unit members are required to report to work in emergency closings. In such cases, it is the responsibility of the bargaining unit member to contact his/her supervisor to see if he/she shall report to work at their regularly scheduled shift. Notice of such closings will be provided as specified in the Prairie State College Catalog.
- B. In the event the College is closed on an emergency basis, the bargaining unit members will be paid at:
  - 1. Closing due to national, statewide declarations related to pandemic, terrorist encounter or other life threatening events. Level 1. Premium pay level I (x2) applied.
  - 2. Closing due to man-made (aggressive actions against campus property or personnel), weather or other naturally occurring events that prohibit normal school operations – Level II. Premium pay level II (x1.5) applied.
  - 3. Closings due to infrastructure or operational (no heat, water main breakage or power outage) instability. Level III. Overtime pay only for any who may be required to work beyond their shift.
- C. In the event of reduced staffing, bargaining unit members who are sent home rather than work their scheduled hours that day, shall suffer no loss of pay.

### **Section 5.3 Calling Off Policies**

A bargaining unit member will call off of work at least eight (8) hours prior to reporting for work, except in cases of emergency. The bargaining unit member must call their own immediate supervisor and report the call off.

- A. In the event inclement weather conditions prevent the bargaining unit member from reporting to work, the bargaining unit member has the option to claim the day as a personal or vacation day, if said days are unused.

### **Section 5.4 Scheduling Policies**

Initially, the four (4) week work schedule for the department shall be executed by the supervisor of the department in a computer worksheet format that is posted on the shared network drive and in the Office of Police and Campus Safety. Notice that this schedule is complete will be communicated via e-mail to the President of the Union.

Daily work schedules for all shifts will be posted at least two (2) weeks in advance and posted in the Office of Police and Campus Safety. Schedules will also be posted on the shared network drive. It is



understood that all personnel changes (i.e., medical, vacations, personal leave, etc.) to the schedule after it is posted will be indicated on the official work schedule as soon as practical after such changes have been approved by the supervisor.

On each shift for each day, all Officers' work assignments shall include name, shift, hours of work and assignment.

## **ARTICLE VI - OVERTIME/COMPENSATORY TIME/SHIFT DIFFERENTIAL**

### **Section 6.1 Overtime**

- A. Work in excess of the regularly scheduled work week (forty (40) hours) shall be considered overtime and paid at the rate of one and one-half (1.5) times the base hourly rate. Overtime must be authorized by the supervisor in advance.
- B. All full-time and part-time bargaining unit members who work on the days that the College is closed between Christmas and New Year's Eve Day will be paid time at one and one-half (1.5 x straight time) for any hours worked. These hours shall be assigned on a seniority basis and will include all Non-Holiday days, including weekends, commencing when the College is closed prior to the Christmas Holiday until the College officially reopens the Monday following New Year's Day. Full-time bargaining unit employees who do not work their regularly scheduled work hours during this period shall suffer no loss of pay.
- C. Early Official Release Time for a Holiday. In the event the College officially dismisses all employees early, (i.e., due to an upcoming holiday), those sworn police officers working will be paid one and one-half (1.5) times their base hourly rate, for those hours they work beginning with the time of release until the scheduled end of their shift.
- D. Two and one-half (2.5) times the regular hourly rate of pay is the maximum hourly rate of pay that can be earned.
- E. All full and part time bargaining unit members who work a designated Holiday will be paid time at two and one half (2.5 x straight time) for those hours worked.
- F. A minimum of two (2) hours at the overtime rate shall be paid to the bargaining unit member requested to work for emergency duty.
- G. A bargaining unit member requested to work on a holiday should be paid for no less than four (4) hours of work.
- H. A PSC Police Officer who is called back to work to correct his own error, which cannot wait until the Officer's next regular tour of duty, may not be compensated. Any dispute as to the

implementation of this provision is subject to the Grievance and Arbitration procedure set forth herein.

I. Compensation in a Temporary Supervisory Position

1. Any bargaining unit member holding a temporary supervisory position, which is normally paid at a higher rate than the employee's regular position, for three (3) consecutive days or more, shall receive a stipend of ten percent (10%) of the bargaining unit member's base pay, for those hours worked in the supervisory position.

This pay shall be retroactive to the first day in the temporary position and shall continue until the employee's regular position is resumed. Any employee working temporarily in a position at a higher range must be supervising a subordinate officer/assistant throughout this period, and must receive pre-approval from the Executive Director of Human Resources or his designee for working up in the supervisory position.

J. In the event that there is an opportunity for anticipated overtime work (O/T known to the College to be 2 days or more in advance of the affected shift), the Chief of Police or his designee, shall offer/assign O/T work in the order listed below:

1. O/T will first be offered to the full time Police Officer (in order of seniority on a rotating basis) who normally works the shift on which the O/T is available.
2. If none of those employees work the O/T, then the O/T is offered to all full-time Police Officers on a rotating seniority and shift basis. When the full-time employee has worked the available O/T hours, then his/her name will be placed at the bottom of the list.
3. If none of those employees work the O/T, then O/T is offered to full time Police Officer working their regularly assigned shift (in ranked order of seniority for volunteers) that precedes the shift on which O/T is available so as to extend his/her hours into the next shift on which the O/T is needed.
4. If none of those employees work the O/T, and only after all full-time Police Officers have been offered the O/T, the OT is offered to part-time Police Officers by seniority in order to grant each officer the opportunity to work the available O/T hours per specific shift, on a rotating basis. When the part-time employee has worked the available O/T hours, then his/her name will be placed at the bottom of the list.
5. If none of the Police Officers are available to fill the O/T hours, then and only then, can the employer/supervisor work those O/T hours or, if need be, the Chief of Police will involuntarily assign the hours to the least senior Police Officers employee on the shift preceding the shift on which O/T is available so as to extend his/her hours into the next shift on which the O/T is needed.



In the event that there is unanticipated overtime work (O/T known to the College to be 2 days or less in advance of the affected shift), the Chief of Police or his designee, shall offer/assign O/T work in the order listed below:

1. If a full-time Police Officer causes a shift vacancy which needs to be filled by the College, the procedure will be as follows:
  - a) Overtime will be offered by seniority to Officers assigned to the affected shift
  - b) Overtime will be offered by seniority to Officers working the preceding shift that is affected.
  - c) Overtime will be offered by seniority to all Full-time Officers
  - d) If no Full-time Officers volunteer for the overtime, the affected shift will be offered to Part-time employees by seniority.
  - e) If no bargaining unit employee volunteers to work the affected shift, the Chief of Police or his designee shall order full-time Officers to work by reverse seniority.
  
2. If a Part-time Police Officer causes a shift vacancy which needs to be filled by the College, the procedure will be as follows:
  - a) Overtime will be offered to Part-time Officers by seniority.
  - b) Overtime will be offered to all Full-time Officer by seniority.
  - c) If no bargaining unit employee volunteers to work the affected shift, the Chief of Police or his designee shall order Part-time Officers to work by reverse seniority.
  
- K. Forty (40) hour work week Rule:
  1. For purposes of calculating O/T, the following benefit time will count towards the forty (40) hours an employee must work before earning O/T: (i) College designated holidays (but not the time the College is closed for Christmas Break except for the actual designated Holidays that fall during that break), (ii) vacation time, (iii) personal days and (iv) floating holidays.
  2. For purposes of calculating O/T, the following benefit time will not count toward the forty (40) hours an employee must work before earning O/T: (i) bereavement leave, and (ii) sick days.

L. Management of Department Overtime Rotation:

1. Whenever a bargaining unit member declines to work O/T because he/she is not available to work, that employee will be charged and their name will then be moved to the bottom of the seniority list for O/T, except in certain situations set forth below.

a. Exception when a bargaining unit member is not charged:

i. When an employee is out on sick leave and/or when an employee is in the hospital; and/or

ii. When an employee is on Jury Duty; and/or

iii. When an employee is on pre-approved personal time off.

2. Overtime rotation:

a. Employees in the same bargaining unit can rotate or trade days when both are scheduled to work O/T on the same weekend. For example, if employee A and employee B are both working O/T on the same weekend and one cannot work Saturday but can work Sunday then a rotation can occur. This O/T rotation can only occur if both parties agree to the trade and if the trade is approved by a supervisor.

3. All O/T must be posted on the schedule seventy two (72) hours in advance unless an unscheduled call-in occurs, then it becomes exempt from this section. Department supervisors shall maintain O/T records to insure proper distribution.

M. Seniority list – Managing O/T rotation

1. A bargaining unit member who is scheduled to work and is not available to work O/T because he/she is currently working does not forfeit her/his place on the O/T list. However, when the next O/T day becomes available their name would move to the top of the list. After the bargaining unit member's completion of his/her O/T, his/her name would then move to the bottom of the O/T rotation list.

2. The O/T list must be completely exhausted before it can start over again.

**Section 6.2 Compensatory Time**

A bargaining unit member may request compensatory time, in lieu of overtime, at the rate of one and one-half hours (1 ½) for each hour worked, to a maximum of a forty hours (40). Replenishable bank compensatory time must be authorized in advance by the Chief.



## ARTICLE VII - BENEFITS

### Section 7.1 Life Insurance

- A. As a part of this program the Board will provide each bargaining unit member (Full-time and) covered by this Agreement a life insurance policy equal to twenty five thousand dollars (\$25,000.00) and (part-time) prorated life insurance policy equal to twelve thousand five hundred dollars (\$12,500).
- B. Additional optional life insurance for self, spouse, and/or children may be purchased by the employee so long as the College participates with a life insurance company underwriting the optional coverage. The cost shall be borne by the employee, and participation in additional optional coverage is subject to the approval of the insurance company.
- C. If available, optional life insurance coverage may be purchased at the time of employment, or once annually thereafter.
- D. All insurance coverage is effective as of the first day of employment at the College, with the approval of the carrier.
- E. Long-term disability insurance shall be provided for the duration of this agreement at no cost to the bargaining unit employee. Benefits under this policy are to be coordinated with any disability benefits the employee receives from SURS. An employee's eligibility for long-term disability benefits, and the amount thereof, if any, shall be determined by the terms of said policy.

### Section 7.2 Health Insurance

The group insurance program in effect on the date this Agreement is executed, shall be provided for all full-time bargaining unit members covered by this Agreement. The Board will pay the following percentage of the cost of the premium of the College group insurance program for any full-time bargaining unit members covered by this Agreement who have elected the following coverage:

|              | SINGLE | FAMILY |
|--------------|--------|--------|
| July 1, 2023 | 95%    | 77%    |

The full-time bargaining unit member will pay the following percentages towards the cost of the premium of the College group insurance program he/she has selected:

|              | SINGLE | FAMILY |
|--------------|--------|--------|
| July 1, 2023 | 5%     | 23%    |

- B. The Board retains the right to change insurance carriers as long as the basic coverage remains substantially the same or better.
- C. All insurance coverage is effective as of the first day of eligible employment at the College.
- D. Health insurance benefits for regular part-time bargaining unit members will be prorated.
- E. An Insurance Committee shall be maintained by Prairie State College for the purpose of monitoring health, medical and dental plans offered to employees. The Committee shall be composed of representatives of the various employee groups at Prairie State.

**Section 7.2.5 IRS Section 125**

An IRS Section 125 salary reduction program shall be made available to all bargaining unit employees.

