

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

July 1, 2006 through June 30, 2011

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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 wage, 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 Public Safety Department Sergeants, Patrol Officers, Community Service Officers and Dispatchers. Excluded from this bargaining unit are the Public Safety 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 "Public Safety 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 "Public Safety 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 and Fairshare

Each bargaining unit member, as a condition for the member's employment, on or before thirty (30) days from the date of commencement of duties, shall join the Union or pay a fair share fee to the Union. Such a fair share fee shall be set by the Union and may be equivalent to but may not exceed the amount of dues uniformly required of members of the union.

The Board (upon written notice from the FOP) shall deduct the fair share fee or 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.

Employees objecting to such a "fair share" fee on the basis of religious beliefs and tenets as allowed by Public Law 83-1014 Section XI, also found as (Section 115 ILCS 5/11), may file a written statement with the College and FOP. The Board will then deduct an amount equal to the "fair share" fee and direct it to a non-religious charity designated from an approved list by the employee or, failing to designate such a recipient, as authorized in the law.

In the event of any legal action against the Board and/or College brought in court or administrative agency because of its compliance with the provisions of Fair Share, the FOP agrees to defend such action, at its own expenses and through its own counsel, provided: 1) the College gives immediate notice of such action in writing to the FOP and permits the FOP intervention as a party if it so desires, and 2) the College agrees to cooperate with the FOP and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels. The FOP agrees that in any action so defended, it will indemnify and hold harmless the Board, its members, officers, and employees from any

liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the College's compliance with the Fair Share process.

It is expressly understood that this indemnification provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board.

4.3 New Employees

The Union shall be notified of the hiring of all new Public Safety Department employees whose job classifications are covered by this Agreement within 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 Public Safety 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 an Officer of the bargaining unit, or a Union Officer, Attorney, or Field Representative, or any combination thereof (not to

- exceed three representatives) at any meeting, hearing or appeal relating to a grievance, which has been formally presented.
4. The Union shall be advised of any meeting, hearing or appeal relating to a grievance, which has been formally presented. Such notice shall be made not less than 3 working days prior to the date of the meeting, hearing or appeal. A representative of the Labor Council shall have the right to participate in any such meeting, hearing or appeal.
 5. 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 10 working days to review the grievance. 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 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 Public Safety 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 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 10 working days of receipt of the answer from the Chief or, if no answer is received, within 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 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.

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 15 working days of the answer at the Vice President's level or, if no answer is received, within 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, with 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, for a period not to exceed 30 days, 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. 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 Public Safety Department. However, for purposes that are germane to certain specific job classifications but do not apply to all Public Safety Department employees, seniority shall be computed on a job classification basis. For employees who transfer into the Public Safety 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 31st 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 Public Safety 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 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 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 Public Safety Department employees shall be considered probationary employees until they successfully complete a probationary period as follows:

- a. Sworn Officers – 12 months after the successful completion of basic training.
- b. All other positions – 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 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 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 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 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 hour (24) period, including a 30-minute paid lunch period. Employees shall remain on duty during lunch and rest periods.
- b. Community Service Officers - Either eight (8) or ten (10) consecutive hours in a twenty-four hour (24) period, which period shall be interrupted by a 30 minute unpaid lunch period, provided that an emergency situation does not exist which would preclude the taking of a lunch period. If the lunch period is interrupted by an emergency, the employee at the discretion of the Chief or his designee shall be afforded an alternate lunch period, or, if an alternate lunch period is not available, the employee shall be compensated for the lunch period.
- c. Dispatchers - Eight (8) consecutive hours in a twenty-four hour (24) period, which period shall be interrupted by a 30 minute unpaid lunch period, provided that an emergency situation does not exist which would preclude the taking of a lunch period. If the lunch period is interrupted by an emergency, the employee at the discretion of the Chief or his

designee shall be afforded an alternate lunch period, or, if an alternate lunch period is not available, the employee shall be compensated for the lunch period.

- d. Rest Periods - Employees shall receive two (2) fifteen minute paid rest periods to be scheduled subject to the needs of the Department.

8.3 Overtime

All overtime must be approved by the Chief of Public Safety or his designee. Hours considered worked in determining overtime compensation shall include paid holiday time, approved vacation time, floating holiday and absence to attend approved professional meetings or training.

- a. Sergeants and Patrol Officers - Sergeants and Patrol Officer shall be paid one and one-half (1½) times their regular straight time hourly rate of pay for all authorized hours of work in excess of 42 hours in a 7 day work period.
- b. Community Service Officers and Dispatchers - Community Service Officers and Dispatchers shall be paid one and one-half (1½) their regular straight time hourly rate of pay for all authorized hours of work in excess of 40 hours in a 7 day work period.

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 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 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.

8.6 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 declares the College to be closed for a short-term emergency and the majority of the Union employees are released from duty or notified not to report for duty during the declared emergency period, bargaining unit employees shall be compensated at the rate of time and one-half (1 ½) for all time required to be worked during the declared emergency period.

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 Public Safety Police Department.

Secondary employment will be limited to no more than 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 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's 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 in non-compliance 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.

8.11 Special Duty Pay-Back Events

Employees shall be paid at one and one-half times their base rate of pay for all time worked on special duty pay-back events. Special duty pay-back events are events in which the College is reimbursed for the employee's costs by a third party.

