

**AGREEMENT BETWEEN**  
**WILLIAM RAINEY HARPER COLLEGE**  
**AND**  
**ILLINOIS COUNCIL OF POLICE**  
**2017-2021**

**August 2017**

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## **INTRODUCTION**

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

## **PREAMBLE**

The Union, having been designated collective bargaining agent for all regular, full-time Harper College Police Department Employees, and said employee job titles subsequently being reclassified as Community Service Officer I – Patrol, Community Service Officer I – Dispatch, Community Service Officer II and Police Officer, and the College, having endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting certain relations between them, and the intention of the parties to this Agreement being to provide, where not otherwise mandated by statute, for the wage schedule, fringe benefits, and other conditions of employment of the Harper College Police Department employees covered by this Agreement, all as set forth herein, the parties therefore agree to the following:

## **ARTICLE I – RECOGNITION**

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

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

## **ARTICLE II – BOARD RIGHTS**

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

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

## **ARTICLE III – NO STRIKES**

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

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

### **4.1 Bulletin Board**

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

#### **4.2 Public Information**

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

#### **4.3 Board Meetings**

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

#### **4.4 Dues Check Off**

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

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

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



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

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

#### **4.6 Committee Representative**

The College shall encourage the College Assembly to appoint one Police Department employee to one College committee that deals with issues affecting employees covered by this Agreement. Such Committee appointment shall be made from a list of employees recommended by the Union.

#### **4.7 Printing of Agreement**

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

#### **4.8 New Employee**

The Union shall be notified of the hire of each new Police Department employee whose job classification is covered by this Agreement within thirty calendar days of the date of hire.

## **ARTICLE V – GRIEVANCE PROCEDURE**

### **5.1 Purpose**

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

### **5.2 Definitions**

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

### 5.3 Procedures

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

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

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

**Step 3.** If the grievance is not resolved at the preceding step, the Union may refer it to the College President or designee by filing the same in writing within

fourteen (14) calendar days of receipt of the answer from the Executive Vice President of Finance and Administrative Services or designee. The President or designee will arrange for a meeting to be held within fourteen (14) calendar days of such referral to review the grievance. Each party shall have the right to include in its presentation such witnesses as it deems necessary to develop facts pertinent to the grievance. A written answer, including reason(s), shall be provided to the grievant with a copy to the Union within fourteen (14) calendar days of the meeting provided for in this paragraph.

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

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

The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore, or add to the provisions of this Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her by the College and the Union, and his/her decision must be based solely upon his/her interpretation of the meaning or application of the express, relevant language of this Agreement. The arbitrator is empowered to include in his award such remedies as shall be within his/her lawful authority. The fees and expenses of the arbitrator and the American Arbitration Association shall be shared equally by the College and the

Union. The parties likewise shall share the expense of any transcript(s), which they may jointly request, but all other expenses which may be incurred by either party shall be borne by that party.

## **ARTICLE VI- DISCIPLINE AND DISMISSAL**

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

The typical disciplinary sequence for an employee shall be:

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

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

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

An arbitrator shall have the authority to order the restoration of employment of a dismissed employee pursuant to this section only if accompanied by a finding of violation of the employee's substantive rights. The arbitrator in such cases shall reduce any back pay award by any amount earned by the employee during the

period he/she was not working and by any Unemployment Compensation payments earned during such period.

## **6.2 Conference**

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

## **ARTICLE VII – EMPLOYMENT**

### **7.1 Probationary Period**

The probationary period for each Police Officer shall be fifteen (15) calendar months. The probationary period for other Police Department\_employees covered by this agreement shall be twelve (12) calendar months. The College reserves the right to extend such probationary period for good reasons and in no event shall such extension be for more than two (2) additional months. The College shall promptly notify the union of such extension of the probationary period.

Holidays, sick days and insurance benefits (subject to any applicable waiting period) shall be made available to a probationary employee immediately after employment. Vacation, personal business days, leaves of absence and all other benefits shall accrue during the probationary period but shall not be available for use until the successful conclusion of twelve (12) months of the probationary period. However, one vacation day and two (2) personal days may be used during the second six months of the probationary period. Upon successful completion by an employee of his/her probationary period, his/her seniority date shall revert to his/her last date of hire. There shall be no seniority among probationary employees.

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

## **7.2 Seniority**

Seniority shall be defined as the length of continuous uninterrupted full-time service with the College beginning with the employee's most recent date of hire as a full-time Police Department employee. The relative seniority of employees hired on the same day shall be determined by the date of receipt of the employees' employment applications.

