

AGREEMENT

Between

**JOLIET JUNIOR COLLEGE
Community College District No. 525**

And

**JOLIET JUNIOR COLLEGE
POLICE OFFICERS**

And

Illinois Fraternal Order of Police Labor Council

2010-2013

TABLE OF CONTENTS

Preamble	
ARTICLE 1 - RECOGNITION	1
ARTICLE 2 - MANAGEMENT RIGHTS	1
ARTICLE 3 - NON-DISCRIMINATION	2
Section 3.1 - Prohibition Against Discrimination	2
Section 3.2 – Gender	2
ARTICLE 4 - DUES DEDUCTION AND FAIR SHARE	2
Section 4.1 - Dues Deduction	2
Section 4.2 - Fair Share	3
Section 4.3 – Indemnification	3
ARTICLE 5 - GRIEVANCE PROCEDURE	3
Section 5.1 - Definition of a Grievance	3
Section 5.2 – Procedure	3
Section 5.3 – Arbitration	4
Section 5.4 - Limitation on Authority of Arbitrator	5
Section 5.5 - Time Limit for Filing	5
ARTICLE 6 - LABOR/MANAGEMENT CONFERENCE	6
Section 6.1 - Labor/Management Meetings	6
Section 6.2 - Attendance at Labor/Management Meetings	6
ARTICLE 7 - PERSONNEL FILES	6
ARTICLE 8 - PROBATION, SENIORITY, TRANSFER, AND PROMOTION	7
Section 8.1 – Probation	7
Section 8.2 – Seniority	7
Section 8.3 – Transfer	8
Section 8.4 – Promotion	8
ARTICLE 9 - LAYOFF AND RECALL	9
Section 9.1 – Layoff	9
Section 9.2 – Recall	9
ARTICLE 10 - DISCIPLINE AND DISCHARGE	9
Section 10.1 - Discipline and Discharge	9
Section 10.2 - Pre-disciplinary Meeting	10
Section 10.3 – Uniform Peace Officers’ Disciplinary Act/ Weingarten Rights	10

Section 10.4 – Removal of Discipline.....	10
ARTICLE 11 - HOURS OF WORK AND OVERTIME	10
Section 11.1 - Application of Article.....	10
Section 11.2 - Normal Workday and Shift.....	10
Section 11.3 - Changes in Normal Work Day	11
Section 11.4 – Overtime	11
Section 11.5 - Call Back	11
Section 11.6 - Court Time.....	12
Section 11.7 - Compensatory Time	12
Section 11.8 - Emergency Closing.....	12
Section 11.9 - No Pyramiding.....	13
Section 11.10 -Officer in Charge	13
ARTICLE 12 - EMPLOYEE TRAINING AND DEVELOPMENT.....	13
Section 12.1 - Basic Training.....	13
Section 12.2 - Required Training.....	13
ARTICLE 13 – HOLIDAYS	14
Section 13.1 – Eligibility	14
Section 13.2 – Holidays	14
Section 13.3 - Holiday Pay	14
ARTICLE 14 - SICK LEAVE	15
Section 14.1 – Eligibility	15
Section 14.2 - Accrual and Procedures	15
Section 14.3 - Permitted Uses.....	15
Section 14.4 - Sick Leave Eligibility	15
Section 14.5 - Additional Sick Leave Request	16
ARTICLE 15 - LEAVES OF ABSENCE	16
Section 15.1 – Eligibility	16
Section 15.2 - Injury Leave.....	16
Section 15.3 - Personal Leave.....	16
Section 15.4 - Jury Leave.....	17
Section 15.5 - Bereavement Leave	17
Section 15.6 - Military Leave	17
Section 15.7 - Family Medical Leave.....	17
ARTICLE 16 - MEDICAL BENEFITS AND INSURANCE	18
Section 16.1 – Eligibility	18
Section 16.2 - Health Insurance	18
Section 16.3 - Cost Containment	18
Section 16.4 - Life Insurance	18
Section 16.5 - Master Agreement	18
Section 16.6 - Adjustment of Benefits.....	19