**Section 7.3 Sick Leave Bank**

- A. The Executive Board of the Union shall establish the basic rules and regulations of the Sick Leave Bank. Once these rules have been completed, they will be published. Employees who participate in the Sick Leave Bank and who have complaints regarding decision(s) of the Sick Leave Bank Committee ("Committee") shall bring those complaints directly to the Committee.
- B. The Union shall absolve, indemnify, and hold harmless, in all respects, Prairie State College and its administration regarding the implementation of the Sick Leave Bank provisions.
- C. Determination of participation, discontinuance of participation and particulars with regard to the withdrawal of days shall be furnished to the Human Resources Department in the appropriate year. When a participant requests and is approved for sick leave benefits by the Committee, the Committee shall forward the name and all other appropriate information to the Human Resources Department.
- D. Sick Leave Bank utilization shall be limited to no more than twenty-five (25) days per rolling year.
- E. Any retiring employee may contribute five (5) days of accumulated sick leave time to the Sick Leave Bank.
- F. The Prairie State College Campus Safety Civilian and Police Officers will participate in the same Sick Leave Bank.
- G. At the beginning of each fiscal year, each employee desiring membership in the Sick Leave Bank shall contribute one (1) sick leave day of their accumulated allowance to the Bank to be administered by the Union. Employees who are members of the Sick Leave Bank, who have exhausted their accumulated sick leave, personal days, and vacation days, and who have been absent five (5) additional days without pay, may make reasonable withdrawals as determined by



- the Union from the Sick Leave Bank, provided that there are sufficient days available in the Bank and provided that a physician's statement is included with each request for such benefits.
- H. The days remaining in the Bank at the end of each fiscal year will not be returned to contributing employees, but will be carried over. An employee whose withdrawal from the Sick Leave Bank is approved by the Union will continue to receive such sick leave days from the Bank until either the exhaustion of the Sick Leave Bank or the Union's decision to terminate such withdrawals.
  - I. If at any time during the year the Sick Leave Bank is exhausted, the Union can contact the Bank's membership for one (1) additional voluntary contribution of one day each.

#### **Section 7.4 Credit Union**

Bargaining unit members who wish to participate in any applicable participating Credit Unions shall be allowed to do so through payroll deductions.

#### **Section 7.5 Pay Period and Payroll Errors**

1. Bargaining unit members covered by this Agreement who are hired to work twelve (12) months shall be paid on a biweekly basis, thus receiving twenty six (26) pay checks over the year.
2. If Management makes an error in a Union member's pay check, the error will be corrected and a new check issued within forty eight (48) hours of the College receiving notification of the error (or on the next College business day if notification was received on a day immediately preceding a holiday or immediately preceding a weekend).
3. All employees are required to sign in and out on the payroll time sheet on a daily basis contemporaneously with their work. Failure to do so may result in the payroll check being incorrect. If an inaccurate check is a result of the employee's failure to follow the sign in and out protocol, corrective adjustments to the employee's pay check may be delayed until the next regular pay period.

#### **Section 7.6 Pension**

The Board shall continue to pay the bargaining unit member's eight percent (8%) (or nine and a half percent (9.5%) if the higher rate is elected by the bargaining unit member) tax sheltered contribution to the State Universities Retirement System (SURS) out of the bargaining unit member's salary as set forth herein.

In the event the legislature shifts the employer's share of the pension pick up from the State to the College (in whole or in part), the parties agree to reopen the contract and negotiate the effect and impact of the same.

## **Section 7.7 Retirement**

- A. Eligibility - This program shall be open to all bargaining unit employees who are at least fifty five (55) years of age on July 1 of the year of retirement. To be eligible, bargaining unit employees must have been employed by the College for ten (10) years preceding their date of retirement.
- B. Application - Application for participation in the program shall be submitted, in writing, to the Office of Human Resources by the employee by January 1st before the College's fiscal year in which the retirement shall begin. (For example, if an employee intends to retire on June 30, 2025, he/she must provide notice of his/her intent to retire by January 1, 2024.) The official letter of notification shall be irrevocable unless life altering events (death of spouse, divorce, or severe financial change) affect the employee. In this case, timely notification to the College is expected in writing, from the employee, and subject to College approval.
- C. Retirees may join the Illinois College Insurance program, or any other coverage of their own choice.
- D. Compensation - Retirees will receive a one-time lump sum payment of three thousand five hundred dollars (\$3,500.00) at the time of retirement, subject to the ten (10) year provision noted in A above. This distribution will occur thirty (30) days after the last official check from the College has been issued.

## **Section 7.8 Educational Benefits**

- A. Bargaining unit members (not dependents) shall be able to register for up to six (6) credit hours at Prairie State College per term on a tuition waiver basis provided the following occur:
  - 1. The bargaining unit member has been employed at least six (6) months at the time of application for tuition reimbursement/waiver and is an active bargaining unit member at the completion of the course.
  - 2. Time spent during the regular workday in courses which the employer requests that the bargaining unit member take shall not be made up, except for courses required as a condition of employment, or within six (6) months of initial employment.
  - 3. On or before the earlier of the payment date or the first day of class(es), the bargaining unit member must complete a tuition waiver request and submit same to the Admissions Office. If a grade (A, B, or C) is not listed on the instructor's final grade sheet by the time of submission, tuition and fees payment will be recovered through payroll deductions spread over the next four (4) checks. Payroll deductions will also be made for an Incomplete (I). Incompletes which convert to a passing grade (A, B or C), will be eligible for reimbursement if completed within the immediate semester following the term (not to include summer) in which the "Incomplete" was received. Such requests for reimbursement shall be made within thirty (30) days of the end of the term in which the



grade is recorded. Bargaining unit members who leave College employment prior to the end of the course(s) will be responsible for reimbursement of tuition and other fees for said courses.

4. The bargaining unit member receives no financial aid or reimbursement from other sources for the cost of tuition and fees for which reimbursement / waiver will be sought from the College.
5. Bargaining unit members may schedule one (1) class during the regular workday upon prior administrative approval, provided that the time lost is made up during that work week and should not be counted for purpose of O/T calculations. It is stipulated that the employee shall be enrolled in a matriculated program and that specific class is only offered during the workday. The class must be a necessary graduation requirement in his/her field of study and must be ONLY offered at that specific time. No O/T will be granted.
6. Courses which will be eligible for this reimbursement/waiver are credit courses taken at Prairie State College.
7. The Board will budget five thousand dollars (\$5,000.00) per fiscal year for tuition reimbursement for junior, senior or graduate courses at a four-year college or university. Employees will be eligible for up to (6) six semester hours (limit two hundred dollars (\$200.00) per credit hour) on a first come, first served basis (as determined by the initial date of application). Before registering for classes, the employee will submit the Non-PSC Tuition Reimbursement Form (Appendix B) to the Office of Human Resources. He/she will be reimbursed after submitting proof of a satisfactory grade of C or above. Classes which are not taken for credit are not eligible for reimbursement. If an employee voluntary leaves within one (1) year of receiving such a reimbursement, he/she must pay the College back one hundred percent (100%) of the reimbursement. If an employee voluntary leaves within two (2) years of receiving such a reimbursement, he/she must pay the College back fifty percent (50%) of the reimbursement. If an employee voluntary leaves within three (3) years of receiving such a reimbursement, he/she must pay the College back zero percent (0%) of the reimbursement.
- B. Employee's immediate family members (spouse and dependent children, as per health insurance dependent guidelines) are eligible for a one hundred percent (100%) waiver of tuition and internet course costs at a maximum of sixteen (16) credit hours per semester. Fees not covered are fees that include books and/or hard materials issued in the course. Service/usage fees (which include private music lessons) will not be covered under the tuition waiver for either the employee or immediate family members. This provision is subject to the conditions in A1, A3, A4 and A6.

**Section 7.9 Illinois Certification**

- A. Newly hired PSC Police Officers are expected to remain in the employ of the College. In the event the PSC Police Officer voluntarily resigns or otherwise terminates his/her own employment status with the College, other than as a result of a disabling injury or illness, the PSC Police officer shall be liable to pay back the basic police academy tuition which the College actually paid (i.e. fifty percent (50%) paid by College/ fifty percent (50%) paid by the State; the tuition repayment obligation only applies to the fifty percent (50%) paid by the College). The PSC Police Officer's obligation shall be in accordance with the following schedule:

If the PSC Police Officer voluntarily leaves the job from:

- a) One (1) year or less from the date of hire – one hundred percent (100%) pay back;
- b) more than one (1) year, but less than two (2) years from the date of hire – seventy five percent (75%) pay back;
- c) more than two (2) years, but less than three (3) years from the date of hire – fifty percent (50%) pay back; and
- d) more than three (3) years from the date of hire- zero percent (0%) pay back.

**Section 7.10 Professional Development and Police Training**

- A. Each year all bargaining unit members shall receive a certified refresher training course according to the department job description and Illinois guidelines.
- B. Employee Training and Development. The Board and the Union recognize the need for training and development of bargaining unit members in order that services are efficiently and effectively provided. The Board and the Union recognize the desirability of providing opportunities for employees to develop their skills and abilities for reasons of career advancement. In recognition of such principle, the Board shall endeavor to provide bargaining unit members with reasonable orientation with respect to current procedures, forms, methods, techniques, materials and equipment normally used in such employees' work assignments and periodic changes therein, including where available and relevant to such work, procedural manuals, as well as providing training seminars, and workshops.

**Section 7.11 Stipends for Degrees**

The Board agrees to pay a one-time monetary stipend for bargaining unit members who complete degrees while employed, based on the following schedule: Associate degree = two hundred fifty dollars (\$250.00), Bachelor's Degree = five hundred dollars (\$500.00); Master's Degree = seven hundred fifty dollars (\$750.00).



**Section 7.12 Police and Campus Safety Employee Liability Indemnification**

Bargaining unit members shall be indemnified and defended by the Board against claims and suits arising out of their employment in accordance with the Illinois Local Government and Local Government Employees Tort Immunity Act. A bargaining unit member shall perform his duties in a lawful manner as specified by his job description, Prairie State College Board Policies, and Illinois State Statutes.

**ARTICLE VIII - HOLIDAYS**

A. The following holidays are observed by the College:

|                               |                        |
|-------------------------------|------------------------|
| Martin Luther King's Birthday | Thanksgiving Day       |
| President's Day               | Day after Thanksgiving |
| Spring Break Day              | Christmas Eve Day      |
| Memorial Day                  | Christmas Day          |
| Juneteenth                    | New Year's Eve Day     |
| Independence Day              | New Year's Day         |
| Labor Day                     | Floating Holiday       |
| Day before Thanksgiving       |                        |

B. Holidays shall be observed on the day designated by the College.

C. Religious holidays not listed above may be taken as personal or vacation leave.

D. A Holiday falling within a vacation period shall not constitute a vacation day. A Holiday occurring while a bargaining unit member is on paid leave of absence shall not be counted against his sick leave.

E. The annual "floating holiday" must be used within the fiscal year and cannot be carried over to the next year. Prior approval must be obtained from the Chief of Police to use the holiday time.

F. Employees will not receive Holiday Pay if they call off sick or use a personal day on a scheduled work day that is adjacent to (before or after) a Holiday.

G. A bargaining unit member whose regular day off falls on a scheduled College Holiday will be paid eight (8) hours for the Holiday at the employee's regular rate. Part-time officers will be paid the hours equivalent to their normal schedule.

