

**AGREEMENT  
BETWEEN  
THE BOARD OF TRUSTEES OF  
COLLEGE OF DUPAGE  
AND  
ILLINOIS FRATERNAL ORDER OF POLICE  
LABOR COUNCIL**

**Patrol Officers, Sergeants, CSOs and  
Dispatchers**

**July 1, 2022, through June 30, 2025**

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## **PREAMBLE**

This Agreement is entered into by and between the Board of Trustees of Community College District No. 502, Counties of Cook, DuPage and Will, also known as the College of DuPage, hereinafter referred to as the "Board" or the "College" or the "Employer" and the Illinois Fraternal Order of Police Labor Council, hereinafter referred to as the "Union," as the exclusive collective bargaining agent for the employees in the bargaining unit as defined herein, having been designated collective bargaining agent for all regular, full-time Sergeants, Patrol Officers, Community Service Officers and Dispatchers.

It is the intent and purpose of this Agreement to set forth the parties' entire agreement with respect to wages, hours of employment, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to establish practices and procedures for a fair and orderly way of conducting certain relations between the parties; 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. The Union recognizes that this Agreement shall in no way restrict the right and obligation of this governmental body or its elected public officials to perform their duties and obligation as required by law. Likewise, the Employer recognizes that this Agreement shall in no way restrict the rights of the Union in the performance of its duties and obligations as required by law.

Now therefore, the parties agree as follows:

## **ARTICLE I – RECOGNITION**

The Board recognizes the Union as the sole and exclusive bargaining agent for all regular full-time College of DuPage Police Department (Police Department) Sergeants, Patrol Officers, Community Service Officers and Dispatchers. Excluded from this bargaining unit are the Police Department Director, Chief, Supervisor, Lieutenant, and all other employees including but not limited to part-time, temporary, students, and supervisory, managerial, confidential, and short-term employees as defined by the Illinois Educational Labor Relations Act. As used herein, the terms "Police Department Employee" or "Employee" shall refer to those persons included in the bargaining unit described above.

## **ARTICLE II – MANAGEMENT RIGHTS**

All of the functions of the management and operation of the College, and the direction of its work force, which are not limited by the express written provisions of this Agreement, applicable laws, statutes or ordinances, are exclusively vested in and retained by the College, including but not limited to the following:

- a. to determine its mission and policies;
- b. to determine its budget;
- c. to determine the means, methods, and places of operations;
- d. to decide the work or services to be performed by its employees, as well as the method by which said work or services shall be performed;
- e. to determine the number and classification of positions as well as the qualifications for employment;
- f. to hire, assign, evaluate, promote, transfer, train, and schedule employees;
- g. to manage, control, supervise, and direct the workforce, including the right to assign work, require and assign overtime, establish work and productivity standards, and determine the operations or services to be conducted by employees;

- h. to maintain discipline, order, and efficiency;
- i. to demote, discipline, or discharge employees;
- j. to make and enforce rules, regulations, policies, and procedures;
- k. to introduce new and improved methods, materials, equipment, or facilities;
- l. to change or eliminate existing methods, materials, equipment, or facilities;
- m. to contract out for goods and services;
- n. to lay off or relieve employees from work;
- o. to set standards for services to the public;
- p. to determine and administer educational policy;
- q. to take all actions necessary to carry out the mission of the College

### **ARTICLE III – NO STRIKE, NO LOCKOUT**

During the term of this Agreement, or any extension thereof, neither the Union nor any officers, agents or employees will engage in, induce, call, authorize, support, promote, condone or participate in any strike, work stoppage, intentional withholding of services, illegal picketing, slow-down, sit-in, “blue-flu”, or “ticket blitz”, or other unlawful acts or actions having the effect of or exhibiting a refusal to work at any time for any reason. The Employer may discipline any and all employees who violate any of the above provisions of this Section. In addition, in the event of a violation of this Section the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

During the term of this Agreement, the Employer will not “lockout” any employees covered by the terms of this Agreement as a result of a labor dispute with the Union.

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

#### **4.1 Bulletin Board**

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

#### **4.2 Dues Checkoff Deduction**

The parties mutually recognize the right of an employee to elect to join or not join a union.

All employees covered by this Agreement who are hired on or after the effective date of this Agreement and who have made application for union membership, prior to the thirtieth (30th) day of their hire, may attend a presentation by the Labor Council concerning the benefits and services received through membership in the union, provided that there is no disruption to their regularly scheduled shift assignment and their primary duties.

Employees seeking union membership shall file with the Employer a written authorization dues form attached as appendix A. The Employer shall deduct Union Dues from the wages of the employee. Such deductions shall be remitted to the Union by the Board no later than fifteen (15) days following deduction.

The Employer shall not voluntarily release any information of any employee pertaining to membership or non-membership in the Labor Council, unless such release is otherwise required

by law. If so required, the union shall be given prior notice of the pending release.

Any present employee covered by this Agreement who is not a member of the Labor Council, and who for bona fide religious reasons objects to the payment of dues to a union shall, upon written request, be permitted to pay monthly an amount not to exceed the amount of Labor Council dues uniformly required of members, to a charitable organization agreed to by the employee and the Labor Council. In return for such continuing payments, the employee shall be entitled to the full range of services provided by the Labor Council to full members without any additional charge. Such written request may be rescinded at any time

The employer shall, with respect to any religious objector on whose behalf the Employer has received a written authorization as provided above, deduct from the wages of such employee the dues equivalent financial obligation, including any retroactive amount due and owing, and shall forward said amount to the agreed upon charitable organization on the tenth (10th) day of the month following the month in which the deduction is made.

#### **4.3 New Employees**

The Union shall be notified of the hiring of all new Police Department employees whose job classifications are covered by this Agreement within thirty (30) calendar days of the date of such hiring.

#### **4.4 Use of Facilities**

The Union may utilize College meeting room facilities to meet with employees covered under this Agreement during non-working hours, provided the Union shall promptly reimburse the College for the facilities usage charge as normally required by the College. Such use shall not interfere with any activity or function of the College. The Union will advise the Chief or his designee of the date and time that such meetings are to take place.

#### **4.5 Designation of Officers**

The Union shall provide the Employer with a written designation of Local Union Officers for the bargaining unit, and shall keep the written designation current.

#### **4.6 Release Time for Grievance Administration**

A local Union officer shall be given reasonable release time with pay, if on duty, to attend grievance Step 1 through 4 meetings.

#### **4.7 Union Visitation Rights**

A representative of the Union shall have reasonable access to designated areas of the Police Department premises during normal College working hours with advance notice to the Chief. Such access shall be for the administration of this Agreement. The Union agrees that such activities shall not interfere with the normal work duties of the employees or interfere with the confidential operation of the Department. The Employer reserves the right to designate the accessible areas as provided herein.

### **ARTICLE V – GRIEVANCE AND ARBITRATION PROCEDURE**

#### **5.1 Purpose**

It is the purpose of this Grievance and Arbitration Procedure to resolve as promptly, as expeditiously, and as fairly as possible any allegations made by an employee or a group of employees or the Union of a misinterpretation or misapplication of any of the written provisions of this Agreement.

## **5.2 Definitions/Assumptions**

1. A grievance shall mean an allegation by an affected employee or group of employees or the Union that there has been a violation, misinterpretation, or misapplication of any the written provisions of this Agreement.
2. As used in this Article, the term “working days” shall mean Monday through Friday, except days which the College has identified as a paid holiday.
3. Any employee may be represented by either, a Union Steward, Union Attorney, or Field Representative, or any combination thereof (not to exceed three (3) representatives) at any meeting, hearing or appeal relating to a grievance, which has been formally presented. A representative of the Labor Council shall have the right to participate in any such meeting, hearing, or appeal.
4. The failure of the grievant(s) to act on any grievance within the prescribed time limits will act as a bar to any further appeal within the grievance procedure. If the designated representative of the College shall neglect to proceed or render a decision within the time limits, the grievance shall be deemed to have been denied. The grievance may be advanced, within time limits, to the next step of the grievance procedure. Time limits may be extended by mutual written agreement.

## **5.3 Procedures**

The party asserting a grievance may attempt to resolve the problem through informal communication with the immediate supervisor. The parties may agree to bypass any step of the grievance procedure.

**Step 1:** If the informal process with the immediate supervisor fails to resolve the problem, the grievant(s) or the Union or both may formally present the grievance in writing to the department supervisor who will arrange for a meeting to be held within ten (10) working days to review the grievance. The Supervisor will provide reasonable notice to the Field Representative and the Steward of the meeting date and time. The formal written grievance shall clearly identify all provisions of this Agreement which are alleged to have been violated, and describe the remedy which is being sought. The filing of the formal written grievance at this step shall be within ten (10) working days of the date of the occurrence giving rise to the grievance, or within ten (10) working days of when the employee or the Union, through the use of reasonable diligence, should reasonably have known of the occurrence of the event giving rise to the grievance. The supervisor shall provide a written answer to the grievant with a copy to the Union within 10 working days of the meeting. The answer shall include the reasons for the decision.

**Step 2:** If the grievance is not satisfactorily resolved at the preceding step, the grievant(s) or the Union or both may refer it to the Chief of Police by filing the grievance in writing within 10 working days of receipt of the answer from Step 1 or, if no answer is received, within 10 working days of the time that the answer was due. The Chief will arrange for a meeting to be held within 10 working days of such referral to review the grievance. The Chief will provide reasonable notice to the Field Representative and the Steward of the meeting date and time. The Union shall have the right to include in its presentation such witnesses and materials as it deems necessary to develop facts pertinent to the grievance. A written answer, including reason(s), shall be provided to the grievant(s), with a copy to the Union, within 10 working days of the meeting provided for in this paragraph.