Section 16.7 - Flexible Benefit Plan	19
ARTICLE 17 – VACATION	19
Section 17.1 – Eligibility	19
Section 17.2 - Scheduling of Vacation	19
Section 17.3 - Vacation Pay	19
Section 17.4 - Carry-over of Vacation	20
ARTICLE 18 - TUITION WAIVER.....	20
ARTICLE 19 – UNIFORMS.....	20
Section 19.1 - Uniforms Reimbursement.....	20
Section 19.2 - Body Armor	21
Section 19.3 - Replacement of Personal Property	21
ARTICLE 20 - EVALUATION AND SUPERVISION.....	21
ARTICLE 21 – SUBCONTRACTING	21
ARTICLE 22 – COMMUNICATIONS	22
Section 22.1 - Union Meetings	22
Section 22.2 - Bulletin Board.....	22
Section 22.3 - Notification of College Board Meetings	22
Section 22.4 - College Board Notification in Change of Personnel ..	22
Section 22.5 - Notification of Bargaining Unit Positions	22
Section 22.6 - Council Activity During Working Hours	23
ARTICLE 23 - WAGES AND OTHER COMPENSATION.....	23
Section 23.1 – Salaries.....	23
Section 23.2 - Training Instructor	26
Section 23.3 - Emergency Medical Technician	26
Section 23.4 – Specialty Stipends.....	26
ARTICLE 24 - OUTSIDE EMPLOYMENT	27
ARTICLE 25 - SUBSTANCE ABUSE TESTING AND REHABILITATION	30
Section 25.1 - Statement College Policy.....	30
Section 25.2 – Prohibitions	30
Section 25.3 - Drug and Alcohol Testing Permitted.....	30
Section 25.4 - Order to Submit to Testing	31
Section 25.5 - Tests to be Conducted.....	31
Section 25.6 - Right to Contest	32
Section 25.7 - Voluntary Requests for Assistance.....	32
Section 25.8 – Discipline	33

ARTICLE 26 - SPECIAL EVENT DUTY	34
ARTICLE 27 - FITNESS FOR DUTY	34
Section 27.1 - Statement of Policy.....	34
Section 27.2 - Medical/Psychological Examinations.....	34
ARTICLE 28 - NO STRIKE	35
Section 28.1 - No Strike.....	35
Section 28.2 - Discipline of Strikers	35
Section 28.3 - No Lockout	35
Section 28.4 - Judicial Restraint	35
ARTICLE 29 - ENTIRE AGREEMENT	35
ARTICLE 30 - SAVINGS CLAUSE	36
ARTICLE 31 – DURATION AND TERM OF AGREEMENT.....	36
ARTICLE 32 – REOPENER CLAUSE FOR LOCAL AREA WAGES AND BENEFIT COSTS.....	37
CONTRACTUAL AGREEMENT.....	38
APPENDIX A GRIEVANCE FORM	

PREAMBLE

The Board of Trustees of Community College District No. 525, Counties of Will, Grundy, Kendall, LaSalle, Kankakee, Livingston, and Cook, State of Illinois (also known as Joliet Junior College), hereinafter referred to as the “Board”, the “Employer”, or the “College”, hereby recognizes the *Illinois Fraternal Order of Police Labor Council* (hereinafter referred to as the “Union or Council.”)

It is the intent and purpose of this Agreement to set forth herein rates of pay, hours of employment, fringe benefits, establish standards for discipline, and other conditions of employment in accordance with the Illinois Educational Labor Relations Act; and to provide procedures for the prompt and peaceful adjustment of grievances.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1 Recognition

The Employer hereby recognizes the Council as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on all matters relating to wages, hours and all other terms and conditions of employment for all employees in the bargaining unit as follows:

All Level I Part-time Campus Police and Safety Officers (less than forty (40) hours per week), Level II Full-time Patrol Officers, Level III Full-time Campus Police and Safety Officers. Excluding the Chief of Police, Watch Commander, Temporary Employees (not to exceed forty-five (45) continuous days), student employees, supervisors, managerial employees, and confidential employees.

ARTICLE 2 Management Rights

The Board on its own behalf and on behalf of the electors of the district hereto retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by administrative directives, the law, and constitution in the State of Illinois and of the United States of America.

Except as specifically limited by the express provisions of this Agreement, the Employer retains all traditional rights to manage and direct the affairs of the Employer in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine all the operations and service, of the Employer; to supervise and direct the working forces; to make lawful appointments; to establish the qualifications for employment and to employ employees; to schedule and assign work; to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to make, alter and enforce reasonable rules, regulations, orders and policies; to evaluate employees; to discipline, suspend and discharge employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; to carry out the mission of the Employer provided, however, that exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE 3 Non-Discrimination

Section 3.1 Prohibition Against Discrimination

The Board and/or the Union will not discriminate against any employee covered by this Agreement because of race, sex, age, religion, national origin, marital status, gender orientation, parental status, veteran status, citizenship, disability, or union membership. If there is an available remedy through a state or federal agency, then any such complaint shall not be subject to the grievance or arbitration procedure.

