ILLINOIS FOP LABOR COUNCIL

and

OAKTON COMMUNITY COLLEGE

Public Safety Officers

July 1, 2012 – June 30, 2016

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PREAMBLE

This Agreement is made and entered into by and between the Oakton Community College/Board of Trustees (hereinafter referred to as the "Employer" or "Board"), the Oakton Community College Public Safety Officers, and the Illinois FOP Labor Council (hereinafter referred to as the Council" or "FOP").

It is the intent and purpose of this Agreement to set forth the parties' entire agreement with respect to the rates of pay, hours of employment, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to prevent interruptions of work and interference with the operations of the Employer; to encourage and improve efficiency and productivity; and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1
RECOGNITION AND REPRESENTATION

All public safety officers, excluding the Chief of Public Safety, Sergeant of Public Safety, public safety guards, and all other supervisory, managerial, confidential or short-term employees as defined under Section 2 of the IELRA.

ARTICLE 2
DUES CHECKOFF, FAIR SHARE, AND COUNCIL RIGHTS

Section 2.1 - Dues Checkoff

The Board shall deduct from each employee's paycheck a pro rata amount of the regular FOP dues provided such employee has filed with the Board an appropriate written authorization form at least thirty (30) calendar days prior to such initial deduction.

The Board shall provide the FOP with a list of employees from whom deductions have been made and the amount thereof such to be forwarded within ten (10) calendar days following the issuance of the applicable paychecks. The FOP may alter the amount of dues to be deducted up to once each fiscal year provided such is consistent with the employee's authorization form. If an employee has no earnings or insufficient earnings to cover the amount of the dues deduction, the FOP shall be responsible for collection of dues.

Section 2.2 - Administering Dues Deduction

The Board agrees to:

(1) Notify the FOP President of the names and positions of all newly hired employees within thirty (30) calendar days of their commencing employment. Such notification may be provided by furnishing a copy of the personnel action notice or in such other form as the Board shall deem appropriate;
(2) Provide all newly hired employees a copy of this Agreement no less than ten (10) calendar days after commencement of employment; and

(3) Provide FOP a copy of any revocation of dues authorization within ten (10) calendar days of the date such revocation is received.

Section 2.3 - Indemnification

The Labor Council and the Officers shall indemnify and hold harmless the Employer, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, 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 Employer for the purpose of complying with the provisions of this Article, or in reliance on any written checkoff authorization furnished under any of such provisions.

ARTICLE 3
LABOR - MANAGEMENT COMMITTEE

At the request of either party, the President of the bargaining unit and the Chief of Public Safety shall meet at least once each calendar quarter to discuss matters of mutual concern that do not involve negotiations. The President of the bargaining unit may invite other bargaining unit members or the Labor Council (not to exceed two) to attend such meetings. The Chief of Public Safety may invite other Employer representatives (not to exceed two) to attend such meetings. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least three days prior to the date of the meeting. This section shall not be applicable to any matter that is being processed pursuant to the grievance procedure set forth in this Agreement.

ARTICLE 4
GRIEVANCE PROCEDURE

Section 4.1 - Definition

A "grievance" is defined as an alleged violation, misinterpretation, or misapplication of an express provision of this Agreement as asserted by an employee, a group of employees, or the FOP.

Section 4.2 - Procedure

The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. Utilization of the informal process shall be a condition precedent to utilizing the formal procedures set forth below.

STEP 1: A grievance which has been unresolved at the informal level may be submitted in writing to the Chief of Public Safety specifically indicating the nature of the grievance and the provisions of the Agreement which have allegedly been violated, and the relief requested. All grievances must be so presented no later than ten (10) calendar days from the date of the first occurrence of the matter given rise to the grievance or within ten (10) calendar days that the employee, through the use of reasonable diligence, could have obtained knowledge of such first occurrence. The Chief of Public Safety may convene a grievance meeting within ten (10)
calendar days of the filing of such grievance. The response to such grievance shall be submitted
in writing to the grievant, with a copy to the FOP if the grievant is an individual employee, no
later than ten (10) calendar days after the grievance has been formally presented or after the
holding of the grievance meeting, whichever shall last occur.

**STEP 2:** If the grievance is not settled at Step 2 and the employee wishes to appeal the grievance
to Step 3 of the Grievance procedure, it shall be submitted in writing to the Vice President for
Business and Finance within seven (7) calendar days after receipt of the Employer's answer at
Step 2. The grievance shall specifically state the basis upon which the grievant believes the
grievance was improperly denied at the previous step in the grievance procedure. The Vice
President for Business and Finance shall investigate the grievance and, in the course of such
investigation, shall offer to discuss the grievance within seven (7) calendar days with the
grievant and an authorized representative of the Council at a time mutually agreeable to the
parties. If no settlement of the grievance is reached, the Vice President for Business and Finance
shall provide a written answer to the grievant and the Council within seven (7) calendar days
following their meeting.

**Section 4.3 - Arbitration**

If the grievance is not settled in Step 2 and the Council wishes to appeal the grievance from Step
2 of the grievance procedure, the Council may refer the grievance to arbitration, as described
below, within twenty-one (21) calendar days of receipt of the Employer's written answer as
provided to the Council at Step 2:

(a) The parties shall attempt to agree upon an arbitrator within seven (7) calendar days
after receipt of the notice of referral. In the event the parties are unable to agree upon
the arbitrator within said seven (7) day period, the parties shall jointly request the
American Arbitration Association to submit a panel of five (5) arbitrators.