## **7.3 Reduction In Force**

If the College determines that a reduction in force is necessary, resulting in a decrease in the number of employees covered by this Agreement, the decrease shall be based on the inverse seniority order by employee classification, except that all employees hired within twenty-four (24) months of the last hire (within the position classification) shall be considered for reduction using a variety of factors as determined by the College. Such factors shall include, but are not limited to, job performance, skill, ability, experience, seniority, mental and physical ability to perform assigned duties and the needs of the College.

If the College determines to fill the affected positions within twelve (12) months of the date of termination, these positions shall first be offered to those employees who were laid off from the positions. Reinstatement shall take place without loss of accumulated seniority, but an employee shall not accrue additional seniority until the employee recommences work upon reinstatement after the reduction-in-force.

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

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

#### **7.4 Subcontracting**

If the College should desire to subcontract work being performed by bargaining unit members and this change will likely lead to layoffs of bargaining unit members, the College shall notify and negotiate with the Union over the effects of such action before any such layoffs are implemented.

#### **7.5 Posting**

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

A bargaining unit employee on layoff status who applies for placement on the position vacancy mailing list and who keeps the College informed of his/her current mailing address shall receive position vacancy notices for Police Department vacancies for twelve (12) months from the date of layoff. Such employee may apply to fill a new or vacant position and shall be considered to be a qualified candidate if he/she has the educational background, training and experience which is consistent with the posted qualifications and credentials for the position.

#### **7.6 Personnel Files**

An employee shall have the right to examine his/her personnel file in the Human Resources Office in accordance with College policy and the Illinois Personnel Records Review Act. Such request shall be made in writing and shall be honored without undue delay if made during normal business hours. A designee of the College administration may be present during such review. Nothing shall be



permanently removed from the file without the consent of the employee and the College President or his designee. An employee may petition the College President to have a suspension or written disciplinary notice removed from the personnel file if it has been in the file for five (5) or more years and a verbal warning removed after three (3) years or more. An employee may reproduce material from his/her files at the cost established by College policy.

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

#### **7.7 Evaluative Material**

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

Before evaluative material is placed in the personnel file, a copy of such material shall have previously been made available to the employee. The employee shall have acknowledged receipt of such evaluative material but such acknowledgment shall not signify anything other than receipt of a copy of the material. Should the employee refuse to sign the material, the supervisor shall write on the material that the employee refused to sign, date it and sign his/her name to the material.

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

## **7.8 Equipment Safety**

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

## **7.9 P.O.W.E.R. Test**

It is mutually agreed that the results of the P.O.W.E.R. test for employees hired after July 1, 2002 and that the results of an annual fitness assessment (as determined by the College) prior to July 1, 2002 would be used in the annual performance appraisal as an evaluative measure of physical conditioning and ability to perform the Police Department function.

If such employee does not pass the P.O.W.E.R. test or the annual fitness assessment, he/she shall not be terminated from employment solely for failure to pass such test.

It is also mutually agreed that the College will provide appropriate training prior to testing for all of the required annual proficiencies.

## ARTICLE VIII – HOLIDAYS

### 8.1 Eligibility

A regular full-time employee shall be entitled to the following fourteen (14) paid holidays:

- 1) New Year's Day (January 1)
- 2) Martin Luther King's Birthday (3<sup>rd</sup> Monday in January)
- 3) Lincoln's Birthday (as observed in College calendar)
- 4) Friday before Easter
- 5) Memorial Day (as observed in College calendar)
- 6) Independence Day (July 4)
- 7) Labor Day (1<sup>st</sup> Monday in September)
- 8) Columbus Day (to be used during Christmas recess)
- 9) Veteran's Day (November 11 or as observed in College calendar - to be used during Christmas recess)
- 10) Thanksgiving Day (4<sup>th</sup> Thursday in November)
- 11) Day after Thanksgiving
- 12) Christmas Eve Day (December 24)
- 13) Christmas Day (December 25)
- 14) New Year's Eve Day (December 31)

The College reserves the right to alter the dates these holidays will be celebrated by the College.

### 8.2 Holiday During Vacation

A paid holiday occurring during an employee's scheduled vacation will not be charged to vacation time.

### **8.3 Holiday Pay**

A regular full-time employee scheduled to work on a holiday will be paid two and one-half (2.5) times their regular rate of pay (1.5 times holiday premium plus 8 hours straight time for the holiday). No overtime pay will be paid in addition to the holiday premium.

A regular full-time employee not normally scheduled to work on a day that is a holiday shall be granted eight (8) hours straight pay for the holiday.

### **8.4 Holiday Absence**

To be eligible for holiday pay an employee must work (or receive vacation pay, personal business leave and/or compensatory time. Sick leave is excluded.) all scheduled hours on the scheduled workday immediately prior to the holiday and the scheduled workday immediately following the holiday. Failure to obtain prior supervisory approval to be absent the day before or after a holiday will result in loss of pay for both the holiday and the day(s) of absence. This requirement may be waived in the event of an emergency.

