

AGREEMENT

BETWEEN

**ELGIN COMMUNITY COLLEGE
OF ILLINOIS**

AND

**METROPOLITAN ALLIANCE OF POLICE
ELGIN COMMUNITY COLLEGE CHAPTER #735**

November 13, 2018 – June 30, 2022

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PREAMBLE

This Agreement is entered into by and between the Board of Trustees of Community College District No. 509, Counties of DuPage, Cook, McHenry, DeKalb, and Kane and the State of Illinois, a Public Community College, commonly known as Elgin Community College (hereinafter referred to as the "the Board") and the Metropolitan Alliance of Police, Chapter #735(hereinafter referred to as the "Union").

It is the purpose of this Agreement, and it is the intent of the parties hereto establish and promote a mutual harmonious understanding and relationship between the Board and the Union; to promote efficiency and effectiveness; and to establish wages, hours, and other conditions of employment for the employees covered by this Agreement.

In consideration of the mutual promises and agreements contained in this Agreement, the Board and the Union do mutually promise and agree as follows:

ARTICLE I - RECOGNITION

Section 1.1. Recognition

The Board recognizes the Union as the sole and exclusive collective bargaining representative for all employees of the college employed as fulltime police officers below the rank of sergeant, and excluding all supervisory, managerial, confidential, short-term employees as defined in the Illinois Educational Labor Relations Act (IELRA), and all other employees of the college as determined by the Illinois Educational Labor Relations Board (IELRB) in Case No. 2017-RC-0002-C.

Section 1.2. Fair Representation

The Union recognizes its responsibility as bargaining agent and agrees fairly to represent all police officers in the bargaining unit, i.e. MAP Chapter #735.

Section 1.3. "Local Union Board"

For purposes of this Agreement, the term Local Union Board shall refer to the Local Union's duly elected Board of Directors.

Section 1.4. Gender

Wherever the male gender is used in the Agreement, it shall be construed to include both males and females equally.

ARTICLE 2 - NON-DISCRIMINATION

Section 2.1. Equal Opportunity and Affirmative Action Statement

The Board will continue to provide equal employment opportunity for all police officers and apply equal employment practices.

Section 2.2. Non-Discrimination, Harassment, and Retaliation

Neither the Board nor the Union shall discriminate on the basis of race, color, national origin, ancestry, sex/gender/gender identity, age, religion, disability, pregnancy, veteran status, marital status, sexual orientation, membership or non-membership in the Union, or any other status protected by applicable federal, state or local law in matters of employment.

Section 2.3. Access to Grievance Procedure and Reporting

Officers are strongly encouraged to report any alleged violation of Section 2.1 Equal Opportunity and Affirmative Action Statement or Section 2.2, Non-Discrimination, Harassment, and Retaliation to the College Paralegal EEO/AA Officer for a confidential review of concerns and complaints as well as for assistance toward a timely resolution. Whenever possible, attempts to mediate allegations of discrimination will be an informal process. In the event this proves to be unsatisfactory, the College Paralegal-EEO/AA Officer or the Chief Human Resource Officer will provide guidelines and assistance necessary for the police officer to issue a formal complaint. If the police officer is dissatisfied with the response of the College Paralegal or the Chief Human Resource Officer, he may appeal the matter in writing directly to the College President. The police officer may also pursue a discrimination complaint under the grievance procedure, but such grievance shall not proceed to the arbitration step. Nothing in this article shall constitute a waiver of any rights provided to an employee by law, nor shall the mere filing of a complaint or grievance prohibit an employee from pursuing other remedies to the extent allowed and otherwise as provided by law.

ARTICLE 3 - UNION AND BOARD RELATIONS

Section 3.1. Dues Deduction

The Board will deduct union dues from the first paycheck issued after receipt of the checkoff authorization form in accordance with the submission deadlines as indicated on the Board's payroll calendar. The dues deduction will be made bi-weekly from each police officer who has filed with the Union and a copy forwarded to the Human Resources Department a voluntary, effective checkoff authorization in the form agreed upon by the parties (Appendix "A"). Such deductions will be remitted to the Union within seven (7) days of the deduction. A police officer desiring to revoke the dues checkoff may do so by providing thirty (30) days' written notice to the Board and the Union. The actual amount of dues deducted, as determined by the Union, shall be uniform in nature for each police officer in order to ease the burden of administering this provision. If the police officer has no earnings due for that period, the Union shall be responsible for collection of dues. The Union agrees to refund to the police officer any amounts paid to the Union in error on account of this dues deduction provision. The Union may change the fixed uniform dollar amount which will be considered the regular dues during the life of this Agreement. The Union will give the Board thirty (30) days' notice of any such change in the amount of uniform dues to be deducted.

Section 3.2. Union Indemnification

The Union shall indemnify and hold harmless, the Board, its trustees, officers, agents and employees against any and all claims, demands, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Board for the purpose of complying with the provisions of this Article. If an improper deduction is made, the Union shall refund directly to the police officer any such amount and report it to Human Resources ten (10) business days prior to the issuance of the next payroll check.

Section 3.3. Bulletin Board

The Board will make available a bulletin board in the work area for the posting of official Union business. The Union will limit the posting of Union business to such bulletin board. Endorsements, documents, pamphlets and other literature which is primarily and chiefly political in nature with regard to candidates or elections for any local, state or national office may not be posted on this bulletin board. Nor may material be posted on the bulletin board which is offensive, demeaning or derogatory in nature.

ARTICLE 4 - MANAGEMENT RIGHTS

The Board shall retain the sole right and authority to operate and direct the affairs of the College and the College Police Department in all of its various aspects, including, but not limited to, all rights and authority exercised by the Board prior to the execution of this Agreement, except as specifically modified by the express written provisions of this Agreement. Among the rights retained by the Board include, but are not limited to, the following:

- a. to determine its mission and policies;
- b. to determine its budget and how it is spent;
- c. to determine the means, methods and places of operation;
- d. to make lawful appointments;
- e. to plan, direct, and control all duties and functions performed by police officers;
- f. to determine the work or services to be performed by its police officers, as well as the method by which said work or services shall be performed;
- g. to determine schedules, the hours of operation, and duties, responsibilities and assignments and re-assignments of police officers and schedule modifications to meet police department needs.
- h. to determine the number and classification of positions, to create and alter positions, and to determine minimum staffing requirements including the number of police officers;
- i. to hire, assign, evaluate, promote, create and appoint special details or assignments, transfer, train and schedule police officers;
- j. to manage, control, supervise and direct the work force, including the right to assign work, to determine, require and assign overtime, establish work and productivity standards, and to determine the operation or services to be conducted by police officers;
- k. to maintain discipline, order and efficiency;
- l. to demote, discipline, suspend, or discharge police officers and to require the cooperation of all police officers in the performance of this function, within the confines of applicable law;
- m. to make, revise and enforce rules, regulations, policies and procedures;

- n. to introduce new and improved methods, materials, rules, policies, regulations, equipment or facilities; or to change or eliminate existing methods, materials, rules, policies, regulations, equipment or facilities;
- o. to contract out for goods and services;
- p. to lay off, relieve or recall police officers from work;
- q. to set standards for services for the public;
- r. to determine and administer educational policy;
- s. to take all actions necessary to carry out the mission of the College and to take whatever actions may be necessary to carry out its responsibilities in situations of emergency;
- t. to determine and set standards of how and when uniform(s) are to be worn and their maintenance;
- u. to determine and set standards for equipment/weapon(s) to be carried by police officers and their maintenance;
- v. to determine fitness and training needs, create, utilize, authorize and schedule training to meet department needs and scheduling, and to assign police officers for training;
- w. to determine, revise and implement internal investigation procedures;
- x. to be able to require fitness for duty testing and counseling; to determine qualifications for employment and to be able to require types of pre-hire testing.