Section 3.2 Gender

The use of the masculine pronoun in this document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

ARTICLE 4 Dues Deduction and Fair Share

Section 4.1 Dues Deduction

Upon receipt of a written and signed authorization form from an employee; the Employer shall deduct the amount of Labor Council dues and initiation fees, if any, set forth in such form and any authorization increase therein, and shall remit such deduction along with a list of names and the amounts from whom deductions have been made each pay period to the Illinois Fraternal Order of Police Labor Council at the address designated by the Labor Council in accordance with the laws of the State of Illinois. The Labor Council shall advise the Employer of any increase in dues, at least thirty (30) days prior to its effective date on an annual basis.

Section 4.2 Fair Share

During the term of this Agreement, employees covered by the terms of this Agreement who are not members of the Council shall, commencing thirty (30) days after their employment or thirty (30) days after the effective date of this Agreement, whichever is later, pay a fair share fee to the Council for collective bargaining and labor agreement services rendered by the Council. Such fair share fees shall be deducted by the Employer from the earnings of non-members and remitted to the Council. The Council shall submit to the Employer a list of members covered by this Agreement who are not members of the Council and an affidavit which specifies the amount of the fair share fee.

Any employee objecting to the fair share fee based upon bona fide religious tenets or teaching of a church or religious body of which such employee is a member shall pay an amount equal to the fair share fee to a non-religious charitable organization. Such organization shall be mutually agreed upon by the employee and the Union, or in the absence of such agreement, to an organization on the approved list of charitable organizations established by the Illinois Educational Labor Relations Board.

Section 4.3 Indemnification

The Union agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken or not taken by the Board in complying with the provision of Article 4 of this Agreement including reimbursement for any legal fees or expenses incurred in connection therewith.

ARTICLE 5 Grievance Procedure

Section 5.1 Definition of a Grievance

A grievance is any dispute or difference of opinion raised by an employee or the Council against the Employer involving the meaning, interpretation or application of the provisions of this Agreement.

Section 5.2 Procedure

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

Step One: Chief of Police

Any employee or the Union who has a grievance shall submit the grievance in writing *on the form attached as Appendix A* to the Chief of Police, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a draft statement of facts, the provision or provisions of this Agreement that are alleged to have been violated, and the relief requested. All grievances must be presented no later than ten (10) business days from the date of the occurrence of the matter giving rise to the grievance or within ten (10) business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. The Chief of Police shall render a written response to the grievance within ten (10) business days after the grievance is presented. If the grievance is settled at this step, the settlement will be reduced to writing.

Step Two: Vice President or Designee

If the grievance is not settled at Step 1, and the employee and or the Union wishes to appeal the grievance at Step 2 of the grievance procedure, it shall be submitted in writing, within ten (10) business days after receipt of the grievance, designated as a “grievance,” to the Vice-President or his Designee. The Vice-President shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within ten (10) business days of receipt of the grievance with the grievant and or a Union representative. If no settlement of the grievance is reached, the Vice-President or his Designee shall provide a written answer to the grievant and or the Union within ten (10) business days following the receipt of the grievance. If the grievance is settled at this step, the settlement will be reduced to writing.

Step Three: President or Designee

If the grievance is not settled at Step 2, and the grievant or the Union desire to appeal, it shall be referred by the grievant and/or the Union in writing to the President of the College or his designee within ten (10) business days after receipt of the Vice-President’s or his designee’s answer or when the answer was due in Step 2. Thereafter, the President of the College or his designee shall meet with the grievant and Union representative within ten (10) business days of receipt of the Union’s appeal. If no agreement is reached, the President of the College or his designee shall submit a written answer to the Union within ten (10) business days following receipt of the grievance. If the grievance is settled at this step, the settlement will be reduced to writing.

Section 5.3 Arbitration

If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance from Step 3 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, within ten (10) business days of the receipt of the President or his designee’s written answer or when such answer was due; as provided to the Union at Step 3.

The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said five (5) day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators, pursuant to its Labor Arbitrator Rules. The parties shall determine by the toss of a coin who shall strike first, then alternately strike names one at a time until one arbitrator is selected.