## **ARTICLE IX - VACATION LEAVE**

### **9.1 Accrual of Vacation Leave**

A regular full-time employee shall be entitled to the following vacation leave allowance:

First (1st) through fifth (5th) year of continuous service: Ten (10) working days per year.

Sixth (6th) through tenth (10th) year of continuous service: Fifteen (15) working days per year.

For each additional year of continuous service there shall be one (1) additional day of vacation for each year to a maximum of twenty (20) working days per year, as shown below:

11 years of service = 16 days

12 years of service = 17 days

13 years of service = 18 days

14 years of service = 19 days

15 years of service = 20 days

## **9.2 Use of Vacation Leave**

- 1) An employee is encouraged to use vacation leave during the summer months. A minimum of five (5) vacation days must be taken each year. Vacations will be scheduled to avoid multiple employees taking vacation at the same time and to insure a reasonable staffing level. Scheduled vacation leave which is cancelled due to operational reasons shall be rescheduled prior to the end of the year.
- 2) Vacation leave may be taken only to the extent that it is actually earned.
- 3) Vacation leave must be approved by the Deputy Chief of Police. Requests for vacation leave must be submitted at least five (5) working days (Monday through Friday) prior to the start of the leave, except in an emergency when such approval shall be requested as soon as possible thereafter. Leave requests submitted within these time-frames shall be approved in a reasonable and timely manner.
- 4) Vacation leave must be taken in either half-day or full-day increments.
- 5) Vacation leave must be recorded on the employee's payroll report.

- 6) Contingent upon the successful completion of the probationary period, a probationary employee will accrue vacation leave during the probationary period of their employment. Vacation leave will not be paid if the probationary period is not completed, nor can it be used during the first six months of the probationary period.
- 7) Vacation leave will not accumulate while an employee is on an unpaid leave of absence, short-term disability or long-term disability.
- 8) An employee absent the working day before or following a vacation period will be requested to submit a satisfactory reason for the absence in writing with their absence report form along with the specific approval of their supervisor to be absent for the working day(s). Failure to provide such satisfactory reason will result in loss of pay for the working day(s).
- 9) Total earned vacation leave which is allowed to be carried over from one (1) year to the next, is one year's vacation allowance, plus five (5) days. Any excess vacation leave will be forfeited on July 1 of each year.

### **9.3 Vacation Leave at Termination**

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

## **ARTICLE X -- SICK LEAVE**

### **10.1 Rate of Accumulation**

- 1) A regular full-time employee shall be entitled to sick leave earned at the rate of one and one-quarter (1.25) days per month. Unused sick leave may be accumulated to a maximum of three hundred (300) days.

- 2) A maximum of two (2) personal business days which are unused each year shall be added to the employee's accumulated sick leave.
- 3) Sick leave will not accumulate while an employee is on a leave of absence, short-term disability or long-term disability.

## **10.2 Use of Sick Leave**

- 1) Sick leave can be taken only to the extent that it is actually earned.
- 2) Sick leave must be reported on the employee's payroll report. The charging of absence time for the purposes of sick leave for a full-time employee shall be treated as if the employee worked the same number of hours each workday.
- 3) For an illness of more than five (5) consecutive working days, or for an absence of less than five (5) consecutive working days as reasonably deemed necessary by the College, a certificate from the employee's doctor may be requested to verify an illness or to ensure that the employee was recovered sufficiently to return to work.
- 4) Sick leave can be used only in cases of personal illness, quarantine, or medical emergency in the employee's immediate family. Medical emergency is defined as a hospital admission, the critical care of a member of the immediate family or the illness of a dependent child. Medical emergencies are limited to a maximum of five (5) working days. Employee's immediate family is defined as the employee's parents, spouse, children, grandchildren, grandparents or parents-in-law. Appointments with doctors or dentists should be scheduled on non-working hours.
- 5) An employee must call his/her supervisor promptly on the first day of an illness or accident, except in an emergency when the employee is unable to

call, and every day thereafter. An employee who is hospitalized or convalescing at home for a period of sickness or following an accident shall not be required to call each day, but must personally report to his/her supervisor by telephone at least once each week. If the supervisor is not available, the employee may leave an absence report call with the supervisor's office clerical staff.