ARTICLE 5 - SUBCONTRACTING

It is the general policy of the Board to continue to utilize its police officers to perform work they are qualified to perform and to utilize bargaining unit personnel for overtime. Except in the case of exigent circumstances, prior to the implementation of subcontracting, the Board will give at least thirty (30) days' prior written notice thereof to the Union. Upon the written request of the Union to the Chief of Police, the Board will meet and confer with the Union and its representatives in order to discuss the subcontracting and to consider any alternatives to subcontracting. The Board's decision will be final, provided that existing police officers are not displaced by subcontract personnel.

ARTICLE 6 - HOURS OF WORK AND OVERTIME

Section 6.1. Intent of Article

This Article is intended to define the normal hours of work and provide the basis for calculating hours of work per day, per week, overtime, and overtime payments. This Article is not, however, a guarantee of hours of work per day, work period, month or year.

Section 6.2. Normal Workweek and Workday

The normal workweek shall consist of five (5) consecutive days worked and two (2) consecutive days off, consisting of forty (40) hours per calendar week (Monday through Sunday) and the normal workday shall consist of eight (8) consecutive hours, except as provided elsewhere in this Agreement. Each police officer will be allowed to take a paid thirty (30) minute meal period each day subject to call for emergency work duties. The meal period shall be subject to availability and duty assignments and, in all instances, the police officer shall be subject to calls for service during a meal period.

Section 6.3. Summer Workweek and Workday

Except as provided elsewhere in this Agreement, the summer workweek shall consist of four (4) consecutive work days, nine (9) hours per day, and three (3) consecutive days off, thirty-six (36) hours per calendar week worked, paid as forty (40) hours straight time. Lunch and breaks during the summer schedule shall be applied in the same manner as the Normal Workday in Section 6.2 above.

Section 6.4. Changes in Normal Workweek and Workday

The shifts, workdays, and hours to which police officers are assigned shall be stated on the Departmental work schedule. Should it be necessary in the interest of efficient operations to establish schedules departing from the normal workday or workweek, the Chief or his designee will give notice where practicable of such change.

Section 6.5. Overtime Compensation

All hours actually worked, inclusive of paid time off as described in the following paragraph, in excess of forty (40) hours in a workweek or thirty-six (36) hours in a summer workweek shall be compensated by payment at the rate of one and one-half (1 and 1/2) the regular hourly pay rate, unless compensated by compensatory time as set forth in Section 6.6.

Paid time off shall count as hours actually worked for all overtime calculation purposes. If the Chief of Police or his designee identifies a

pattern of sick leave abuse, he shall notify the police officer and any sick leave pay will be exempted from hours actually worked to calculate overtime pay. Overtime pay shall be earned in fifteen (15) minute increments as provided by the Fair Labor Standards Act (FLSA). All overtime shall be paid on the basis of the regular straight time hourly rate calculated by dividing the police officer's annual salary by 2,080 hours.

Section 6.6. Compensatory Time

In lieu of overtime pay, a police officer may elect to receive compensatory time off at the rate of time and one-half (1 and 1/2 times hours worked). Up to forty (40) hours of compensatory time may be banked; once the 40-hour cap is reached, overtime worked must be compensated by overtime pay in accordance with Section 6.5. Compensatory time off may be scheduled and taken in accordance with the Police Department's procedure used to schedule time off; however, such procedures must comply with the Fair Labor Standards Act regarding the use of compensatory time.

Section 6.7. Court Time

A police officer who would otherwise be off-duty shall be credited for a minimum of two (2) hours' time worked, or for time actually spent, whichever is greater, when appearing in court on behalf of the Board in the capacity of a sworn police officer or when preparing for an off-duty court appearance, with the Chief of Police or his designee's prior approval, in the presence of a prosecuting attorney.

Section 6.8. Call-Back Pay, Call-In Pay and Hold-Over Pay

A call back is defined as an official assignment of work which does not continuously precede or follow a police officer's scheduled working hours. A police officer who is called back to work under this section shall be guaranteed a minimum of two (2) hours pay or be compensated for actual hours worked, whichever is greater, at the police officer's applicable hourly rate of pay under this article. Scheduled overtime shall not be considered a call back under this section.

Section 6.9. Required Overtime

The Chief of Police or his designee(s) shall have the right to require overtime work and police officers may not refuse overtime assignments. In non-emergency situations, the Chief or his designee shall make a reasonable effort to obtain volunteers, based on rotation through the seniority list, before requiring overtime assignments. If there are not enough volunteers to cover all required overtime assignments, the reverse rotation seniority system shall be utilized to assign a police officer(s) to work.

Section 6.10. Training

In accordance with the FLSA, training time required or authorized by the Chief of Police or his designee shall be considered actual hours worked for compensation purposes.

Section 6.11. No Pyramiding

Compensation shall not be paid (or compensatory time taken) more than once for the same hours under any provisions of this Article or Agreement.

Section 6.12. Staffing Levels

The Board, shall have the right to establish staffing levels for the police department. The Police Chief, or designee, shall post notice of the established minimum staffing level.

Section 6.13. Emergency Closing

In the discretion of the Chief of Police or his designee(s), a police officer may be relieved of their work duties due to a declared “Emergency Closing”. In that event, the police officer shall be compensated at their straight time hourly rate through the remainder of their scheduled shift.

ARTICLE 7 - GRIEVANCE PROCEDURE

Section 7.1. Definition

A grievance may be initiated by the Union or an aggrieved police officer. A grievance shall mean an allegation by an affected police officer or the Union that there has been a violation, misrepresentation, or misapplication of any of the written provisions of this Agreement.

All time limits referred to in this Article shall consist of business days in which the College's Administrative offices are open.

Section 7.2. Grievance Procedure

A police officer or the Union asserting a grievance is encouraged to attempt to resolve the issue through informal communication with the Deputy Chief, through the chain of command. Recognizing that grievances should be raised and processed promptly, a grievance must be raised within ten (10) business days of when the grievant knew, or reasonably should have known, of the event giving rise to the grievance.

A grievance shall be processed as follows:

STEP 1: Deputy Chief. The grievant shall submit a written grievance, specifically indicating that the matter is a grievance under this Agreement, to the Deputy Chief designated by the Chief of Police. The grievance shall contain a draft statement of facts, the provision or provisions of this Agreement that are alleged to have been violated, and the relief requested. All grievances must be presented no later than ten (10) business days from the date of the occurrence of the matter giving rise to the grievance, or within ten (10) business days after the grievant, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. The Deputy Chief shall respond in writing within ten (10) business days. The parties may meet and confer in the interim if needed, should a meeting occur, the grievant may be accompanied by a Union representative.