1. The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of the Union and the College representatives.
2. The College and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The College and the Union retains the right to employ legal counsel.
3. The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
4. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.
5. The fees and expenses of the arbitrator and the cost of written transcripts, if any, shall be divided equally between the College and the Union; provided, however that each party shall be responsible for compensating its own representative and witnesses.

Section 5.4 Limitation on Authority of Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws or of rules and regulations of administrative bodies that have the force and effect of law. Any decision or award of the arbitrator rendered within the limitations of this Section shall be final and binding upon the College, Union and Employees covered by this Agreement.

Section 5.5 Time Limit for Filing

No grievance shall be entertained or processed unless it is submitted at Step 1 within ten (10) business days after the occurrence of the event giving rise to the grievance or within ten (10) business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. A “business day” is defined as a calendar day exclusive of Saturdays, Sundays, or holidays.

ARTICLE 6
Labor/Management Conference

Section 6.1 Labor/Management Meetings

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between local representatives (FOP Labor Council representative as may be required) and responsible representatives of the Employer. Such meetings may be requested at least seven (7) days in advance, or less if necessary, by either party by placing in writing a request to the other a “labor-management conference” and expressly providing the agenda for such meeting. Such meetings, which shall not exceed four (4) annually unless mutually agreed by the parties, shall be limited to:

- A. Discussion on the implementation and general administration of this agreement;
- B. A sharing of general information of interest to the parties;
- C. Notifying the Union of changes in non-bargaining conditions of employment contemplated by the Employer that may affect employees.

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at “labor-management conferences”, nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 6.2 Attendance at Labor/Management Meetings

Attendance at Labor/Management meetings shall be voluntary on the employee’s part. The Chief of Police or his designee may approve attendance for bargaining unit members at regular pay, during working hours, subject to the staffing needs of the Department. When staffing needs permit, up to two (2) bargaining unit members shall be allowed to attend in paid status. For purposes of this section, paid status shall mean members who are on duty at the time the meeting is being conducted. Members who are not on duty at the time of the meeting shall not be paid for their attendance.

ARTICLE 7
Personnel Files

The Employer agrees to comply with the Personnel Records Review Act, *820 ILCS 40/0.01 et seq.* No evaluative material shall be placed in an employee’s personnel file unless the employee receives a copy of such material and notification that said material is being placed in his/her file. The employee shall acknowledge receipt of such copy. No evaluative material shall be the basis of, or a contributing factor in, a disciplinary proceeding if such material is dated eighteen (18) months or more prior to the disciplinary action unless the events described in such material have been the subject of additional materials placed in the employee’s files or unless a pattern of sustained infractions exists by the employee.

ARTICLE 8
Probation, Seniority, Transfer, and Promotion

Section 8.1 Probation

Employees shall be placed in appropriate classification for the purpose of application of rate of wages. Full-time or part-time employees, hired into bargaining unit positions, are subject to a probationary period of twelve (12) months inclusive of successful completion of necessary training, if so required. An employee's probationary period may be extended for up to six months upon documented performance or disciplinary issues. If an employee is on any authorized unpaid leave during the probationary period, the probationary period may, at the employer's discretion, be extended for a time equal to the time off on leave. During said probationary period, the employee shall demonstrate ability and demeanor satisfactory to the employer.

During an employee's probationary period, the employee may be disciplined, suspended, relieved of duty, or terminated, at the sole discretion of the Employer. No grievance or arbitration shall be presented or entertained in connection with the discipline, suspension, relief of duty, or termination of a probationary employee.

No employee shall acquire seniority rights until the probationary period shall be completed. If the employee remains in the employ of the Board beyond that time the employee shall have position/grade seniority dated from the first day of employment in the bargaining unit. If more than one employee is hired on any one day the employee ranked highest in the eligibility list shall be most senior.

Section 8.2 Seniority

Three kinds of seniority are recognized by this Agreement.

- A. College seniority shall start from the most recent hire date at the College, unless a Termination of Seniority event has occurred as defined in section 8.2. Employees hired into the bargaining unit who have continuous prior full-time employment in another position within the College shall have the total of such continuous seniority maintained for vacation and sick leave accrual purposes only.
- B. Department seniority shall date from the date of original or most recent entry into the bargaining unit.
- C. Rank seniority starts from the date of most recent entry into a position covered by this Agreement.

Seniority shall be terminated if the employee:

- A. Resigns.