**Step 3:** If the grievance is not satisfactorily resolved at the preceding step, the grievant(s), or the Union, or both, may refer it to the Vice President for Administrative Affairs, or designee, by filing



the same in writing within ten (10) working days of receipt of the answer from the Chief or, if no answer is received, within ten (10) working days of the time that the answer was due. The Vice President or designee will arrange for a meeting to be held within 15 working days of such referral to review the grievance. The Vice President will provide reasonable notice to the Field Representative and the Steward of the meeting date and time. The Union shall have the right to include in its presentation such witnesses and materials as it deems necessary to develop facts pertinent to the grievance. A written answer, including reason(s), shall be provided to the grievant(s) with a copy to the Union within ten (10) working days of the meeting provided for in this paragraph.

If the grievance arises from a decision or action at the Vice President's level, the grievance may be initiated at Step 3, provided it is filed within the time limit prescribed in Step 1.

**Step 4:** If the grievance is not satisfactorily resolved at the Vice President's level, the Union may submit it to binding arbitration provided written notice indicating the Union's intention is filed with the Vice President for Administrative Affairs or his designee within fifteen (15) working days of the answer at the Vice President's level or, if no answer is received, within fifteen (15) working days of the time that the answer was due. The Union shall promptly request the Federal Mediation and Conciliation Service (FMCS) to provide a panel of qualified Arbitrators from which the parties may make a selection pursuant to the normal practices and procedures of the FMCS.

The Arbitrator, in rendering his/her decision, shall not amend, modify, nullify, ignore, or add to or subtract from, any of the provisions of this Agreement. The Arbitrator shall consider and decide only the question of whether there has been a violation, misinterpretation or misapplication of the express provisions of this Agreement. The Arbitrator shall be empowered to determine the issue raised by the grievance as submitted by the grievant(s) or the Union in writing at Step 2. The Arbitrator shall be without power to make any decision or award, which is contrary to, or inconsistent with in any way, applicable federal or state laws, rules and regulations. The Arbitrator shall not in any way limit or interfere with the powers duties and responsibilities of the Employer under law or applicable court decisions. The Arbitrator is empowered to include in his/her award such remedies as shall be within his/her lawful authority, including the restoration of employment. The Arbitrator in such cases shall reduce any back pay award by any amount earned by the employee during the period he/she was not working and by any Unemployment Compensation payments received during such period. Any and all adjustments resulting from the use of this procedure must be consistent with the terms of the agreement. The Arbitrator's decision shall be final and binding on the parties.

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

## **ARTICLE VI – EMPLOYEE DISCIPLINE**

### **6.1 Discipline for Just Cause**

The College shall not discipline or discharge any post-probationary employee without just cause.

### **6.2 Levels of Discipline**

The Employer agrees with the tenets of progressive and corrective discipline, where appropriate. The levels of discipline may include the following actions:

1. Oral warning
2. Written reprimand

3. Suspension without pay not to exceed 30 days.
4. Discharge

### **6.3 Pre-disciplinary Meeting**

Prior to imposing discipline of the level of a suspension or greater, the Employer shall meet with the employee and advise the employee, in writing, of the nature of the discipline to be imposed. At that meeting, the employee may present a rebuttal to the proposed discipline. At that meeting, the employee may request the presence of a Union representative to advise the Employee.

### **6.4 Notice of Discipline**

Except in the case of an oral warning, the Employer shall provide the employee with a written notice of the discipline imposed and the reasons therefore.

### **6.5 Suspension Pending Investigation**

In addition to the actions under Section 6.2, the Employer may suspend an employee, with or without pay, pending an investigation and decision as to whether to impose discipline or to discharge the employee. A suspension pending investigation shall not be considered to be a disciplinary action. Any unpaid leave pending investigation will not exceed thirty (30) days per incident/event under investigation. Any remaining leave pending investigation after 30 unpaid days will be paid at the employee's base salary until imposition of discipline or returned to work after completion of the investigation. If the employee is not discharged, or if the employee receives discipline less severe than the unpaid suspension time served pending the outcome of the investigation, the employee shall be reimbursed for any resulting difference in base pay between the loss of pay for the unpaid suspension period and the actual discipline imposed.

### **6.6 Application of the Grievance Procedure**

Discipline and discharge shall be subject to the grievance procedure of Article V, except that oral warnings and written reprimands shall not be subject to the arbitration provisions thereof.

## **ARTICLE VII – SENIORITY AND PROBATIONARY PERIOD**

### **7.1 Definition of Seniority**

Seniority shall be defined as the length of continuous service accrued as a full-time employee of the College's Police Department. However, for purposes that are germane to certain specific job classifications but do not apply to all Police Department employees, seniority shall be computed on a job classification basis. For employees who transfer into the Police Department from some other College department, eligibility for College retirement and vacation benefits shall be computed from such employee's earliest date of continuous full-time employment with the College. In the event that more than one employee covered by this Agreement shall have the same date of hire, seniority of the employees involved shall be established by lot.

### **7.2 Application of Seniority**

Seniority shall be used only where specifically provided in the Agreement. Seniority shall not accrue during any unpaid leave of absence or unpaid suspension which exceeds thirty (30) days.

### **7.3 Seniority List**

The College agrees to prepare a dated Seniority List on an annual basis, not later than December 31 of each year, and to provide the Union with a copy of such list, which the Union shall then post on its Union bulletin board. The Seniority List shall indicate both department-wide seniority as well as job classification seniority for each employee. In the event of errors or disputes over names or dates appearing on the Seniority List, the Union will call these matters to the attention of the Chief

as they arise. As new Police Department employees are hired or as others leave the employ of the College, their names shall be added to or removed from the Seniority List not later than thirty (30) days from the dates of such changes. The College agrees to provide the Union with such updated dated Seniority Lists as they become available. If the seniority placement of an employee is not challenged within thirty (30) days after the date of the annual or a revised seniority list, the employee shall waive their right to challenge their seniority placement.

#### **7.4 Probationary Period and Subsequent Application of Seniority**

All newly hired Police Department employees shall be considered probationary employees until they successfully complete a probationary period as follows:

- a. Sworn Officers – twelve (12) months after the successful completion of basic training or date of hire (in the case of hiring a certified sworn officer).
- b. All other positions – nine (9) months after hire.

During the probationary period, an Employee is subject to discipline and discharge, without cause and with no recourse to the grievance procedure. It is further agreed that probationary employees shall be entitled to all other rights, privileges, and benefits conferred by this agreement except as previously stated. Upon satisfactory completion of the probationary period, the Employee will become a regular employee of the College entitled to all the protections and benefits of this Agreement.

#### **7.5 Loss of Seniority**

Seniority and the employment relationship shall be terminated in the event of any of the following:

- a. Voluntary or involuntary termination; or
- b. An employee fails to make written application for reinstatement, within ten (10) days of a notice of recall; or
- c. The employee is absent for three (3) consecutive scheduled work days without authorization. The employer may waive this provision in the event of exigent circumstances.
- d. The employee does not return to work at the expiration of a leave of absence.

#### **7.6 Reduction in Force and Recall**

If the College determines that a reduction in force is necessary, resulting in a decrease in the number of employees covered by this agreement, all part-time employees in a particular classification shall be reduced before a reduction in force of full-time employees covered by this agreement in that classification. Reduction of full-time employees covered by this agreement shall be accomplished by inverse seniority by employee classification.

If the College determines to fill the affected positions within twelve (12) months of the date of the reduction in force, these positions shall first be offered to those employees who were laid off from the positions. Employees shall retain recall rights for three (3) years after layoff from a full-time represented position. A written notice of recall shall be sent to the employee via U.S. Mail to the employee's address on file with the College. Delivery of the notice shall be presumed to occur three (3) days after placement of the notice in the mail by the College. The employee shall have ten (10) days from the presumed delivery of the notice to respond to the notice and report to work. An employee who fails to respond and report within the required period shall lose all rights for reinstatement.

## **ARTICLE VIII – HOURS OF WORK**

### **8.1 Application**

This Article is intended to define the normal hours of work and shall not be construed as a guarantee of a maximum or minimum daily or weekly work schedule. The College agrees that prior to making any change in the normal work day as provided in Section 8.2, it shall provide the Union with thirty (30) days notice and shall negotiate and agree over the impact of the changes before such changes are implemented.

### **8.2 Work Day**

The normal work day for employees, other than part-time employees, shall be as follows:

- a. Sergeants and Patrol Officers - Eight (8) consecutive hours in a twenty-four (24) hour period, including a thirty (30)-minute paid lunch period. Employees shall remain on duty during lunch and rest periods.
- b. Patrol Officers—The work day will be considered twelve (12) hours, including a thirty (30) minute paid lunch period. Employees shall remain on duty during the lunch and rest periods. The work period shall consist of two (2), fourteen (14) day duty cycles. The fourteen (14) day duty cycle will follow a pattern of two (2) days on, two (2) days off, three (3) days on, two (2) days off, two (2) days on, three (3) days off. The twenty-four (24) hour day will be divided into two (2), twelve (12) hour shifts. The twelve (12) hour shifts will be 6:00 am to 6:00 pm and 6:00 pm to 6:00am. On the week the officer is scheduled to work forty-eight (48) hours, the officer shall submit a four (4) hour drop form to the Chief or his designee for a total of an eighty (80) hour pay period for two (2) weeks (207k Exemption).
- c. Community Service Officers - Either eight (8) or ten (10) consecutive hours in a twenty-four hour (24) period, including a thirty (30) minute paid lunch period. Employees shall remain on duty during the lunch and rest periods.
- d. Dispatchers - Eight (8) consecutive hours in a twenty-four (24) hour period, including a thirty (30) minute paid lunch period. Employees shall remain on duty during the lunch and rest periods.,
- e. Rest Periods - Employees shall receive two (2), fifteen (15) minute paid rest periods to be scheduled subject to the needs of the Department.

### **8.3 Overtime**

For employees assigned to eight (8) or ten (10) hour shifts: All hours worked in excess of the normal forty (40) hours in a seven (7) day work period shall be compensated at the overtime rate of one and one half (1.5) times the employee's regular hourly rate of pay. All hours must be approved by the Chief of Police or designee. Compensatory time may be paid in lieu of overtime payment if the employee in his discretion so elects. Compensatory time will be calculated at the same rate as overtime pay. Overtime rate shall be computed on the basis of completed fifteen (15) minute segments.