(b) The arbitrator shall be notified of his/her selection and shall be requested to set a time
and place for the hearing, subject to the availability of Council and Employer
representatives.

(c) The Employer and the Council shall have the right to request the arbitrator to require
the presence of witnesses or documents. The Employer and the Council retain the
right to employ legal counsel.

(d) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days
following the close of the hearing or the submission of briefs by the parties,
whichever is later.

(e) More than one grievance may be submitted to the same arbitrator where both parties
mutually agree in writing.

(f) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall
be divided equally between the Employer and the Council; provided, however, that
each party shall be responsible for compensating its own representatives and
witnesses.
Section 4.4 - Limitations on Authority of Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the Second Step. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Employer under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section 4 shall be final and be binding upon the Employer, the Council and the employees covered by this Agreement.

Section 4.5 - Time Limit for Filing

If a grievance is not presented by the employee within the time limits set forth above, it shall be considered "waived" and may not be pursued further. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee may elect to treat the grievance as denied at the step and immediately appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

Section 4.6 - Miscellaneous

The Council shall be notified of any grievance meeting scheduled to take place, and the Council shall be allowed to attend any such meeting. Moreover, no action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Employer unless and until the Employer has agreed thereto in writing.

ARTICLE 5
NO STRIKE NO LOCKOUT

Section 5.1 - No Strike

For the duration of the Agreement, neither the Council nor any officers, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies or work to the rule situation, mass absenteeism, or any other intentional interruption or disruption of the operations of the Employer, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the
Employer. Each employee who holds the position of officer or steward of the Council occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article the Council agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 5.2 - No Lockout

The Employer will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Council.

ARTICLE 6
SENIORITY, LAYOFF, AND RECALL

Section 6.1 - Definition of Seniority

Seniority shall be based on the length of time from the last date of beginning continuous full-time employment as a Public Safety Officer for the Employer. Seniority shall not accrue during any unpaid leave of absence in excess of ninety (90) consecutive days and in such event the employee's seniority date shall be adjusted accordingly. Where applicable, identical seniority among employees shall be resolved by lot.

Section 6.2 - Probationary Period

All new employees and those hired after loss of seniority shall be considered probationary employees until they complete a probationary period of twelve (12) months after completion of all training requirements and passage of the state certification test of Public Safety Officers.

During an employee's probationary period, the employee may be laid off, or terminated at the sole discretion of the Employer. No grievance shall be presented or entertained in connection with the layoff, or termination of a probationary employee.

There shall be no seniority among probationary employees.

Section 6.3 - Seniority List

On or before January 1 each year, the Employer will post, and provide the Council with a seniority list setting forth each employee's seniority date. The Employer shall not be responsible for any errors in the list, unless such errors are brought to the attention of the Employer in writing within (14) calendar days after posting. Upon verification of all seniority dates the employer shall reissue the list.

Section 6.4 - Layoff

The Employer, at its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this Agreement will be laid off in accordance with their length of service as provided in Illinois Statute.

Except in an emergency, no layoff will occur without at least fourteen (14) calendar days notification to the Council. The Employer agrees to consult the Council, upon request, and afford
the Council an opportunity to propose alternatives to the layoff, though such consultation shall not be used to delay the layoff.

Section 6.5 - Recall

Employees who are laid off shall be placed on a recall list for a period of twelve (12) calendar months following layoff or as required by law whichever shall be the longer. If there is a recall, employees who are on the recall list shall be recalled, in the inverse order of their layoff. Employees who are eligible for recall shall be given seven (7) calendar days notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Council, provided that the employee must notify the Chief of Public Safety or his designee of his intention to return to work within three (3) days after receiving notice of recall. The Employer 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 employee, it being the obligation and responsibility of the employee to provide the Chief of Public Safety or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice his name shall be removed from the recall list.

Section 6.6 - Termination of Seniority

Seniority and the employment relationship shall be terminated for all purposes if the employee:

(a) quits;
(b) is discharged for reasonable cause (probationary employees without cause);
(c) retires (or is retired should the Employer adopt and implement a legal mandatory retirement age);
(d) falsifies the reason for a leave of absence, or is found to be working during a leave of absence without the written approval of the Employer;
(e) fails to report to work at the conclusion of an authorized leave of absence or vacation;
(f) is laid off and fails to report for work after the established date for the employee's return to work;
(g) does not perform work for the Employer for a period in excess of twelve (12) months; provided, however, this provision shall not be applicable to absences due to military service, established work related injury compensable under workers' compensation disability pension, or a layoff where the employee has recall rights; or
(h) is absent for two (2) consecutive working days without notifying the Employer

An employee, who establish to the Employer's reasonable satisfaction that his/her absence under subsections 6 (e) and (h) was clearly due to circumstances beyond his/her control, shall not be terminated under this Section.