- 6) All calls should be placed to the dispatcher no later than two (2) hours prior to the start of the scheduled workday. If the absence report call is not made within that period of time, the employee will have violated the call-in procedure. An employee's violation of the call-in procedure is subject to disciplinary action and may result in denial of sick leave pay for the days of absence occurring after the violation of the call-in procedure. Exceptions to this call in procedure will be for emergency reasons only.
- 7) The College reserves the right to require an employee to report to a physician of the College's choice in order to determine whether the employee is entitled to sick leave benefits. Such physician visit will be paid for by the College.
- 8) In the case of extended illness, unused vacation time and personal business days must be taken before applying for short-term or long-term disability.
- 9) An employee arriving at work two (2) hours after the normal starting time or leaving two (2) hours before the normal quitting time due to illness shall be charged for one-half (.5) day of sick leave.
- 10) Sick leave will not be paid during the terminal leave period (the last two (2) weeks of employment) without the approval of the Deputy Chief of Police and the Chief Human Resources Officer .
- 11) Coverage for sick calls shall follow the overtime guidelines agreed upon in this contract.



## ARTICLE XI – LEAVES

### 11.1 Personal Business Leave

A regular full-time employee shall be granted two (2) days of non-cumulative personal business leave with pay to be used each year. Personal business leave is available only when the employee cannot attend to necessary personal business on non-working hours. Personal business leave days are calculated on a fiscal year basis (July 1 to June 30). Personal business leave shall be taken in no less than one-half (.5) day increments.

An employee requesting personal business leave must provide three (3) work days (Monday through Friday) prior notice and have the advance approval of his/her supervisor except in an emergency when such approval shall be requested as soon as possible thereafter.

Personal business leave will not be granted for the work day immediately before or after a holiday, vacation, or sick leave. Nor shall personal business leave be allowed during an employee's first six-months of her/his probationary period or during the last two (2) weeks of employment.

Personal business leave days which are unused each year shall be added to the employee's accumulated sick leave.

### 11.2 Bereavement Leave

A maximum of three (3) consecutive work days leave with pay will be granted in the event of the death of an immediate family member (see definition below) provided the days fall on the employee's regularly scheduled workdays. An additional two (2) consecutive work days leave with pay will be granted in the event of death of an employee's spouse, child, parent, siblings, mother-in-law or father-in-law. This leave is for the purpose of attending the funeral which includes such related events as the wake or visitation.

Immediate family members shall be interpreted to mean parent, spouse, child, brother, sister, grandparent, grandchild, aunt, uncle, nephew, niece, parent-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law.

### **11.3 Jury Duty Leave**

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

### **11.4 Reserve Duty Leave**

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

### **11.5 Time Off For Voting**

A regular full-time employee who works on Election Day shall be provided up to two (2) consecutive hours off of work, without pay, to vote in general elections, provided sufficient open poll time is not available prior to or after the employee's scheduled shift. This period will be either immediately following the opening of the polls or immediately prior to the closing of the polls, and must be approved by the supervisor in advance.

### **11.6 Short-Term Leave**

A short-term leave of absence without pay may be granted for an aggregate period not to exceed ten (10) working days for each consecutive year of continuous employment, up to a maximum of thirty (30) working days. A request for such leave must be in writing and approved by the Deputy Chief of Police, Executive Vice President of Finance and Administrative Services, and the Chief Human Resources Officer. A short-term leave of absence without pay shall not

result in loss of seniority or accrued sick leave. An employee must use up accumulated vacation leave prior to a short-term leave.

Good and sufficient reason for the request must be shown. Individual cases will be decided on their own merit and such leave of absence approval shall be non-precedential. An employee granted a leave of absence not exceeding thirty (30) working days shall, upon return from the leave, be reinstated in his/her original position.

### **11.7 Long-Term Leave**

A long-term leave of absence, without pay and benefits, for a period of up to one (1) calendar year may be granted at the sole discretion of the College. A request for such leave must be in writing. Good and sufficient reason for the request must be shown. Individual cases will be decided on their own merit and such leave of absence approval shall be non-precedential.

While on such leave an employee shall not accrue additional seniority however, the employee shall be allowed to participate in the College group health, dental and life insurance programs, provided the employee shall make timely advance payments of the full cost due for such insurance to the designated College office. Upon written confirmation that the employee desires to return after the leave expiration, the employee shall be reinstated in the same or substantially similar position, if such a position becomes available within sixty (60) calendar days from termination of the leave.

### **11.8 Parental Leave**

An employee who has completed two (2) years of full-time service to the College shall be eligible for a parental leave of absence, without pay or other benefits except for those benefits specifically identified in this Article, for a maximum of one (1) year. The time period of the leave shall commence with or include the date of delivery of the child. This section shall also apply to the adoption of a

child under six (6) years of age. Such leave will entitle the employee to reinstatement, without loss of seniority or accumulated sick leave, to the same or substantially similar position at the termination of the leave if such a position becomes available within sixty (60) calendar days from termination of the leave. The employee shall not accrue additional seniority during the term of the unpaid parental leave.

A request for a parental leave of absence should normally be submitted in writing to the Executive Vice President of Finance and Administrative Services or designee at least four (4) months prior to the start of the leave. If desired, the employee may continue group health, dental and life insurance coverage provided that the employee pay the full cost of such participation to the College at the beginning of each month.