- H. All bargaining members including full and part time who work a designated Holiday will be paid time at two and one half time (2.5 x straight time) for those hours worked.
- I. A bargaining unit member requested to work on a Holiday should be paid for no less than four (4) hours of work.

**ARTICLE IX - VACATION**

- A. Vacation leave for bargaining unit members shall be earned and accrues at the rates indicated below for each month worked during the first eleven (11) full years of employment to a maximum of one hundred sixty (160) hours earned paid vacation:

Full-Time Employees

| <u>Years of Service</u> | <u>Monthly Rate</u> | <u>Earned Annual</u>       |
|-------------------------|---------------------|----------------------------|
|                         |                     | <u>Vacation Hours/Days</u> |
| 1                       | 6.666 hrs per mo.   | 80/10                      |
| 2                       | 7.333               | 88/11                      |
| 3                       | 8.000               | 96/12                      |
| 4                       | 8.666               | 104/13                     |
| 5                       | 9.333               | 112/14                     |
| 6                       | 10.000              | 120/15                     |
| 7                       | 10.666              | 128/16                     |
| 8                       | 11.333              | 136/17                     |
| 9                       | 12.000              | 144/18                     |
| 10                      | 12.666              | 152/19                     |
| 11                      | 13.333              | 160/20                     |

Regular part-time officers shall participate in the vacation schedule on a prorated basis at 50%.

- 1. New employees are eligible for forty (40) hours (five (5) days) vacation upon completion of six (6) months service. No vacation is granted until completion of six (6) months continuous service.



2. Except for one (1) eight (8) hour period which may be used in two (2) hour increments or more, earned or awarded vacation is to be taken in daily (eight (8) hours) increments. A maximum of eighty (80) vacation hours (ten (10) days) may be carried over from one fiscal year to the next upon administrative approval. For vacation hours in excess of eighty (80) and/or hours not approved by the administration for carry over, a maximum of eight (80) accrued and unused vacation hours may be converted to sick hours at the end of the fiscal year. Two hundred (200) hours/twenty-five (25) days is the maximum amount of vacation an employee can take in any fiscal year.
  3. Requests to use thirty two (32) or more earned/awarded vacation hours (4 days) must be submitted to the administrator for approval six (6) weeks prior to the start of the vacation period, and approved by the Chief of Police and Human Resources Office. The immediate supervisor, within three (3) workdays, shall notify the bargaining unit member of approval or denial. In the event more than one (1) bargaining unit member requests vacation for the same vacation period, seniority shall prevail unless (a) departmental needs require that the request be denied or (b) the least senior bargaining unit member had previously scheduled and received approval for his/her scheduled vacation.
  4. Upon retirement, layoff, or separation from service, an employee shall receive payment for all earned and unused vacation, at the regular rate of pay. Payments shall be made on regularly established pay periods.
  5. Holidays shall not be charged as vacation hours when they occur during vacation periods.
- B. Effective with the end of the first fiscal year after this contract is approved, members will be able to utilize the fiscal year's vacation days through July 31 of the subsequent fiscal year. This will be available as long as the member officially requests the time in writing, receives supervisor approval, and files same with the Human Resources Office by the end of business on the second-to-last business day of June. Once granted, these days will not be re-credited to the member's account.

## **ARTICLE X - LEAVES OF ABSENCE**

### **Section 10.1 Seniority and Benefit Accrual**

A bargaining unit member on an approved unpaid leave of absence of twelve (12) weeks or less, shall accrue seniority. However, in those cases where the approved unpaid leave exceeds twelve (12) weeks, while seniority does not accrue during any of the unpaid leave time in excess of twelve (12) weeks, there shall be no loss of seniority in such instance. Similarly, a bargaining unit member on an approved unpaid leave of absence of twelve (12) weeks or less, shall accrue benefit time. However, in

those cases where the approved unpaid leave exceeds twelve (12) weeks, benefit time does not accrue during any of the unpaid leave time in excess of twelve (12) weeks.

#### **Section 10.2 Insurance Coverage**

A bargaining unit member on an approved unpaid leave of absence of twelve (12) weeks or less shall remain covered by his/her insurance at the cost set forth in this Agreement. A bargaining unit member on an approved unpaid leave of absence in excess of twelve (12) weeks may remain covered by his/her insurance at the employee's cost.

#### **Section 10.3 Return From Leave**

An employee who returns from an approved leave, not exceeding twelve (12) weeks, shall be reinstated in the same position held prior to the leave at the current grade and level, assuming such position exists. An employee who returns from an approved leave exceeding twelve (12) weeks is not guaranteed reinstatement into the same position he/she held prior to the leave.

#### **Section 10.4 Personal Leave**

- A. Full-time bargaining unit members will receive two (2) paid personal leave days per fiscal year. Requests for use of personal leave days will be submitted to the supervisor with as much advanced notice as possible.
- B. Regular part-time bargaining unit members will receive personal leave on a prorated basis.
- C. Unused personal leave shall convert to sick leave.

#### **Section 10.5 Leaves of Absence**

An employee shall apply for a leave of absence without pay as specified in the Prairie State College Board Policies.

#### **Section 10.6 Sick Leave**

- A. Sick leave for regular full-time employees is earned and accrues at the rate of eight (8) hours (one (1) day) per month for each month worked, to a maximum accumulation of one thousand five hundred thirty six (1,536) hours (one hundred ninety two (192) days).
- B. Regular part-time officers shall earn and accrue sick leave on a prorated basis at a rate of 4 hours per month for each month worked.
- C. Sick leave shall be defined as personal illness or disability, hospitalization, doctor's appointments, quarantine of the employee, or illness of someone in the employee's immediate family. The immediate family is defined as husband, wife, civil union partner,



children, grandchildren, parents, grandparents, brothers, sisters, or in-laws of the employee and all step relations of the aforementioned persons.

- D. The bargaining unit member or his representative shall notify his immediate supervisor as early as possible but no later than eight (8) hours from the first date of absence. Failure to notify your immediate supervisor within eight (8) hours of your absence due to illness may result in disciplinary action. See Section 5.3.
- E. Upon retirement, an employee may apply accrued and unused sick leave hours towards service credit with SURS, provided the same is allowable by law.
- F. Sick leave is to be taken in hourly increments with a minimum of one (1) two (2)-hour increment to a maximum equaling sick leave hours accrued/awarded to date. In the case of an extended illness or where all earned/awarded sick leave has been used, a bargaining unit member may apply earned vacation leave or personal leave, if these have not been used, to sick leave.
- G. After twenty four (24) or more consecutive hours (three (3) days) off due to an illness, a verification documenting illness, from a licensed physician may be requested by the employee's immediate supervisor. In such case, the verification shall be submitted to the supervisor upon return to work.
- H. After an employee is out for two (2) or more weeks, the Supervisor/Human Resources may demand a medical statement indicating prognosis of the illness and an estimate of when the employee may be able to return to work.
- I. Sick leave is not a right but a benefit provided by the College in order to provide a bargaining unit member protection against loss of pay for a specific period of time due to illness. The misuse of sick leave is a serious matter. The College retains the right to take corrective steps to deal with abuse of sick leave or if an employee has prolonged and/or frequent and regular absences which hinder the conduct of his/her responsibilities. Such corrective steps may include medical consultations, informal or formal disciplinary action including dismissal. Further, any employee who calls in sick on the day immediately preceding or immediately following a holiday or regular day off, may be required to undergo an examination by a physician employed by and whose services are paid by the College.

#### **Section 10.7 Bereavement**

Each bargaining unit member shall be allowed up to five (5) days Leave of Absence (excluding holidays and weekends) with pay for each bereavement. Bereavements shall cover someone in the employee's immediate family. For the purpose of this leave, immediate family is defined as husband, wife, partner in a civil union, children, grandchildren, parents, grandparents, brothers, sisters or in-laws of the employee and all step relations of the aforementioned persons. In the event this leave needs to

be extended, an employee may elect to use unused vacation, sick, personal or floating holiday leave time for this purpose. If an employee requires additional bereavement time, the unpaid leave shall be approved by the Board or its designee.

#### **Section 10.8 Jury Duty**

Employees who are summoned to court to perform Jury Duty shall suffer no loss of pay provided that the immediate supervisor is notified at least five (5) working days in advance of the official summons.

#### **Section 10.9 FMLA Leave of Absence**

- A. The parties agree to abide by the Family Medical Leave Act (FMLA), as the same may be amended from time to time.
- B. Employees who have accumulated sick leave, vacation, and/or personal days available will be paid during their FMLA leave until such days are exhausted. Once any leave goes into its first day of unpaid time, the balance of the leave shall remain unpaid, unless Sick Leave Bank days are awarded. In that case, the Sick Leave Bank days will be exhausted, and any remaining leave time will be unpaid.
- C. The Board will provide medical insurance coverage in accordance with Section 6.2 for bargaining unit members for the duration of the approved FMLA leave, even if the accumulated sick, vacation and personal time have been exhausted.
- D. The employee shall make his/her intention to return to work known to the administration in writing at least thirty (30) days before the termination of such leave, when possible.

#### **Section 10.10 Disability/Medical Leave**

Except in Worker's Compensation cases (wherein payment from the College shall be reduced by the amount received under the Worker's Compensation Act), a bargaining unit member who is ill or disabled and who has exhausted all accumulated leave time (including FMLA) shall be eligible, upon written verification from their doctor and as confirmed by a doctor of the Board's choosing and at the Board's expense, for Disability/Medical leave. While on Disability/Medical leave sections 10.1, 10.2, and 10.3 of Article X - Leaves of Absence shall apply. Disability/Medical leave will apply solely at the discretion of the Board for up to a six (6) month period and is contingent upon the bargaining unit member being physically unable to resume the position.

- A. Upon request, the Board, at its sole discretion, may grant an extension of time, not to exceed an additional six (6) months, contingent upon the bargaining unit member being physically unable to resume the position as documented by his physician.



- B. Ability to return to work must also be confirmed by both the employee's doctor and a doctor of the Board's choosing. If the doctors do not agree, the Board and the Union shall appoint an additional doctor to settle the dispute.
- C. An employee unable to return by the end of his Disability/Medical leave for a non-duty related injury shall be considered terminated from employment.
- D. A bargaining unit member on an approved Disability/Medical leave may continue (at employee's cost) medical insurance coverage through the College plan(s) for the period of the leave.
- E. Although the Disability/Medical leave may be initially approved by the Board, the College does not guarantee and is not responsible for placing the person back into their original position or at any position that may be available beyond the twelve (12) week limit of the FMLA leave.

**Section 10.11 Military Leave Regular and Reserve Forces**

The College shall follow all applicable state and federal laws pertaining to military leave.

**ARTICLE XI - WORKING CONDITIONS**

**Section 11.1 Office Automation and Reorganization**

- A. The Union shall be kept informed in writing of any employer programs of reorganization and/or automation. The written notice will set forth the nature of the intended changes. Any alleged violation of this provision shall not operate to defeat the reorganization, automation, or change in operations.
- B. The Employer agrees to meet with Union representatives to set up an orientation period for using the new technology. Upon completion of the orientation period, wage rates and job classification changes, if any, will be retroactive to the initial date of implementation.
- C. When changes in operations due to technological innovations occur, the Employer shall give first consideration to the utilization of affected bargaining unit members in the changed operations. If the affected bargaining unit members do not possess the requisite skills or knowledge to perform the required work in the new operation, the Employer shall provide the necessary training. However, the Employer's determination of qualifications, fitness for the new operation, and level and amount of training shall be final.