ARTICLE 7
HOURS OF WORK AND OVERTIME

Section 7.1 - Application of Article

This Article is intended only as a basis for calculating overtime payments, and nothing in this Article or Agreement shall be construed as a guarantee of hours per day or week.
Section 7.2 - Normal Workday and Shift

The normal workday shall be eight (8) hours exclusive of an unpaid lunch period of at least thirty (30) minutes, but shall include a fifteen (15) minute break, subject to work duties. The Board shall seek to adjust schedules where possible so as to maximize the likelihood that the lunch period shall be uninterrupted, provided if such interruption does occur, the lunch period shall be adjusted for the affected day (but not later than commencing less than two hours before the normal conclusion time, nor earlier than commencing less than two hours after the beginning of the shift) of the affected employee.

Section 7.3 –Shift Bidding and Vacancies/Changes in Normal Work Day

Shift bidding for shift preferences shall occur no later than January 31st of each year. Such selections of shifts preferences may commence on the following July 1st of each year. Employees shall bid on their work location preferences and work day (shifts) preferences, in order of the employee’s seniority (most senior first, and so on, and so forth). If an employee fails to make his/her selection, that employee shall be placed at the bottom of the seniority list, and shall select his/her work location and shift last. Employees may remain on their selected shifts preferences until a re-bid occurs the following year. However, nothing in this provision waives the Chief of Police’s managerial rights and at his/her full discretion, can assign officers to other shifts or work locations, other than the one’s that were selected. Assignments to other shifts and/or work locations, shall not be arbitrary, nor capricious. Shift bidding is subject to grievance procedure and shall not be subject to arbitration.

The Employer will give, except in exigent circumstances, at least 5 working days advance notice of a change in the normal work day (shift) to all employees affected by such change.

When a vacancy on an existing shift is being filled, officers currently employed may bid to fill the vacancy. The Chief of Public Safety, or designee, shall post such vacancies at each work locations, for at least eight (8) calendar days, to allow currently employed officers the opportunity to bid on such vacancies. Assignment to the open shift vacancy will be made according to seniority. The vacancy will be posted no less than eight (8) calendar days prior to being filled. Probationary Officers shall be assigned shifts in accordance with training and staffing needs. The shifts are not subject to vacancy bidding for probationary officers, nor will probationary officers be allowed to bid on any openings. Change of a normal work day (shift) of 1 hour or less shall not be considered a change of shift and not subject to seniority bidding.

Section 7.4 - Overtime Pay

Overtime pay shall be in accordance with the Federal Fair Labor Standards Act with the exception of including holidays observed and vacation paid time off, as hours worked and any other applicable statute. Any alleged violation of this Section shall be subject to ruling by the U.S. Department of Labor and shall not be subject to the arbitration provisions of this Agreement, unless this Section 7.4 is violated.
Section 7.5 - Court Time

For each hour worked in a duty-related court appearance or required by the College outside their hours of work (i.e., hours not contiguous to their normal shift or on a day not regularly scheduled), employees shall be paid a guarantee of two and one-half (2 ½) hours paid at time and one half.

Section 7.6 - Hire Back/On-Call Pay

Employees who are hired back to work outside their normal hours of work (i.e., hours not contiguous to their normal shift or on a day not regularly scheduled) shall be paid their applicable rate of pay for all hours worked outside their normal shift, with a guarantee of four hours pay.

Effective July 1, 2010, employees who are required to carry a pager, and are placed on an “on-call status”, shall be compensated for such requirement at the rate of $2.50 per hour, for each hour that the officer is on an “on-call status”. Effective July 1, 2014, the rate shall be $3.50 per hour, for each hour that the officer is on an “on-call status”.

Section 7.7 - Compensatory Time

An employee shall have the option of accruing up to a maximum of two hundred and forty (240) hours of compensatory time in lieu of overtime pay. While employee wishes will be considered, the scheduling of compensatory time shall be subject to the paramount needs of the Department as determined by the Chief of Public Safety, or his designee. The scheduling of compensatory time shall not adversely affect the department, and shall not be unreasonably denied. Accrued compensatory time shall be carried over from year to year to the extent permitted by law. Upon written request to the Chief of Public Safety, an employee may exchange up to eighty (80) hours of compensatory time for cash, each year.

Section 7.8 - No Pyramiding

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

Section 7.9 - Rotation of Overtime

A reasonable effort shall be made to equitably rotate overtime opportunities among employees covered by this Agreement. Where practical, overtime shall be offered on a voluntary basis. If overtime still exists, the least senior officer shall be assigned to work.

Section 7.10 - Shift Differentials

An employee regularly assigned to work for a period of four (4) consecutive hours or more after 4:00 p.m. and before 11:00 p.m. shall be paid a premium of seven percent (7%) of his regular salary for the full shift for that day. An employee regularly assigned to work for a period of four (4) consecutive hours or more after 11:00 p.m. but before 6:00 a.m. or assigned to work a split shift shall be paid a premium of ten percent (10%) of his regular salary for the full shift for that day. There shall be no pyramiding of premium pay.
Section 7.11 - Summer Work Week

If the Board adopts a summer work schedule for non-teaching employees not covered by this Agreement, such adopted summer work schedule shall also apply to all employees covered by this Agreement.