Sick leave shall not be applicable during the period of parental leave, except as eligible under the Family Medical Leave Act. Any accumulated sick leave available at the commencement of the leave, except as taken under the Family Medical Leave Act, shall be available to the employee upon return to employment at the College.

#### **11.9 Non-Precedential Effect of Leaves**

Any leave of absence herein, which by its terms is not mandatory, shall be within the sole discretion of the College or the appropriate administrator. The granting or denial of such leave shall be non-precedential with respect to any other application for such leave.

#### **11.10 Unemployment Compensation**

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

### **11.11 Family Medical Leave Act**

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

## **ARTICLE XII – INSURANCE PROGRAMS**

### **12.1 Eligibility**

A regular full-time bargaining unit employee is entitled to participate in the College medical insurance program subject to an initial waiting period of thirty (30) calendar days after becoming eligible to so participate. This eligibility terminates on the last day of employment with the College, subject to the extended health insurance coverage of COBRA.

### **12.2 Life**

The College shall provide group life insurance equal to two (2) times the annual salary, rounded off to the next \$1,000 for each eligible employee, but not to exceed \$100,000.

### **12.3 Accidental Death and Dismemberment**

The College shall provide accidental death and dismemberment insurance equal to two (2) times the annual salary, rounded off to the next \$1,000 for each eligible employee, but not to exceed \$100,000.

### **12.4 Health/Major Medical Insurance**

The health/major medical and dental insurance plans, rates and employee-employer contributions in force shall follow what has been approved by the Board of Trustees for its other employee groups. When multiple healthcare plan options are available to the College's other employee groups, members may

select from those individual plan options and corresponding plan premium rates that best fit her/his interest.

Future increases in the College contribution for either the PPO or the HMO medical insurance coverage shall be based on the premium increase to the HMO coverage.

Future changes over the term of this Agreement to the PPO or HMO insurance coverage shall be in accordance with Article 12.9, Insurance Committee, of this Agreement.

### **12.5 Dental**

The College shall pay the full premium for dental insurance for each eligible employee.

### **12.6 Short-Term Disability**

After the expiration of all an employee's accrued sick and vacation time, or after the expiration of seven (7) calendar days if the employee has no accrued sick or vacation time, an employee is eligible for illness or disability coverage provided by the College. Benefit payments shall equal approximately sixty percent (60%) of the normal weekly salary up to a maximum payment of three thousand five hundred dollars (\$3,500) per month. The benefit period shall extend for a maximum of twenty-six (26) weeks from inception of the illness or disability. Appropriate medical certifications of disability will be required by the insurance carrier.

During the period of time an employee is receiving short-term disability, the College will continue to provide, at the normal cost to the employee, his/her medical and dental insurance. Dependent coverage, while the employee is on short-term disability, will be paid by the College in the same proportion as if the employee were actively at work. The employee will still be responsible for paying his/her share of dependent insurance coverage on a timely basis to the College.

### **12.7 Long-Term Disability**

The College shall pay the premium to provide a monthly benefit of sixty percent (60%) of salary, not to exceed \$3,500 per month, for long-term disability insurance for an eligible employee.

### **12.8 Nature of Benefits**

The nature of benefit shall be governed by the terms of the applicable group policy and the rules and regulations of the carrier. If an employee elects any dependent coverage, all premiums due which are not covered by the College shall be deducted from the paycheck of the employee.

### **12.9 Insurance Committee**

The health/major medical and dental insurance coverage may be altered during the negotiations process and/or after an evaluation of the coverage by a committee composed of recognized or established employee groups at the College. The Union may recommend one employee as a liaison to the committee. If rules or procedures of the insurance committee allow, the Police Department representative shall be a voting member of the committee.

### **12.10 Plan Year**

As used in this Article (Article XI) only, the term “plan year” shall mean the twelve (12) calendar months commencing January 1.

### **12.11 Salary Reduction Program**

The College shall make available to members an IRS Section 125 salary reduction program for insurance premiums, and eligible non-reimbursed medical and dental care expenses. The maximum reimbursement for non-reimbursed medical and dental expenses shall be two thousand five hundred dollars (\$2,500) and the maximum reimbursement for non-reimbursed dependent care shall be five thousand dollars (\$5,000).

### **12.12 Workers' Compensation**

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

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

### **12.13 Extended Medical/Dental Insurance**

The College shall provide a terminated employee the option to purchase extended medical/dental insurance benefits in accordance with federal legislation (COBRA), for his/her self, his/her spouse and eligible dependents whose coverage will otherwise terminate upon the employee's last effective workday. The employee must elect continual medical insurance coverage by written notice to the College's Human Resources office as required under COBRA.