ARTICLE IX – BENEFITS-PAID TIME OFF

Except as otherwise provided herein, the provisions of the Classified Employee Guidebook which relate to the benefits listed herein, as said provisions existed on June 30, 2004, are hereby incorporated into this agreement. For purposes of this article, bargaining unit employees are benefited employees.

9A Paid Vacation

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

9B Paid Holidays

14 eight hour days per year.

9C Paid Health Leave

New employees receive (8 days) Health Leave for the first six months of employment. An additional 8 days become available after six months. Eight hours (one day) can be donated to the Health Leave Bank, if the employee so desires, leaving 120 hours (15 days) available for personal use. Each subsequent year the employee is credited with 16 eight hour days of Health Leave at the beginning of the fiscal year (July 1). Carry over of unused health leave accumulation will be allowed up to a maximum of 300 days in addition to the 16 day entitlement for the current year, not to exceed 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 2 hours per incidence. Leave for a sick family member is considered vacation time.

Paid Health Leave includes maternity "illness" for up to the period the pregnant employee is medically unable to work, including pregnancies in which medical complications arise. When paid leave expires, non-compensated Family/Medical Leave may be requested (see section on Unpaid Leaves).

A *Physician's Certification of Inability to Work* form needs to be submitted to Human Resources for any period of illness in excess of five 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 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 18 months prior to actual retirement) a Union member will reclaim all unused health leave lost due to the 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 prorata annual premium within 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 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. Worker's 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 Director of Human Resources.

An employee will have a 20 working day waiting period after the onset of the illness or accident before using the health leave bank. The 20 working day waiting period may not be interrupted by more than five days worked unless approved by the Director of Human Resources. A physician's statement is also necessary. In some cases, an employee may have to submit to a physical exam through the Association of Business Health at the college's expense. Should the association 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 60 bank days per calendar year. An employee must return to work for at least six months after using the Health Leave Bank before applying on a new illness. A doctor's note must be presented to Human Resources every 20 working days unless specific dates are given in the original physician's note.

9E Attendance Incentive

Union employees employed for at least one complete fiscal year may be eligible for up to 16 hours of additional vacation per year.

Employees employed on or before June 30 each year are eligible for extra vacation hours under the following schedule:

HOURS WORKED WEEKLY			
	30-34	35-39	40
No Health Leave used	12	14	16
Up to two Health Leave days used	6	7	8

Attendance is based upon an entire fiscal year (July 1 through June 30).

9F Bereavement Leave

Upon employment, union employees may be granted up to three eight 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, 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 additional bereavement days for the death of a family member. These days are subtracted from Health Leave days.

Bereavement days do not count against your absences for the attendance incentives.

9G 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 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.

9H Witness Duty

Upon employment, Union employees will be granted up to two eight 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 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 the Office of Human Resources so that Leave for Witness Duty may be noted in employee's personnel file.

9I Physical Exam for Military

Upon employment, a Union employee shall be granted one eight hours day's Leave with pay for physical examination for induction into military service if requested. The employee will notify his supervisor at least one week prior to his expected Leave for physical examination for military duty. (Board Policy 4334).

9J Military Duty – Reserves

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 10 eight hour days per fiscal year. Reimbursement will be issued upon presentation of proper evidence of reserve unit pay to the Director of Human Resources.

9K 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 weeks or more of disability under Worker's Compensation, the initial three days are paid by the insurance. Otherwise, the first three days of absence are not covered by Workers' Compensation Insurance; employees may use Health Leave for these three 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 continue to receive full service credit.

All injuries incurred on the job must be reported to the Health Services Office or Public Safety within 24 hours of injury or the employee may be subject to disciplinary action up to and including termination of employment.

After five 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 in the Office of Human Resources.

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.

9L Wellness Incentive Program

One (7 or 8 hour) Wellness Day. A Wellness Day is a paid leave day granted in exchange for the eligible employees' participation in certain wellness activities. Wellness days must be used in the fiscal year following the fiscal year that they are earned. There is no carry-over of a Wellness Day into another fiscal year. In all other aspects the administration of a Wellness Day is the same as single day vacation leave.

- A. For receipt of one Wellness Day incentive, eligible employees must:
1. Complete the Annual Health Power Profile (Health Risk Assessment). The Health Power Profile is offered each year in February during the Wellness Fair. For more information, contact the Wellness Coordinator. The annual Health Power Profile will be provided at no-cost to participating employees.
- B. In addition to the Annual Health Power Profile, each employee must complete any three of the following items in the same fiscal year as the Health Power Profile.
1. A minimum of two activity classes at C.O.D. or equivalent. Accepted activity classes include (1) any PE activity class, (2) TLC Aerobic Fitness Lab class, (3) proof of current health club membership. Other activity equivalents are handled on an individual basis. For more information, contact the Wellness Coordinator.

(Four different activities in this category may be counted as 2 of the three requirements in addition to the Health Power Profile.)
 2. With supervisory approval, any two TLC class offerings (or TLC self-study class) taken voluntarily by the employee. For a list of current offerings, visit the TLC website at www.cod.edu/dept/tlc/.
 3. Weight Watchers or similar program participation for a minimum of two semesters.
 4. Show usage of the Healthwise Handbook. Completion of the "Getting Healthwise" form with a description of how the book has benefited the employee and/or the employee's family over the past year. For more information or a copy of the Healthwise Handbook, contact the Wellness Coordinator.
 5. Central DuPage Business Health physical exam. The physical exam is available every three years through the preferred provider, Central DuPage Business Health. Contact the Human Resources employee benefits staff for more information. Similar physical exams from other providers may be accepted on an individual basis.