STEP 2: Appeal to Chief of Police. If the grievance is not settled in Step 1, the grievant or the Union may, within ten (10) business days following the receipt of the Step 1 decision, advance the grievance to the Chief of Police. The Chief of Police shall respond in writing within ten (10) business days. The parties may meet

and confer in the interim if needed, should a meeting occur, the grievant may be accompanied by a Union representative.

STEP 3: Appeal to President or President's Designee. If the grievance is not settled in Step 2, the grievant or the Union may, within ten (10) business days following the receipt of the Step 2 decision, advance the grievance to the President or Designee. The President (or Designee) shall respond in writing within ten (10) business days. The parties may meet and confer in the interim if needed, should a meeting occur, the grievant may be accompanied by a Union representative.

Section 7.3. Arbitration

If the grievance is not settled in Step 3, the matter may be referred for binding arbitration by the Union within ten (10) business days of the President's or designee's written response in Step 3. No individual or organization other than the Union shall have the right to proceed to binding Arbitration. If the notice is not filed with the President or designee within ten (10) business days of the President's or designee's written response or if there has been no mutual agreement to extend such time limits, the grievance shall be deemed withdrawn without prejudice or precedent.

Arbitration shall proceed in the following manner:

- 1) The Board and the Union shall attempt to agree upon an arbitrator within seven (7) business days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators who reside in either Illinois, Wisconsin or Indiana. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. When the parties have received and agreed to a panel, they shall ultimately strike names from the list until there is one remaining. The party requesting arbitration shall strike the first name. The person remaining on the list shall be the arbitrator. The arbitrator shall be notified of his selection and shall be requested to set a time and place for hearing, subject to the availability of the Board and Union representatives.
- 2) The arbitrator shall submit his decision in writing within thirty (30) calendar days following the close of the hearing or the submission of the briefs by the parties, whichever is later. The parties may agree to waive this requirement.

- 3) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Board and the Union provided, however, that each party shall be responsible for compensating its own representatives and witnesses.
- 4) The arbitrator may interpret the Agreement but shall have no right to amend, ignore, modify, or nullify any of 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 submitted by the parties for resolution. The arbitrator shall have no authority to make a decision on any issue not submitted or raised. Any decision or award of the arbitrator rendered within the limitations of this Section 7.3 shall be final and binding upon the Board, the Union and the police officers covered by this Agreement.
- 5) The parties may simultaneously submit more than one grievance to arbitration by mutual agreement.

Section 7.4. Time Limit for Filing

If a grievance is not presented by a police officer or the Union within the time limits set forth above, or advanced to the next step within the time limits it shall be considered waived. If the Board does not answer a grievance or an appeal thereof within the specified time limits, the grievance may be processed to the next step. Any time period provided under the steps of the grievance procedure may be extended by mutual agreement, provided such agreement is made in writing.

Section 7.5. Grievance Processing

A member of the Local Union Board shall be allowed reasonable time on duty without loss of pay (but always subject to calls for service) for the purpose of aiding, assisting or otherwise representing police officers in the processing and investigation of grievances arising under Article 7, as well as assisting police officers when they are required, on duty time, to be present during a meeting, interview, or interrogation. Before a member of the Local Union Board may be granted reasonable time on duty for this purpose, and to remain in pay status, he must obtain written approval from the Chief of Police or his designee.

ARTICLE 8 - NO STRIKE - NO LOCK-OUT

Section 8.1. No Strike

Neither any police officer nor the Union and any of its officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit down, concerted refusal to perform overtime, mass absenteeism, unlawful picketing or any other unlawful disruption of the operations of the College, during the life of this Agreement. Police officers who violate the provisions of this Article may be disciplined by the Board.

Section 8.2. No Lockout

The Board will not lockout any police officers during the term of this Agreement as a result of an actual or anticipated labor dispute with the Union.

Section 8.3. Penalty

Any or all police officers who violate any provisions of Article 8.1 may be discharged or otherwise disciplined by the Board.

Section 8.4. Judicial Restraint

Nothing contained herein shall preclude the Board or the Union from seeking judicial restraint and damages in the event the other party violates this Article.

ARTICLE 9 - HOLIDAYS, BREAKS AND PERSONAL DAYS

Section 9.1. Holidays

The following holidays, as determined by the academic calendar, are acknowledged:

1. New Year's Day
2. Martin Luther King's Birthday
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Thanksgiving Day
8. Day after Thanksgiving
9. Christmas Eve
10. Christmas Day

Police officers who are required to work on a holiday will be paid one and one-half (1-1/2) times their normal rate of pay in addition to holiday pay.

Section 9.2 Winter and Spring Break

The following breaks, as determined by the academic calendar, are acknowledged:

- Winter Break
- Spring Break

Police officers who are required to work during a break will be paid one (1) times their normal rate of pay in addition to break pay.

Section 9.3. Eligibility

To be eligible for holiday or break pay, a police officer must work all scheduled hours on the scheduled workday immediately prior to the holiday or break and the scheduled workday immediately following the holiday or break, unless he was on sick leave and submits a physician's certificate confirming his inability to perform his assigned duties or is otherwise excused by the Chief of Police or his designee.

Section 9.4. Holiday and Break Pay

Police officers shall receive regular straight time pay of eight (8) hours for all holidays and breaks.

Section 9.5. Personal Days

Each police officer shall be granted four (4) personal days (32 hours) without loss of salary each year for personal leave. Upon hire, new police

officers will be granted personal leave prorated based on their hire date as follows:

- July 1 – September 30 = 4 days (32 hours)
- October 1 – December 31 = 3 days (24 hours)
- January 1 – March 31 = 2 days (16 hours)
- April 1 – June 30 = 1 day (8 hours)

These days can be taken in fifteen (15) minute increments. Any personal leave not used by June 30 shall be credited to sick days. Requests for personal days should be made ordinarily not less than forty-eight (48) hours prior to the day being elected.

ARTICLE 10 - LAYOFF AND RECALL

Section 10.1. Layoff

If the Board determines that a reduction in force is necessary, police officers will be laid off in reverse seniority order, in accordance with seniority as defined in Article 17. Except in an emergency, the Board shall provide thirty (30) days' notice in writing to the Union when a layoff is contemplated. The Board will provide the Union with the names of all police officers they propose to be laid off. The Board agrees to meet and discuss alternatives to the layoff, upon request of the Union, though such meetings shall not be used to delay the layoff.

Section 10.2. Recall

Police officers who are laid off shall be placed on a recall list for a period of twelve (12) months. If there is a recall, police officers who are still on the recall list shall be recalled in the inverse order of their layoff, provided they are fully qualified and available to perform the work to which they are recalled. Reinstatement shall take place without loss of accumulated seniority.