- B. Is discharged for just cause (just cause not required for probationary employee)
- C. Retires.
- D. Fails to report to work at the conclusion of an authorized leave of absence or vacation unless prevented by a verifiable emergency.
- E. Is laid off and fails to report for work after the established date for the employee's return to work pursuant to a recall notice under Section 9.2.
- F. Is on unpaid status for a period in excess of twelve (12) months; provided, however, this provision shall not be applicable to absences due to military service, established work-related injury compensable under worker's compensation disability pension, or a layoff where the employee has recall rights. Seniority shall no longer accrue after completion of the twelfth (12th) month of unpaid status.
- G. Is absent for more than two days without notifying the Employer unless prevented by a verifiable emergency.

Section 8.3 Transfer

The Employer retains the right to enact transfers from one assignment to another, from one shift to another or one location to another as best suits the needs of the Employer. Effort shall be made to offer or enact such transfers based on employee seniority.

Section 8.4 Promotion

Whenever the Employer desires to conduct a promotional process for a position covered by this agreement, a notice of such vacancy shall be posted on the Union bulletin boards for a minimum of ten (10) working days. During this period, employees who wish to apply for this vacancy may do so by submitting a written letter of intent to participate in the process, along with any other documentation required in the posting. The letter and accompanying paperwork shall be submitted to the Chief of Police or his designee.

It is agreed that the testing of applicants shall be a prerequisite to the promotional process. A passing grade shall be established and announced prior to the start of the process and will be considered as a part of the applicant's qualifications. The Employer shall consider the applicant's rank seniority in his current position, together with qualifications in selecting the applicant for the promotion.

ARTICLE 9 Layoff and Recall

Section 9.1 Layoff

The Employer, at its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this Agreement will be laid off in accordance with their length of service beginning with the least senior employee.

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

Section 9.2 Recall

Employees who are laid off shall be placed on a recall list for a period of fifteen (15) calendar months following layoff or as required by law, whichever shall be the longer. If there is a recall, employees who are on the recall list shall be recalled, in the inverse order of their layoff. Employees who are eligible for recall shall be given seven (7) calendar days notice of recall. Notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union, providing that the employee must notify the Chief of Police or his designee of his intention to return to work within three (3) calendar days after receiving notice of recall. The employee shall be expected to return to work within forty-eight (48) hours after sending such notice of intent. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Chief of Police or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice his name shall be removed from the recall list.

ARTICLE 10 Discipline and Discharge

Section 10.1 Discipline and Discharge

The parties recognize the principles of progressive discipline where appropriate.

Disciplinary action or measures may include the following:

- Oral reprimand
- Written reprimand
- Suspension
- Demotion
- Discharge

The Employer reserves the right to impose a level of discipline appropriate to the conduct at issue for serious offenses without regard to whether prior less serious disciplinary actions have been taken. The Union shall be notified of any discipline imposed upon any member inclusive of member's identity and the description of the discipline within five (5) business days. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure.

Section 10.2 Pre-disciplinary Meeting

For discipline other than oral and written reprimands, prior to notifying the employee of the contemplated discipline to be imposed, the Employer shall meet with the employee involved and inform the employee of the reason for such contemplated discipline including any names of witnesses and copies of pertinent documents. The employee shall be informed of his rights to Union representation and shall be entitled to such, if so requested by the employee, and the employee and Union representative shall be given the opportunity to rebut or clarify the reasons for such discipline.

Section 10.3 Uniform Peace Officers' Disciplinary Act/ Weingarten Rights

Employer agrees that the Uniform Peace Officers' Act and NLRB v. Weingarten apply and are hereby incorporated by reference.

Section 10.4 Removal of Discipline

Upon the written request of the employee, the College shall remove all oral warnings and written reprimands from the employee's personnel file after eighteen (18) months if there has been no additional discipline greater than the discipline imposed. Written reprimands relating to harassment, discrimination, assault, battery, workplace violence or substance abuse are excluded from these removal provisions. The College may retain any written reprimands so removed in a separate file for the purpose of any civil litigation in which the College may be involved.

ARTICLE 11 Hours of Work and Overtime

Section 11.1 Application of Article

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

Section 11.2 Normal Workday and Shift

The normal workday shall be eight (8) hours exclusive of an unpaid lunch period of thirty (30) minutes, but shall include two (2) fifteen (15) minute breaks, subject to work duties. The Board

shall seek to adjust schedules where possible so as to maximize the likelihood that the lunch period shall be uninterrupted.