ARTICLE X – BENEFITS-UNPAID TIME OFF

Except as otherwise provided herein, the College shall provide the following benefits in accordance with the College's policies and practices for the majority of benefited Classified employees as they may be amended or discontinued from time to time in the sole discretion of the College. The provisions of the Classified Employee Guidebook which relate to the benefits listed herein, as said provisions may be amended from time to time in the sole discretion of the College, are hereby adopted by reference.

10A Family/Medical Leave of Absence

All Union employees who worked at least 1,250 hours during the 12 months preceding the request for Family/Medical Leave.

Description of Family/Medical Leave

Eligible employees may take Family/Medical Leave for the following reason:

1. The birth of the employee's child
2. The placement of a child with the employee for adoption or foster care.
3. To care for the spouse, child, or parent of the employee, if the spouse, child or parent has a serious health problem.

4. A serious health condition of the employee that makes the employee unable to perform the functions of their position. A serious health condition is defined as an injury, impairment, or physical or mental condition that involves either:
 - a. Inpatient care in a hospital, hospice or residential care facility.
 - b. Continuing treatment by a health care provider.

Leave under reasons #1 or #2 cannot be taken intermittently or on a reduced Leave schedule unless approved in advance, in writing, by the supervisor. Leave under #3 or #4 may be taken intermittently or on a reduced Leave schedule when medically necessary.

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.

Using Other Leave under FMLA

Employees taking Leave under #1, #2 or #3 are required to exhaust any accrued paid Vacation Leave and floating holidays prior to the leave. Employees taking Leave under #4 are required to exhaust any accrued paid Leave including, health, vacation time, floating holidays or Worker's Compensation benefits prior to the Leave.

Notice of Leave

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

Where Leave under #3 or #4 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.

Leave under #3 or #4 must be supported by a certification from an appropriate health care provider, at the employee's expense. The certification must include:

- The date on which the serious health condition commenced
- The probable duration of the condition
- Appropriate medical facts regarding the condition
- A statement that Leave is necessary for the purposes described in #3 or #4
- For purposes of intermittent Leave or a reduced Leave schedule, a statement of the medical necessity and expected duration or schedule of Leave.

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 the Office of Human Resources; a record of Family/Medical Leave will be placed in the employee's personnel file.

Benefits During and Upon Return From Family/Medical Leave

All benefits may be retained by benefited employees who worked at least 1,250 hours during the 12 months preceding the request for Family/Medical Leave by paying the normal active employee share of the cost for the first 12 weeks of Leave, and the full cost of the benefits (previously paid by the College) thereafter. Payment must begin within 120 days after initiation of the Leave to retain these benefits. If insurance coverage is not continued, coverage will 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 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 give it to Human Resources prior to reporting to your department. Keep your supervisor apprised of your 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 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

Union employees who worked at least 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:

Months of Service	Time Accrued
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

*10 calendar days per month after one year; Leave may not exceed one year.

A Leave may not exceed the time accrued and an employee may not take more than one 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 additional unpaid Leave.

Description: With supervisory permission, eligible employees may take Personal Leave not to exceed one 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 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 in the Office of Human Resources; 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 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 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 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 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 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 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 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 working days in advance of the proposed Leave (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 hours Leave in order to vote in general or special elections, or at any election in which propositions are submitted to a popular vote.

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

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

10E Leave for Military Duty (Unpaid)

Union employees are eligible for partial pay while on Military Duty not to exceed 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 Director 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 90 days following discharge from service. Failure to apply within the 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 20 days. Reimbursement will be issued upon presentation of proper evidence of reserve unit pay to the Director of Human Resources.

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

10F Fitness Program

With supervisory approval, employees may combine their 30 minute unpaid meal break with their 15 minute afternoon break to engage in a fitness class or approved fitness activity up to three times per week.

ARTICLE XI – OTHER BENEFITS

Except as otherwise provided herein, the provisions of the Classified Employee Guidebook which relate to the benefits listed herein, as said provisions existed on June 30, 2004, are hereby incorporated into this agreement. For purposes of this article, bargaining unit employees are benefited employees.

11A Health Insurance

Upon employment the College will make available a Medical plan with benefits described in the College Comprehensive Group Benefits Plan. All full-time benefited members of the Union shall be afforded the same Plan as afforded the full-time benefited Classified employees. Union employees taking Medical Health Insurance have the option of picking up Dental/Vision coverage also.

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.

Employee Contribution

- A. A Medical/Dental/Vision insurance plan will be provided for unit members, with a unit member contribution of four percent (4%) of the actual single premiums for the plans and options chosen by the unit member.
- B. A Medical/Dental/Vision insurance plan will be provided for eligible dependents of unit members. Members contributions shall be a percentage of the actual family premiums for the plans and options chosen according to the following schedule:

1st year of coverage member contribution shall be 31% of premiums

2nd year of coverage member contribution shall be 22% of premiums

3rd year of coverage member contribution shall be 13% of premiums

Those employees wishing to obtain dependent coverage must apply within 31 calendar days of becoming employed or reaching benefited status. New dependents may be added to coverage within 31 calendar days of a major life change (marriage, birth, etc.) or during open enrollment period each October.