Section 7.12 - Emergency Closing

When the Administration determines that it is necessary to close a facility because of an emergency situation, to include inclement weather, the following will apply:

1. Employees covered by this Agreement will be designated by the Chief of Police to work during an emergency closing. A minimum of one (1) officer per shift will be designated. An attempt will be made to designate that officer from the officer’s regular shift. Depending on the need, the Chief of Police may designate additional officers to work during the emergency.

2. Employees who are designated will make every reasonable effort to report to work regardless of the weather, or other emergency circumstances.

3. An emergency situation at one facility shall not necessarily affect employees at any other facility.

4. Employees who work during an emergency closing still be paid for the closed building day. In addition, the regular shift for such day shall be calculated as hours worked.

ARTICLE 8
SICK LEAVE

Section 8.1 - Accrual and Procedures

Each employee shall accrue sick leave with pay at a rate of one and one-quarter working day per month of service, equal to fifteen (15) sick days per year. The accrued sick leave shall be retroactive to each employee's employment starting date with the Employer, provided sick leave shall not be taken during the first ninety (90) days of employment.

Unused sick leave may accumulate up to a maximum number of two hundred six (206) days.

Section 8.2 - Permitted Uses

Accrued sick leave may be taken by an employee who is unable to work during his scheduled work day when one or more of the following conditions apply:

(a) Injury or illness of himself or of a member of his immediate family, as defined by law;

(b) Quarantine at home.
Section 8.3 - Sick Leave Eligibility

To be eligible for compensation while on sick leave, the employee shall notify, if at all possible, his immediate supervisor prior to his scheduled starting time, of his inability to report to work. If not possible, such notification shall be provided as soon as practicable.

Section 8.4 - Sick Leave Compensation

Sick leave compensation shall be paid in no less than one (1) hour increments.

ARTICLE 9
LEAVES OF ABSENCE

Section 9.1 - Funeral Leave

A. Family Members
   In the event of a death in the employee's immediate family (spouse, domestic partner, child or parent), the employee shall be entitled to up to five (5) work days leave without loss of salary to be taken within seven (7) calendar days. An employee shall be entitled to three (3) consecutive work days without loss of salary to be taken within five (5) calendar days in the event of a death of a parent of his/her spouse, a sibling, a grandparent, a step parent, or a relative living in the employee's household. If more days are needed, an employee may use any accumulated personal leave days. If after the exhaustion of all personal leave, still more days are needed, the immediate supervisor and the Director of Human Resources may allow an employee to use accumulated sick leave or vacation leave.

B. Interruption.
   An employee, at his/her option, may interrupt or terminate a vacation leave in order to take bereavement leave.

Section 9.2 - Jury Leave

An employee who is required to report for jury duty shall be excused from work without loss of pay for the period of time which he is required to report or serve. Any reimbursement for expenses which the employee receives for jury duty or jury service shall not be subtracted from the employee's regular wages.

Section 9.3 - Military Leave

Military leave and re-employment rights will conform with state and/or federal requirements. The employee shall present written evidence of induction or call to training or active duty for reserve or national guard status to the Chief of Public Safety as soon as practical after receiving notification.
ARTICLE 10
PERSONNEL FILES

Section 10.1 - Inspection of Personnel Files

The Employer agrees to allow an employee to examine the contents of his/her personnel file in accordance with the Illinois Personnel Records Review Act, Illinois Compiled Statutes, 820 ILCS 40/1, et. seq., upon four (4) working days written notice or sooner, if practical, to the Director of Human Resources provided such examination shall occur during normal business hours. Upon written request the Employer shall provide an employee with a copy of the contents of his/her personnel file. Personnel files may not be removed from the office. The Board shall direct that such examination be conducted in the presence of a designated non-bargaining unit employee.

Section 10.2 - Retention of Disciplinary Records

The Board acknowledges that typically, i.e., except for good cause shown upon written request of the employee, a record of a verbal reprimand for an unrepeated action will be removed from the employee's personnel file after a period of one (1) year, and the record of written reprimand for an unrepeated action will be removed after a period of three (3) years. This Section shall not be applicable to any action involving assault, battery, sexual harassment or improper use of alcohol or drugs.

ARTICLE 11
VACATIONS

Section 11.1 - Eligibility

Every employee shall be eligible for paid vacation time after six (6) months employment with this College. Vacation allowance shall be based on the following schedule:

<table>
<thead>
<tr>
<th>Length of Seniority</th>
<th>Working Days of Vacation Per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-5 years</td>
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<tr>
<td>15 years</td>
<td>18</td>
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On January 1st any vacation leave days the employee has accumulated in excess of eight (8) more than the employee is eligible to earn in one calendar year will be converted into sick leave days.
Section 11.2 - Vacation Eligibility

Vacation time shall be accrued on a per pay period basis at the annual rate listed in Article 11, Section 1.

Section 11.3 - Vacation Pay

Vacation pay shall be paid at the rate of the employee's regular straight-time hourly rate of pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation.

Section 11.4 - Vacation Scheduling

Vacations shall be scheduled, insofar as practicable, at times desired by each employee with the determination of preference with each work unit being made on the basis of an employee's seniority as defined in Article VII, Section 1. It is expressly understood that other than previously stated, the final right to designate vacation periods and the maximum number of employee(s) who may be on vacation at any time is exclusively reserved by the Chief of Public Safety in order to insure the orderly performance of the services provided by the Employer, and such approval shall not be unreasonably denied.