For employees assigned to twelve (12) hour shifts: All hours worked beyond the scheduled weekly hours of either thirty-six (36) or forty-four (44) will be paid one and one-half (1.5) times their regular rate of pay. All hours must be approved by the Chief of Police or his designee. Compensatory time may be paid in lieu of overtime payment if the employee in his discretion so elects. All hours

must be approved by the Chief of Police or his designee. Compensatory time will be calculated at the same rate as overtime pay. Overtime rate shall be computed on the basis of completed fifteen (15) minute segments.

For purposes of overtime pay calculations, "hours worked" will include floating holidays. For all other benefit time, any hours reported in excess of the above-mentioned hours during a week that the unit member takes vacation time, sick time, or compensatory time will result in a credit to the unit member's vacation time, sick time, or compensatory time accrual up to the number of originally approved hours. However, any member ordered to come in to work from off duty (not a holdover or voluntary overtime) during a week in which they took vacation time, sick time, or compensatory time will be paid at the rate of 1.5 times their regular rate of pay for the hours they are ordered to work. The member will not also receive a vacation, compensatory, or sick time accrual credit for those hours.

#### **8.4 Court Time Compensation**

An employee who is required to make a court appearance related directly to their duties at the College outside their normal hours of work shall be paid for the hours worked, but at least a minimum of two (2) hours at the appropriate straight time rate or overtime rate, depending on the Employee's accumulated total paid straight time hours worked in the work period.

#### **8.5 Emergency Call Back**

An employee who is called back to work outside his/her regularly scheduled shift after leaving the premises shall be paid for the hours worked, but at least a minimum of two (2) hours at the appropriate straight time rate or overtime rate, depending on the employee's accumulated total paid straight time hours worked in the work period. The term "call back" is defined as a work assignment (which may include but not limited to training, emergencies and mandatory staff meetings) which does not immediately precede or follow an employee's normal shift.

#### **8.6 No Pyramiding**

Compensation shall not be paid nor compensatory time taken more than once for the same hours under any provision of the Agreement.

#### **8.7 Closing of College for Short-Term Emergency**

In the event that the Employer or designee declares the College to be closed for a short-term emergency, including, but not limited to, inclement weather, the following will apply:

- a. Employees covered by this Agreement are essential and will be required to report to work and/or remain at work as scheduled and may be required to work additional hours.
- b. Employees will make every reasonable effort to report to work regardless of the weather or other emergency circumstances.
- c. Employees who are required to work during any such closings shall be compensated at the rate of one and one-half (1.5) times their regular rate of pay for all time required to be worked during the declared emergency period.
- d. For purposes of this section only, a closing shall begin at the time the College is declared closed by the President or his/her designee, and shall end when the College next opens for regular business or classes, but no earlier than 6:00 am the following calendar day.

#### **8.8 Secondary Employment**

Employees wishing to engage in off-duty secondary employment may do so subject to the written approval of the Chief of Police. Said written approval shall not be unreasonably withheld so long as the employee complies with the provisions of this section. Employees should request permission

from the Chief of Police in writing and include:

- a. The business name, address, phone number, name of immediate supervisor, type of business, and work performed.
- b. Hours worked on a weekly basis by employee while engaged in secondary employment.

Secondary employment shall not constitute a violation of law, or otherwise interfere with the employee's performance or duties, including but not limited to, special scheduling, filling overtime slots and/or availability to report for work. Secondary employment shall not interfere with the best interest of the Department, including but not limited to, creating an unfavorable public impression of the employee or College of DuPage Police Department.

Secondary employment will be limited to no more than twenty (20) hours per week, except that an employee who takes a full work week of vacation from the College may, for that week, exceed the twenty (20) hour per week limitation.

Secondary employment as a police officer, marshal, auxiliary officer or deputy sheriff, or any other law enforcement position, will be permitted if the governing board/commission of the hiring department indemnifies, in a written form acceptable to the College, the College of DuPage, its Board Members, officers, agents, attorneys, and assigns both in their individual and official capacities, and the Board's insurers, from any and all actions, causes of action, claims, demands, damages, judgments whatsoever, including costs, and attorney fees, that may be commenced against the College based on actions of the employee during secondary employment.

No College equipment may be used during secondary employment.

If approved secondary employment becomes non-compliant with these provisions, the Chief of Police has the authority to rescind approval to work the secondary employment.

### **8.9 Vacation Selection**

All vacation requests are subject to manpower constraints and the authorization of the Chief. The Chief, to meet emergencies, may order an employee to forego or cancel all or part of a vacation. The employee will be allowed a non-conflicting vacation period scheduled by the mutual agreement of the employee and the Chief.

### **8.10 Shift Assignments**

The Union shall have the opportunity to provide input to the Chief on the selection of shifts; however, shift assignments shall be made in the sole discretion of the Chief or his designee. The shift assignments will rotate to accommodate the College of DuPage semesters and Summer term (schedules rotate during the months of January, May and August based upon the Academic Calendar). When possible, the College will give thirty (30) calendar days notice of changes to the shift assignments.

### **8.11 Special Duty Pay-Back Events**

Beginning on July 1, 2022, unit members shall be paid a rate of sixty-five dollars (\$65) per hour.

### **8.12 Compensatory Time:**

Any compensatory time earned shall be paid at the rate of time and one half (1.5) for each hour earned. Employees may accrue and bank up to sixty (60) replenishable hours (forty (40) hours x 1.5) of compensatory time. Effective June 1 of any fiscal year, any accrued hours in excess of sixty (60) hours shall not be carried over to the next fiscal year, and shall be paid in the first full pay period in June. Compensatory time shall be granted at such times and in such time blocks as are mutually agreed upon between the involved employee and the Chief of Police or his designee. Requests for the use of compensatory time off must be made in accordance with procedure outlined in Article IX-Benefits Paid Time Off, 9A Paid Vacation. The Chief of Police

may not deny the use of compensatory time that has been previously approved. Compensatory time off shall be granted in either one-half or full day increments.

## **ARTICLE IX – BENEFITS-PAID TIME OFF**

### **9A Paid Vacation**

<b>Years of Service</b>	<b>8 Hour Vacation Days/Year</b>
<b>Initial hire to less than 5 years</b>	<b>13</b>
<b>Completion of:</b>	
<b>5 years, but less than 10 years</b>	<b>18</b>
<b>10 years, but less than 15 years</b>	<b>23</b>
<b>15-16 years</b>	<b>24</b>
<b>17 years or more</b>	<b>25</b>

Vacation time is earned at a rate of one-half (.5) day for every pay period during which the employee is in paid status during the first five (5) years of employment. Vacation is automatically added to each employee's vacation hours every pay period beginning with the initial day of benefited employment. Upon commencement of the sixth (6<sup>th</sup>), eleventh (11<sup>th</sup>), sixteenth (16<sup>th</sup>) and eighteenth (18<sup>th</sup>) years of work, the rate of vacation time earned is increased to reflect the additional days earned.

Vacation time is accumulated as of July 1, and is prorated in the first year of employment. During the first two (2) years of employment, employees may not take vacation prior to being earned. Beginning with completion of the second (2<sup>nd</sup>) year of employment, employees may take vacation hours prior to being earned, subject, however, to a possible termination adjustment. Vacation taken may not create a negative balance as of June 30 of any year. Bargaining unit members may take up to three (3) unplanned, emergency days per year. All other vacation days must be pre-approved by the Chief of Police or designee.

Each employee will be allowed to make three (3) vacation requests per year which shall be exempt from the requirement that vacation requests not create the need for overtime. These three (3) requests shall be designated as exempt requests at the discretion of the employee. However, the combined total of vacation days from these requests shall not exceed twelve (12) days. On a first-come first-serve basis, these requests will be granted independent of the fact that they may create the need for overtime, except that under no circumstances shall the total number of exempt vacation requests exceed two (2) per day, and shall not drop the regularly scheduled manpower on any shift by more than one (1) person below the minimum manpower after taking into account any other vacation requests already granted for that shift. Vacation time taken cannot exceed five (5) working days during the months of June and December.

The Chief of Police or designee will let the unit member know within fourteen (14) days whether their request for vacation is approved. Pre-approval of vacation time will be cancelled if the unit member does not have the needed vacation accrued at the time the pre-approved vacation is to be taken.

Any unit member ordered to come in to work from off duty during a week in which they took vacation, resulting in more than forty (40) hours being reported for the work week, will be paid at

rate of one and one-half (1.5) times their regular rate of pay for the hours they are ordered to work. The member will not also receive a vacation accrual credit for those hours.

Vacation time must be taken in two (2) hour minimum time increments.

Unused vacation time as of June 30 may be rolled over to the next fiscal year up to a maximum of one hundred-sixty (160) hours.

Any employee with a July 1, 2016, rollover vacation balance in excess of two hundred (200) hours must use at least forty (40) hours of those hours (in addition to their FY 2017 accrual) prior to June 30, 2017. Any July 1, 2017, vacation rollover balance for these employees in excess of one hundred sixty (160) hours will be paid out at the employee's FY 2017 pay rate.

Any employee with a July 1, 2016, rollover vacation balance between one hundred sixty (160) and two hundred (200) hours who are unable to use their vacation balance in excess of one hundred sixty (160) hours (in addition to their 2017 accrual) prior to June 30, 2017, will be paid for their July 1, 2017, vacation rollover balance in excess of one hundred sixty (160) hours at the employee's FY 2017 pay rate.