Payroll deduction for the shared premium is taken the first two pay periods of each month. There is no proration of premium cost at either the starting or termination date of employment.

Health Maintenance Organizations (HMO)

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

The College pays up to the same amount toward these plans as toward the basic medical/dental plan. The employee pays the difference in cost for individual and dependent coverage.

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 following guidelines:

You must notify the College of DuPage Office of Human Resources within 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.
- 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 36 months. Please check with the Office of Human Resources at ext. 2427 for specific time limits for the qualifying event pertaining to your situation and other information regarding COBRA benefits.

Basic Dental Insurance

Upon Employment dental Insurance can be included as part of the health insurance plan if the employee chooses.

Benefits are not payable until completion of a six month waiting period for new employees and their dependents hired on or after 11/1/94.

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 provided through Vision Service Plan. Benefits are not paid until a six month waiting period for new employees and their Dependents hired on or after 11/1/94. Dependents may be insured only if enrolled in a medical/dental plan.

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 31 days of employment or status change up to the guaranteed issue amount based on age. If optional life is not purchased within 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 months. The plan will pay up to 65% of basic monthly earnings with a minimum of \$100 and a maximum of \$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.

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 9.5% of gross compensation to the State Universities Retirement Plan pre-tax, except for sworn Peace Officers who will contribute 9.5%. SURS offers normal retirement benefits at age 60 based on pay and full-time* service credit. Vesting at age 55 with 8 years of service or at age 62 with 5 years. Written notice of intention to retire should be given at least three months prior to date of retirement.

Reduced benefits for early retirement are available at age 55 with a minimum of eight years of service (unless full benefits are preserved by payment of a lump sum at retirement), or age 62 with five years of service. Please contact the Office of Human Resources well in advance of anticipated retirement for details.

**As defined by SURS*

College of DuPage Retiree Benefits

- A. Eligibility: An eligible retiree is one who:
 - 1. Has completed at least 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 the Office of Human Resources, through the supervisor, at least three months, but not more than 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 \$1,400 per year if under age 65, \$900 per year if over age 65.
 - c. Any employee retiring and eligible under the retirement program (as indicated in A above) may purchase dependent medical/dental/vision insurance coverage through the college's insurance program at the prevailing rate for dependent coverage (1/2 of the prevailing rate if only a single dependent is covered) at the time of retirement and subject to any modifications in premium and coverage applicable to any other regular employee, provided the dependents had been covered for at least six months prior to retirement, until such dependents are no longer eligible per the plan document or are eligible for Medicare, whichever comes first.

If the retiree becomes eligible for spousal/dependent coverage by reason of employment, the employee shall take reasonable steps to apply for, obtain, and maintain such coverage at their own cost. Such coverage will be primary to College of DuPage coverage for its duration

The Board retains the right to replace this coverage with any substantially equivalent coverage at its sole discretion. In addition, if at any time the premium for dependent coverage for benefits

available under the College Insurance Program (CIP) provided by the State of Illinois is within 130% of the College of DuPage premium for this coverage, the Board may discontinue medical coverage for dependents.

- d. Any fee for COD premium payments for dependent coverage will be deducted from retirement payments, if any. Should coverage be continued after payments to the retiring employee cease, or any balance remains after deduction from payments, the employee will make annual contributions prior to the anniversary date of the retiree's retirement to the college's Human Resources Office to pay for the coming year's insurance premium.

In order to maintain eligibility for College of DuPage health insurance, employees and/or dependents must maintain continuous coverage. If coverage is dropped at any time including but not limited to nonpayment of premium, it may not be reinstated.

Additional Salary – Prospective Retiree

Retirement Window

A. Eligibility

An eligible retiree is one who meets the eligibility criteria for retiree medical benefits and, in addition:

1. Has completed a minimum of 25 years of consecutive benefited service with District 502.
2. Does not retire under any SURS (State Universities Retirement System) retirement plan which requires a financial contribution from College of DuPage.
3. Gives irrevocable written notice not prior to 42 months before retirement that the last day of employment will be within two years after meeting the eligibility criteria of a combination of the minimum age requirements to receive a SURS retirement annuity and a minimum of 25 years of consecutive benefited service with District 502. The two year window will end at the end of the fiscal year, two years subsequent to the beginning of eligibility for the window.
4. The College reserves the right, in its sole discretion, to limit the number of Union employees allowed to retire under these provisions in any one fiscal year, but in no case will less than five persons be allowed to retire. In the case where applicants submitting notice of retirement under this section exceed the limit, employees with the highest seniority as defined by the original hire dates will receive first preference. Any employee whose retirement is deferred by such limitation will be placed at the top of the list, in seniority order of those deferred, for eligibility the following year. Newly applied retirees will not be eligible until the previous list is cleared. For any employee whose retirement is deferred due to this limitation, the provisions of A.3 are also deferred.
5. Any Union employee who meets the eligibility criteria of A.3 and does not give notice of the last date of employment to be effective within two years of the occurrence of those dates will forfeit all eligibility for additional salary under this retirement window forever.
6. Any employee who gives proper notice while this plan is in effect for eligibility for medical and retirement window benefits of this plan will be bound by the terms of this current plan notwithstanding the fact that the provisions of any successor plan may provide similar or no such benefits.