Section 11.3 Changes in Normal Work Day

As a condition of employment, all personnel accept a consecutive five (5) days to include Saturday as regular pay when their assignment requires them to work this schedule. Assignments will be made according to seniority or by employee request. All employees, except those working on his/her normally scheduled shift, will be paid double time for all time worked on Sunday, provided there shall be no pyramiding of overtime. Employees will be notified ten (10) working days prior to a change in work week.

Section 11.4 Overtime

Overtime shall be offered to full-time bargaining unit members first on a Department seniority basis regardless of rank unless there is a specific need to fill the overtime based upon rank. In such cases where this specific need arises, rank seniority shall be utilized. The Employer has the sole authority to authorize and request overtime assignments.

A seniority list shall be maintained to track overtime. When an overtime position becomes available the most senior member shall be contacted for the available overtime. An agreement to or a refusal for the available overtime shall be considered an offer to work and the members name will be checked off. Failure to contact the employer within ten minutes of a request to work overtime shall be considered a refusal and the member's name shall be checked off. When the next available overtime opportunity arises, the next most senior member on the list, not checked off, shall be contacted and further calls for the available overtime shall continue down the seniority list as necessary. When the end of the seniority list has been reached contacts shall continue at the top of the seniority list. This process shall continue in a cyclical format. In occurrences where there was a specific need to fill overtime based upon the need for a higher rank, that individual will be considered checked off and skipped over for the next available overtime in order to keep all opportunities to work overtime balanced. If no bargaining unit member accepts the overtime assignment or if insufficient members accept an assignment the Chief may use non-bargaining unit members or outside contractual services to fill the manpower need for the assignment.

Overtime pay shall be in accordance with the federal Fair Labor Standards Act and any other applicable statute.

Section 11.5 Call Back

The term "call back" is defined as a work assignment (which may include but not limited to training, emergencies and mandatory staff meetings) which does not immediately precede or follow an employee's normal shift. "Call back" shall not be applicable if an officer is required to report to the station to complete work which the officer failed to properly complete during their regular tour of duty, which immediately preceded the call back.

Employees reporting back to work under the definitions of “call back” shall be compensated at a minimum of three (3) hours pay or actual hours worked, whichever is the greater, at time and one half.

Section 11.6 Court Time

For each hour worked in a duty-related court appearance outside their hours of work (i.e. hours not during their normal shift or on a day not regularly scheduled), employees covered by this Agreement shall be compensated at a minimum of three (3) hours or for all hours worked, whichever is the greater, at the rate of time and one half of the employee’s regular rate of pay.

Section 11.7 Compensatory Time

The employer may, at his discretion, offer employees the option of accruing up to a maximum of two hundred and forty (240) hours of compensatory time in lieu of overtime pay. The employee may request compensatory time in lieu of overtime payment, and the decision to allow compensatory time or pay overtime is subject to the Employer’s sole discretion. While employee wishes will be considered, the scheduling of compensatory time shall be subject to the paramount needs of the Department as determined by the Chief of Police, or his designee. The scheduling of compensatory time shall not adversely affect the department, and shall not be unreasonably denied.

Members may use accrued compensatory time through September 15th after the end of the fiscal year in which it was earned. Compensatory time accrued in one fiscal year but used in the next, shall be paid at the salary rate that was in effect at the time it was earned.

On approximately October 1st of each year, compensatory time accrued in the prior fiscal year, but not used by September 15th shall be paid to the employee at the salary rate in effect at the time it was earned.

Section 11.8 Emergency Closing

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

- A. Employees covered by this Agreement will be required to report to work and/or remain at work as scheduled, and may be required to work additional hours.
- B. Employees will make every reasonable effort to report to work regardless of the weather, or other emergency circumstances.
- C. An emergency situation at one campus location shall not necessarily affect employees at any other location.
- D. Employees who are required to work during any such closings shall be compensated at their regular rate of pay plus an additional hour and a half of compensatory time for each hour worked.

- E. For purposes of this section only, a closing shall begin at the time the College is declared closed by the President or his or her designee, and shall end when the College next opens for regular business or classes.

Section 11.9 No Pyramiding

Compensation shall not be paid or compensatory time taken more than once for the same hours under any provision of this Article or Agreement. No pyramiding of any benefits covered under this Agreement is allowed.