Section 11.5 - Final Compensation

Upon separation from employment with the College, an employee shall be paid for vacation leave accrued but not used at the regular salary rate of the employee at the time of separation.

ARTICLE 12
HOLIDAYS

Section 12.1 – Holidays

The following shall be regular paid holidays:

New Year's Day
Martin Luther King, Jr.'s Day
President's Day
Memorial Day
Fourth of July
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
New Year’s Eve
Section 12.2 - Holiday Pay

If an employee works on a holiday, the officer shall be compensated at his/her regular rate of pay, plus eight hours of holiday pay.

Section 12.3 - Personal Days

Employees shall receive four (4) personal leave days for use during each year. Personal leave shall be taken only for emergencies or for the conduct of, necessary business which cannot be reasonably deferred to non-scheduled days or times. Personal leave days may not be carried over to subsequent years unless approved by the Chief of Public Safety. Unused personal leave days are non-compensable. Personal days shall accrue but may not be utilized in the first ninety (90) days of employment.

Section 12.4 - Winter Break

If the Board adopts a winter break, and employees not covered by this Agreement are allowed off, such adopted winter break shall also apply to all employees covered by this Agreement.

Section 12.5 - Floating Holidays

Employees shall receive three (3) floating paid days per fiscal year, to be taken subject to approval of the employee's supervisor.

All floating holidays must be submitted in writing, on a timely basis, and must be taken in full-day increments.

ARTICLE 13
SALARIES AND OTHER COMPENSATION

Section 13.1 - Salaries

Effective July 1, 2012, all Public Safety Officers will receive a wage increase and step progression according to the salary schedule as reflected in Appendix “A”. On July 1, 2008, officers will remain at their step as of June 30, 2013, and receive an across the board increase of 2.75%. On July 1, 2014 officers will remain on their step and receive a wage increase of 2.50%. Effective July 1, 2015, officers shall remain that their step in effect June 30, 2015, and will receive an across the board increase of 3%. All wages shall be retro-active from July 1, 2012.

Section 13.2 - Officer in Charge

Any employee assigned as an acting supervisor for all, or any part, of a shift shall be compensated for acting in that capacity at the rate of ten percent (10%) of the employee's regular hourly rate of pay for each hour of working in that capacity.
Section 13.3 - Education Benefits

A. Tuition Waiver.

All full-time employees covered by this Agreement, their children, domestic partner and their spouses may enroll in credit courses offered by the College at no tuition charge. Upon approval of the immediate supervisor an employee may attend one (1) college credit class per semester during work time.

B. Tuition Reimbursement.

The College will reimburse an officer for up to four semester hours (6 quarter hours) per term and up to nine semester hours (or 13.5 quarter hours) per fiscal year taken at other colleges and universities. Reimbursement will be at a rate not to exceed $160.00 per semester hour or $114.00 per quarter hour, plus up to $15.00 in additional fees per course for the successful completion of courses for which prior approval has been received.

Courses will be approved pursuant to Board Policy.

C. Advanced Degree Adjustment.

An employee who obtains, with prior approval of the Chief of Public Safety and the concurrence of the Associate VP for Human Resources, or his hired with a Bachelors, in a field related to his or her position shall advance one (1) step on the salary schedule up to the maximum of the salary range. The one (1) step advancement on the salary schedule will be effective on the first (1st) of the months following the date evidence (official transcript) of the degree is presented. Official college transcripts must be submitted to Human Resources for verification and inclusion in the employee's personnel file. An employee who obtains, with prior approval of the Chief of Public Safety and the concurrence of the Associate VP for Human Resources, a Masters, Degree in a field related to the officer’s position shall advance one (1) step on the salary schedule up to the maximum of the salary range. An officer hired with a Masters Degree, in a filed related to his or her position shall advance two (2) on the salary schedule up to the maximum of the salary range. The one (1) step advancement on the salary schedule will be effective on the first (1st) of the month following the date evidence (official transcript) of the degree is presented. Official college transcripts must be submitted to Human Resources for verification and inclusion in the employee's personnel file. All degrees must be awarded from an accredited institution of higher education.

D. Required Training.

Training or Study courses required of an employee, recommended by an appropriate administrator, and approved by the Director of Human Resources shall be fully funded by the College. All full-time employees under the terms of this Agreement shall receive thirty-two (32) hours of in-service instruction in the Law Enforcement field per calendar year.
Section 13.4 - Field Training Officer (FTO)

Officers assigned as an FTO, shall receive an annual stipend of five-hundred dollars ($500.00) per year. Such stipend shall be paid over twenty-six (26), pay periods.

Section 13.5 - Fire Arms Instructor/Range Master:

Officers assigned as a Fire Arms Instructor/Range Master, shall receive an annual stipend of five-hundred dollars ($500.00) per year. Such stipend shall be paid over twenty-six (26), pay periods.

Section 13.6 - Liaison Officer

Officers assigned as Liaison Officer, shall receive an annual stipend of two-hundred and fifty dollars ($250.00) per year. Such stipend shall be paid over twenty-six (26), pay periods.