Police officers who are eligible for recall shall be given ~~ten~~ at least fourteen (14) calendar days' notice of recall and notice of recall shall be sent to the police officer by certified or registered mail with a copy to the Union. The police officer must notify the Chief Human Resource Officer of his intention to return to work no later than five (5) calendar days after receiving notice of recall.

The Board shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the police officer, it being the obligation and responsibility of the police officer to provide the Board with his latest mailing address. If a police officer fails to timely respond to a recall notice his name shall be removed from the recall list.

ARTICLE 11 - VACATIONS

Section 11.1. Eligibility and Allowances

Police officers whose start date is prior to ratification of this agreement by the Board (Date ____?) are eligible for vacation as follows:

<u>Length of Continuous Service</u>	<u>Vacation Hours Per Year</u>
First Year	120 hours
Second Year	128 hours
Third Year	136 hours
Fourth Year	144 hours
Fifth Year	152 hours
Sixth Year	160 hours
Twentieth Year	200 hours

Police officers whose start date is on or after ratification of this agreement by the Board (November 13, 2018) are eligible for vacation as follows:

<u>Length of Continuous Service</u>	<u>Vacation Hours Per Year</u>
First (1 st) year to third (3 rd) year	80 hours
Fourth (4 th) year to ninth (9 th) year	120 hours
Tenth (10 th) year or longer of continuous service	160 hours

Vacation leave may be taken in fifteen (15) minute increments or more, up to the maximum earned. Vacation leave may only be taken to the extent it has been earned and has the approval of the Chief of Police or his designee.

A maximum of two hundred and forty vacation (240) hours may be carried over on September 1 of every year upon administrative approval. Any unused vacation days over thirty (30) on September 1 will automatically roll into sick leave. Upon termination of employment, vacation leave earned, but not used, shall be paid at the police officer's current rate of pay.

Section 11.2. Vacation Pay

The rate of vacation pay shall be the police officer's regular straight-time rate of pay in effect for the police officer's regular job classification on the payday immediately preceding the police officer's vacation.

Section 11.3. Scheduling

Vacation time shall be scheduled by semester on a seniority basis, with the process being completed at least thirty (30) days before the start of the new

semester. After the semester schedule has been established, vacation time shall be scheduled in accordance with police department policy.

ARTICLE 12 - SICK LEAVE

Section 12.1. Accrual

Police officers will be credited with twelve (12) days of sick leave effective the first day of employment. After the first year of employment, sick leave shall be earned at one (1) day per month of actual employment. Sick leave may not be used prior to accrual. Accrued sick leave may only be taken for a police officer's personal illness during the police officer's probationary period. Police officers can accumulate sick leave up to a maximum of one hundred and eighty (180) eight (8) hour days (1,440 hours). Sick leave may be taken in fifteen (15) minute increments. Upon separation of employment, the Board provides no compensation for unused sick leave. The number of sick leave hours credited is not intended to establish a guideline for acceptable attendance. Misuse of sick leave is prohibited.

Section 12.2 Sick Leave Eligibility

Except as limited in 12.1, a police officer may use sick leave time for personal illness, injury or medical appointment(s) for the police officer or a member of the police officer's immediate family. Members of the immediate family are defined as: child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, stepparent, and those for whom the police officer has legal guardianship.

Section 12.3 Maintenance of Contact

The police officer will notify his immediate supervisor of his absence in accordance with police departmental policy.

Section 12.4 Physician's Release

The police officer on sick leave will contact his supervisor and return to duty as soon as possible. When sick leave absences are at least three (3) consecutive days, or when repetitive absences occur, or when there is a pattern of sick leave absences, the Chief of Police may require that such absences be supported by the presentation of a written statement from a licensed practicing physician certifying the police officer's inability to work while absent.

Section 12.5 Sick Leave Abuse

Sick leave is not to be considered a privilege that a police officer can use at his discretion, but shall be allowed only in cases of actual sickness or disability of the police officer or his family member(s) as outlined in section 12.2, or to meet physical examination appointments or other sickness prevention measures, which prevents him from working. If a police officer

demonstrates a pattern of sick leave abuse, the police officer may be required to undergo a medical examination and file a physician's certificate of illness with the Human Resource Department to confirm the validity of their sick leave usage. Sick leave is not intended to establish a guideline for acceptable attendance. Misuse of sick leave is prohibited.

ARTICLE 13 - TUITION REIMBURSEMENT AND PROFESSIONAL DEVELOPMENT

Section 13.1. Tuition Reimbursement

Each police officer, police officer's spouse, and police officer's children age twenty-five (25) or younger are eligible to receive reimbursement of tuition for credit courses taken at Elgin Community College in which the police officer and eligible dependents earn a grade of "C" or better. If the course is graded on a pass/fail scale, the grade earned must be "pass". Other fees must be paid by the police officer and will not be reimbursed, including but not limited to: laboratory fee, course fee, instructional fee, supplies, textbooks, etc. To receive a reimbursement, the police officer must be actively employed at the completion of the course.

A police officer and his eligible dependents, upon successful completion as set forth above of an Elgin Community College course will submit a request for reimbursement to the Human Resources Department within thirty (30) days of the final day of the course. The request will be validated both for eligibility and course grade by the Human Resources Department and the Business and Finance Division.

Section 13.2. Professional Development

Police officers may be reimbursed up to \$2,600 per fiscal year for professional development activities and other approved costs. Professional development may include activities and related expenses associated with conferences and workshops, non-Elgin Community College tuition, membership dues for approved professional organizations, books, professional publications and other activities and materials that are directly related to the performance of the police officer's job, excluding firearms. Computer hardware and software may be purchased once every three (3) years with professional development. In order to be eligible for professional development, the police officer must have at least one (1) year of continuous full-time service and a satisfactory performance rating.

ARTICLE 14 - SALARY

Section 14.1. Police Officers' Base Salary Schedule

The base salary schedule for the duration of this Agreement is found in Appendix B.

Currently Employed Police Officers:

For the purpose of this initial contract, all police officers employed at the time of ratification of this Agreement-will be compensated in accordance with the salary chart in Appendix B.

Newly Hired Police Officers:

Police officers hired after ratification of this Agreement shall be considered newly hired police officers. A newly hired police officer will not receive a salary higher than a current police officer. If the Board wishes to pay a newly hired police officer a salary that is higher than that of a current police officer, then the salary of the current police officer must be increased to equal or exceed that of the new police officer.

ARTICLE 15 - INSURANCE

Section 15.1. Health and Dental Insurance

Police officers enrolled in the health and dental benefits plans will pay the listed percentage of the employee premiums:

- Effective July 1, 2018 – 14%
- Effective July 1, 2019 – 15%
- Effective July 1, 2020 – 16%
- Effective July 1, 2021 – 17%

Police officers enrolled in the health and dental benefits plans will pay the listed percentage of the dependent premiums:

- Effective July 1, 2018 – 23%
- Effective July 1, 2019 – 24%
- Effective July 1, 2020 – 25%
- Effective July 1, 2021 – 26%

If, on or after September 1, 2020, the total dollar amount of health coverage costs for either individual or other coverage is at or above ninety percent (90%) of the then-existing thresholds for a Cadillac Plan Excise tax, then the Board or the Union may reopen Section 15.1 by written notice to the other party, except that no such reopener shall apply if such Cadillac Plan Excise tax is inapplicable to the College. If an agreement cannot be reached by March 1, 2021, the Board reserves the right to modify the insurance plans in a reasonable manner only to the extent necessary to avoid penalty fees arising under the Cadillac Plan Excise Tax as defined below.