### **9B Paid Holidays**

Bargaining unit members shall be entitled to ten (10) holidays plus four (4) floating holidays per year. The ten (10) holidays shall be as follows:

<b>New Year's Day</b>	<b>(1/1)</b>
<b>Martin Luther King Jr. Birthday</b>	
<b>Memorial Day</b>	
<b>Independence Day</b>	<b>(7/4)</b>
<b>Labor Day</b>	
<b>Thanksgiving Day</b>	
<b>Friday after Thanksgiving</b>	
<b>Christmas Eve</b>	<b>(12/24)</b>
<b>Christmas Day</b>	<b>(12/25)</b>
<b>New Year's Eve Day</b>	<b>(12/31)</b>

During the term of the 2022-2025 Agreement, should any other employee group with a collective bargaining agreement receive Juneteenth as a paid holiday, then this bargaining unit shall also receive the holiday commencing the same year.

The holiday benefit is eight (8) hours straight time pay. Floating holidays may be taken in two (2) hour increments. Requests for floating holidays must be for regularly scheduled workdays, made at least fourteen (14) days in advance and shall be approved or denied in a timely manner. The Chief of Police, or designee, may grant exceptions to the fourteen (14) day advance request requirement.

Unit members who work on a holiday will be paid one and one-half (1.5) times their regular rate of pay. The holiday shifts shall be considered to begin with the beginning of the twelve am (12



am) shift on the day prior to the holiday and end at twelve am (12 am) on the day of the holiday.

### **9C Paid Health Leave**

Health Leave days are prorated in the first year of employment based upon date of hire. If hired before January 1, new employees receive one-half (.5) of their Health Leave days for the first six (6) months of employment, and the remaining days upon completion of six (6) months of continuous service. If hired after January 1, new employees receive their prorated Health Leave days upon employment. Each year, eight (8) hours (one day) can be donated to the Health Leave Bank, if the employee so desires. Each subsequent year the employee is credited with sixteen (16), eight (8) hour days of Health Leave at the beginning of the fiscal year (July 1). Carryover of unused health leave accumulation will be allowed up to a maximum of three hundred (300) days in addition to the sixteen (16) day entitlement for the current year, not to exceed three hundred sixteen (316) days at any point in time.

Health Leave is to be taken only when the employee is sick and unable to work, or for treatment by a health care practitioner. In the case of treatment by a health care practitioner, the total of allowable paid sick time will not exceed two (2) hours per incident. Leave for a sick family member is considered vacation time, except that the employee shall have the option to use up to sixty-four (64) hours of Paid Health Leave per fiscal year (if they have Health Leave hours available) for absences due to an illness, injury, or medical appointment of the employee's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent or step-parent.

A medical certification form needs to be submitted to Human Resources for any period of illness in excess of five (5) working days or Health Leave benefits will be suspended. In addition, an employee must bring a *Return to Work* form filled out by their physician after an extended illness of five (5) days or more or as requested by Human Resources. The College will evaluate the fitness for the return to duty based upon medical evidence. Employees will remain on Health (Sick) Leave until such determination is made. Forms are available in Human Resources.

Upon submission of a letter of retirement (up to eighteen (18) months prior to actual retirement), a Union member will reclaim all unused health leave lost due to the three hundred (300) day cap. The total unused health leave days will be reported to SURS for retirement annuity purposes.

### **9D Health Leave Bank**

Newly hired benefited employees may join immediately by contributing the pro-rata annual premium within thirty (30) days of their employment date. Current benefited employees may join between June 1 and June 30 of each year for membership in the succeeding fiscal year. The Health Leave Bank will be available to employees after six (6) months of membership in the bank and after exhaustion of the employee's accumulated health leave or any other paid leave. The Health Leave Bank is not available if other compensation is being received for the absence, i.e., Workers' Compensation, Disability, etc. Employees who terminate employment and return will be treated as a new employee if rehired.

The Health Leave Bank is a voluntary collection of donated health leave hours from benefited employees to other college employees to be used as an extension of paid leave in case of an extended illness or accident. An employee may apply for time from the Health Leave Bank from the Vice-President of Human Resources.

An employee will have a twenty (20) working day waiting period after the onset of the illness or accident before using the health leave bank. The twenty (20) working day waiting period may not be interrupted by more than five (5) days worked unless approved by the Vice-President of Human Resources. A physician's statement is also necessary. In some cases, an employee may have to

submit to a physical exam through Central DuPage Business Health or other medical provider as designated by the College, at the college's expense. Should the medical provider disagree with the employee's own doctor, the employee has the right to a third opinion. This does not guarantee use of Health Leave Bank.

Employees may be awarded days on a day-to-day basis but are limited to sixty (60) bank days per calendar year. An employee must return to work for at least six (6) months after using the Health Leave Bank before applying on a new illness. A doctor's note must be presented to Human Resources every twenty (20) working days unless specific dates are given in the original physician's note.

### **9E Bereavement Leave**

Upon employment, union employees may be granted up to three (3), eight (8) hour bereavement days per fiscal year for the death of a family member. Bereavement days are subtracted from health days. Family members include: child, spouse, ex-spouse (if there are children from the marriage) parent, co-parent sibling, step-child, foster child, grandchild, step-parent, parent-in-law, grandparent, brothers- and sisters-in-law (including those of spouse).

If an employee has no remaining Bereavement Leave, the employee may make written petition with rationale, through the appropriate administrator, to the President for up to three (3) additional bereavement days for the death of a family member. These days are subtracted from Health Leave days.

Union employees may be allowed up to a total of ten (10), eight (8) hour days of leave (including the Bereavement Leave provision described above) to attend the funeral of a child, make arrangements necessitated by the death of a child, and to grieve the death of a child. If an employee suffers the death of more than one child in any twelve (12) month period, the employee may be allowed up to six (6) weeks of unpaid bereavement leave in the twelve (12) month period. Leave time for this provision must be used within sixty (60) days after the notice of the child's death is received by the employee. Child is defined as employee's biological son or daughter, adopted, or foster child, stepchild, legal ward, or a child of a person legally standing in the place of a child's parent. The employee shall have the option to use any accrued but unused vacation time if they exhaust the Bereavement Leave provision provided in this section

### **9F Jury Duty**

All union employees are eligible for pay while on Jury Duty. The benefit is available upon employment.

Employees will be granted leave for Jury Duty, as:

1. An employee will notify the supervisor at least one (1) week prior to expected leave for Jury Duty.
2. The employee will notify the supervisor of jury dismissal at the earliest possible time.
3. Benefited employees must submit any compensation received from the court for jury duty to the cashier upon receipt. The employee may keep the travel expense portion of the payment as indicated on the check stub.
4. Days served as a juror will be considered as work days for vacation accrual.

### **9G Witness Duty**

Upon employment, Union employees will be granted up to two (2), eight (8) hour days Leave with pay per year for witness duty. Additional Leave with pay may be granted upon written request to the appropriate Vice President.

1. The employee will present the subpoena notice to the supervisor one (1) week prior to the expected Leave for witness duty whenever possible.
2. The supervisor will be kept informed as to the probable length of Leave.
3. A copy of the subpoena notice should be turned in to Human Resources so that Leave for Witness Duty may be noted in employee's personnel file.

#### **9H Physical Exam for Military**

Upon employment, a Union employee shall be granted one (1), eight (8) hour day Leave with pay for physical examination for induction into military service if requested. The employee will notify his supervisor at least one (1) week prior to his expected Leave for physical examination for military duty.

#### **9I Military Duty**

Employees who enter the armed services of the United States, or are members of the National Guard or any of the reserve components of the Armed Forces of the United States shall be entitled to all the rights and privileges conferred by any applicable federal or state law, Executive Orders, resolutions or regulations. Nothing in this Agreement shall be construed to lessen these rights and privileges.

Upon employment, a Union employee, when called to duty as a member of a reserve unit, e.g., the National Guard, the Air Force Reserve, etc., will be reimbursed the difference between their military pay and the pay which they previously received at the College not to exceed ten (10), eight (8) hour days per fiscal year. Reimbursement will be issued upon presentation of proper evidence of reserve unit pay to the Vice President of Human Resources.

Union employees are eligible for partial pay while on Military Duty not to exceed twenty (20) days. The benefit is available upon employment.

Leave without pay for Military Duty will be granted each employee. The employee will present evidence of call to military duty routed through the supervisor to the Vice President of Human Resources. The college will honor the applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

The employee on Leave for Military Duty must apply for reemployment within ninety (90) days following discharge from service. Failure to apply within the ninety (90) day period will constitute a waiver of right to reemployment.

Upon return to employment, the employee will be placed in the former position or a comparable position, if the employee meets eligibility requirements.

The employee will be reimbursed the difference between their military pay and the pay which they previously received at the College not to exceed twenty (20) days. Reimbursement will be issued upon presentation of proper evidence of reserve unit pay to the Vice President of Human Resources.

For benefited employees health benefits, tuition scholarship, and life insurance will continue for up to six (6) months at the normal employee contribution levels.

#### **9J Workers' Compensation**

Upon employment, Workers' Compensation provides medical, disability, and death benefits for employees injured on the job, within the scope of employment. If an employee receives two (2) weeks or more of disability under Workers' Compensation, the initial three days are paid by the insurance. Otherwise, the first three (3) days of absence are not covered by Workers' Compensation Insurance; employees may use Health Leave for these three (3) days.

An employee who is receiving Workers' Compensation cannot receive any other pay (salary, Health Leave, Vacation, personal time, etc.). However, all other benefits will remain intact while the employee is on Workers' Compensation. Workers' Compensation is considered a Paid Leave. If the employee carries any dependent medical insurance coverage or optional life insurance coverage, these premiums must be paid by the employee directly to the College. (Premiums will be the same as before Workers' Compensation started, with the College continuing to pay the same portion.) Premiums not paid will be directly deducted from the first paychecks following the employees return to work.

In accordance with SURS, while an employee is collecting Workers' Compensation, the employee is not required to contribute to SURS, but continues to receive full service credit.

All injuries incurred on the job must be reported to the Police Department or the Risk Manager within twenty-four (24) hours of injury or the employee may be subject to disciplinary action up to and including termination of employment.

After five (5) days of absence, the College reserves the right to send the employee to a licensed medical physician chosen and paid for by the College as verification of benefits. Forms are available on the employee portal under Risk Manager.