ARTICLE 14
INSURANCE

Section 14.1 - Health Insurance

A. Benefits:
The Board shall continue the Hospitalization and Dental Plan for employees and their dependents as comparable as possible to that provided classified staff. New employees entitled to benefits shall receive the same, effective thirty one (31) calendar days after commencing regular employment.

B. Funding:
The College will continue to fund the benefits for paragraph A. above, by the Insurance Fund process currently in effect for the term of this Agreement.

Employees covered by this Agreement shall have the option of selecting from all health and dental insurance plans offered by the college. Further, Employee contributions as reflected in Appendix “B”, shall commence upon ratification of this agreement and effective on or about September 13, 2008.

C. Insurance Review Committee:
The College will provide the same insurance information to the Union as is provided to other employee groups in the College.

D. IRS Section 125:
The Board shall make available, effective, to all employees an IRS Section 125 salary reduction program for insurance premiums and eligible non-reimbursed medical and dependent care expenses.

Section 14.2 - Life Insurance

The Board shall make term life insurance and accidental death and disability insurance available to employees at no cost in an amount equal to their annual regular salary rounded to
the next highest $1,000.00. Adjustments in the amount of insurance will be made as soon as practical following the effective date of this Agreement and thereafter the first of the month following any continuing salary adjustment.

Section 14.3 - Cost Containment

The Employer reserves the right to maintain or institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remain substantially the same. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, bounty clause and mandatory outpatient surgery for certain designated surgical procedures.

Section 14.4 - Injury Leave

An officer who sustains an injury or illness arising out of the course of his employment shall be eligible for all of the benefits and provisions of the Illinois Worker's Compensation Act. The difference between the employee's regular salary and benefits pursuant to Worker's Compensation shall be paid as pro rata sick leave if the employee has accumulated sufficient leave thereof.

Section 14.5 - Insurance During Unpaid Leave

An Employee who is on an approved leave of absence, or who has exhausted sick leave and is not in pay status shall be allowed to participate in group insurance policies provided the employee the full cost of such participation within fifteen (15) calendar days of billing.

Section 14.6 - Recall List Employees

Employees on recall shall be allowed to participate in group insurance policies provided that the employee pays the full cost of such participation within fifteen (15) calendar days of billing.

Section 14.7 - Employer Contributions

Officers will contribute to the health insurance plans in accordance with the schedule listed under Appendix B.

ARTICLE 15
DISCIPLINE AND DISCHARGE

Section 15.1 - Discipline and Discharge

The parties recognize the principles of progressive discipline where appropriate.

Disciplinary action or measures may include the following:

- Oral reprimand.
- Written reprimand.
- Suspension.
Disciplinary action may be imposed upon an employee only for reasonable cause. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure.

**Section 15.2 - Pre-disciplinary Meeting**

For discipline other than oral and written reprimands, prior to notifying the employee of the contemplated discipline to be imposed, the Employer shall meet with the employee involved and inform the employee of the reason for such contemplated discipline including any names of witnesses and copies of pertinent documents. The employer shall be informed of his rights to Council representation and shall be entitled to such, if so requested by the employee, and the employee and Council representative shall be given the opportunity to rebut or clarify the reasons for such discipline. If the Employee does not request Council representation, a Council representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings.

**Section 15.3 – Professional Standards Board**

In order to strengthen the quality of the department’s internal investigations of alleged officer misconduct and reassure to both the public and the department members that the process is thorough and fair a Public Safety Professional Standards Citizen Oversight Board has been established.

**A. Basic Function and Responsibility**

The Board will consist of representatives from various divisions and areas of the College and will be responsible for oversight in the initial investigations of reports of officer misconduct reported through channels outside of the Public Safety Departments’ Internal Affairs procedures. The Board will make recommendations to the Chief of Public Safety and will audit the process of the investigation through to the conclusion. If there is a likelihood that the alleged misconduct could result in disciplinary action greater than a three day suspension, the Board will turn the investigation over to the Chief of Public Safety.

**B. Duties and Responsibilities**

The Board will investigate complaints of misconduct received through Division Deans, Administrators, Anonymous Tip Sources, personal observations and other means. The complaints could be in writing, via e-mail, or by voice communication.

- The Board may conduct interviews with complainants and officers. Officers may not be forced to answer questions.
- The Board may seek records of reports pertaining to the complaint including but not limited to: traffic tickets, incident reports, field contact cards and other documents which may either validate the complaint or exculpate the officer. Reports may be redacted for confidentiality reasons...
prior to inspection by the Board. The Chief of Public Safety will determine what information is subject to said redaction.

- Make recommendations to the Chief of Public Safety.

C. **Findings and Recommendations of the Board**

The findings reported to the Chief of Public Safety will be:

- **Unfounded** – there is no basis to the complaint
- **Inconclusive** – there is not enough information to prove or disprove the validity of the complaint
- **Sustained** – The data supports the validity of the allegation.

**ARTICLE 16**
**GENERAL PROVISIONS**

**Section 16.1 - Gender of Words**

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

**Section 16.2 - Medical Examinations**

If there is any position concerning an employee's fitness for duty following a layoff or leave of absence, the Employer may require, at its expense that the employee have a medical examination and/or psychological examination by a qualified and licensed physician and/or psychologist selected by the Employer.