For the purpose of this section, a “Cadillac Plan Excise Tax” means a tax provided for under the Affordable Care Act (ACA) or any subsequently-enacted federal statute or any subsequently-promulgated federal regulation, and which imposes a tax on employer- provided health coverage in excess of cost above certain thresholds, which are currently provided for in Section 4980 I of the Internal Revenue Code, and are currently set at \$10,200 for single coverage and \$27,500 for coverage other than single coverage.

Section 15.2. Life Insurance

The Board shall provide group term life and accidental death and dismemberment policy at two (2) times base annual salary or \$100,000, whichever is greater, rounded up to the nearest thousand provided at no cost to the police officer.

Section 15.3. Vision Plan / Flexible Spending Account

Police officers shall be allowed to participate in the Vision Plan and Flexible Spending Account.

ARTICLE 16 - LEAVES OF ABSENCE

Section 16.1. Discretionary Leaves

A police officer may be granted a leave of absence for the purpose of family hardship or other personal reasons. The Board may grant a leave of absence to a police officer without pay provided that the requested leave does not create a disruption of the activities of, nor an undue hardship upon, the College. Any request for a leave of absence shall be submitted in writing by the police officer to the Chief of Police as far in advance as practicable. The request shall state the reason for the leave of absence and the period of time off desired by the police officer.

The Board in its discretion may grant such request for a period not to exceed twelve (12) consecutive months, and will set forth the terms and period for such leave. A leave of absence will not be granted to enable a police officer to seek or work other employment. Seniority shall not accumulate while the police officer is on a discretionary leave of absence, although there will be no loss of accumulated seniority. All other economic benefits under this Agreement are terminated during the period of the leave. However, a police officer will be allowed to purchase continued group health, life and dental coverage at his own cost to the extent that may be permitted by the Board's group insurance carrier, or as provided by law. The police officer agrees to waive any claim of any nature for unemployment compensation during the period of such leave.

Upon return from a discretionary leave, the Board will place the police officer in his previous position if the position is vacant; if not vacant, the police officer will be placed in the first available opening in his classification. If, upon the expiration of a leave of absence, there is no work available for the police officer, or if the police officer has been laid off according to their seniority except for their leave, he shall go directly on layoff.

Section 16.2. Military Leave

In accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA), Elgin Community College will grant a military leave of absence to police officers who are absent from work because they are serving in the United States military. A police officer must provide their supervisor with advance notice of upcoming military service, unless a military necessity prevents this, or it is otherwise impossible or unreasonable for the police officer to do so.

Police officers may use paid leave, excluding sick leave, to cover all or part of their military leave.

During a military leave of less than 31 days, a police officer is entitled to continued group health plan coverage under the same conditions as if the police officer had been actively at work. For military leaves of 31 days or more, a police officer may elect to continue their group health plan coverage for up to 18 months of uniformed service, but must pay all or part of the premium.

Police officer benefits, such as vacation and sick leave, will not accrue during a military leave. When a police officer returns from the leave, benefits will start accruing again.

Upon return from military service, a police officer must provide notice of or submit an application for reemployment as prescribed below:

- A police officer who has served for less than 31 days, must provide notice of reemployment to the Human Resources Department at the beginning of the first full regularly scheduled work period that starts at least eight hours after the police officer has returned from military service.
- A police officer who has served for 31 days or more, but less than 181 days, must submit an application for reemployment to the Human Resources Department no later than 14 days after completing their military service.
- A police officer who has served 181 days or more must submit an application for reemployment to the Human Resources Department no later than 30 days after completing their military service.
- A police officer who has been hospitalized or is recovering from an injury illness incurred or aggravated while in military service must report this to the Human Resources Department within 30 days of the occurrence.
- A police officer whose military service exceeds 30 days, but less than five years, must provide the following to the Human Resources Department within two weeks of their return:

1. Application for reemployment.
2. Honorable discharge or other appropriate documentation showing the police officer's successful completion of military service.

If you have questions about military leave, contact the Human Resource Department for more information.

Section 16.3. Maternity/Parental Leave

The Board will comply with the Pregnancy Discrimination Act of 1978 and the Family and Medical Leave Act as legally required. Police officers are entitled to a maternity/parental leave and subject to the following conditions:

- The police officer shall notify Human Resources of the pregnancy no later than the fourth (4th) month of pregnancy or upon ascertainment of such condition, whichever shall be the latter. At such time, the police officer shall provide a written statement indicating the expected date of delivery. Application for maternity/parental leave shall be submitted to Human Resources at least one hundred and twenty (120) calendar days prior to the anticipated birth of the child. At the time of application, the police officer must designate leave intentions.
- For the time period in which the attending physician certifies that the police officer is disabled, the police officer will be placed on a maternity/parental leave disability leave. The police officer's accumulated benefit time will be used during this time in the order of use by sick, vacation, then personal time. If the police officer's accumulated time runs out prior to the end of the disability leave, the Board shall continue to maintain the affected police officer's group health insurance coverage. The police officer shall pay for their share of dependent health insurance premiums for the remainder of the leave.
- Once the police officer has been released from the police officer's physician's care they are entitled to additional maternity leave time as follows:
 - If eligible for Family and Medical Leave Act (FMLA) the police officer will be entitled to twelve

(12) weeks of leave as outlined in Article 12, Sick Leave.

OR

- If the police officer is not eligible under the provisions of the Family and Medical Leave Act the police officer will be entitled to the same provisions as outlined in Article 12, Sick Leave.
- At the conclusion of any maternity leave as outlined in paragraph three (3), the police officer may request an unpaid maternity leave up to thirty-four (34) weeks. The police officer will be responsible for maintaining their health insurance benefits, if they so desire, by making the appropriate payments to Human Resources as outlined in their application for maternity/parental leave.
- A police officer who is granted maternity/parental leave in the duration of six (6) months or less shall be returned to their former position at the conclusion of the leave.
- The total amount of maternity leave time shall not exceed one (1) year.
- A police officer on maternity leave may return to work prior to the end of their leave, provided that a written notice is submitted to Human Resources at least three (3) days prior to their return date.
- The Board shall make reasonable accommodations as legally required by law.

Section 16.4. Bereavement Leave

Police officers may use up to three (3) work days without loss of pay, for bereavement of the death of a family member as defined as spouse, domestic partner, civil union partner, spouse-substitute, children, parents, siblings, grandparents, grandparents-in-law, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians and dependents (as defined by the Internal Revenue Code Section 152).