**Section 11.2 Health and Safety**

- A. The Employer will endeavor to provide safe and healthful working conditions.

- B. No bargaining unit member shall be required to work where such would be patently unsafe. Disputes hereunder shall be resolved through Expedited Arbitration. The bargaining unit member bears the burden of proving that the condition is actually hazardous.
- C. The College and the Union recognize the need to furnish appropriate equipment and materials to enhance the effectiveness of the workplace and the efficiency and productivity of College employees. In recognition of this, the College agrees to honor accepted ergonomic and safety standards when acquisitions of furniture and applicable computer equipment are made.
- D. Locker Space. Each bargaining unit member shall be provided locker space at Prairie State College.

**Section 11.3 Uniforms and Equipment**

- A. Upon hire, Prairie State College shall provide PSC Police with the following required uniforms and equipment:
  - 1. 3 pairs of uniform trousers
  - 2. 3 long sleeve shirts
  - 3. 3 short sleeve shirts
  - 4. 1 bullet proof vest
  - 5. 1 outer vest carrier
  - 6. 1 duty belt
  - 7. 2 badges
  - 8. 1 jacket
- B. All other required uniforms and equipment not listed here shall be the responsibility of the PSC Police Officer, including but not limited to the Officer's weapon.
- C. Upon successful completion of his/her Probationary Period, and thereafter on an annual basis, each PSC Police Officer shall receive the following uniform allowance for the purchase and maintenance of police uniforms in the form of a separate check:

|              |   |
|--------------|---|
| July 1, 2023 | \$1,000.00 for Full-Time, \$500.00 for Part-Time  |
| July 1, 2024 | \$1,100.00for Full-Time, \$550.00 for Part-Time   |
| July 1, 2025 | \$1,200.00 for Full-Time, \$600.00 for Part-Time  |
| July 1, 2026 | \$1,200.00 for Full-Time, \$ 600.00 for Part-Time |



- D. It is the PSC Police Officer's responsibility to keep his/her uniform and equipment clean and professional in appearance.
- E. Personal body armor (when appropriate) will be issued and replaced, at department cost, per standards set forth by the manufacturer. The replacement schedule will be monitored by Bargaining Unit members. This provision does not apply to the outer vest carrier which is purchased by the College upon the initial hire of the PSC Police Officer.
- F. All uniforms and equipment that have College insignia attached thereto shall be returned to Prairie State College upon termination of employment.
- G. When Police Officers must wear personal body armor is a management right and will be determined by the College.
- H. Equipment Safety
- I. The College agrees that no unsafe or improperly maintained or nonfunctioning equipment, including patrol cars, radios, computers, lights, sirens and any other equipment that is in regular use shall be assigned to Officers covered by this Agreement. It is understood that officers shall give reasonable notice to the administration regarding malfunctioning equipment. Notice to the administration will include the Chief, Vice President of Finance and Administration, and any other appropriate department head in writing.
- I. The parties recognize that service as a Police Officer is a profession in which the employee is exposed to certain risk inherent in public safety work. The College and the Union agree to promote safe working conditions.

#### **ARTICLE XII - NEW CLASSIFICATIONS**

The Union and the Board agree to abide by classifications in effect and the placement of employees therein as of the effective date of this agreement.

#### **ARTICLE XIII - VACANCIES**

##### **Section 13.1 Procedures**

- A. Prior to posting any vacancy, the College shall consider laid off employees in accordance with Articles XIX and XX of the Contract.
- B. Whenever there is a vacancy in a bargaining unit position, the administration shall publicize such vacancy within ten (10) working days of the decision to fill the vacancy by posting a notice of such vacancy in a locked bulletin board near Human Resources and by providing the President of

the Union with such notice. The notice shall include the minimum qualifications of the vacancy and a non-binding job description. Vacancies will be advertised internally and externally consistent with EEO/AA regulations. No vacancy shall be filled on a permanent basis until the notice of vacancy has been posted internally for five (5) workdays. However, the administration shall have the ability to fill the vacant position on an emergency basis until such time as a qualified candidate, as determined by the administration, is selected.

- C. Any applicant holding a position that is considered a part of the bargaining unit shall be considered an internal candidate. Each such candidate who meets minimum job qualifications shall be afforded an interview with the screening committee in their recommendation of qualified candidates for an open position. In cases where the finalist candidates are internal and each candidate is equally qualified as determined by the administration, the internal candidate with the greater seniority on the College staff shall receive priority in being offered the position. In cases where an external candidate and an internal candidate are equally qualified as determined by the administration, the internal candidate shall receive priority in being offered the position. "Qualifications" as determined by the administration in this provision are not limited to minimum qualifications but include other factors such as, but not limited to, job performance, experience and interview performance. The standard of review and any dispute regarding the administration's selection of a candidate shall be whether or not the administration's determination of qualifications was arbitrary and capricious. All candidates who qualify as a PSC Police Officer will be placed on an eligibility list in the order of their testing score. The eligibility list will be posted with the appropriated scores for each applicant before and after preference points have been added to the original score. The eligibility list will expire two (2) years from the date that it is posted; said eligibility list may be extended by management by one (1) additional year.
- D. Internal candidates will not be restricted in the number of positions they may apply for within any given period of time.

### **Section 13.2 Salary Structure**

All Fiscal Year 2023 increases will be paid retroactive to July 1, 2023.

SEE EXCEL ATTACHMENT

Step increases will be applied on an employee's anniversary date.

Yearly increase will be applied on July 1st each year of the agreement.

Corporal Pay:

The MOU attached stays in full force and effect for the entire agreement for Corporal pay which states the rank of Police Corporal will maintain a salary of ten (10) percent above the highest paid Patrol Officer.



July 1, 2023 - \$63,492.80

July 1, 2024 - \$65,715.06

July 1, 2025 - \$68,015.01

July 1, 2026 - \$70,395.61

Stipend:

The College agrees to pay a bargaining unit certified Field Training Officer one hour of pay at overtime rate per day when performing field training duties.

The College agrees to pay a stipend of \$1500.00 per fiscal year added to the base rate of pay for any bargaining unit member assigned to the appointed position of Training Officer.

Training Officer Duties:

- 1) Range (Rifle & Pistol)
- 2) All use of force
- 3) Training record keeping
- 4) Court Liaison
- 5) Body Worn cameras
- 6) Any other Miscellaneous training or scheduling of mandatory and -non mandatory training

Secondary Training Officer: Shall be paid at overtime rate whenever performing secondary Training Officer Duties and with approval of the Chief of Police or designee.

- C. Effective July 1, 2023, all full-time and part-time (shall be prorated at 50%) bargaining unit members with five (5) or more years of seniority shall receive a onetime longevity bonus, not added to base salary as follows:

|            |            |
|------------|------------|
| Five Years | \$500.00   |
| Ten Years  | \$1,000.00 |

The above longevity stipend shall be paid on the Bargaining Unit member's anniversary date.

- D. Range Qualification – Effective July 1, 2023 bargaining unit members will be required to successfully complete Range Qualification on a semi-annual basis. Upon verification of compliance with this clause, Bargaining Unit Members (Part-Time and Full-Time) will be compensated with five (5) hours overtime, paid at the premium rate (time and one half) for each qualification for the term of this agreement.

### **Section 13.3 Fitness for Duty**

- A. A fitness for duty evaluation may be requested in certain instances when the Chief of Police becomes aware or has been notified of an employee's inability to perform their duties for physical, mental or emotional reasons.
1. An evaluation will be mandated when the behavior adversely affects work performance or the individual is a danger to themselves or others.
  2. Documentation which supports the allegation in A.1 is mandatory.
  3. A fitness for duty evaluation may be needed when considering whether to return an employee to work after an extended period of leave.
- B. A fitness for duty valuation is not a substitute for discipline or to be used as coercion. When a fitness for duty evaluation is deemed appropriate, the employee should first be notified verbally of the pending evaluation by the Chief of Police. The Chief of Police will then advise the employee in writing of the specific issues prompting the action, and the date, time and location of the required evaluation.
1. The letter will also indicate that failure to report for evaluation as ordered, and or failure to cooperate with the evaluator could result in disciplinary action up to and including discharge.
- C. All appointments for fitness for duty evaluations will be coordinated through Human Resources. The evaluator's confidential report will be directed to the Executive Director of Human Resources. The Executive Director of Human Resources will deliver a sealed copy of the confidential report to the Vice President of Finance and Administration and the Chief of Police.
1. The original report will remain in Human Resources confidential files.
  2. The results from a psychological evaluation will be used to determine an employee's fitness for duty.
  3. Officers physically unable to perform their duties will be referred to the Board for possible reassignment or discharge.
- D. The evaluator will be a Board approved physician or mental health professional used for such services.
1. The employee will incur no costs, and time spent undergoing evaluation will be deemed duty time compensable at the individual's regular, straight-time rate of pay.



2. If the employee requests an outside individual review of the evaluation, the evaluator's report will be forwarded to a physician or licensed mental health professional of the employee's choosing for interpretation and review with the employee. All costs associated with this independent review will be the responsibility of the employee.

#### **ARTICLE XIV - HIRING/PROBATIONARY PERIOD**

##### **Mandatory Retirement Age for Police Officers**

Upon the board approval date of this contract, the age of 68 shall be the maximum age of employment of sworn members of the College's police department. All persons to whom this applies shall be retired upon the attainment of age 68. Any officer to whom this applies who is 68 or older upon the effective date of this contract shall be given a grace period of one (1) year from the effective date or age 75, whichever is the later to retire.

- A. The College shall notify the Union within ten (10) working days of the hiring of any bargaining unit member covered by this Agreement. The new bargaining unit member's name, seniority date, job title / classification, rate of pay and work schedule shall be provided in the notice to the Union.
- B. Opportunity to apply for any new position or vacancy shall be afforded the bargaining unit members in accordance with this Agreement.
- C. Sufficient copies of this Agreement shall be reproduced so that one copy shall be provided to each bargaining unit member. Each new bargaining unit member shall be given a copy of this Agreement. The cost of the initial production of the Agreement, and provision of new Agreements to new bargaining unit members shall be divided equally between the Union and the Board. All other information pertaining to employment conditions such as Board Policies and Procedures, insurance booklets, pension booklets and job descriptions shall be available for inspection by any bargaining unit member at the office of Human Resources.
  1. New bargaining unit members are not eligible to apply for any newly created or vacated positions for a period of six (6) months after their initial employment.
- D. Probationary Period
  1. All new bargaining unit members shall be considered probationary employees until they complete a twelve (12) month probationary period which shall run from the latter of (a)

graduation from the police academy and (b) date of hire as a Police Officer at the College. During the employee's probationary period, the employee shall be represented by the Union except in discharge cases and in cases where the Board determines not to hire a probationary employee into a full or part-time position because of unsatisfactory work performance. The College's decision to discharge and/or a decision not to hire a probationary employee is not grievable or arbitrable.