**Section 16.3 - Precedence of Agreement**

If there is any conflict between the specific provisions of this Agreement and the specific provisions of any Employer ordinance or the specific provisions contained in the Employer's Personnel Policy and Procedure Manual which may be in effect from time to time, the specific terms of this Agreement, for its duration, shall take precedence.

**Section 16.4 - Bill of Rights**

If the inquiry, investigation or interrogation of any employee could reasonably result in the recommendation of removal, discharge or suspension without pay in excess of three (3) days, before taking such action, the Board shall follow all applicable provisions of law. In the Employer's sole and non-precedential discretion, the employee may be relieved of duty pending a formal hearing and may receive all ordinary pay and benefits as he would have if he were not charged. The employee shall have the right to be represented at such inquiries, investigations or interrogations by a Council representative.

In the case of recommended suspensions pending discharge, the employee may be relieved of duty without pay for a period of up to thirty (30) days during which a hearing shall be held on the
recommended discharge. Alleged violations of this section shall be subject to the grievance procedure, exclusive of the arbitration process.

**Section 16.5 – Impasse Procedure**

The resolution of any bargaining impasse shall be in accordance with the Illinois Educational Labor Relations Act (ILCS 5/1, 514 et. seq.), as amended from time to time.

**Section 16.6 - Killed in the Line of Duty**

The Employer agrees to defray all reasonable funeral and burial expenses of any officer of the Public Safety Department killed in the line of duty. In addition, the Employer agrees to continue to provide health insurance family coverage for the officer's surviving spouse and/or dependents for a period of three (3) years following the officer's death, in accordance with the terms of whatever coverage of the officer's dependents that was in effect at the time of the officer's death, with the entire premium cost to be borne by the Employer.

**Section 16.7 - Clothing/Cleaning Allowances**

Effective July 1, 2012, through June 30, 2016, new employees will receive $1000.00 for uniform cleaning allowance in an accountable plan.

Effective July 1, 2012 and thereafter, after one year of service, each officer will receive a uniform allowance payment on the pay date immediately following August 15th and a second payment in the same amount on the pay date immediately following February 15th for purchasing, cleaning and maintaining their uniforms. The payment amounts are according to the following schedule:

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
<th>Date</th>
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<td>August 15, 2012</td>
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<tr>
<td>August 15, 2015</td>
<td>$700</td>
<td>February 15, 2016</td>
<td>$700</td>
</tr>
</tbody>
</table>

The Board agrees to continue its' practice to repair or replace as necessary an officer's uniform, police equipment and personal property (deemed to be reasonable) if the item is damaged or broken during the course of the employee's regular duties. The incident will be documented, and voucher for replacement filed with the officer's immediate supervisor.

In addition, the College shall replace the officer’s Body Armor as determined by the National Institute of Justice, (NIJ).

**Section 16.8 - Outside Employment**

Prior to an officer holding secondary employment, the officer shall notify the Chief or his designee, in writing of the place of employment, address, phone number, supervisor's name, and hours of employment.
The parties recognize that it is in the best interest of all, to have an alert and non-distracted work force. More specifically, the jobs from which employees shall be prohibited from working shall include the following:

A. Where the employer's uniform, badge, LEADS line, vehicle or equipment is utilized unless specifically approved by the Chief, or his designee.

B. Where the hours worked cause the Employee such fatigue that he/she is unable to properly perform his/her job duties.

C. Where a conflict of interest with his/her job duties for the Employer is created.

D. Where the type of secondary employment is prohibited by law, or negatively reflects on the Employer.

Section 16.9 - FOP Visitation

Authorized representatives of the National or State Council may be permitted to visit the Department during working hours to talk with officers of the local Council and/or representatives of the employer concerning matters covered by this Agreement, subject to advance notification and approval of the Chief of Public Safety. Said approval shall not be unreasonably denied.

Section 16.10 - Access to Payroll Records

The Council or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance, at reasonable times with the employee's consent.

Section 16.11 - Inoculation and Immunization

The Board acknowledges its responsibility to provide, at its expense, for the inoculation/immunization of employees when reasonably anticipated there will be exposure to contagious disease which, predominant medical belief holds, may be prevented or protected against by such inoculation/immunization.

Section 16.12 - Council Use of Bulletin Boards

The Employer shall supply to the Council, one glass enclosed, and locking bulletin board for Council use. Said bulletin board shall be allowed to be placed in the Public Safety Department.

Section 16.13 - Required Defensive Equipment

Employees who have received appropriate training in its use may have OC foam in their possession.
Section 16.14 - Priority for Promotion

The Board acknowledges that it is frequently desirable to promote qualified bargaining unit employees to open unit or open unit supervisory positions.

ARTICLE 17
FITNESS FOR DUTY AND DRUG ALCOHOL POLICY

Section 17.1, A - Statement of Policy

It is the policy of the Employer that the public has a reasonable right to expect persons employed by the Employer to be free from the effects of drugs and alcohol. The Employer as the employer has the right to expect its employees to report for work fit and able for duty. The purposes of this policy shall be achieved in such manner as not to violate any established rights of the employees.