***NOTE:*** *If a Workers' Compensation claim is found to be false, the employee will be disciplined as outlined in the Discipline section of this agreement.*

### **9K Wellness Incentive Program**

Unit members are able to participate in any College-wide employee wellness offerings.

## **ARTICLE X – BENEFITS-UNPAID TIME OFF**

Except as otherwise provided herein, the College shall provide the following employee benefits in accordance with the College's policies and practices for benefited employees as they may be amended or discontinued from time to time in the sole discretion of the College.

### **10A Family/Medical Leave of Absence**

Employees will be eligible for Family Medical Leave of Absence (FMLA) as provided in Board Policy 15-125 and in accordance with the FMLA regulations.

Eligibility: All Union employees who worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) months preceding the request for Family/Medical Leave.

Where Family/Medical Leave is taken intermittently or on a reduced Leave schedule, the employee may be required to temporarily transfer to an available alternative position with equivalent pay and benefits.

FMLA leave runs concurrently with any other medical leave provision for which the employee is eligible. Employees taking Leave are required to exhaust any accrued paid Vacation Leave and floating holidays prior to taking any unpaid leave time.

### **Notice of Leave**

Where the necessity for Leave is foreseeable, employees must provide at least thirty (30) days written notice. Where this is impossible, employees must provide as much advance notice as possible.

Where Leave is foreseeable for planned medical treatment, the employee must make a reasonable effort to schedule the treatment so as not to unduly disrupt College operations, subject to the approval of the health care provider.

Medical leave requests must be supported by a certification from an appropriate health care provider, at the employee's expense. The certification form is available through the employee portal.

The College reserves the right to require additional certifications or opinions on the Leave, at College expense.

Employees must receive approval from the supervisor for the Leave. Application for extended Leave should be filed by completing a Leave of Absence Request form available in Human Resources; a record of Family/ Medical Leave will be retained in the Benefits Department.

### **Benefits During and Upon Return From Family/Medical Leave**

All benefits may be retained by eligible employees by paying the normal active employee share of the cost for the longer of the use of accrued paid leave (sick days, vacation and floating holidays) or the end of the first twelve (12) weeks of FMLA, and the full cost of the benefits (previously paid by the College) thereafter. Payment must begin within one hundred twenty (120) days after initiation of unpaid Leave to retain these benefits. If insurance coverage is not continued, coverage can be reinstated upon active return to work.

Contributions to the State Universities Retirement System (SURS) may be made to the SURS Retirement office by the employee to receive service credit, if desired. Paid health and vacation Leave do not accrue for the period during the Leave. There will be no salary increment due to seniority earned while on Leave exceeding three (3) months.

### **Return from Family/Medical Leave**

If the leave was requested due to a health problem of the employee, the employee's physician must complete our "Physician Report-Return to Work Evaluation" and the employee must give it to Human Resources prior to reporting to their department. The employee will keep their supervisor apprised of their expected return date so the supervisor may plan accordingly.

When returning to work after a Family/Medical Leave, an effort will be made to place the returning employee in the same or a similar position. If the same or a similar position is not available, the employee may be placed in any position for which the employee is qualified. If such placement occurs, the employee will be retained in a temporary position at their previous salary; employees so placed are subject to reassignment. If the employee voluntarily requests and receives a reassignment from the temporary position, all rights to a same or similar position as prior to the Leave will end.

FAILURE TO RETURN TO WORK WILL BE DEEMED A RESIGNATION BY THE EMPLOYEE AND ELIMINATES ALL RIGHTS OF RECALL.

## **10B Personal Leave of Absence**

### **Return from Personal Leave for Union Employees**

Union employees who worked at least twelve (12) months preceding the request for Personal Leave are eligible. Employees who have received a written disciplinary memo, or are under the threat of suspension or termination, are not eligible.

Leave time is accrued based upon service time as follows:

<b>Months of Service</b>	<b>Time Accrued</b>
Less than 12	None
12 (1 year)*	120 calendar days
13	130 calendar days
24 (2 years)	240 calendar days
36 (3 years)	360 calendar days

\*Ten (10) calendar days per month after one year; Leave may not exceed one (1) year.

A Leave may not exceed the time accrued and an employee may not take more than one (1) extended unpaid Leave per calendar year, including Family/Medical Leave or Personal Leave. In exceptional cases, the Director of Human Resources may approve up to one (1) additional unpaid Leave.

**Description:** With supervisory permission, eligible employees may take Personal Leave not to exceed one (1) year. In no case will an employee be granted a Leave for alternative employment. Employment with the College will cease immediately upon notification that the employee is otherwise employed, (except in the case of reservists called for military duty).

Administration reserves the right to make final timing and scheduling determination as to when the employee may begin and return from such Leaves.

**Notice of Leave**

When the necessity for Leave is foreseeable, employees must provide at least thirty (30) days written notice. Where this is impossible, employees must provide as much advance notice as possible.

Employees must receive approval from the supervisor and the appropriate Vice President for the Leave in accordance with College needs. Application for extended Leave should be filed by completing a Leave of Absence Request form available on the employee portal; a record of Personal Leave will be placed in the employee's personnel file. The College must be notified immediately upon acceptance of other employment.

**Benefits During and Upon Return from Personal Leave**

All benefits may be retained by paying the full cost of benefits (previously paid by the College). Payment must begin within thirty (30) days after initiation of the Leave to retain these benefits.

Contributions to the State Universities Retirement System (SURS) may be made to the SURS Retirement office by the employee to receive service credit, if desired.

When a regular employee returns to duty, the employee is entitled to all personal, health, and vacation Leave benefits which were accumulated prior to the Leave. Paid Health and Vacation Leave do not accrue for the period during the Leave. There will be no salary increment due to seniority earned while on Leave exceeding three (3) months. If insurance coverage is not continued during Leave, the employee must reapply for coverage and prove insurability in order to reinstate coverage.

**Return from Personal Leave for Union Employees**

Intent to return to the College from a Leave must be filed in writing at least sixty (60) days prior to termination of the Leave.

When returning to work after a Personal Leave, an effort will be made to place the returning employee in the same or a similar position. If the same or a similar position is not available, the employee may be placed in any position for which the employee is qualified. If such placement occurs, the employee will be retained in a temporary position at the previous salary; employees so placed will be subject to reassignment. If the employee voluntarily requests and receives a reassignment from the temporary position, all rights to a same or similar position as prior to the Leave will end.

If no position of a similar kind is available within one (1) year of the assignment to a temporary position, the employee will become regular in the temporary position and the salary may not exceed the range maximum for that position.

**FAILURE TO RETURN TO WORK WILL BE DEEMED A RESIGNATION BY THE EMPLOYEE AND ELIMINATES ALL RIGHTS OF RECALL.**

### **10C School Visitation Leave**

Upon employment, Union employees are entitled to take up to a total of eight (8) hours of School Visitation Leave during any school year to attend school conferences or classroom activities related to the employee's child IF THE CONFERENCE OR ACTIVITY CANNOT BE SCHEDULED DURING NON-WORK HOURS. No more than four (4) hours of such Leave may be taken on any given day, and no unpaid Leave may be taken by an employee unless the employee has exhausted all accrued Vacation Leave, Compensatory Time and any other available Leave, except Health or Disability Leave.

Employees must provide a written request to their supervisor at least five (5) working days in advance of the proposed Leave (twenty-four (24) hours in advance for emergency situations).

Employees must provide written documentation of the school visitation as provided by the school.

School Visitation Leave is offered without pay. Employees who take School Visitation Leave may choose to make up the time taken, but make-up work is not required.

Employee benefits will not be affected during School Visitation Leave.

### **10D Voting Leave**

Upon employment, Union employees are entitled to up to a total of two (2) hours Leave in order to vote in general or special elections, or in any election in which propositions are submitted to a popular vote.

Employees must provide a written request to their supervisor at least twenty-four (24) hours in advance of the proposed Leave.

Voting Leave is offered without pay. Employee benefits will not be affected during Voting Leave.

### **10E Fitness Program**

With supervisory approval, employees who get an unpaid lunch may combine their thirty (30) minute unpaid meal break with their fifteen (15) minute afternoon break to engage in a fitness class or approved fitness activity up to three (3) times per week.

## **ARTICLE XI – OTHER BENEFITS**

### **11A Health Insurance**

Upon employment, the College will make available a medical plan. All members of the Union shall be offered the same plan as offered to any other full-time employee group (represented or non-represented) unless otherwise agreed. Union employees taking medical health insurance have the option of electing Dental/Vision coverage also.

The Union employees will be offered the College's Medical Insurance Transition Plans consistent with all other eligible employees participating in these plans beginning in plan year (January) 2017.

One member of the Union may be identified by the Union as a representative to the College of DuPage Insurance Advisory Committee. This representative may be allowed to attend Committee meetings held during working hours without reduction in pay.

Other than a 2019 potential increase in the deductibles and out-of-pocket maximums as previously communicated for the PPO-HDHP plan, unless the renewal premium costs are in excess of seven percent (7%) for either the PPO-HDHP or the BA HMO plan, there will be no plan design changes for the 2017, 2018 or 2019 plans. Should the premium increases exceed seven percent (7%), the Insurance Advisory Committee would be charged with determining the changes needed to reduce the premium increases to less than seven percent (7%) for the impacted plan(s). Any more favorable provisions extended for the BCBS Blue Advantage HMO or the PPO-HDHP to any employee group will be extended to Union members.

### **Employee Contribution**

Union member contributions will be twenty percent (20%) of the actual premiums for the plans and coverage level chosen by the member.

Beginning in plan year 2019, the College will pay one hundred percent (100%) of the single premium for the lowest cost medical insurance plan and eighty percent (80%) of the lowest cost plan premium for all other tiers. The College will standardize its premium contribution for the higher cost plan based on its dollar contribution for the lowest cost medical insurance plan. The unit member will pay the premium difference if they elect the higher cost plan. The College reserves the right to re-negotiate Health Insurance coverage if the implementation of Health Care Reform results in additional premium costs.