2. After successful completion of the probationary period, the bargaining unit member shall have the opportunity to be assigned to a full-time position.
3. Evaluation of a new bargaining unit member's work performance shall be made quarterly using a standard approved form by the immediate supervisor. The schedule for the performance evaluation will be as follows:

First quarter (Initial) - once every five (5) weeks during the first three (3) months

Second quarter – once during the second three (3) months

Third quarter – once during the third three (3) months

Fourth quarter (Final review) – once during the fourth three (3) months

The evaluation must be reviewed with the bargaining unit member and submitted to the Office of Human Resources. If the bargaining unit member does not agree with the evaluation, he/she may file a written rebuttal which shall be attached to the evaluation. If, at this time, the employee's work is deemed to be less than satisfactory, said employment will be terminated.

#### **ARTICLE XV - DRUG FREE WORKPLACE OPEN**

The Board will ensure the Department of Police and Campus Safety employees are physically and mentally fit to serve and protect the public. To that end, a zero tolerance drug policy is in effect. The College will seek to discharge any employee who tests positive for any substance prohibited by the Cannabis Control Act and the Illinois Controlled Substances Act. The Chemical Testing protocol is set forth in Appendix C attached hereto and incorporated herein by reference.

#### **ARTICLE XVI - PROMOTIONS**

##### **Section 16.1 Goals**

The parties agree that not only are the following goals required but insuring that the perception of the participants is that these goals are present is equally important; 1) FAIRNESS to all participants, 2) INTEGRITY in the process, 3) SELECTION of the best candidate.



Therefore, the final scores of any promotional exam shall reflect the requirements set forth in this Article in accordance with the following schedule:

| CATEGORY            | MAXIMUM SCORE       |
|---------------------|---------------------|
| Written Examination | 40                  |
| Oral Examination    | 30                  |
| Chief's Points      | 20                  |
| Seniority           | 10                  |
| TOTAL               | 100                 |
| Military            | As allowable by law |
|                     |                     |

If and when any promotional exam is given, the VP of Administrative Services will approve an external entity to administer such exam. The external parties shall include law enforcement personnel or those who have law enforcement backgrounds and follow applicable guidelines; notification of exam, study materials provided, etc.

**Section 16.2 Participants.**

Police Officers with at least two (2) years of service from date of hire shall be eligible to participate in the promotional process or those Police Officers who have served as a Police Sergeant or higher for at least five (5) years with another Police Department located in Illinois.

**Section 16.3 Seniority**

Participants shall receive one (1) point for every year of service as a sworn police officer with the College up to a maximum of ten (10) points.

**ARTICLE XVII - TRANSFERS**

A transfer occurs when a bargaining unit member is moved from one position to another solely by administrative action. An involuntary transfer is defined in C below and occurs when the unit member is transferred to a position that he/she does not find acceptable. Conversely, a voluntary transfer is one which, when proposed to the bargaining unit member, is found acceptable. Transfers are not to be

confused with position changes as a result of posted vacancies (see Article XIII) or promotions (see Article XVI).

- A. Whenever a bargaining unit member is transferred from one position to another by administrative decision for a reason other than unsatisfactory work performance, said bargaining unit member shall not be adversely affected in salary or seniority.
- B. Downgrading a bargaining unit position resulting from an administrative decision shall not adversely affect the salary position of the member in the established classifications.
- C. Any transfer of a bargaining unit member to another position which is not acceptable to the member involved, shall be considered an involuntary transfer. Prior to the involuntary transfer, the supervisor shall meet with the bargaining unit member and shall provide reason for the transfer in writing. Any employee being transferred will receive priority consideration for a period of one (1) calendar year for transfer into future bargaining unit vacancies for which the bargaining unit member meets the minimum qualifications as published for such vacancy, except that this clause shall not affect recall rights set forth in Articles XIX and XX.
- D. The compensation of an employee who is transferred to a lower classification either through voluntary action or unsatisfactory work performance will be arrived at as follows:
  - 1. Determine the percentage the individual's current rate is in relationship to the minimum salary of their current range.
  - 2. Apply the percentage arrived at in step one (1) to the minimum salary of the range to which the person is being transferred. The product becomes the new salary of the employee.
- E. Any employee who voluntarily applies for an open position under Article XIII-Vacancies, shall not be eligible to apply for the position under any other Article of the Contract.

#### **ARTICLE XVIII - SEVERANCE PAY**

A bargaining unit member who is terminated except either for performance, for cause, by retirement, or by voluntary resignation, shall receive severance pay in the total amount of one (1) month's pay for employees with one to ten (1 – 10) years of continuous service, or a total amount of two (2) month's pay for employees for more than ten (10) years continuous service. This distribution will occur after the last official check from the College has been issued.



## ARTICLE XIX - REDUCTION IN FORCE

### Section 19.1 Layoffs

Where there is an impending lay-off with respect to the Police Officers in the bargaining unit, the College shall inform the Union in writing as soon as practicable prior to such lay-off. Lay-offs may be initiated by the College only where the College makes a reasoned decision that a lay off is necessary. The College will provide the Union with the names of all Police Officers to be laid off prior to the lay-off.

- A. Subcontracted Security Employees, Probationary Officers, temporary and Part-Time Officers shall be laid off first, then Police Officers shall be laid off in accordance with their seniority, provided that the remaining Police Officers possess the skill and ability to perform the remaining work without further training. In this instance, the Police Officers with the least amount of seniority shall be laid off first. If the Police Officer(s) who have greater seniority do not possess the ability to perform the remaining work without further training, then the College may take a Police Officer's skill and ability into account, along with seniority, when making the decision on which Police Officer(s) will be laid-off. Any Police Officer shall receive notice in writing of the lay-off at least thirty (30) calendar days in advance of the effective date of such lay-off(s).
- B. No Police Officer will be hired to perform or permitted to perform those duties normally performed by a Police Officer while any Police Officer is on lay-off status, (so long as the Police Officer on lay-off is qualified to return to duty).
- C. Any Police Officer who has been laid off shall be placed on the appropriate reinstatement list for one (1) year and shall be recalled on the basis of seniority in the Police Department and ability and skill to perform the work in question without further training.
- D. A Police Officer must notify the College as to whether he or she will be returning to work within seven (7) calendar days from the date such Police Officer receives a notice recalling him or her to work.
- E. The College has the right to hire new Police Officers rather than recall laid off Police Officers if there is no one in the bargaining unit who has the skill and ability to perform the work.

### Section 19.2 Outsourcing of Work

The College reserves the right to contract out any work it deems appropriate. Whenever the College determines that it is in the best interest of the College to subcontract out the work of bargaining unit members, the Union will be notified, in writing, ninety (90) days prior to said lay-offs. Upon written request to the Union, the Board will enter into negotiations with the Union with respect to the impact upon such affected employees, including their possible reassignment to other available positions in the College and/or their employment by the subcontractor.

## ARTICLE XX - SENIORITY

- A. Seniority for bargaining unit members hired prior to October 1, 2012 shall accrue as of the bargaining unit member's date of hire as a full-time employee in the Police and Campus Safety Department in continuous service.

Seniority for bargaining unit members hired on or after October 1, 2012 on and after October 1, 2012 shall accrue as of the bargaining unit member's date of employment as a bargaining unit member in continuous service. Continuous service is broken and employment is terminated only by one of the following:

1. Voluntary resignation.
  2. Discharge.
  3. Failure of the bargaining unit member to return to work at the expiration date of an approved leave of absence or recall to work after a lay off when a notice of ten (10) or more work days has been delivered to the bargaining unit member by certified or registered mail at the last address filed by the bargaining unit member in the Human Resources Office of the College.
  4. Except in the case of a work related injury or illness, a leave of absence or disability that exceeds six (6) months.
  5. In the case of a work related injury or illness, a leave of absence that exceeds one (1) year.
- B. If two (2) or more bargaining unit members have the same seniority date, the date of the bargaining unit member's application shall control; whereby the bargaining unit member with the earlier application date shall be senior.
- C. A seniority list shall be prepared annually by the College and delivered to the Union President no later than July 1st of each school year.
- D. Anyone laid off shall receive priority for a period of one (1) year for any job vacancy as a sworn police officer for which they are qualified, as determined by the administration, in order of seniority, with the senior qualified bargaining unit member being called back first.

## ARTICLE XXI - DISCIPLINE

### Section 21.1 Guidelines for Progressive Discipline

Both the Board and the Union encourage supervisors and employees to communicate with one another and to informally resolve any problems that may arise. However, both parties recognize that,



from time to time, circumstances may arise which require the dispensation of discipline. Discipline shall be performed in a timely manner. Discipline shall be administered when behavior/conduct interferes with the job performance of self or others, or the overall operation of the College. Certain unacceptable actions which may include but not be limited to insubordination, falsification of records, possession of weapons or drugs/alcoholic beverages on College premises, theft, gambling, fighting and sabotage, may be serious enough to warrant immediate suspension for the first offense and possible termination of employment after investigation.

Discipline shall be issued in a private and confidential manner and will be administered as follows:

### **Section 21.2 Uniform Peace Officers Disciplinary Act**

The College agrees to abide by the Uniform Peace Officers' Disciplinary Act, (50 ILCS 725/1), commonly known as the Police Officers Bill of Rights. In the event a Sworn Police Officer covered by this Agreement has reason to believe that the College has violated the Uniform Peace Officers' Disciplinary Act, he or she will have the opportunity of filing a Grievance under the terms of this Agreement, or, separately, filing an action in a court of law. The College further agrees to abide by all applicable legal requirements under appropriate State and Federal legislation concerning the right of employees to refuse to submit to oral or written investigatory interviews without Union representation where the employee reasonably believes that such interviews might result in disciplinary action.

### **Section 21.3 Officer's Written Statements & Reports**

When disciplinary action is sought against a bargaining unit member, the Officer under investigation shall be provided, within two (2) calendar weeks of the date that any informal inquiry or formal interrogation is commenced, with a copy or copies of any written statement or statements he or she has made regarding the matter under investigation. This section shall also apply to such Police Department documents as "To-From" reports, case reports, shift reports, arrest reports, traffic tickets, and any and all other Police Department documents that the Officer in question prepared, signed or submitted in connection with the matter being investigated.

### **Section 21.4 No Media Exposure**

The College agrees that no photos of any Union Member under investigation shall be made available to the news media prior to a conviction on criminal charges or prior to a decision being rendered regarding any disciplinary action taken by the College and reviewed by an appropriate Reviewing body, unless otherwise required by law.

### **Section 21.5 Oral Warning**

The oral warning shall be delivered to the employee by the Chief of Police or his designee, with the Executive Director of Human Resources present. The Union will be notified of such a meeting and shall have the right to represent the bargaining unit member, if so requested. The employee is



responsible for notifying the Union for representation. The Chief of Police or his designee shall present a memorandum documenting the oral warning. A copy of such memorandum shall be served upon the employee who shall sign a copy to acknowledge receipt thereof, and a copy shall be placed in the employee's personnel file. The employee's refusal to sign the oral warning shall be noted and shall be placed in the employee's personnel file. Oral warnings are not grievable.

#### **Section 21.6 Written Warning and Conference**

The written warning shall be delivered to the employee by the Chief of Police or his designee with the Executive Director of Human Resources present. The Chief of Police or his designee shall present a memorandum documenting written warning. The Union shall be notified and shall have a right to be present at the meeting. The employee is responsible for notifying the Union for representation. The administration is responsible for notifying the employee that a disciplinary meeting shall take place. If the employee chooses not to have Union representation in the meeting, he will sign a written memorandum stating that he has been offered Union representation and has refused it. The memo shall contain a description of acceptable performance. The memo shall be given to the employee with copies to the Chief of Police, the Executive Director of Human Resources and the employee's personnel file. All persons present shall sign said memorandum. The employee's refusal to sign the letter of written warning shall be noted and shall be placed in the employee's personnel file. Written warnings are not grievable past Step 2 of the Grievance Procedure.