Section 17.1, B – On Duty Substance Abuse and Alcohol Use Testing

The College shall have the right to order urine and/or blood tests on any officer who, by his/her actions or conduct, creates a reasonable suspicion of substance abuse or being under the influence of alcohol while on duty. Those facts giving rise to the reasonable suspicion shall be put in writing and shall become part of the officer’s personnel file. If the results are positive, the officer shall be subject to discipline.

Section 17.1, C – Voluntary Treatment

In the event test results indicate an officer has abused a controlled substance and that officer voluntarily submits him/herself for dependence treatment recommended by a medical professional and approved by the Chief of Public Safety and successfully completed said treatment, no discipline may be imposed. However, if the officer is subsequently tested and the test results indicate substance abuse, said officer shall be subject to discipline up to and including termination.

Section 17.1, D – Refusal to be Tested

Refusal to take the test shall subject an officer to discipline up to and including termination.

Section 17.1, E – Testing Protocol

a. All tests shall be administered by Concentra Medical Centers. Concentra Medical Centers are licensed by the State of Illinois and not associated with the College.

b. In the event test results indicate an officer has abused a controlled substance, the officer shall have the right to request an additional test within twenty-four (24) hours at the College’s expense at the same or another Concentra facility. If the second test results are negative, the first test results shall be deemed negative.

Section 17.2 - Prohibitions

Employees shall be prohibited from (but not limited to) the following:
A. Being under the influence of alcohol or illegal drugs during the course of the workday.

B. Failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

C. Nothing in this section shall diminish the College’s right to prohibit the consumption of alcohol or being intoxicated while on duty and discipline any officer for violations of said prohibition.

ARTICLE 18
ENTIRE AGREEMENT

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

The Employer and the Council, for the duration of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or any matter which could have been raised in the course of the negotiation of this Agreement, including the impact of the Employer's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment. In so agreeing, the parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE 19
SAVINGS CLAUSE

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction or by any reason of any subsequently enacted legislation, such decision or legislation shall apply only to the subsequent legislation, and the remaining parts or portions of this Agreement shall remain in full force and effect.
ARTICLE 20
DURATION AND TERM OF AGREEMENT

This Agreement shall be effective as of July 1, 2012, and shall remain in full force and effect until 11:59 p.m. on the 30th day of June 2016. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than forty-five (45) days prior to the anniversary date.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives at least a ten (10) day written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding paragraph.

DATED: ____________________________

BOARD OF TRUSTEES
OAKTON COMMUNITY COLLEGE

Chairperson

Secretary

OCC PUBLIC SAFETY OFFICERS/
ILLINOIS FOP/LABOR COUNCIL

Daniel Dominiak, BTM, Representative

Joseph Schmidt, BTM, Representative

FOR THE FRATERNAL ORDER OF
POLICE LABOR COUNCIL

Pete Balderas, IFOPLC, Field Rep.

Side Letter

There shall be representation by a Public Safety Officer on the Campus Traffic Safety Committee and Campus Professional Standards Board.
APPENDIX A
WAGES

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Advance one step in year one (July 1, 2012)
No step advance years two, three or four.
### Appended B

#### Employee Insurance Contributions

Schedule is for respective fiscal year

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Dues Authorization Form

ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL
974 CLOCKTOWER DRIVE
SPRINGFIELD, ILLINOIS 62704

I, ____________________________________________, hereby authorize my employer, ______________________________________________________________________, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct.

Date: ____________________  Signed: ____________________
Address: ____________________
City: ____________________
State: ______________ Zip: ______________
Telephone: ____________________

Employment Start Date: ______________
Title: ____________________

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
Attn: Accounting
974 Clock Tower Drive
Springfield, Illinois  62704

(217) 698-9433

Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction.
APPENDIX D GRIEVANCE  (use additional sheets where necessary)

Date Filed: ______________________________________________________
Department: ______________________________________________________

Grievant's Name: _________________________________________________
Last   First   M.I.

STEP ONE

Briefly state the facts: ______________________________________________
__________________________________________________________________
__________________________________________________________________
__________________________________________________________________
__________________________________________________________________

Date of Incident or Date Knew of Facts Giving Rise to Grievance: ______
Article(s)/Sections(s) violated: ____________________________, and all applicable Articles
Remedy Sought: ____________________________, in part and in whole, make grievant whole

Given To: __________________________________ Date: ________________
Grievant's Signature __________________________ FOP Representative Signature __________________________

EMPLOYER'S RESPONSE

________________________________________________________________________
________________________________________________________________________

Employer Representative Signature __________________________ Position

Person to Whom Response Given __________________________ Date

STEP TWO

Reasons for Advancing Grievance: ______________________________________
________________________________________________________________________

Given To: __________________________________ Date: ________________
Grievant's Signature __________________________ FOP Representative Signature __________________________

EMPLOYER'S RESPONSE

________________________________________________________________________

Employer Representative Signature __________________________ Position

Person to Whom Response Given __________________________ Date
### STEP THREE

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<td>FOP Representative Signature</td>
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**EMPLOYER'S RESPONSE**

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Reasons for Advancing Grievance:

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### STEP FOUR

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**EMPLOYER'S RESPONSE**

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**REFERRAL TO ARBITRATION by Illinois FOP Labor Council**

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