Dental/Vision insurance plans will be provided for unit members and their eligible dependents with a union member contribution of twenty percent (20%) of the plan premiums for the plans and coverage level chosen by the member.

Union members wishing to obtain dependent coverage must comply with enrollment procedures and timelines as set by the plan and regulations.

Payroll deductions for the employee premiums are taken on a pro-rata basis according to the payroll schedule for the College.

### **Health Maintenance Organizations (HMO)**

A Health Maintenance Organization may be made available in lieu of the College's Medical insurance plan.

### **COBRA (Consolidated Omnibus Budget Reconciliation Act)**

If you or a covered dependent become ineligible for medical insurance coverage, you may continue to purchase coverage according to the federal COBRA regulations.



You must notify the College of DuPage Human Resources within sixty (60) days if any of the following events occur:

- if you become divorced or legally separated; or
- if your child no longer qualifies as a dependent under the terms of your plan; or
- if you become ineligible for coverage due to termination or reduction in hours.

Any individual who elects continuation of coverage must pay for the full cost of the coverage and any administration fees. Continuation coverage is identical to the coverage provided to active employees and their family members. If coverage for similar classed employees is modified, the continuation coverage will be modified in the same manner.

Depending on the qualifying event, coverage may be continued on a monthly basis not to exceed thirty-six (36) months. Please check with Human Resources at ext. 2427 for specific time limits for the qualifying event pertaining to your situation and other information regarding COBRA benefits.

### **Dental Insurance**

Upon employment, Dental Insurance can be included as part of the health insurance plan if the employee chooses.

### **Dental Maintenance Organization (DMO)**

The College may offer a Dental Maintenance Organization plan as an option. Employees may choose this plan as an alternative to the College's dental plan.

The College pays the same amount toward this plan as toward the basic dental plan. The employee pays the difference in cost for self and dependent coverage.

### **Vision Insurance**

Vision insurance is currently provided through Vision Service Plan (VSP). Dependents may be insured only if enrolled in a medical/dental plan. The College reserves the right to change the vision plan or vendor at any time.

### **11B Life Insurance**

Upon employment, the College provides Union employees with a \$30,000 term life insurance policy for which the College pays the premium.

### **11C Optional Life Insurance**

Optional insurance for employees paid for by the employee may be applied for within thirty-one (31) days of employment or status change up to the guaranteed issue amount based on age. If optional life is not purchased within thirty-one (31) days of employment/status change, the employee must complete evidence of insurability. Dependent coverage may also be purchased at employee's expense.

### **11D Optional Long-Term Disability**

Upon employment, Union employees are eligible to participate in a Long-Term Disability plan. Employees are eligible to receive a disability benefit after the greater of accumulated sick time or a qualifying period of three (3) months. The plan will pay up to sixty-five percent (65%) of basic monthly earnings with a minimum of one hundred dollars (\$100) and a maximum of six thousand dollars (\$6,000) per month. Premiums are withheld bi-weekly through payroll deduction on an after-tax basis. Benefits received are not taxable. Benefits are offset with SURS, Worker's Compensation, or other employer paid disability plans.

### **11E Long-Term Care**

Upon employment, Union employees may purchase Long-Term Care insurance for the employee's spouse, parents, and in-laws with medical evidence of insurability.

Plan provides benefits for nursing home care and/or home health care depending on the option elected. Premiums are based on age and option elected. Premiums are paid solely by employee through payroll deduction.

### **11F College of DuPage Retiree Benefits**

State Universities Retirement Plan (SURS)

Eligibility: All employees working on a regular basis for at least one continuous term are required to participate in SURS.

Description: All eligible employees will contribute eight percent (8%) of gross compensation to the State Universities Retirement Plan pre-tax, except for sworn Peace Officers who will contribute nine and one-half percent (9.5%). SURS benefits are based upon date of hire and length of service. Specific information on SURS\* benefit provisions is available through SURS.

*\*As defined by SURS*

### **College of DuPage Retiree Benefits**

A. Eligibility: An eligible retiree is one who:

1. Has completed at least ten (10) years of consecutive benefited service with District 502;
2. Meets the minimum age requirements to receive a SURS retirement annuity as of the date of retirement;
3. Submits written notice of intention to retire to Human Resources through the supervisor at least three (3) months, but not more than eighteen (18) months, prior to retirement.

B. Description: Benefits Accorded Those Meeting Eligibility Guidelines for Retirement:

1. Medical Coverage
  - a. Eligible retirees may choose to enroll for the benefits available under the College Insurance Program provided by the State of Illinois.
  - b. The College of DuPage will provide annual reimbursement for one retiree health insurance plan to eligible retirees upon evidence of proof of payment. Reimbursement is limited to the lesser of actual premiums paid, the cost of the state-offered College Insurance Program (CIP), or two thousand two-hundred dollars (\$2,200) per year if under age sixty-five (65). Reimbursement continues until the earlier of five (5) years or the retiree reaches age sixty-five (65).

### **Life Insurance**

The Community College District will provide and pay for the premium for ten thousand dollars (\$10,000) in term life insurance for Union retirees meeting the above eligibility criteria for five (5) years following retirement.

### **11G Tax Sheltered Annuity**

Union employees may pay into a tax-sheltered annuity program that offers employees an

opportunity to save for retirement, while saving on taxes now. Several tax-sheltered annuity plans are available. Employees may arrange to have regular payroll deductions to participate.

### **11H Deferred Compensation**

Union employees may participate at their expense in a tax-deferred compensation program in accordance with Section 457 of the Internal Revenue Code. Employees may arrange to have regular payroll deductions to participate in this program.

### **11I Flexible Spending Account**

Union employees may participate at their expense in Flexible Spending Accounts (FSA) that allows employees to have untaxed income withheld from their paychecks in order to cover unreimbursed eligible expenses. There are two (2) types of accounts: Medical Reimbursement and Dependent care accounts.

In order to be eligible to participate, the employee must be benefited for at least six (6) months. On an annual basis (during open enrollment) or at the time they first become eligible, the employee will specify the amount to be deducted per pay period for the next calendar year.

The medical reimbursement account can be used to cover expenses that will not be reimbursed by insurance, such as deductibles, orthodontics, eye glasses, etc.

A dependent care account can reimburse the employee for day care expenses for dependents. The expense must be incurred in order for the employee (and/or spouse) to work.

### **11J Tuition Waiver**

Union members and their income tax dependents shall be eligible for two-thirds (2/3) tuition waiver for credit courses at College of DuPage. Retirees and their income tax dependents shall be eligible for one-half (1/2) tuition waiver for credit courses at College of DuPage. The registration calendar will be published annually.

### **11K Educational Development Program**

After probationary period, Union employees may enroll in courses which:

1. Increase performance in the current assignment; or
2. Under a written and approved personalized education program, contribute to the development skills, knowledge and attitudes in preparation for future career responsibilities at College of DuPage.

The employee will be reimbursed for tuition if proper procedures are followed to obtain approval prior to course registration. Verification of satisfactory course completion and proof of payment must be submitted to Human Resources.

As provided under Board Policy 15-140, an eligible employee interested in tuition reimbursement for courses under #1 or #2 above must secure an Educational Development Program form prior to course registration for the class, conference, seminar, workshop, or activity. These forms are available through the employee portal. Reimbursement approval shall be contingent upon satisfactory completion and proof of payment for prior approved courses, not to exceed the Board approved amount for the fiscal year.

The employee shall submit the completed form through the supervisor and to the authorized budget signator for the employee's department. The form is then forwarded to the Compensation Specialist in Human Resources. All tuition reimbursement requests will be evaluated and approved or rejected in relation to #1 or #2. The purpose of these procedures is to keep the

supervisors informed and to allow an approximate tabulation of funds committed to each specific area.

Eligible employees may use up to one thousand seven hundred dollars (\$1,700) per fiscal year (July 1 to June 30). Reimbursement may also be used for professional exam expenses such as the Emergency Medical Technician Exam. Additionally, an eligible employee may be reimbursed for tuition costs associated with pursuit of accredited degrees not available at College of DuPage, bachelor's, master's and doctoral degrees, subject to satisfactory completion of each course. The fiscal year is determined by date of completion of the course, not registration date. Up to two hundred dollars (\$200) of this amount may be used for job-related professional dues, or job-related professional materials such as subscriptions. Up to two hundred forty dollars (\$240) may be used for a fitness facility, upon approval of the Chief of Police. Union dues are not an eligible expense.

Time off from work to attend job-related seminars and workshops approved by the supervisor will be granted. Travel expenses may be reimbursed from departmental budgets in accordance with the Pre-Travel Approval/ Advance Form and the Reimbursable Expense Form directions for job-related seminars and workshops.

An advance for tuition reimbursement is available if the tuition or fee is greater than fifty dollars (\$50) and it is a hardship for the employee to pay the tuition or fee without receiving the advance.

Union employees who are granted supervisory permission to attend staff development experiences will generally be paid for their participation. The following guidelines will be followed:

1. No full-time employee will incur paid time for participation in excess of their regularly scheduled workday.
2. No overtime will be incurred due to participation in a staff development experience.
3. Payment will not be made for travel time except to the extent it falls during regularly scheduled work hours.

Unit members may utilize Educational Development Program Funds for the non-waived tuition for pre-approved courses at COD.

### **11L New Officer Training / Development Program**

Patrol Officers shall execute a Promissory Note at the time of employment promising to reimburse the College for the costs invested in their training if the officer does not remain employed with the College for a two (2) year consecutive period following the completion of the training. If the officer leaves the Police Department within the first two (2) years they would reimburse the College based on the following schedule:

Completed less than 1 year:	\$3,000
Completed more than 1 but less than 2 years:	\$1,500

It is understood that the officer will reimburse the College within one (1) year of leaving the Police Department and that the College may deduct from pay (including regular or vacation time) for any outstanding money owed to the College.