#### **Section 21.7 Suspension**

Suspensions without pay of two (2) days or less are not grievable past Step 3 of the Grievance procedure. Suspensions without pay of three (3) days or more are grievable through Step 4 of the Grievance Procedure. The parties acknowledge that suspensions with pay are not considered discipline.

#### **Section 21.8 Discharge**

Discharge is fully grievable.

#### **Section 21.9 Personnel File**

Every employee shall have the right to examine his/her personnel file upon making an appointment with the Human Resources Office. Such examination shall be exclusive of confidential referral or recommendation-type material which may be in the file from sources other than Prairie State College. The employee may attach rebuttal, clarifying or explanatory materials to any items in his/her file as he/she deems appropriate. The parties agree to be bound by the procedures outlined in the Illinois Personnel Record Review Act.



### **Section 21.10 Performance Evaluations**

An employee's performance shall be formally evaluated at least once per year. The purpose of the performance evaluation is to document elements of the position which the employee does well, those which require improvement, and to establish goals and development plans for continued growth. The immediate Chief of Police or his designee shall meet with the employee to discuss the performance evaluation and give the employee an opportunity to ask questions about any issues that may be unclear. After the evaluation discussion has taken place, the supervisor and the employee shall both sign the evaluation and the employee shall be provided with a written copy of the evaluation as well as any relevant supporting documents. An employee's signature indicates only that he/she has read and understood the evaluation, and shall not be interpreted to indicate agreement with the contents. The original of the signed evaluation shall be kept in the employee's official personnel file.

### **Section 21.11 To/From Memorandum**

If management requests a to/from Memorandum for any reason a Union member has an eight (8) clock hours window before the memo must be turned in to their Chief of Police.

## **ARTICLE XXII - GRIEVANCE PROCEDURE**

### **Section 22.1 Definition**

Prairie State College and the Prairie State College Campus & Public Safety Officers Association agree that they will use their best efforts to encourage the informal and prompt settlement of grievances. In the event a grievance may arise between Prairie State College and the Prairie State College Campus & Public Safety Officers Association, involving the interpretation and application of this Agreement, a grievance procedure is described below for the orderly resolution of such grievance.

A complaint shall first be discussed in a timely manner between the affected bargaining unit member and his/her immediate supervisor with the object of resolving the manner informally. The affected member may ask that a single Union representation be present for the discussion.

**Step 1** All grievances shall be filed at Step 1 within fifteen (15) working days after the Union or the grievant becomes aware or should have become aware that a grievance exists. The grievance form may be found in Appendix D of this Agreement. A grievance shall first be submitted in writing by the affected bargaining unit member to his/her immediate supervisor. The affected member may ask that a single Union representative be present for the discussion. Within five (5) working days after said discussion, the supervisor shall give the affected unit member a written response. After the written response is received, the affected employee shall have ten (10) working days to file a Step 2 grievance.



**Step 2** In the event the grievance has not been resolved in the first step, the Union or the grievant will submit a written statement to the Executive Director of Human Resources. The second step shall be made within five (5) working days after the receipt of the immediate supervisor's decision. Within five (5) working days of the second step filing, the Executive Director of Human Resources shall confer with the Union and the grievant in an effort to resolve the grievance. The Executive Director of Human Resources, shall within five (5) working days following the conference, file his/her written decision with the grievant and the Union.

**Step 3** In the event the grievance has not been resolved in the second step, the Union will submit a written statement to the President. Said statement shall be made within five (5) working days after receipt of the Executive Director of Human Resources decision. No later than ten (10) working days after receiving the statement, the President, or his designee, shall schedule a hearing on the grievance. Within ten (10) working days after the hearing the President, or his designee, shall communicate his/her decision in writing.

**Step 4** Within thirty (30) working days after receiving the decision of the President, the Union, at its option, shall submit the grievance to binding arbitration under the Voluntary Labor Arbitration Rules of the Federal Mediation and Conciliation Services (FMCS). The arbitrator shall follow the standard rules of the FMCS and his/her decision shall be binding on all parties. Further, the arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the First Step. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award, which is contrary to or inconsistent with the superseding State or Federal laws. The arbitrator shall not limit or interfere with the powers, duties and responsibilities of the College under law except where the exercise of College authority violates the specific terms of this Agreement. Expenses for the arbitration services shall be borne equally by the Board and the Union.

#### **Section 22.2 Provisions**

- A. No bargaining unit member will be required to meet with any administrator or supervisor at any formal stage of the Grievance Procedure without a Union representative.
- B. No participant in the Grievance Procedure shall be financially penalized for such participation. In the event the Union wants participants other than the grievant for a meeting/hearing during work hours, and the administration objects, the meeting/hearing shall be conducted after work hours.
- C. A bargaining unit member who participates in the grievance procedure shall not be subject to disciplinary action in reprisal because of such participation.



- D. The grievant, or his/her representative, will be provided copies of all materials submitted by the Board as evidence in any arbitration of the subject grievance.
- E. If a grievance is not presented by the employee or the Union within the time limits set forth above, it shall be considered "waived" and may not be further pursued by the employee or the Union. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, further appeal shall be deemed waived. If the College does not answer a grievance or an appeal thereof within the specified time limits, the grievance is considered denied at that step and may immediately be appealed to the next step.
- F. In any instance where the Union is not representing the grievant, the administrator or supervisor receiving the grievance or making the decision shall notify the Union in writing of all meetings, hearings, and resolutions at any level. The Union may appeal any decision which would seem to violate any terms of the Agreement.
- G. A grievance may be initiated and /or conducted by:
  - 1. the Union as a sole and exclusive bargaining agent for alleged violation of union's rights under this contract. A Union grievance may be initiated at the Step 2 level.
- H. Conferences held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for the grievant and his/her representative to attend.
- I. All time limits may be extended by mutual agreement between the parties.
- J. A grievance may be withdrawn or settled at any level without precedential effect.

#### **ARTICLE XXIII - 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 matter or subject not removed by law or by agreement of the parties from the area of collective bargaining, and the entire understanding and agreements arrived at by the parties after the exercise of that right are set forth in this Agreement. Therefore, the Board and the Union, for the life of this Agreement, each voluntarily waive any and every right which might exist under law, practice, or custom to negotiate any further agreements, items or topics effective for or during the term of this Agreement, regardless of whether or not proposals were made on such issue, topic or item or whether the issue or topic or time was negotiated. Each party expressly acknowledges that the only obligation to bargain during the term of this contract arises should both parties agree to amend, alter or change a specific express provision of this Agreement.

- B. During the term of this Agreement, this contract 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.

#### **ARTICLE XXIV - PRECEDENCE OF AGREEMENT**

If there is any direct conflict between the expressed terms of this Agreement and Board rules or its Policies and Procedures Manual, this Agreement shall take precedence.

#### **ARTICLE XXV - BOARD RIGHTS AND NO STRIKE**

A. Board Rights

The Board retains and reserves the ultimate responsibility for proper management of Community College District 515 as conferred upon and vested in it by the statutes and the Constitution of the State of Illinois and the United States, including but not limited to the responsibility for and the right:

1. To maintain executive management and administrative control of the District and its properties and facilities, and the activities of its employees as related to the conduct of College affairs.
2. To hire all employees and, subject to the provisions of the law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion, their assignment, and to promote and transfer all such employees.
3. To delegate authority through recognized administrative channels for the development and organization for the means and methods of operations.
4. To determine schedules, the hours of operation, and the duties, responsibilities and assignments of employees with respect thereto.
5. The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited by the specific and express terms of this agreement.

B. No Strike

The Union agrees for itself and on behalf of each individual member of the bargaining unit that during the term of this Agreement neither the Union nor any individual member of the bargaining unit will withhold services in any way at any time, nor will they engage in such concerted action as strike, slow-down, mass sick call, and shall not honor or refuse to cross any picket line, whether related to primary or secondary activity; nor will they impose any duty or obligation upon any member of the



bargaining unit to conduct, assist or participate in such withholding of services, strikes, slow-down or mass sick call.

**ARTICLE XXVI - TERM OF AGREEMENT**

This Agreement shall become effective July 1, 2023, and shall remain in full force and effect until June 30, 2027. This Agreement shall remain in full force and effect during the period of negotiations or until such time as it is replaced by any subsequent Agreement. It is the obligation of the Union to notify Prairie State College in writing of its desire to renegotiate this Agreement. Once notification is provided, the parties will agree on a mutually agreeable date to begin the negotiation process.

IN WITNESS WHEREOF, the parties have hereunto set their hands this

31st day of October 2023.

BOARD OF COMMUNITY COLLEGE  
DISTRICT NO. 515, COUNTIES  
COOK AND WILL, STATE OF IL

PRAIRIE STATE COLLEGE CAMPUS AND  
PUBLIC SAFETY SWORN PATROL OFFICERS OF  
ASSOCIATION, ILLINOIS COUNCIL OF POLICE

By:  \_\_\_\_\_

Board Chairman

By:  \_\_\_\_\_

Union President

By:  \_\_\_\_\_

Board Secretary

By:  \_\_\_\_\_

Chapter Representative



### Salary Structure

| FULL-TIME            | Current     | 1-Jul-23                    | 1-Jul-24    | 1-Jul-25    | 1-Jul-26     |
|----------------------|-------------|-----------------------------|-------------|-------------|--------------|
|                      |             | Equity Adjustment \$1.25/hr | 3.50%       | 3.50%       | 3.50%        |
| Start                | \$48,952.69 | \$51,552.69                 | \$53,357.03 | \$55,224.53 | \$57,157.39  |
| 1 <sup>st</sup> Year | \$50,984.24 | \$53,584.24                 | \$55,459.69 | \$57,400.78 | \$59,409.80  |
| 2 <sup>nd</sup> Year | \$51,963.29 | \$54,563.29                 | \$56,473.01 | \$58,449.56 | \$60,495.29  |
| 3 <sup>rd</sup> Year | \$53,529.77 | \$56,129.77                 | \$58,094.31 | \$60,127.61 | \$62,232.08  |
| 4 <sup>th</sup> Year | \$55,120.73 | \$57,720.73                 | \$59,740.96 | \$61,831.89 | \$ 63,996.01 |

All new amounts will also be shown as hourly rates.

| FULL-TIME            | Current | 1-Jul-23 | 1-Jul-24 | 1-Jul-25 | 1-Jul-26 |
|----------------------|---------|----------|----------|----------|----------|
| Start                | \$23.53 | \$ 24.78 | \$25.65  | \$26.55  | \$27.48  |
| 1 <sup>st</sup> Year | \$24.51 | \$ 25.76 | \$26.66  | \$27.60  | \$28.56  |
| 2 <sup>nd</sup> Year | \$24.98 | \$ 26.23 | \$27.15  | \$28.10  | \$29.08  |
| 3 <sup>rd</sup> Year | \$25.74 | \$ 26.99 | \$27.93  | \$28.91  | \$29.92  |
| 4 <sup>th</sup> Year | \$26.50 | \$ 27.75 | \$28.72  | \$29.73  | \$30.77  |

| PART-TIME                                     |  | 1-Jul-23         | 1-Jul-24 | 1-Jul-25 | 1-Jul-26 |
|---|--|------------------|----------|----------|----------|
|   |  | Equity Adjust to | 3.50%    | 3.50%    | 3.50%    |
| Employee's currently making less than \$24.98 |  | \$24.98          | \$25.85  | \$26.76  | \$27.70  |
| Employees currently making \$24.98            |  | \$25.50          | \$26.39  | \$27.32  | \$28.27  |
|   |  |                  |          |          |          |
|   |  |                  |          |          |          |
|   |  |                  |          |          |          |

## Appendix A

### I.C.O.P.S. APPLICATION FOR MEMBERSHIP AND DUES DEDUCTION AUTHORIZATION

I hereby voluntarily apply for membership in **Illinois Council of Police** and authorize said Union to represent me as my exclusive collective bargaining representative to negotiate on my behalf all terms and conditions of employment, either into agreements on my behalf and to otherwise represent me in any and all claims and matters arising out of my employment. I hereby agree to be bound by the Constitution and By-Laws of the **Illinois Council of Police** and by any collective bargaining agreements negotiated by the Union with my Employer.