B. Benefits Accorded Those Meeting Eligibility Guidelines for the Additional Salary

1. An eligible employee as outlined in A above shall receive total additional salary based on 50% of the base annual rate of pay as of the date of written retirement notice given to the College.
2. Employees who submit an irrevocable written notice of intention to retire shall receive an additional salary amount delivered in the last pay of the academic year of each year of employment after notice in any amount due under this section that does not cause the

- employee's annual salary to exceed a 6% increase from the previous academic year and therefore not cause a financial contribution from the College of DuPage.
3. In the final year of employment, if the retirement date creates a partial working academic year an additional salary amount delivered in the employees last pay in any amount due under this section up to 20% of the previous years salary can be added to the partial year as long as that amount does not cause the employee's partial years salary plus the 20% to exceed a 6% increase from the previous academic years total salary
 4. Under no circumstances can the total amount paid exceed the anticipated additional salary described above in B.1. Any balance due after the payments described in B.2 will be paid in three annual payments which may be given in either the September or January immediately following retirement, based on the retiree's election. Subsequent payments will be made each successive September until paid in full.
 5. If a Union employee who has elected retirement dies prior to retirement, no additional funds will be due under this plan. Upon the death of an employee subsequent to retirement, any sums payable will be paid to the estate of the decedent.
 6. The college neither represents nor assumes liability for the tax or SURS treatment of such additional salary.

Additional Salary Guidelines for Employees Retiring

Not later than two months following the first additional salary payment, the Union member will submit, in writing, a choice of a project and/or additional service (which is otherwise uncompensated) of reasonable scope that makes a positive contribution to the mission of the College. The proposed activities will occur during the period in which the additional salary is paid and while the Union member is still employed.

Life Insurance

The Community College District will provide and pay for the premium for \$5,000 in term life insurance for Union retirees meeting the above eligibility criteria.

Reemployment after Retirement

Once an employee retires from the College, there is a 60 day waiting period before reemployment may be considered. Employment may not equal or exceed a level which provides benefits for the employee. SURS places limits on earnings after you have retired with SURS.

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 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 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 Scholarship

Union members and their income tax dependents, and retired Union members and their dependents shall be eligible for tuition scholarships at College of DuPage. Students wishing to utilize the scholarship provided above shall be permitted to exercise their rights as described below. Up to \$50 in course fees will be waived for Internet delivered courses only.

Eligible students may register as follows:

- For Fall Semester, on the 20th day after new students are allowed to register.
- For Spring Semester or Summer term, on the 5th day after new students are allowed to register.

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 the office of Human Resources.

As provided under Board Policy #4210, 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 in the Office of Human Resources or from the supervisor.

Submit the completed form through the supervisor and to the authorized budget signator for your 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 \$1,700 per fiscal year (July 1 to June 30). Reimbursement may also be used for professional exam expenses such as Certified Public Accountant 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 \$200 of this amount may be used for job related professional dues or job related professional materials such as subscriptions.

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 Board Policy #4223 for job-related seminars and workshops.

An advance for tuition reimbursement is available if the tuition or fee is greater than \$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.

11L Professional Development Program

Upon employment, a Union employee may be eligible for an increase in salary by completing the following requirements:

1. File a job related Professional Development Program (PDP) with your supervisor and obtain approval from your supervisor on your plan. Courses which meet the definition for reimbursement under the Educational Development Program will qualify toward the Professional Development Program. Only classes finished after the PDP is on file in Human Resources are accepted towards the plan.
2. Upon satisfactory completion of 12 semester hours from the College or another regionally accredited institution of higher education, a 2% increase will be awarded within the next 4 pay periods.
3. Equivalent hours may be allowed if approved by the Classified Committee for Alternative Credit.
4. The amount of alternative credit will be determined by the Classified Committee for Alternative Credit consisting of two administrators and two classified members and will be allowed if approved by the Supervisor.
5. Employees must register for College of DuPage courses or other educational resources offered at the College prior to attending courses from other sources.
6. If an employee transfers to another position, receives a promotion or the position is reevaluated higher, a new personal development must be started, unless the supervisor of the new or reevaluated position certifies that the Personal Development Plan is still relevant by memo to the Human Resources Department. Employees may submit a written explanation to their supervisor supporting the relevance of the Personal Development Plan to the new or reevaluated position.
7. Employees may complete up to four personal development plans. The total combined value of all personal development plans may not exceed the range maximum by more than 8%.
8. Employees may not exceed the range maximum for their position by more than 2% for each personal development plan.
9. Credit may not be earned for any experience which involves release time from duties or involves remuneration from the College other than tuition waiver or reimbursement.
10. One Physical Education course per semester can be counted under wellness.

Limited to 2% increments and a total of 8% per employee.

11M Employee Assistance Program

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

11N Outstanding Service Award

After at least one year of service, Union employees will be eligible to be nominated for the Outstanding Service Award program.

Union employees who are selected will receive a \$500 award.

11O Summer Flex Time

The College operates on flexible work hours during the summer.