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

### **13.1 Workweek**

The normal workweek for an employee shall be five (5) consecutive days during a seven (7) consecutive day period as designated by the College, except that the employee's designated workweek may be changed by the College as circumstances warrant and/or based upon staffing needs within the Police



Department. Where possible, fourteen (14) calendar days advance notice shall be provided to the employee whose workweek is significantly changed.

### **13.2 Workday**

The normal workday shift shall consist of eight (8) consecutive hours including a paid thirty (30) minute lunch period each day, subject to emergency work duties or overtime assignments.

### **13.3 Overtime**

Overtime must be approved in advance by the appropriate supervisor and shall be paid at the rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay for hours actually worked in excess of forty (40) hours per week. Overtime performed by an employee on the seventh regular work day in the employee's workweek shall be compensated at two (2) times the employee's regular hourly rate of pay for hours actually worked. An employee must work the regularly assigned hours during the workweek in order to qualify for the appropriate overtime rate. Assigned hours not worked due to illness, personal business leave, or leave without pay will not apply for purposes of calculating hours worked for overtime compensation. Paid vacation time, bereavement leave, and holidays shall count as hours worked for overtime calculation purposes.

Overtime shall be compensated as salary paid at one and one-half (1-1/2) times (or two (2) times for work performed on the seventh regular work day in the employee's workweek) the employee's regular rate of pay, or as compensatory time off taken at one and one-half (1-1/2) times (or two (2) times for work performed on the seventh regular work day in the employee's workweek) the number of hours worked in excess of forty (40) hours per week. Compensatory time can be accumulated up to forty (40) hours and must be taken by the end of the calendar year in which it was worked. While employee's wishes will be

considered, the scheduling of compensatory time shall be subject to the needs of and not adversely affect the Department.

It is understood that all staffing decisions (including the assignment of overtime) for the department are the sole responsibility of the administration. Should the Chief of Police (or designee) decide that the assignment of overtime to unit members for anticipated available hours is required, then assignments will be offered as follows:

There shall be established a seniority list (by classification and shift) for unit members. The most senior person on the list will be offered the overtime. Should the most senior person decline, the overtime will be offered sequentially to the remaining individuals on the list. Should the overtime be declined by all the individuals on the list, the Chief of Police (or designee) shall determine how the overtime is covered.

Assignment of subsequent overtime shall be offered to the member on the list who follows the individual who last accepted an overtime assignment through the seniority list process (excluding assignments made by the Chief of Police (or designee) should overtime be declined by all individuals on the list).

#### **13.4 Call-Back Pay**

An employee required to return to work at a time that is not immediately before or after their regular workday will be paid for a minimum of two (2) hours at the employee's regular straight time rate of pay or overtime rate of pay if the overtime requirements have been satisfied.

#### **13.5 Court Time**

An employee who is required to make a court appearance related directly to their duties at the College outside their normal hours of work shall be paid for a minimum of two (2) hours at the employee's regular straight time rate of pay or

overtime rate of pay if the overtime requirements have been satisfied. A copy of the court appearance notice must be submitted with the request for court time payment.

### **13.6 Compensation Differentials**

#### **Shift**

A full time employee assigned to work for a period of four (4) consecutive hours or more after 3:00 p.m. but before 11:00 p.m. shall be paid their regular rate of pay plus a shift differential of \$.40 per hour worked. A full time employee assigned to work for a period of four (4) consecutive hours or more after 11:00 p.m. but before 7:00 a.m. shall be paid their regular rate of pay plus a shift differential of \$.45 per hour worked.

#### **Team Leader**

The decision to designate a police officer as Team Leader is at the sole discretion of the Chief of Police. In the event that a police officer is designated as a Team Leader, such officer shall receive their regular rate of pay plus an additional one-dollar and twenty five cents (\$1.25) per hour for each hour worked in that capacity.

#### **Officer In Charge**

The decision to designate a police officer as Officer In Charge is at the sole discretion of the Chief of Police who will make that decision based on what is best for the College given the available personnel. In the event that a police officer is designated as the Officer In Charge, such officer shall receive their regular rate of pay plus an additional one-dollar (\$1.00) per hour for each hour worked in that capacity.

### **13.7 Certified Training Officers**

The decision to designate Certified Training Officers is at the sole discretion of the Chief of Police. In the event that an employee is designated as a Field

Training Officer (FTO) or Communications Training Officer (CTO), such officer shall receive a twelve hundred (\$1,200.00) stipend paid over twenty six (26) installments during the fiscal year.

### **13.8 No Pyramiding**

Compensation shall not be paid or compensatory time taken more than once for the same hours worked under any provision of this Agreement. For the purpose of clarification Team Leader, Officer in Charge and Shift Differential compensation related to assigned duties or shifts shall not be considered premium compensation. Employees electing compensatory time in lieu of overtime payments will not be eligible for shift differential payments.