I authorize and direct my Employer \_\_\_\_\_  
to deduct from my wages each pay period as provided by the Agreement between the Union and said Employer the monthly dues which may be charged by the Union in order to maintain my membership in good standing.

This Authorization shall continue for the term of this contract and any extension thereof and any successor collective bargaining agreements, although the dues amount may change from time to time.

Print Name \_\_\_\_\_ Job Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_  
Street City State Zip

Email \_\_\_\_\_ Date of Birth \_\_\_\_\_

Telephone \_\_\_\_\_ Cell \_\_\_\_\_

White – Union Copy

Yellow – Payroll Copy

Pink – Member Copy



**NON-PSC TUITION REIMBURSEMENT FORM**  
**(Police Collective Bargaining Unit Participants)**

Employee Name \_\_\_\_\_ Employee ID# \_\_\_\_\_

Name of College/University where courses are being taken \_\_\_\_\_

Semester courses taken (check one)     Fall     Spring     Summer 20 \_\_\_\_\_

| Course # | Course Title | Credit Hours |
|----------|--------------|--------------|
|          |              |              |
|          |              |              |
|          |              |              |

\*See reverse side of this form for reimbursement procedures.

I certify that I am the above named employee, a member of the Police Collective Bargaining Unit at Prairie State College and have been employed for six (6) months. I certify that I have read and understand the procedures concerning this benefit. If an employee voluntary leaves within one (1) year of receiving such a reimbursement, he/she must pay the College back one hundred percent (100%) of the reimbursement. If an employee voluntary leaves within two (2) years of receiving such a reimbursement, he/she must pay the College back fifty percent (50%) of the reimbursement.

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

|   |                     |
|---|---------------------|
| <i>For Human Resources Office Use Only</i>  |                     |
| Date: _____   |                     |
| Upon completion of the above course(s) with an A, B, or C, reimbursement will be paid up to a maximum of \$200 per credit hour. The official grade report has been verified and reimbursement is authorized as follows: |                     |
| _____ credit hours at \$ _____ per credit hour = \$ _____   | (amount reimbursed) |

|         |                               |                                      |                                |         |
|---------|-------------------------------|--------------------------------------|--------------------------------|---------|
| Tuition | <input type="checkbox"/> Pell | <input type="checkbox"/> Scholarship | <input type="checkbox"/> Grant | = Total |
|         |                               |                                      |                                |         |

Enter dollar amounts

Union President/Designee: \_\_\_\_\_

Human Resources Authorization: \_\_\_\_\_

### Other Non-PSC Tuition Reimbursement Procedures

**Eligibility:** Active member of Prairie State College Police Bargaining Unit and must be employed for six (6) months. Employee must be actively employed at completion of course and must receive an A, B or C grade. This benefit coordinates with other financial aid sources covering educational benefits.

**Amount:** Employees will be eligible for up to six (6) semester hours (limit \$200 per credit hour) on a first-come, first-served basis.

**Procedures:**

1. Initial payment for courses are paid, in full, by eligible employee.
2. Non-PSC Tuition Reimbursement forms must be completed and submitted to the Human Resources office prior to October 1 to register for Fall semester; March 1 for Spring semester; and July 1 for Summer semester.
3. Financial aid from other sources covering educational benefits will be applied toward payment of course(s) and will offset the total amount of reimbursement.
4. After completion of course(s), employee will provide Human Resources, with official grade(s) and paid receipt. Human Resources will review the grade(s) and paid receipt and will forward it to the Union President/designee for signature. Once signature is obtained, Human Resources will process request for tuition reimbursement.
5. Tuition reimbursement checks, made payable to the employee, will be mailed to the employee's home address.

Non-PSC Tuition Reimbursement Forms are available on the HR intranet page. Visit [prairiestate.edu/inside PSC](http://prairiestate.edu/inside/PSC), click Departments, and then click Human Resources.



## APPENDIX C Chemical Testing

### Statement

The use of illegal drugs and the abuse of legal drugs and alcohol by Employees present unacceptable risks to the safety and well-being of other employees and the public, invite accidents and injuries and reduce productivity. Employees must project a positive representative image which ensures public confidence in them and governs their professional conduct. The College has the right to expect its Employees to report for work fit and able for duty.

### Definitions

"Drugs" shall mean any controlled substance listed in 720 ILCS 570 et seq., known as the Controlled Substances Act, for which the person tested does not submit a valid pre-dated prescription. In addition, it includes "designer drugs" which may not be listed in the Controlled Substances Act but which have adverse effects on perception, judgment, memory or coordination. Among the drugs covered by this Article are the following:

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

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

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

### Prohibitions

Employees are prohibited from:

- (a) Consuming or possessing alcohol or illegal drugs, unless in accordance with duty requirements, at any time during the work day or anywhere on any College premises or job sites, including all College buildings, properties, vehicles and the Employee's vehicle while engaged in College business.
- (b) Illegally possessing, selling, using, purchasing or delivering any illegal drug during the work day or when off-duty.
- (c) Being under the influence of alcohol during the course of the workday.
- (d) Being under the influence of legal or prescribed drugs used in excess of, or in non-conformity with, prescribed limits during the course of the workday.
- (e) Failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

### **Requirements**

Employees are required to:

- (a) Report to their supervisor any known adverse side effects of medications or prescription drugs which they are taking which might affect or impact on the performance of their duties.
- (b) Notify the Director of Human Resources of his/her arrest for violation of any criminal drug statute regulating the manufacture, distribution, dispensation, possession or use of a drug or controlled substance or arrest for a violation of any statute prohibiting driving a motor vehicle under the influence of alcohol or drugs, within twenty-four (24) hours of such arrest.
- (c) Submit to drug testing as required by the College pursuant to this policy.

### **Circumstances Under which Alcohol and/or Drug Testing is Permitted**

As set out more fully in the following provisions, the College shall have the right to require an Employee to submit to alcohol and/or drug testing 1) where the College has reasonable suspicion to believe that an Employee is then under the influence of illegal drugs or alcohol during the course of



the work day, 2) in the case of an accident, 3) prior to a return to duty after an Employee has undergone alcohol and/or drug rehabilitation treatment, 4) as a follow-up once an Employee has returned to duty after alcohol and/or drug rehabilitation treatment, and 5) randomly. In addition, the College has the right to require alcohol and/or drug testing as part of its pre-employment screening of applicants.

#### A. Reasonable Suspicion Testing

1. "Reasonable Suspicion" is defined as a belief based on objective facts sufficient to lead a reasonable prudent supervisor to find that an Employee is using, or has used, drugs or alcohol in violation of this policy. The suspicion must be drawn from specific, objective facts and reasonable inferences drawn from those facts in light of experience.
2. Factors in Determining Factors to be considered by supervisory personnel in determining whether a finding of reasonable suspicion is appropriate may include, but are not limited to, any of the following, alone or in combination.
  - a. Observable phenomena, such as direct observation of drug use and/or the physical symptoms or manifestations of being under the influence of drugs;
  - b. Observable phenomena, such as direct observation of alcohol use, the presence of the odor of alcohol on or about the Employee, *and for* the physical symptoms or manifestations of being under the influence of alcohol;
  - c. Abnormal conduct or erratic behavior while on-duty;
  - d. Excessive unexcused absenteeism, tardiness or deterioration in work performance;
  - e. Slurred speech or unsteady walking or movement;
  - f. Illegal possession of drugs or controlled substances or an arrest for violation of a drug statute;
  - g. Information obtained from a reliable and credible source with personal knowledge which has been independently corroborated.

3. When Conducted: In the case of a reasonable suspicion test, the College may require an Employee to submit to chemical and/or alcohol testing if at least one (1) supervisory employee determines there is reasonable suspicion for such testing, and provides the Employee with the basis for such "suspicion" in writing, before the test is administered. An order to submit to testing shall be in writing and signed by the reporting supervisor and Director of Human Resources or his/her respective designee and include the objective facts and reasonable inferences drawn from the facts that serve as the basis of the order to test. When testing is ordered, the Employee will be removed from duty and will be placed on leave with pay pending the receipt of testing results.
4. Refusal of an Employee to comply with the order for a drug/alcohol screening will be considered as a refusal of a direct order and will be cause for disciplinary action up to and including discharge, but the Employee's taking of the test shall not be construed as a waiver of any objection or rights that he/she may have.

B. Accident Testing

1. Incident Required: The Employee(s) involved in a vehicular accident (i.e., the driver(s)) must submit to drug and/or alcohol testing when the vehicle the Employee is driving is operating and is in motion at the time of the accident.



2. Timing of the Test: The Employee(s) involved (i.e., the driver(s)) must submit to drug and/or alcohol testing within two (2) hours of the accident.
3. Available for Testing: The Employee who fails to remain readily available for post-accident testing or leaves the scene of an accident without a valid reason or permission by the Investigating Officer will be deemed to have refused to submit to testing.
4. Transportation to Collection Site: The College shall transport or arrange transportation for the Employee to be tested to the collection site and, after testing, to such Employee's home or work.
5. Following Collection: After submitting to the drug and/or alcohol testing, the Employee may return to work at the discretion of the Director of Human Resources.

C. Return to Duty Testing.

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

D. Follow-Up Testing.

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

E. Radom Testing

1. Frequency and Selection

- a. The random selection of Employees to be tested shall be based on a computer generated listing which shall ensure that there are no "safe periods" for any Employee. Each workday shall present every Employee with a substantially equal statistical chance of being required to submit to the random testing program, regardless of samples previously submitted.
- b. The number of random tests to be performed in any year shall be determined by the Director of Campus Safety or his/her representative and will ensure the

testing of fifty (50) percent of the Employees who are in the common selection pool.

- c. The collection of specimens for random testing shall be evenly distributed throughout the year. The number of specimens collected weekly, monthly or quarterly shall remain relatively constant.
- d. Random testing shall be conducted on different days of the week throughout the annual cycle to prevent Employees from anticipating patterns in collection schedules.
- e. The computerized random selection listing shall be generated from the common selection pool of all Employees using a confidential identification number uniquely assigned to each individual Employee. The association with and identification of the Employee's name shall be known only to the Director of Campus Safety and his/her representative until such time as the daily selection for testing list is prepared for notification.
- f. The process will be unannounced as well as random. Employees will be notified that they have been selected for testing after they have reported for duty on the day of collection.
- g. An Employee shall not be required to submit to random testing more than three (3) separate times in one calendar year.