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

Employees are given an eight hour holiday on the Fourth of July. To cover the remaining 30 hour work week, employees may choose to not take six 15 minute breaks to equal 1.5 hours of "work time". A maximum of 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 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 9½ hour days.
2. Work four 8 hour days (32 hours) with vacation time (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 8 hour days (32 hours) with a 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 8½ hour days (34 hours) and one 4 hour day.
5. Work four regularly scheduled 8-hour days with a 6 hour day on the fifth 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 40 hours pay, two 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 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 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 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 9½ hour day for vacation or illness will be counted as 4¾ hours for these purposes and should be so reported.
5. Floating holidays are limited to 8 hours (prorated for benefited employees working 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.

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 Ranges

The specific wage ranges that shall be in effect for Public Safety Department employees covered by this Agreement appear in Appendix A of this Agreement.

13.2 Wage Increases

All employees promoted from one bargaining unit position to another shall move to the pay step closest to, but not less than, their current pay rate.

All newly hired Union employees hired after ratification shall be paid at the "Starting" wage rate for the appropriate year.

Retroactive to July 1, 2006 union employees current upon ratification shall have their hourly rates increased by 3%, creating a new wage scale identified as in Appendix A as "7/1/2006 to 6/30/2007". The steps of the scale shall not correspond to years of service.

Retroactive to July 1, 2007 union employees current upon ratification shall have their hourly rates increased by 3%, creating a new wage scale identified as "7/1/2007 to 6/30/2008."

On July 1, 2008 all hourly rates will be increased by 3%, creating a new wage scale identified as "7/1/2008 to 6/30/2009."

On July 1, 2009 all hourly rates will be increased by 3%, creating a new wage scale identified as "7/1/2009 to 6/30/10."

On July 1, 2010 all hourly rates will be increased by 3%, creating a new wage scale identified as "7/1/2010 to 6/30/2011."

No step increases and/or stipend payments are agreed to in the 2006-11 agreement, but should future agreements include them, it is agreed that steps and stipends are only awarded on the specific dates agreed to and only awarded if the employee has satisfactorily completed a full year of service measured on July 1 of each year. Employees who have received an unsatisfactory employee annual evaluation in any year and an unsatisfactory evaluation in a second review 90 days after the initial unsatisfactory review may be denied a step increase or stipend payment in the year subsequent.

13.3 Investigators

Officers who are designated by the Chief of Police, or his designee, to serve in the position of Investigator shall receive an additional compensation of twenty five cents (\$.25) per hour for every full hour serving in the position effective July 1, 2005.

ARTICLE XIV – 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 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 XV – ENTIRE AGREEMENT

15.1 Duration

The parties acknowledge that during the negotiations which resulted in the 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.

ARTICLE XVI – DURATION AND EXECUTION

Upon ratification this Agreement shall be in effect from the 1st day of July, 2006, through the 30th day of June 2011, 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, 2011, or the same date of any subsequent year, requesting that this Agreement be amended.

If in the event the contract expires and neither a new contract has been ratified nor the old contract renewed or rolled over, each employee of the Department will remain at his/her last hourly wage rate and receive the benefits under the expired contract. Only upon renewal or ratification of a new contract shall the employees receive a wage increase.

In witness thereof:
Board of Trustees

Illinois FOP Labor Council

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

Illinois FOP Labor Council

Date: _____, 2008

Date: _____, 2008

Karen V. Neely
Board Secretary

Date: _____, 2008

APPENDIX A**Salary Schedule****Sergeants**

	7/1/2006 to 6/30/2007	7/1/2007 to 6/30/2008	7/1/2008 to 6/30/2009	7/1/2009 to 6/30/2010	7/1/2010 to 6/30/2011
Starting	21.72	22.37	23.05	23.74	24.45
Step 1	22.58	23.25	23.95	24.67	25.41
Step 2	23.45	24.16	24.88	25.63	26.40
Step 3	24.37	25.10	25.85	26.63	27.43
Step 4	25.32	26.08	26.86	27.67	28.49
Step 5	26.31	27.10	27.91	28.75	29.61
Step 6	27.33	28.15	28.99	29.86	30.76
Step 7	28.40	29.25	30.13	31.03	31.96
Step 8	29.50	30.38	31.30	32.23	33.20
Step 9	30.65	31.57	32.52	33.50	34.50
Step 10	31.84	32.79	33.78	34.79	35.83

Patrol Officers

	7/1/2006 to 6/30/2007	7/1/2007 to 6/30/2008	7/1/2008 to 6/30/2009	7/1/2009 to 6/30/2010	7/1/2010 to 6/30/2011
Starting	19.22	19.80	20.39	21.00	21.63
Step 1	19.97	20.57	21.19	21.82	22.48
Step 2	20.74	21.37	22.01	22.67	23.35
Step 3	21.55	22.19	22.86	23.55	24.25
Step 4	22.39	23.06	23.76	24.47	25.20
Step 5	23.27	23.97	24.68	25.43	26.19
Step 6	24.17	24.90	25.65	26.42	27.21
Step 7	25.11	25.86	26.64	27.44	28.26
Step 8	26.10	26.88	27.69	28.52	29.38
Step 9	27.12	27.93	28.77	29.63	30.52
Step 10	28.17	29.02	29.89	30.78	31.71