The College will pay for the cost of tuition, books or lab fees for the Emergency Medical Responder (EMR) course specifically created for the Police department as part of the Emergency Medical responder certification and job duties requirement at the College of DuPage. Upon successful completion of the course, officers who become certified and subsequently maintain certification as an EMR will be receive fifty-five cents (\$0.55) per hour added to their base salary.

All members of the bargaining unit who are in the classification of Officers, CSOs, and Sergeants in the course of their regular duties shall provide emergency medical responder care as defined by the National EMS Scope of Practice Model as part of the National Highway Traffic Safety Administration.

Prior to exercising any duty of care as an EMR, all employees shall successfully complete the Emergency Medical Responder Course, College of DuPage FIRE 2283, as provided by the College as an accredited Emergency Medical Responder training program. Upon completing the course, all employees will maintain certification as an EMR through the duration of their employment with the College, subject to discipline (provided the college maintains EMR accredited program). All provisions of Section 11L will be applicable.

### **11M Employee Assistance Program**

Upon employment, the College will provide Union employees an Employee Assistance Program.

### **11N Outstanding Service Award**

If the College implements an institution-wide Outstanding Service or similar award program, the Union employees will be eligible to participate.

### **11O Summer Flex Time**

The College operates on flexible work hours during the summer.

All forty (40) hour benefited employees are to work a reduced week of thirty-eight (38) hours for forty (40) hours' pay. Any hours above forty (40) actually worked by a non-exempt employee will be paid or accrue compensatory time at time and one-half (1.5). If the employee is required by the supervisor to work forty (40) hours per week, the employee will be paid for forty-two (42) hours at straight time.

Employees are given an eight (8) hour holiday on the Fourth of July. To cover the remaining thirty (30) hour work week, employees may choose to not take six (6), fifteen (15) minute breaks to equal one and one-half (1.5) hours of "work time". A maximum of one and one-half (1.5) hours of break time can be accumulated as "work hours". This option is only available with supervisory approval.

Although the College is open five (5) days per week, supervisors may allow flexible scheduling on an individual basis where the functions and normal hours of the office are maintained. Examples of some, but not all, options available with supervisory approval are:

#### **Options:**

1. Work four (4), nine and one-half (9½) hour days.
2. Work four (4), eight (8) hour days (thirty-two (32) hours) with vacation time (six (6) hours) taken each week. Exempt employees must file a Leave Reporting Form (LRF) for vacation time indicating the total number of daily hours taken (e.g., 2, 4, 8, 9½, etc.) on each LRF submitted for hours during the summer schedule. Non-exempt employees will indicate the time taken as vacation on their timecards or Detailed Time Reports.
3. Work four (4), eight (8) hour days (thirty-two (32) hours) with a six (6) hour reduction in pay, but no reduction in benefits other than vacation accrual. Non-exempt employees will indicate the time taken without pay on their timecards or Detailed Time Reports. Exempt employees will file a Leave Reporting form indicating the date(s) and number of hours worked and number of hours taken without pay for each absence during the summer schedule.

4. Work four (4), eight and one-half (8½) hour days (thirty-four (34) hours) and one (1), four (4) hour day.
5. Work four (4) regularly scheduled eight (8)-hour days with a six (6) hour day on the fifth (5<sup>th</sup>) day.

In some cases, the operational needs of the College may not permit the use of some, or all, of these options. The supervisor will determine the availability of summer flex-time.

**NOTE:** If a full-time employee is sick or uses bereavement time during a week, the employee will receive a maximum of forty (40) hours pay, two (2) being summer contract hours.

### **Benefits**

The following will pertain to those who elect, with supervisory approval, to work an optional workweek:

1. Vacation will accrue based upon hours worked, plus two (2) summer hours, for full-time employees who are entitled to benefits.
2. Life insurance and medical/dental/vision insurance will not be affected by the summer schedule, provided the employee works at least seventy-five percent (75) percent of their regularly scheduled weekly hours in accordance with the normal academic year. The time may include time worked, paid health days, vacation days, and/or holidays (except designated nine (9) month positions).
3. Persons on an optional schedule will be charged the actual hours in the appropriate day for time taken for vacation or health (sick) leave based on their pre-approved summer schedule.
4. A half day of a scheduled nine and one-half (9½) hour day for vacation or illness will be counted as four and three-quarter (4¾) hours for these purposes and should be so reported.
5. Floating holidays are limited to eight (8) hours (prorated for benefited employees working thirty to forty (30 to 40) hours per week).

Each employee who requests a summer option must indicate to the supervisor, in writing, a preference for workdays including starting and ending times. Supervisors shall determine whether any proposed work schedules meet the operational needs of the College. If the supervisor approves, he/she submits each employee's work schedule to the respective Cabinet officer who, in turn, will send a copy to Human Resources.

### **11 P Body Armor**

The College will provide to all police personnel a protective vest (body armor) of minimum Level 2 quality as defined by the National Institute of Justice. Personnel for whom the body armor has been provided, shall be required to wear the protective vest while on duty and may be subject to discipline for failure to wear said vest. Replacement body armor shall be provided per manufacturer's recommended intervals at the expense of the College.

### **11Q Personal Property Replacement**

Personal property carried by an on-duty employee which is necessary for the performance of the employee's duties (e.g., eyeglasses, watches, cellphones), and which is damaged in the

performance of the employee's duties, shall be repaired or replaced at a reasonable value not to exceed a total of \$600.00 per incident, \$800.00 fiscal year maximum. Employees must report damage to the Chief or his or her designee on the date of damage in order to receive this benefit. In the event the employee receives restitution or other reimbursement, the amount expended by the College shall be reimbursed by the employee to the extent of restitution or reimbursement received.

## **ARTICLE XII – RETIREMENT**

All full-time employees shall participate in the State Universities Retirement System (SURS) as provided by law.

## **ARTICLE XIII – WAGES AND COMPENSATION**

### **13.1 Wage Increases -Salary Schedule**

During the term of this Agreement and on each date specified, each step of the respective pay schedule for each classification covered by this agreement will be increased per the salary schedules attached to this Agreement in Appendix B as follows;

July 1, 2022: Three percent (3.0%)

July 1, 2023: Two and eight tenths percent (2.8%)

July 1, 2024: Two and eight tenths percent (2.8%)

Annual salary increases will be applied as general wage increase and not a pool salary schedule.

The July 1, 2022, increase will be retroactively applied to regular hours worked for all working members of the bargaining unit as of the date of the execution of this Agreement

All employees promoted from patrol officer to sergeant shall receive an increase to the minimum of the new pay range or the next step on the sergeant wage scale at least five percent (5%) above his or her current patrol pay range, whichever is greater.

Effective July 1 of each year, all employees will advance one (1) step on the Salary Schedule for each respective year. Salary schedules for each year of the Agreement are attached as Appendix C.

Upon satisfactory completion of probationary period, employees will receive a step increase. Thereafter, steps will be awarded on July 1 of each year. Employees who have received an unsatisfactory annual evaluation will be denied an annual salary increase exclusive of the step increase until the employee completes a satisfactory review after a ninety (90) day period. The Employer reserves the right to hire and place a laterally hired certified sworn officer (hired laterally from current employment as a police officer in a regularly constituted police department) up to step 3 on the wage scale.

### **13.2 Investigators**

Officers who are designated by the Chief of Police, or his designee, to serve in the position of Investigator shall receive additional compensation of one dollar and fifty cents (\$1.50) per hour for every full hour serving in the position.

### **13.3: Department Instructors and Training Officers**

Field Training Officers (FTOs) and Communication Training Officers (CTOs) designated by the Chief of Police will be paid an additional one (1) hour at their regular rate of pay (not countable toward overtime) when they perform any and all duties as Field Training Officers and Communication Training officers for a minimum of four (4 ) hours.

Officers designated by the Chief of Police as trainers in specific disciplines, will be compensated at one and one-half (1.5) times their standard rate while providing training, unless the training period falls during the time of their regularly scheduled shift. Disciplines are as follows:

Firearms instructor

Rifle Instructor

Taser Instructor

OC Instructor

Rapid Deployment Instructor (including Rescue Task Force Instructor)

ALICE/Active Violence Preparedness Trainer

Defensive Tactics Instructor

## **ARTICLE XIV Employee Drug and Alcohol Testing Program**

### **Definitions**

- A. *Employees* – Full-time employees working in the College of DuPage Police Department, excluding administrative assistants, including Sergeants, Patrol Officers, Community Service Officers and Dispatchers as defined in Article I, Recognition clause.
- B. *Supervisors* – Those employees assigned to a position having day-to-day responsibility for supervising subordinates or who are responsible for commanding a work element.
- C. *Drug Test* – A urine or blood test.
- D. *Alcohol Test* – A blood or breath alcohol test.
- E. *Reasonable Cause/Suspicion* – Reasonable cause or suspicion exists if the facts and circumstances warrant a rational inference that a person is either impaired by alcohol or controlled substances or has violated the prohibitions contained in this section, Reasonable cause/suspicion must be based on specific, objective facts and any rationally derived inferences from those facts about the conduct of an individual that would lead a reasonable person to suspect the individual is either impaired by alcohol or controlled substances or has violated the prohibition contained in this section. Objective facts include, but are not limited to, observable phenomena such as appearance, behavior, speech, and body odors of the person, and information provided by an identifiable third party which is independently corroborated or is from a source which is credible based on the providing of previous corroborated tips or information.
- F. *Under the Influence of Alcohol* – A person is deemed to be under the influence of alcohol if test results show an alcohol concentration of .04 (point zero-four) or more based upon the grams of alcohol per one hundred (100) milliliters of blood, or if a breath alcohol test result is .04 (point zero-four) or greater. A confirmation test will be administered fifteen to twenty (15-20) minutes after the first test. If the second test result is negative, then the first test results shall be deemed negative.