## 2. Procedure

- a. Upon notification that an Employee has been selected for random testing, the Employee shall be required to report immediately to the Random Drug and Alcohol Testing Location, and no later than one (1) hour from notification.
- b. Upon arrival at the Random Drug and Alcohol testing location, the Employee will identify him/herself by use of the photo identification card and present the original Random Drug and Alcohol Testing Notification Form.



- c. Upon completion of the specimen collection process, the Employee will, if his/her shift is not completed, immediately return to duty status.

### Compounds Tested for and Levels Measured

#### A. Drug Testing

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

| Drug Name             | Initial Drug Screen | Confirmation TestGC/MS |
|-----------------------|---------------------|------------------------|
| Amphetamines          | 1000 ng/ml          | 500 ng/ml              |
| Cocaine               | 300 ng/ml           | 150 ng/ml              |
| Marijuana             | 20 ng/ml            | 15 ng/ml               |
| Opiates               | 300 ng/ml           | 300 ng/ml              |
| Phencyclidine ("PCP") | 25 ng/ml            | 25 ng/ml               |
| Benzodiazepines       | 300 ng/ml           | 150 ng/ml              |
| Methaqualone          | 300 ng/ml           | 150 ng/ml              |
| Barbituates           | 300ng/ml            | 150 ng/ml              |
| Methadone             | 300 ng/ml           | 150 ng/ml              |
| Propozphene           | 300 ng/ml           | 150 ng/ml              |

#### B. Alcohol Testing

1. An initial test result of .019 or below is considered a negative result and the Employee is free to return to work.
2. An initial result of .02 or higher is considered neither negative nor positive and the Employee must undergo a confirmatory test as soon as practicable, but not to exceed thirty (30) minutes from the time of the original test in the event of a breathalyzer test.
  - a. If the confirmatory test registers below .02, the result will be considered negative and the Employee will be free to return to work.

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

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

#### Types of Testing Permitted

The College may use any of the following types of testing for the presence of drugs and/or alcohol in an Employee's system:

- A. Urine Testing
- B. Evidentiary Breath Testing Device (Breathalyzer)
- C. Blood Testing
- D. Hair Follicle Testing
- E. Saliva Testing

The College may choose to use one (1) type of test for drugs and a different type of test for alcohol. Should the College use more than one (1) type of test for drugs and should any one (1) type of test reveal a negative result, then the results of all drug tests shall be deemed negative. Should the College use more than one (1) type of test for alcohol and should any one (1) type of test reveal a negative result, then the results of all alcohol tests shall be deemed negative. If the lab results are deemed inconclusive by the testing laboratory, the results are neither negative nor positive and are inconclusive and a different test may be ordered by the College. For purposes of this paragraph, initial confirmatory tests of the same type do not constitute different types of tests.

#### Testing Procedures

In conducting the testing authorized by the Agreement, the College shall:



- A. Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act and is accredited by the National Institute of Drug Abuse (NIDA);
- B. Establish a chain of custody procedure for both sample collection and testing that will ensure the integrity and confidentiality of the identity of each sample and test result;
- C. Collect a sufficient sample of the body fluid or material from an Employee to allow for initial screening, a confirmatory test and a sufficient allowance for alternative testing if requested, and paid for, by the Employee;
- D. Collect samples in such a manner as to insure a high degree of security for the sample and its freedom from adulteration and maintain those samples for a minimum of twelve (12) hours;
- E. Use an accepted immunoassay method in conducting initial drug screening;
- F. Confirm any sample that tests positive for drugs in the initial screening by testing the second portion of the same sample by gas chromatography mass spectrometry (GC/MS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;

- G. Be notified of a positive test result only after an initial positive test result is confirmed by positive test result in a second test on the same sample;
- H. Provide each Employee tested with a copy of all test results and laboratory reports in connection with the testing upon request to the Director of Human Resources;
- I. Ensure that the taking of urine samples shall not be witnessed, unless there is reasonable suspicion to believe that the Employee is tampering with the testing procedure;
- J. Require the Employee to give a sample under direct observation of a same gender collection site person only if the collection site personnel or the representative of the College has reason to believe that an adulterated or substituted sample has been provided, or that the Employee may alter or substitute the sample; and
- K. Ensure that no Employee is subject to any adverse employment action except temporary reassignment with pay or relief from duty with pay during pendency of any testing procedure. Any such reassignment or relief from duty shall be immediately discontinued in the event of a negative test result, and all records of the testing procedure will be expunged from the employee's personnel files.

#### **Retest of Sample**

- A. An Employee who tested positive for drugs shall have the opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the Employee's own choosing and the Employee's own expense, provided that the laboratory is licensed to the Illinois Clinical Laboratory Act and that it is accredited by the National Institute of Drug Abuse (NIDA) and the Employee notifies the Director of Human Resources within forty-eight (48) hours of receiving the results of the tests.
- B. The laboratory that performed the initial test shall deliver the sample to the laboratory of the Employee's choice to ensure the integrity of the chain of custody.
- C. Quantization for a retest is not subject to a specific cutoff level requirement, but must provide data sufficient to confirm the presence of the drug or metabolite. Because some analyses may deteriorate or are lost during storage, detected levels of the drug below the detection limits established in this Agreement, but equal to or greater than the established sensitivity of the assay must, as



technically appropriate, be reported and considered corroborative of the original positive results.

- D. An original copy of the results of the retest conducted by the Employee's chosen laboratory shall be delivered to the Director of Human Resources within ten (10) calendar days from the date the specimen was delivered to the Employee's selected laboratory,
- E. If the laboratory chosen by the Employee within the time allotted disputes the positive finding(s) of the laboratory used by the College and such laboratory has used the same testing procedure used by the original laboratory, then no further action shall be taken against the Employee.
- F. Except when any delay is the fault of the laboratory, if the laboratory chosen by the Employee fails to dispute the positive finding(s) within the allotted time, or if the Employee fails or refuses to elect the confirmatory testing procedure within the time or in the manner prescribed herein, or if the Employee fails to present the results of the second laboratory's test within the allotted time, the finding of a positive test result will stand.

#### **Procedure Following a Positive Test Result**

- A. Upon receipt of notification of a positive test results, the Director of Human Resources, or his/her representative shall notify the affected Employee and request that he/she furnish documentation relating to the use of any legally prescribed drug(s) (e.g., prescription bottles bearing prescription numbers, prescribing physician's statement, etc.).
- B. If an investigation reveals that the drugs have been legally prescribed to the Employee and that the Employee has consumed the drugs at a therapeutic level in accordance with prescription directions, no further action will be taken.
- C. If an investigation reveals that the drugs have not been legally prescribed to the Employee, the Director of Human Resources or his/her representative may initiate disciplinary action.

#### **Discipline**

The first instance that an Employee tests positive on the confirmatory test for drugs or is found to be under the influence of alcohol is grounds for disciplinary action, up to and including discharge.

This Section shall in no way limit discipline for other offenses arising out of, related or aggravated by alcohol or drug abuse.

### **Behavior That Constitutes Refusal to Submit**

The following behavior by an Employee will constitute a refusal to submit to drug and/or alcohol testing:

- A. Alleged inability to provide sufficient quantities of breath for breath testing, unless there are extenuating documented medical conditions;
- B. Failure to provide a urine sample within a reasonable period of time (not to exceed two (2) hours from the time the Employee received the notice to submit to testing) even after being provided with ample liquids and opportunity unless there are extenuating documented medical conditions;
- C. Stating that he/she is ill and cannot complete the test when such Employee has been informed an impending test unless there are extenuating documented medical conditions;
- D. Failing to remain readily available for post-accident testing or leaving the scene of an accident without a valid reason prior to submitting to a drug and/or alcohol test;
- E. Tampering with a urine test; and
- F. Refusing or failing to complete any step in the drug testing process (e.g., failing to report to the collection site), without a valid documented medical excuse.

### **Violations of a Criminal Drug Statute**

- A. If an Employee is convicted of a violation of a criminal drug statute he or she will be subject to discipline up to and including discharge.
- B. If an Employee is convicted for driving under the influence of alcohol, he or she will be subject to discipline up to and including discharge.
- C. If an Employee pleads guilty or *nolo contendere* ("no contest") to a violation of a criminal drug statute, the Employee must notify his/her Supervisor immediately, no later than the earlier of the next time such Employee is scheduled to work or three (3) days from the date of such plea. An Employee convicted in such a way of a violation



of a criminal drug statute will be subject to discipline up to and including discharge.

- D. If an Employee pleads guilty or *nolo contendere* ("no contest") to a violation of a driving under the influence statute, the Employee must notify his/her Supervisor immediately, no later than the earlier of the next time such Employee is scheduled to work or three (3) days from the date of such plea. An Employee convicted in such a way of a violation of a criminal drug statute will be subject to discipline up to and including discharge.

#### **Voluntary Requests for Assistance**

The College shall take no adverse action against an Employee who voluntarily seeks treatment or counseling prior to being notified of his/her selection for drug and/or alcohol testing, provided that Employee has not tested positive on a previous drug and/or alcohol test administered by the College. The College shall assist an Employee seeking assistance by making available means by which referrals and/or a lawyer may be obtained (Employee Assistance Program).

All such requests shall be confidential. When undergoing treatment and evaluation, employees shall be allowed to use accumulative sick and/or paid leave and/or be placed on unpaid leave pending treatment.

#### **Confidentiality**

All information acquired in the drug and alcohol testing process, including but not limited to the results of an Employee's drug or alcohol test and/or information regarding a treatment program will be kept in secured files, separate from personnel files, and will be held in confidence. Disclosure will be limited to members of the College's management who the College believes must be aware of this information. Unless otherwise permitted or required by law, this information will not be disclosed by the College to any other employer, individual, or organization without the applicant's or the Employee's written consent.

#### **Pre-Employment Testing**

The foregoing Chemical Testing policy shall not limit the right of the College to conduct such pre-employment drug and/or alcohol testing as it may deem appropriate on persons seeking employment in the College.

**Appendix D**  
**ILLINOIS COUNCIL OF POLICE**  
24-Hour Toll-Free Phone: 1(800) 832-7501  
Business Hours Office Phone: (630) 832-6772  
Fax: (630) 832-6978  
E-mail: [icops@sbcglobal.net](mailto:icops@sbcglobal.net)

**GRIEVANCE REPORT**

Grievance # \_\_\_\_\_

Department: \_\_\_\_\_ Date Filed: \_\_\_\_\_

Grievant's Name: \_\_\_\_\_

---

---

**STEP ONE/TWO/THREE**

Date of Incident or Date knew of Facts giving rise to Grievance: \_\_\_\_\_

Violated Article(s) and Section(s) of Contract: \_\_\_\_\_  
*(or any other applicable contract sections)*

Briefly state the facts: \_\_\_\_\_

Remedy Sought: \_\_\_\_\_  
(USE ADDITIONAL SHEETS IF NECESSARY)

Given to: \_\_\_\_\_ Date/Time: \_\_\_\_\_

\_\_\_\_\_  
Grievants Signature ICOPs Signature

---

---

**EMPLOYER'S STEP ONE/TWO/THREE RESPONSE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employer Representative Signature Position  
\_\_\_\_\_  
Person To Whom Response Given Date

Matter Resolved: \_\_\_\_\_  
\_\_\_\_\_