Community Service Officers

	7/1/2006 to 6/30/2007	7/1/2007 to 6/30/2008	7/1/2008 to 6/30/2009	7/1/2009 to 6/30/2010	7/1/2010 to 6/30/2011
Starting	17.18	17.70	18.23	18.77	19.34
Step 1	17.72	18.25	18.79	19.36	19.94
Step 2	18.26	18.81	19.37	19.96	20.55
Step 3	18.83	19.39	19.98	20.57	21.19
Step 4	19.41	19.99	20.59	21.20	21.84
Step 5	20.01	20.61	21.23	21.87	22.52
Step 6	20.63	21.25	21.89	22.54	23.22
Step 7	21.26	21.90	22.55	23.23	23.93
Step 8	21.93	22.59	23.26	23.96	24.68
Step 9	22.60	23.28	23.97	24.69	25.43
Step 10	23.30	24.00	24.72	25.46	26.22

Dispatchers

	7/1/2006 to 6/30/2007	7/1/2007 to 6/30/2008	7/1/2008 to 6/30/2009	7/1/2009 to 6/30/2010	7/1/2010 to 6/30/2011
Starting	15.09	15.54	16.01	16.49	16.98
Step 1	15.55	16.02	16.50	17.00	17.51
Step 2	16.04	16.52	17.01	17.52	18.05
Step 3	16.53	17.03	17.54	18.06	18.61
Step 4	17.05	17.56	18.08	18.63	19.19
Step 5	17.57	18.10	18.64	19.20	19.78
Step 6	18.12	18.66	19.22	19.80	20.39
Step 7	18.67	19.23	19.81	20.41	21.02
Step 8	19.25	19.83	20.42	21.04	21.67
Step 9	19.86	20.45	21.07	21.70	22.35
Step 10	20.47	21.08	21.71	22.36	23.03

APPENDIX B

Letter of Agreement – Health Insurance

Effective November 1, 2007 and all dates subsequent, the College reserves the right to increase the co-pays and deductibles in the current health insurance coverage in accordance with the following:

Blue Cross Blue Shield of Illinois PPO+ Plan

1. Prescription Drug Card: not to exceed \$15 co-pay generic
\$30 co-pay for brand name

HMO Illinois Benefits

1. Prescription Drug Card:
not to exceed \$9 co-pay formulary
\$24 co-pay non-formulary & oral contraceptives \$112 self-administered injectables
2. Physicians Services (Office visits, well care, minor surgical procedures):
not to exceed \$15 deductible

The plans noted above are for illustrative purposes and reflect the current insurance carriers. Nothing in the Letter of Agreement is to be construed as impacting on the employer's right to choose insurance carriers.

This Letter of Agreement gives the employer the option of modifying the coverage as outlined above, it does not require the employer to make the agreed to changes on the date above or dates subsequent.

LETTER OF AGREEMENT

Six Month Schedule -- Trial Period

Whereas the College of DuPage and the Illinois Fraternal Order of Police Labor Council (FOP) are entering into a new collective bargaining agreement effective retroactively to July 1, 2006 through June 30, 2011, and

Whereas the FOP members have requested a schedule longer than the current 4 months to better plan their personal activities,

Therefore, it is agreed that for a period of calendar years 2009, 2010 and 2011 only:

8:10 Shift Assignments

The Union shall have the opportunity to provide input to the Chief, to include individual concerns around child care, education and other employment, on the selection of shifts; however, shift assignments shall be made in the sole discretion of the Chief or his designee.

Shifts for calendar years 2009 and 2010 shall be assigned with the next scheduled shift assignments in Fall 2008. The shifts for year 2011 shall be assigned Fall 2010. Shifts for years 2009, 2010 and 2011 only shall be six months in duration (Jan. -- Jun. July -- Dec.).

After the assignments for calendar years 2009, 2010 and 2011 this Letter of Agreement shall expire and this language of this Letter of Agreement sunsets and the parties shall revert to the language in the collective bargaining agreement, unless an extension of this six-month scheduling is mutually agreed upon in writing.

Agreed:

Date: _____

Illinois Fraternal Order of Police

College of DuPage

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (hereinafter, "Memorandum of Agreement") is entered into this _____ day of April 2008, by and between the Board of Trustees of College of DuPage, its officers, employees, agents, attorneys and any other representatives (hereinafter the "**College**"), and the Illinois Fraternal Order of Police Labor Council (the "**FOP**"), its officers, employees, agents, attorneys and any other representatives.

WHEREAS, the **FOP** is the exclusive bargaining representative for the **College's** Public Safety Department;

WHEREAS, the **FOP** filed Demands for Grievance Arbitration with the Federal Mediation and Conciliation Service, Case Nos. 07-53265 and 07-55869 (hereinafter the "Grievance Arbitrations");

WHEREAS, the **FOP** filed Unfair Labor Practice Charges with the Illinois Educational Labor Relations Board, Case Nos. 2007-CA-0003-C, 2007-CA-0040-C, and 2007-CA-0041 -C (hereinafter the "Charges");

WHEREAS, the **College** has and continues to deny the allegations in the Grievance Arbitrations and the Charges in their entirety.

WHEREAS, the **College** and the **FOP** have reached an agreement as to the successor Collective Bargaining Agreement (hereinafter "CBA") for the period of July 1, 2006 through June 30, 2011.

WHEREAS, the **FOP** and the **College** now desire to resolve and settle all of the claims, disputes, causes of action and controversies alleged in the Grievance Arbitrations, the Charges and otherwise, with the ratification of the successor CBA.