### **13.9 Emergency Conditions**

The College President or designee reserves the right to close the campus for students, faculty and/or other employee groups during an emergency event, but to have it remain open for purposes of carrying out required business. A Police Department employee who is required to either continue working or report to work during such periods of emergency event shall be paid at the employee's regular straight time rate of pay or overtime rate of pay if the overtime requirements have been satisfied.

If a Police Department employee is required to report for work during an emergency campus closure, and that employee is unable to report for work, then it may be necessary to charge the absence of the employee to leave without pay, which is solely at the discretion of the College.

If the President or designee authorizes employees to be released from work early because of existing or anticipated event the time missed will not be charged to earned leave.

If the College remains open or re-opens for employees and an employee is unable to report for work at all because of the emergency event, the employee must promptly notify his supervisor and the employee will have the option of using a vacation day or be charged for leave without pay.

Should a Police Department employee report to work late, within the first four (4) hours of their scheduled shift, the College will make a reasonable effort, where possible, to provide the employee with the opportunity to work a full eight (8) hour shift.

## **ARTICLE XIV – COMPENSATION**

### **14.1 Wage Ranges (Effective July 1, 2017)**

The wage ranges for employees covered under this Agreement shall be as set forth in Appendix "A" for 2017-21.

#### **1) Wage Adjustment for 2017-18**

The wage increase for 2017-18, for an employee hired prior to April 1 of the fiscal year, shall become effective with the first full pay period in July 2017 or after the effective date of this Agreement, whichever is later. Except for employees whose wage rates are to be increased on a one-time basis as a result of entry-level wage rate adjustments, wage compression adjustments or other one-time, agreed to, wage rate adjustments, the increase shall be equivalent to three-percent (3.0%) for employees whose base wage rates are below the mid-point of their employment classification on the 2016-17 base wage rate schedule; and, two-and-one-half percent (2.5%) for employees whose base wage rate is above the mid-point of their employment classification on the 2016-17 base wage rate schedule. Increases will be distributed according to the payroll schedule for the remainder of the fiscal year and retroactive to July 1, 2017.

2) Wage Adjustment for 2018-19

The wage increase for 2018-19, for an employee hired prior to April 1 of the fiscal year, shall become effective with the first full pay period in July 2018 and shall be equivalent to two-and-one-quarter percent (2.25%) of the 2017-18 base wage budget, distributed according to the schedule.

3) Wage Adjustment for 2019-20

The wage increase for 2019-20, for an employee hired prior to April 1 of the fiscal year, shall become effective with the first full pay period in July 2019 and shall be equivalent to two-and-one-quarter percent (2.25%) of the 2018-19 base wage budget, distributed according to the schedule.

4) Wage Adjustment for 2020-21

The wage increase for 2020-21, for an employee hired prior to April 1 of the fiscal year, shall become effective with the first full pay period in July 2020 and shall be equivalent to three-percent (3.0%) of the 2019-20 base wage budget, distributed according to the schedule.

## **14.2 Uniforms**

The College shall provide all full-time uniformed employees one complete set of uniforms (including personal body armor-when appropriate). All uniforms shall be prescribed by the Chief of Police or designee as specified in the Harper College Police Operations Manual.

In the second year of employment, one pair of shoes/boots will be ordered and provided by the department for full-time uniformed employees. In the third year of continuous employment and every year thereafter, each uniformed employee will be issued a voucher to be used at a department approved vendor for the purpose of purchasing and maintaining their uniform and uniform equipment to department-specified standards.

The amount of the vouchers will be as follows:

2017-2018	six hundred and twenty-five dollars (\$625)
2018-2019	six hundred and twenty-five dollars (\$625)
2019-2020	six hundred and twenty-five dollars (\$625)
2020-2021	six hundred and twenty-five dollars (\$625)

Personal body armor (when appropriate) will be issued and replaced, at department cost, per standards set forth by the National Institute of Justice (NIJ). All uniforms and uniform equipment remain the property of Harper College, are subject to inspection and shall be returned to Harper College upon termination of employment.

Requests for exceptions to the voucher system shall be made to the Chief of Police (or designee) who will respond within ten (10) business days.

### **14.3 Tuition Waiver**

A regular full time Police Department employee, their spouse and dependent child twenty four (24) years of age and under shall be eligible to enroll himself/herself and eligible dependent(s) in credit course offerings under the tuition waiver guidelines established by the College.

Each full-time Police Department employee shall have the right to enroll himself/herself in continuing education courses offered by the College without tuition charge.