Bereavement pay is calculated based on the police officer's base pay rate at the time of the absence and will not include any special forms of

compensations, such as incentives, commissions, bonuses, overtime or shift differentials. Bereavement leave will normally be granted unless there are unusual business needs or staffing requirements. A police officer may, with his supervisors' approval, use any available benefit time for additional time off as necessary.

The allotted days off with pay do not have to be consecutive. However, the allotted time off must be used within twelve (12) months of the death of the family member. A police officer who wishes to utilize Bereavement Leave must submit a request to his supervisor with as much notice as practicable. It shall be the duty of the police officer's supervisor, or their designee to determine the justification of leave under this policy.

The Board reserves the right to require documentation of the death and/or relationship (e.g. death certificates, obituary, documentation from the funeral home, etc.).

Section 16.5. Family and Medical Leave Act

The Board, as legally required, will comply with the Family and Medical Leave Act of 1993.

Pursuant to the FMLA, the Board will grant its police officers up to twelve (12) consecutive weeks of unpaid leave if the eligible police officer meets the appropriate requirements of the FMLA as set forth in this procedure.

- A. A family and/or medical leave of absence will be defined as an approved absence available to eligible police officers for up to twelve (12) weeks of unpaid leave per year under particular circumstances that are critical to the life of a family. Leave may be taken upon the following conditions:
 - The birth of the police officer's child
 - The adoption or foster care placement of a child with the police officer
 - The police officer's need to care for a child, spouse, or parent with a serious health condition
 - The inability of the police officer to perform the functions of his position due to a serious health condition.

- B. This procedure will apply to all family and medical leaves of absence except to the extent that such leaves are covered under

other paid employment benefit plans or policies for any part of the twelve (12) weeks of leave to which the police officer may be entitled under this procedure. The police officer has the option of taking this leave as paid or unpaid leave.

- C. To be eligible for this leave, a police officer must have been employed for at least twelve (12) months in total (they need not be consecutive) and must have worked at least 1,250 hours during the twelve month period preceding the commencement of the leave.
- D. The Board will require medical certification to support a claim for leave for a police officer's own serious health condition or to care for a seriously ill child, spouse, or parent. For the police officer's own medical leave, the certification will include a statement that the police officer is unable to perform the functions of his position. For the police officer's leave to care for a seriously ill child, spouse or parent, the certification will include an estimated amount of time the police officer is needed to provide care. In its discretion, the Board may require a second medical opinion and periodic certification at its own expense. If the first and second opinions differ, the Board, at its own expense, may require the binding opinion of a third health care provider, approved jointly by the Board and the police officer.
- E. If medically necessary for a serious health condition of the police officer or their child, spouse or parent, a police officer leave may be taken on an intermittent or reduced leave schedule. If leave is requested on this basis, the Board may require the police officer to transfer temporarily to an alternative position that better accommodates recurring periods of absence, provided that the position has equivalent pay and benefits.
- F. Spouses who are both employed by the Board are entitled to a total of twelve (12) weeks of leave (rather than twelve (12) weeks each) for the birth or adoption of a child or the care of a sick parent.
- G. When the need for leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the police officer must provide reasonable prior notice (normally thirty (30) days) and make efforts to schedule the leave without disruption to Board operations. In the case of illness, the police officer will be required to report periodically on leave status and intention to

return to work. In an emergency, a police officer must file medical certification with the Board within seven (7) days of the onset of the illness. The immediate supervisor will be notified of all such requests for leaves by the police officer.

- H. Any police officer granted an approved leave of absence under this section will provide for the retention of his group insurance coverage by arranging to pay the premium contributions during the period of unpaid absence.
- I. In the event that a police officer chooses not to return to work upon completion of an approved unpaid leave of absence, the Board may recover from the police officer the cost of any payments made to maintain the police officer's coverage, unless the failure to return to work was for reasons beyond the police officer's control. Benefit entitlements based upon length of service will be calculated as of the last paid workday prior to the start of the unpaid leave of absence.
- J. A Request for Family and Medical Leave of Absence form will be completed in duplicate by the police officer. This form will be completed in detail, signed by the police officer, submitted to the immediate supervisor for proper approvals, and forwarded to Human Resources. If possible, the form should be submitted thirty (30) days in advance of the effective date of the leave.
- K. All requests for family and medical leaves of absence due to illness will include the following information, which will be attached to the completed Request for Family and Medical Leave of Absence form with sufficient medical certification stating:
 - The date on which the serious health condition commenced
 - The probable duration of the condition
 - The appropriate medical facts within the knowledge of the health care provider regarding the condition.

In addition, for purposes of leave to care for a child, spouse, or parent, the certificate should give an estimated amount of time the police officer will be needed to provide such care. For purposes of leave for a police officer's illness, the certificate will state that the police officer is unable to perform the functions of his position.

In the case of certification for intermittent leave or leave on a reduced leave schedule for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment must be stated.

The FMLA also contains certain other requirements and obligations. For more information, consult the Human Resources Department.

ARTICLE 17 - SENIORITY

Section 17.1. Definition of Seniority

As used herein, the term "seniority" shall refer to and be defined as the continuous length of service from the date of last hire as a police officer in this bargaining unit.

The relative seniority of police officers hired on the same day shall be determined by lot in the Human Resources Department.

Section 17.2. Probationary Period

All new police officers and those rehired shall be considered probationary police officers until they successfully complete a probationary period of twelve (12) months. Completion of all training requirements and passage of the state certification test shall be completed within the probationary period as a condition of employment. Notwithstanding the foregoing, newly hired sworn officers hired after the ratification of this Agreement who have retired from a jurisdiction in Illinois as a police officer in good standing with a minimum of twenty (20) years of service, shall serve a six (6) month probationary period. If a police officer is on any authorized unpaid leave during the probationary period, the probationary period may, at the Board's discretion, be extended for a time equal to the time off on leave. During said probationary period, the police officer shall demonstrate abilities and demeanor satisfactory to the Board. During a police officer's probationary period, the police officer may be laid off, or terminated at the sole discretion of the Board. No grievance shall be presented or entertained in connection with the layoff, or termination of a probationary police officer. There shall be no seniority among probationary police officers.

Section 17.3 Seniority List

A Seniority List for all bargaining unit members shall be provided by the Human Resources Department to the Union annually and may be updated from time to time, as is needed, to account for new hires, retirees, resignations, and other factors established within this section that would affect seniority.

Section 17.4. Seniority Termination

A police officer shall be terminated and his seniority broken when he:

- (a) Resigns; or
- (b) Is discharged; or
- (c) Is laid off pursuant to the provisions of the applicable Agreement for a period of twelve (12) months; or

- (d) Retires; or
- (e) Falsifies the reason for a leave of absence, is found to be working during a leave of absence or otherwise violates any conditions imposed for a leave; or
- (f) Fails to report to work at the conclusion of an authorized leave of absence, except under emergency circumstances, e.g., a natural or man-made disaster such as a fire, weather conditions or a severe accident, if any such emergency reasonably would prevent one from reporting in a timely manner; or
- (g) Is laid off and fails to notify the Chief Human Resource Officer of his intention to return to work no later than five (5) calendar days after receiving notice of recall;
- (h) Is absent from work for any reason for a continuous period in excess of twelve (12) months, or for a continuous period in excess of eighteen (18) months if the illness or injury is duty related; or
- (i) Fails to report to work or notify the Board during an absence of three (3) consecutive workdays, except under emergency circumstances, e.g., a natural or man-made disaster such as a fire, weather conditions or a severe accident, if any such emergency reasonably would prevent one from reporting in a timely manner.