WHEREAS, the **College** and the **FOP** have agreed that the terms of this **Memorandum of Agreement** will be applied on a non-precedential basis.

NOW THEREFORE, in consideration of the execution of this Agreement by each of the parties hereto and the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other party, the parties hereby agree as follows:

1. **Incorporation of Recitals**: The foregoing recitals shall be considered a part of this Agreement and shall be binding upon the parties hereto.

2. **Non-Admission of Liability:** The **FOP** acknowledges and agrees that the **College's** resolution and settlement of all claims and disputes, its entry into this **Memorandum Agreement** or any of the terms thereof, shall not constitute an admission of any alleged contract violation, unfair labor practice or any other liability on the part of the **College**.

3. **Settlement Consideration:** In consideration and exchange for the covenants and promises made by the **FOP** in paragraphs 4 through 5 of this Agreement, the **College** hereby agrees:
 - (a) To calculate and award retroactive pay increases to all current bargaining unit members from July 1, 2006 to through the date the successor CBA was ratified.

 - (b) To calculate and award retroactive pay increases for two (2) former bargaining unit members who have separated from employment with the **College** for the period from July 1, 2006 through each employee's date of separation. The names of the former employees and the dates of separation are as follows:
 - i. Rodney Hampton - Date of Separation: December 12, 2006;
and
 - ii. David Canon - Date of Separation: February 2, 2008.

 - (c) The **College** will provide the payments described in paragraphs 3 (a) and (b) within thirty (30) days after ratification of the successor CBA and the execution of this Agreement by the **FOP**, and the entry of an Order, or the equivalent of an Order, withdrawing/dismissing the Demand for Arbitrations, Case Nos. 07-53265 and 07-55869, and the entry of an Order withdrawing/dismissing the Unfair Labor Practice Charges, 2007-CA-0003-C, 2007-CA-0040-C, and 2007-CA-0041-C.

4. **Release of Claims Raised in the Grievance Arbitrations and the Charges:** In consideration of the monies, covenants and promises made by the **College** pursuant to this **Memorandum of Agreement**, the **FOP** fully and completely waives, releases, and forever discharges the **College** from any and all claims, charges, actions, causes of action, damages, attorneys' fees, allegations or demands asserted in the Grievance Arbitrations and/or the Charges. The **FOP** does not waive any future claims based on facts arising outside of those asserted in the referenced

Grievance Arbitrations and Charges. In addition, and as a condition precedent to the current bargaining unit members and the two (2) former bargaining unit members' receipt of the consideration described paragraph 3 of this **Memorandum of Agreement**, the **FOP** agrees to immediately and voluntarily dismiss/withdraw the Grievance Arbitrations and the Charges with prejudice.

5. **Non-Precedential Effect:** This **Memorandum of Agreement** will not set a precedent and will not be used or otherwise admitted or referred to in any subsequent administrative, arbitration, or judicial proceeding, accept to enforce its terms.
6. **Acknowledgement:** By their signatures, the parties agree that they have consulted with legal counsel and that they have authority to execute this **Memorandum of Agreement** Further, the parties agree that the effect of this **Memorandum of Agreement** is based on the mutual ratification of the successor CBA for the period of July 1, 2006 through June 30, 2011.
7. **Severability:** If any of the provisions, terms and clauses of this Agreement are declared illegal, unenforceable, or ineffective in a legal forum with competent jurisdiction to do so, those provisions, terms and clauses shall be deemed severable, and ail other provisions, terms and clauses of this Agreement shall remain valid and binding upon all the parties hereto.
8. **Conforming Copies:** This **Memorandum of Agreement** may be signed in counterparts.
9. **Effective Date:** This **Memorandum of Agreement** is effective immediately upon execution by the authorized representatives of the **College** and the **FOP** as set forth below.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of April, 2008.

Dated: April _____, 2008

College of Dupage

By: _____

Its: _____

Dated: April _____, 2008

**Illinois Fraternal Order of Police Labor
Council**

By: _____

Its:

LETTER OF AGREEMENT

FAMILY HEALTH INSURANCE PREMIUMS

**AGREEMENT BETWEEN
THE BOARD OF TRUSTEES OF COLLEGE OF DUPAGE
AND
ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL
July 1, 2006 through June 30, 2011**

11A Health Insurance

Upon employment the College will make available a Medical plan with benefits described in the College Comprehensive Group Benefits Plan. All full-time benefited members of the Union shall be afforded the same Plan as afforded the full-time benefited Classified employees. Union employees taking Medical Health Insurance have the option of picking up Dental/Vision coverage also.

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.

Employee Contribution

- A. A Medical/Dental/Vision insurance plan will be provided for unit members, with a unit member contribution of four percent (4%) of the actual single premiums for the plans and options chosen by the unit member.
- B. A Medical/Dental/Vision insurance plan will be provided for eligible dependents of unit members. Member's contributions shall be a percentage of the actual family premiums for the plans and options chosen.

Effective May 1, 2009, member contributions for family coverage shall be 13% of premiums.

Those employees wishing to obtain dependent coverage must apply within 31 calendar days of becoming employed or reaching benefited status. New dependents may be added to coverage within 31 calendar days of a major life change (marriage, birth, etc.) or during open enrollment period each October.

Payroll deduction for the shared premium is taken the first two pay periods of each month. There is no proration of premium cost at either the starting or termination date of employment.