The participation of such Police Department employee, spouse, or child in any continuing education course shall not permit such course to be conducted if it would otherwise be terminated for lack of sufficient enrollment. The amount of tuition waived per class shall be one hundred percent (100%) for the Police Department employee. Dependent child participation in any summer INZONE program shall be eligible for an eighty percent (80%) tuition waiver.

#### **14.4 Professional Training and Expense Benefits**

Employees shall be allowed and encouraged to attend Criminal Justice courses and other College-level courses that relate to the overall field of Public Safety. Such courses may be taken at Harper College or any other institution of the employee's choice, so long as such course work or training is pre-approved by the appropriate supervisor and Executive Vice President of Finance and Administrative Services and does not interfere with the employee's responsibilities to the College.

Payment for tuition and fees related to such courses will be made upon submission of the appropriate reimbursement form and evidence indicating successful completion of the educational activity and shall come from an annual Professional Expense Benefit of nine hundred dollars (\$900) for the term of this agreement (7/1/2017-6/30/2021) that shall be made available to each employee. Funds not spent for tuition, books and related charges shall be retained by the College.

#### **14.5 Pay Periods**

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

#### **14.6 College Training/Business Reimbursement**

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



## ARTICLE XV -- RETIREMENT

### 15.1 State Universities Retirement System (SURS)

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

### 15.3 Retiree Tuition Waiver

A regular full time Police Department employee who retires from Harper College and is receiving retirement benefits from the State Universities Retirement System shall be eligible to enroll himself/herself and eligible dependent(s) in credit education offerings under the tuition waiver guidelines established by the College at the time of registration for the offering. Such retiree shall also have the right to enroll himself/herself in continuing education credit courses offered by the College without tuition charge.

The participation of such Police Department employee, spouse, or child in any continuing education course shall not permit such course to be conducted if it would otherwise be terminated for lack of sufficient enrollment. The amount of tuition waived per class shall be one hundred percent (100%) for the Police Department employee. Dependent child participation in any summer INZONE program shall be eligible for an eighty percent (80%) tuition waiver.

This section will also apply to the spouse and to children twenty-four (24) years of age or under of a Police Department employee deceased or permanently disabled prior to early retirement or full retirement.

### 15.4 Tax-Sheltered Annuity

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

Administrative Services or designee, subject to reasonable regulation by the Board.

#### **ARTICLE XVI -- SEVERABILITY**

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

#### **ARTICLE XVII – ENTIRE AGREEMENT**

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

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


### ARTICLE XVIII- DURATION

This Agreement shall be effective on the date of its execution by both parties or as otherwise specifically indicated in this Agreement and shall remain in full force and effect through 11:59 p.m. on June 30, 2021.

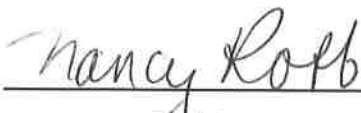
Agreed to, signed and entered into this 20<sup>TH</sup> day of SEPTEMBER 2017.


BOARD OF TRUSTEES  
COMMUNITY COLLEGE DISTRICT 512  
WILLIAM RAINEY HARPER COLLEGE

ILLINOIS COUNCIL OF POLICE

  
\_\_\_\_\_  
Gregory Dowell *Vice Chair*  
Chair

  
\_\_\_\_\_  
Norm Frese  
ICOPS President

  
\_\_\_\_\_  
Dr. Nancy Robb  
Secretary

  
\_\_\_\_\_  
Tom Koch  
Harper ICOP President

## APPENDIX "A"

### Wage Ranges 2017-18, Effective July 1, 2017

	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
CSO I	\$15.81	\$19.14	\$22.46
CSO II	\$17.23	\$20.96	\$24.68
Police Officer	\$20.35	\$26.79	\$33.63

### Wage Ranges 2018-19, Effective July 1, 2018

	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
CSO I	\$15.97	\$19.47	\$22.97
CSO II	\$17.40	\$21.32	\$25.24
Police Officer	\$20.55	\$27.09	\$33.63

### Wage Ranges 2019-20, Effective July 2019

	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
CSO I	\$16.13	\$19.81	\$23.49
CSO II	\$17.58	\$21.69	\$25.81
Police Officer	\$20.76	\$27.19	\$33.63

### Wage Ranges 2020-21, Effective July 1, 2020

	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
CSO I	\$16.29	\$20.24	\$24.19
CSO II	\$17.75	\$22.17	\$26.58
Police Officer	\$20.97	\$27.33	\$33.70

## **MEMORANDUM OF UNDERSTANDING TO THE 2017-2021 AGREEMENT**

As a non-precedent-setting measure and for the term of this agreement only, Police Officers who complete five (5) years of fulltime service (as a Harper Police Officer) will have their compensation adjusted to the mid-point of his/her wage rate range at the beginning of the contract year following their completion of five (5) years of fulltime service.