ARTICLE 18 - BILL OF RIGHTS

Police officers are covered by, and the Board shall recognize employee rights contained in the Uniform Peace Officers Bill of Rights, 50 ILCS 725/1. Any alleged violation of officer's rights under the Bill of Rights may be pursued under the Grievance Procedure, but such grievance shall not proceed to the arbitration step. Nothing in this article shall constitute a waiver of any rights provided to an employee by law, nor shall the mere filing of a grievance prohibit an employee from pursuing other remedies to the extent allowed and otherwise as provided by law.

ARTICLE 19 - LABOR-MANAGEMENT CONFERENCES

Section 19.1. Meetings

The Union and the Board agree that in the interest of efficient management and harmonious relations, it is desirable that meetings be held between the representatives of the Board and the Union.

Union representatives and Board representatives may meet on a quarterly basis to address:

- (a) Discussion on the implementation and general administration of this Agreement;
- (b) A sharing of general information of interest to the parties;

Additional meetings may be held upon the request of either party, with at least seven (7) days advance notice, by placing a written request to the other for a "labor-management conference" and expressly providing the agenda for such meeting.

Section 19.2. Content

It is expressly understood and agreed that such meetings shall be exclusive of both the grievance procedure, and contract negotiation process. Specific grievances being processed under the grievance procedure will not be considered at "labor-management conferences" nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 19.3. Attendance

Meetings shall be attended at minimum by, the Chief of Police or his designee, the Chief Human Resource Officer or his designee, and two representatives of the Union designated by the Union President. Meetings may be scheduled at off-duty times.

The Board and the Union shall take their own minutes of the meeting.

ARTICLE 20 - EMPLOYEE SECURITY

Section 20.1. Discipline and Discharge

Except for probationary police officers, discipline and discharge of police officers shall be for just cause.

This Section does not apply to any police officers serving a probationary period as defined in Section 17.2 of this Agreement. Probationary police officers may be terminated at any time and for any lawful reason during their probationary period.

The Board is committed to treating all of its police officers fairly. Except in cases where immediate termination is warranted, the primary purpose of disciplinary action is to try to correct a problem, prevent it from happening again, and prepare the police officer for satisfactory performance in the future.

Reasons for disciplinary action include, but are not necessarily limited to, conviction of a serious crime or offense, dishonesty or theft, willful damage to College property, immorality or indecent conduct, falsification of records, unsatisfactory attendance, unsatisfactory work performance, insubordination, failure to comply with prior Board or administrative directives, violation of Board Policy or Administrative Procedure, or any other act committed while a police officer, which is detrimental to the general welfare and best interests of the College, as determined by the Board

Progressive discipline can include a wide range of disciplinary actions, depending on the circumstances, including some or all of the following:

1. Verbal warning.
2. Written warning.
3. Suspension with or without pay.
4. Termination of employment.

However, circumstances may dictate that one or more of these steps be bypassed or omitted, as determined by the Board in its' sole discretion.

In addition, the Board reserves the right to take more severe action, including but not limited to immediate suspension (with or without pay) pending the outcome of an investigation or immediate termination of employment, if the Board determines, in its sole discretion, that such action is appropriate.

Discipline above a verbal warning may be reviewed through the grievance and arbitration procedure in Article 7 of this Agreement.

Section 20.2. File Inspection

Pursuant to the Illinois Personnel Record Review Act, 820 ILCS 40/0.01 et seq. the Board's personnel files and disciplinary files (if any) relating to any police officer shall be open and available for inspection by the affected police officer during regular business hours, upon four (4) business days written notice to the Chief Human Resource Officer. The Chief Human Resource Officer or his designee may be present during such review. Personnel files shall not be removed from the Human Resources Department, nor shall any contents or documentation from the personnel file be altered or removed from the file.

Any alleged violation of this Section 20.2, File Inspection, may be pursued under the Grievance Procedure, but such grievance shall not proceed to the arbitration step. The mere filing of a grievance shall not prohibit an employee from pursuing other remedies to the extent allowed and otherwise as provided by law.

ARTICLE 21 - GENERAL PROVISIONS

Section 21.1. Personal Property Replacement

Subject to written approval by the Chief of Police or his designee, the Board shall replace a police officer's eye glasses, contact lenses and prescription sunglasses, or other personal property, upon written request when such items are damaged or broken during the course of the police officer's duties, if the police officer was required to exert physical force or is attacked by another person.

Section 21.2. Immunization

The Board will pay for inoculation or immunization shots for the police officer and for members of the police officer's household when medically required, as determined by a physician, due to the police officer's exposure in the line of duty to a contagious disease.

Section 21.3 Funeral / Burial Expenses

The Board agrees to defray all reasonable funeral and burial expenses of any police officer killed in the line of duty. Police officers killed in the line-of-duty may have their duty badge issued to a surviving family member and an exact duplicate shall be displayed in public.

Section 21.4. Disability for Injury in the Line of Duty

In the event a police officer is injured or disabled in the line of duty, the Board shall satisfy the obligations for continued pay and benefits as legally required by the Public Employee Disability Act (5 ILCS 345/1). A police officer may be terminated immediately in addition to any other remedies set forth in the Act, if they have engaged in outside employment during the applicable time frame as defined in that Act. The Board shall also fulfill its obligation to provide health care for the police officer and their dependents, as legally required in the Public Safety Employees Benefit Act (820 ILCS 320/1 et.seq.), should the police officer qualify.

ARTICLE 22 - UNIFORMS AND DUTY EQUIPMENT

Section 22.1. Uniforms and Duty Equipment

The Board shall provide uniforms and all duty equipment, with the exception of firearms to all police officers. Police officers shall be required to wear their uniform and duty equipment while on duty and may be subject to discipline for failure to comply.

Section 22.2. Body Armor

Police officers shall receive body armor as part of their initial uniform allotment. A replacement will be issued every five (5) years in accordance with the National Institute of Justice (NIJ). Police officers shall be required to wear the body armor while on duty and may be subject to discipline for failure to comply.

ARTICLE 23 - OFFICER IN CHARGE

Police officers who are assigned as “Officer-In-Charge” or “acting supervisor”, during the absence of the regularly appointed supervisor, shall be compensated an additional \$5.00 per hour for each hour assigned.

ARTICLE 24 - INDEMNIFICATION

To the extent required or provided for under applicable state or federal law, to include the Public Community College Act 110 ILCS 805/3-29 and the Local Governmental and Governmental Employees Tort Immunity Act 745 ILCS 10, et.seq, the Board agrees to indemnify and provide legal representation to a police officer relative to any civil claim or action arising out of the police officer's performance of his duties. The police officer shall provide early notification of any event that may lead to a judgement, claim or action. Under no circumstances will a police officer be indemnified where his conduct is found to be willful, wanton, intentional misconduct or an illegal act; where the police officer is found guilty in a criminal or quasi-criminal case; or where there is finding of malice on the part of the police officer.