## **Drug and Alcohol Testing**

1. Employees will be required to take drug and/or alcohol tests as a condition of continued employment in order to ascertain prohibited drug and/or alcohol uses, as provided below:
  - A. An employee may be ordered to submit to a drug test whenever there is a reasonable suspicion that the employee is impaired as a result of the use of drugs.
  - B. A drug test will be administered as part of any regular physical examination as required by the law, Insurance Liability Carrier and any Third Party carrier.
2. The Chief or designee may order an employee to submit to alcohol testing whenever there is a reasonable suspicion that the employee is impaired as a result of the use of alcohol.

### Process:

- A. Within four (4) hours after the time an employee is ordered to submit to testing authorized by this Agreement, the Employer shall provide the employee with a written notice of the order, setting forth all of the objective facts including the names of all witnesses reporting the observations and reasonable inference drawn from those facts which have formed the basis of the order to test.
  - B. Refusal to submit to such testing may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or right that he may have.
3. An employee shall also be ordered to submit to drug and alcohol testing whenever that employee discharges a gun and such action may have caused injury or death to a person or persons during the performance of his/her duties or in the line of duty.

### Process:

- A. The employee shall submit to the test as soon as practical, but not later than the end of the shift.

## **Urine and Blood Testing Procedures**

All tests shall be administered by a medical facility licensed by the State of Illinois and selected, but not associated with the College. Drug testing will be conducted by a Substance Abuse and Mental Health Services Agency (SAMSHA) certified laboratory.

Testing procedures will include a confirmation of any sample that tests positive in the initial screening for drugs by testing the second portion of the sample by gas chromatography mass spectrometry (GCMS). An employee will be provided the opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing. Within seventy-two (72) hours of receiving the results of the test(s) the employee shall notify the Employer of the desire to have the additional sample independently tested. The employee will be responsible for providing information regarding the independent testing laboratory to the certified laboratory.

### **Chain-of-Evidence Storage**

Each step in the collection and processing of drug and alcohol tests will be documented to establish procedural integrity and the chain of custody including any additional testing of the additional sample at the employee's discretion.

### **Drug and Alcohol Test Results**

All records pertaining to drug and alcohol tests required by the College of DuPage Police Department records will remain confidential and will not be provided to other employers or agencies without the written permission of the person whose records are sought.

- A. Drug and alcohol test results and records will be stored and retained in compliance with state law or, where there is no applicable state law, for five (5) years.
- B. The employee tested will be provided with a copy of all information and reports received by the College of DuPage in connection with the testing and the results.

### **Discipline**

- A. Action up to and including termination of employment may result from positive results of an employee drug test or results from an alcohol test which indicate the employee was under the influence of alcohol in violation of this Section.
- B. Employees testing positive for illegal or controlled substances or found to be under the influence of alcohol while on duty may be provided an opportunity to undergo rehabilitation for a first offense. Circumstances will dictate if this option is in the best interest of the employee, the institution, and the public, or if the employee should be subjected to immediate discipline up to and including termination.

### **Right to Grieve**

The union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the tests and accuracy of the tests, the consequences of the testing or results, or any other alleged violation of this agreement. Any such challenges arising from the same test shall be consolidated into a single grievance.

## **ARTICLE XV – SEVERABILITY**

In the event that any Article, paragraph, section, or sub-section of this Agreement shall be held to be invalid and unenforceable by the Illinois Educational Labor Relations Board (IELRB) or any court of competent jurisdiction, or by any change in any subsequently enacted Federal or State legislation which would prohibit or nullify a section, sub-section, or portion of this Agreement, such decision or enactment shall apply only to the specific section, sub-section, or portion thereof as specified by the IELRB or Court decision, or change in law, and the remaining parts or portions of this Agreement shall remain in full force and effect. In such event, the parties shall, upon the request of either party, commence good faith bargaining over possible replacement language for the invalidated section, sub-section, or portion of this Agreement.

## **ARTICLE XVI – ENTIRE AGREEMENT**

### **16.1 Duration**

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 exercise of that right and opportunity are set forth in this Agreement. This Agreement shall supersede any policies, procedures, rules, regulations, or practices of the College which shall be contrary to or inconsistent with the terms of this Agreement, and shall constitute the entire Agreement between the parties.

### **16.2 Reopener**

The College reserves the right to re-open the wage and/or benefits provisions of this Agreement in the case of unplanned expense due to loss of the College's accreditation, or SURS pension contribution changes resulting in increased College expense and liabilities.

## **ARTICLE XVII– DURATION AND EXECUTION**

This Agreement shall be in effect through the 30th day of June, 2025, and from year to year thereafter unless written notice is given by either party to the other not less than sixty (60) days nor more than one hundred twenty (120) days prior to June 30, 2025, or the same date of any subsequent year, requesting that this Agreement be amended.

This Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives 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.

In witness thereof:

Board of Trustees of Community College  
District No. 502 Counties of Cook, DuPage,  
and Will

Maureen Denne

Chairman, College of DuPage

Illinois FOP Labor Council

[Signature] #310/SNT

Aleidi Polan

Board Secretary

[Signature] #325/DET.

\_\_\_\_\_

Roman Wikeniewski

08/18/2022

Date

\_\_\_\_\_

## APPENDIX A

### Dues Authorization Form

**DUES AUTHORIZATION FORM**

**ILLINOIS FRATERNAL ORDER OF POLICE  
LABOR COUNCIL  
974 CLOCK TOWER DRIVE  
SPRINGFIELD, ILLINOIS 62704**

I, \_\_\_\_\_ (insert your name), understand that under the U.S. Constitution I have a right not to belong to a union. By my signature I hereby waive this right and opt to join the IL FOP Labor Council.

I, \_\_\_\_\_ (insert your name), hereby authorize my Employer, \_\_\_\_\_ (insert Employer name), 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. In addition, I authorize my Employer to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment, in such manner as it so directs.

Date: \_\_\_\_\_ Signed: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Personal E-mail: \_\_\_\_\_

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. Please check with your tax preparer regarding deductibility.*

## APPENDIX B

### Grievance Form

**GRIEVANCE** (use additional sheets where necessary)

Lodge/Unit No.: \_\_\_\_\_ Year: \_\_\_\_\_ Grievance No.: \_\_\_\_\_



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

Department: \_\_\_\_\_

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

Last

First

MI

**STEP ONE**

Date of Incident or Date Knew of Facts Giving Rise to Grievance: \_\_\_\_\_

Article(s)/Sections(s) violated: \_\_\_\_\_, and all applicable Articles

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Remedy Sought: \_\_\_\_\_ in part and in whole, make grievant(s) 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



Lodge/Unit No.: \_\_\_\_\_ Year: \_\_\_\_\_ Grievance No.: \_\_\_\_\_

**STEP THREE**

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 FOUR**

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

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

\_\_\_\_\_  
Person to Whom Referral Given Date

\_\_\_\_\_  
FOP Labor Council Representative



## APPENDIX C

### Salary schedules

OFFICERS	Current	3.0%	2.8%	2.8%
	7/1/2021 – 6/30/2022	7/1/2022 – 6/30/2023	7/1/2023 – 6/30/2024	7/1/2024 – 6/30/2025
Start	26.95	27.76	28.54	29.33
1	27.80	28.63	29.44	30.26
2	28.66	29.52	30.35	31.20
3	29.50	30.39	31.24	32.11
4	30.36	31.27	32.15	33.05
5	31.21	32.15	33.05	33.97
6	32.07	33.03	33.96	34.91
7	32.92	33.91	34.86	35.83
8	33.78	34.79	35.77	36.77
9	34.63	35.67	36.67	37.69
10	35.48	36.54	37.57	38.62
11	36.34	37.43	38.48	39.56
12	37.18	38.30	39.37	40.47

SERGEANTS	Current	3.0%	2.8%	2.8%
	7/1/2021 – 6/30/2022	7/1/2022 – 6/30/2023	7/1/2023 – 6/30/2024	7/1/2024 – 6/30/2025
Start	33.82	34.83	35.81	36.81
1	34.66	35.70	36.70	37.73
2	35.51	36.58	37.60	38.65
3	36.35	37.44	38.49	39.57
4	37.19	38.31	39.38	40.48
5	38.04	39.18	40.28	41.41
6	38.88	40.05	41.17	42.32
7	39.73	40.92	42.07	43.25
8	40.57	41.79	42.96	44.16
9	41.42	42.66	43.86	45.09
10	42.26	43.53	44.75	46.00
11	43.10	44.39	45.64	46.91
12	43.96	45.28	46.55	47.85

CSOs	Current	3.0%	2.8%	2.8%
	7/1/2021 – 6/30/2022	7/1/2022 – 6/30/2023	7/1/2023 – 6/30/2024	7/1/2024 – 6/30/2025
Start	24.09	24.81	25.51	26.22
1	24.82	25.56	26.28	27.02
2	25.55	26.32	27.05	27.81
3	26.27	27.06	27.82	28.59
4	27.00	27.81	28.59	29.39
5	27.73	28.56	29.36	30.18
6	28.45	29.30	30.12	30.97
7	29.18	30.06	30.90	31.76
8	29.91	30.81	31.67	32.56
9	30.63	31.55	32.43	33.34
10	31.36	32.30	33.21	34.13
11	32.09	33.05	33.98	34.93
12	32.81	33.79	34.74	35.71

DISPATCHERS	Current	3.0%	2.8%	2.8%
	7/1/2021 – 6/30/2022	7/1/2022 – 6/30/2023	7/1/2023 – 6/30/2024	7/1/2024 – 6/30/2025
Start	21.16	21.79	22.41	23.03
1	21.79	22.44	23.07	23.72
2	22.42	23.09	23.74	24.40
3	23.05	23.74	24.41	25.09
4	23.68	24.39	25.07	25.78
5	24.31	25.04	25.74	26.46
6	24.94	25.69	26.41	27.15
7	25.57	26.34	27.07	27.83
8	26.20	26.99	27.74	28.52
9	26.83	27.63	28.41	29.20
10	27.46	28.28	29.08	29.89
11	28.09	28.93	29.74	30.58
12	28.75	29.61	30.44	31.29