ARTICLE 25 - MANDATORY DRUG AND ALCOHOL TESTING FOLLOWING A POLICE OFFICER INVOLVED SHOOTING

The Board and the Union agree to the following policy to be implemented in accordance with 50 ILCS 727/1-25:

Section 1. For the purpose of clarity, the Board and Union agree that a person “involved in” a police officer involved shooting is defined to mean any police officer who discharged a firearm thereby causing injury or death to a person or persons. If multiple police officers discharged their firearm and it is unclear whose bullet struck the person or persons, then all police officers who discharged their firearm shall be required to submit to drug and alcohol testing.

Section 2. The Board and Union agree that the term “involved in” a police officer involved shooting does not include police officers who did not discharge their weapon, even if they were providing other forms of support and assistance during the call. Nor does the term “involved in” include police officers who discharged their weapons when it is undeniably clear their projectiles did not actually strike any person or persons.

Section 3. Any police officer who is involved in an police officer involved shooting shall submit to drug and alcohol testing, so long as such testing is required by 50 ILCS 727/1-25.

Section 4. The Board and Union agree that the provisions of the police department policy regarding drug and alcohol testing and standards for discipline shall regulate the drug and alcohol testing procedures and the consequences for any positive drug and/or alcohol test results.

Section 5. The Board and Union agree that any drug or alcohol test required pursuant to this Article shall be considered a compelled, non-voluntary drug or alcohol test under threat of disciplinary action. Such testing shall only be done by urinalysis or breathalyzer by an occupational health facility designated by the Board. Blood tests shall only be administered with a warrant. This does not limit the Board’s right to obtain test results via other available legal processes.

ARTICLE 26 - FITNESS FOR DUTY

If at any time there is a question concerning a police officer's fitness for duty and the Board outlines the concern in writing to the police officer, the Board may order, at its expense, that the police officer submit to a reasonable medical and/or psychological examination by a qualified and licensed physician, psychiatrist and/or psychologist selected by the Board to determine if the police officer is fit for duty. The police officer shall be given a copy of all reports related to their fitness for duty that are given to the Board as a result of such testing.

Police officers shall have the right to inform the Union of the order after it is received, and shall have the right to secure similar testing at their own expense. The Board shall be given a copy of all reports related to their fitness for duty that are given to the police officer or union as a result of such testing.

Police officers failing to cooperate or refusing to undergo fitness for duty testing shall be subject to discipline up to and including termination.

ARTICLE 27 - SAVINGS CLAUSE

If any provision of this Agreement is subsequently determined by legislative, judicial authority, Board, Agency, or Court of competent jurisdiction to be invalid, unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties shall meet as soon as possible to negotiate a substitute provision.

ARTICLE 28 - ENTIRE AGREEMENT

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term, except as otherwise specified in 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 or matter not removed by law or ordinance from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE 29 - TERMINATION

Except for salaries and insurance, this Agreement shall be effective from the date of ratification by the Board, until June 30, 2022. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify or terminate this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date.


Executed this ____ day of _____, _____.

For:
Elgin Community College
Community College District # 509,
Kane, Cook, DuPage, McHenry,
and DeKalb Counties and the
State of Illinois

For:
Metropolitan Alliance of Police



Chair, Board of Trustees



MAP President

11-13-2018
Date

7-1-19
Date

APPENDIX "A" - DUES DEDUCTION AUTHORIZATION

I, the undersigned member of the Metropolitan Alliance of Police (MAP) Chapter #735, hereby authorize and direct the Human Resource Department, to deduct from my wages and to pay to the Metropolitan Alliance of Police or its authorized representative, the regular dues as set by the Union, which may be owed to MAP as a result of my membership therein.

This authorization shall continue to be in effect, unless revoked by the police officer pursuant to Article 3.1 of this Agreement. The dues amount may change as directed by MAP.

Member's name: _____ Date: _____
(Please print)

Member's signature: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ E-mail: _____

APPENDIX B - BASE SALARY SCHEDULE

Upon Ratification of the Board through June 30, 2022	
Minimum/Starting Salary	\$41,662
Midpoint	\$63,326
Maximum Salary	\$84,990

SALARY CHART

Officer	Base / Current	Effective 7/1/18	Effective 7/1/19**	Effective 7/1/20**	Effective 7/1/21***
Hermesdorf	\$63,416	\$65,160*	\$66,463	\$67,792	\$69,318
Jannusch	\$61,313	\$62,999*	\$64,259	\$65,544	\$67,019
Keen	\$61,313	\$62,999*	\$64,259	\$65,544	\$67,019
Huber	\$58,050	\$60,947	\$62,166	\$63,409	\$64,836
Jenkner	\$56,912	\$60,947	\$62,166	\$63,409	\$64,836
Gutierrez	\$54,988	\$60,947	\$62,166	\$63,409	\$64,836
Lullo	\$54,988	\$60,947	\$62,166	\$63,409	\$64,836
Morales	\$53,000	\$60,947	\$62,166	\$63,409	\$64,836
Brouk	\$66,905	\$60,947****	\$62,166	\$63,409	\$64,836
Mercado	\$54,988	\$60,947	\$62,166	\$63,409	\$64,836
Hernandez	\$54,988	\$60,947	\$62,166	\$63,409	\$64,836
Sears	\$54,988	\$60,947	\$62,166	\$63,409	\$64,836
Sunter	\$54,988	\$60,947	\$62,166	\$63,409	\$64,836

MAP represents that no police officer, except for Officers Keen, Brouk, and Jannusch, intend to apply for or collect a SURS annuity within four (4) years after ratification of this Agreement by the Board of Trustees.

- *+2.75% To Base/Current
- **+2.00% To Prior Year
- ***+2.25% To Prior Year
- ****Salary rate effective first pay period following ratification by the BOT
- Contract to 6/30/2022

APPENDIX C - Letter of Agreement Regarding Unfair Labor Practice Charges

This letter of agreement is entered into in the context of collective bargaining for an initial contract between the Metropolitan Alliance of Police, Chapter #735 (“Union”) and the Board of Trustees of Community College District No. 509, commonly known as Elgin Community College (“College”) following the Union’s certification on December 6, 2016 as the collective bargaining agent for the College’s police officers. In conjunction with the initial contract settlement, the Union (acting on behalf of and as the duly authorized representative for the police officers) and the College agree to resolve any and all claims the parties may have against one another, regardless of whether a formal complaint has been filed. As such, the Union agrees to withdraw, with prejudice, its pending unfair labor practice charges filed against the College, specifically IELRB Charge Nos. 2018-CA-0072-C and 2019-CA-0006-C (“the Charges”). Additionally, both parties agree not to file any new claims or unfair labor practice charges based on the same or similar conduct as alleged in the Charges or based on any other conduct since December 6, 2016, that could have been raised in any charge as of the date the Board ratifies the initial collective bargaining agreement between the parties.