Section 11.10 Officer in Charge

On any shift where there is an absence of an officer of higher rank than patrol officer, an Officer in Charge shall be designated. When an employee is assigned to act as an appointed officer in charge during a patrol shift, the employee shall receive \$1.65 per hour for each hour that the employee acts in that capacity. The designation of Officer in Charge shall be made by the Chief of Police or designee. Department seniority shall be considered when making those assignments, but shall not be the sole determining factor.

**ARTICLE 12
Employee Training and Development**

Section 12.1 Basic Training

The Employer shall provide basic training, if required, for newly hired employees within the time frame as established by state law.

If employees covered by this Agreement are sent for training at the Police Academy, the Employer will advance the non-personal costs (tuition and room and board) associated therewith. Each employee so sent who voluntarily resigns employment with the College will reimburse the Employer for such expenses not reimbursed to the Employer by the State at a rate of 75% of such expenses if the employee resigns within one year of the training; 50% if within two years of the training; 25% if within three years of the training; after three years, no reimbursement.

Section 12.2 Required Training

Training, other than basic training covered in Section 12.1, or study courses required of an employee, recommended by the Chief of Police or his designee shall be fully funded by the Employer.

Members attending training shall be reimbursed for travel and meals based on JJC Board Procedure 2.17.1.

ARTICLE 13
Holidays

Section 13.1 Eligibility

The following benefits are available only to full-time employees covered by this Agreement. However, should part-time employees actually work on a holiday and otherwise meet the eligibility requirements for holiday pay; they shall receive time and one-half holiday pay.

Section 13.2 Holidays

Holidays within the meaning of this Agreement shall be fourteen (14) days during each calendar year of the contract. In the event the Board declares any holiday other than those listed below, it shall be considered a holiday under this Agreement.

Independence Day	New Year's Eve Day
Labor Day	New Year's Day
Veteran's Day	Martin Luther King's Birthday
Thanksgiving Day	Presidents Day
Day after Thanksgiving	Memorial Day
Christmas Eve Day	Good Friday
Christmas Day	Floating Holiday*
Day after Christmas	<u>Floating Holiday**</u>

*applicable only to full-time employees with five or more year's continuous service with the college

****applicable only to full-time employees with fifteen or more year's continuous service with the college**

Full-time employees covered by this Agreement shall receive their regular rate of pay for the equivalent of an eight (8) or ten (10) hour period on each of the holidays so listed above dependent on employees work schedule.

Section 13.3 Holiday Pay

Full-time employees covered by this Agreement if scheduled to work on the actual holiday, and do so, shall be compensated at their regular pay rate, plus a holiday premium of time and one-half for those hours actually worked.

A full-time employee whose regularly scheduled day off falls on a holiday shall not receive holiday pay, but, instead, shall receive a replacement holiday. Use of the replacement holiday shall be by mutual agreement of the Employer and the employee.

Full-time employees scheduled to work on a holiday, but not required to by the Employer, shall receive holiday pay (time and one-half) only.

Qualifications for holiday pay shall require that an employee work on his/her scheduled job the day prior to and the first scheduled day after the holiday, unless the employee has been excused by the Employer.

ARTICLE 14

Sick Leave

Section 14.1 Eligibility

The following benefits are available only to full-time employees covered by this Agreement.

Section 14.2 Accrual and Procedures

Each employee shall accrue sick leave with pay at a rate of one and one-sixty-seventh (1.67) working days per month of service, equal to twenty (20) sick days per year. The accrued sick leave shall be retroactive to each employee's employment starting date with the Employer, provided sick leave shall not be taken during the first sixty (60) days of employment.

Unused sick leave may accumulate up to a maximum number of four hundred nineteen (419) days.

Section 14.3 Permitted Uses

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

- A. Injury or illness of himself or of the employee's spouse, dependent children or parents;
- B. Quarantine at home.

If an employee is out sick on more than three consecutive days, the employee must provide the Employer with a physician's note, at the employee's expense, regarding the absence from work. If the Employer suspects abuse of sick leave (regardless of days), the Employer may request the employee to provide a physician's note, at the Employer's expense.

Section 14.4 Sick Leave Eligibility

To be eligible for compensation while on sick leave, the employee must notify his immediate supervisor two hours prior to his scheduled starting time, of his inability to report to work. If not possible, such notification shall be provided as soon as practical. The employee must provide this notification each day sick leave is utilized unless waived by the Employer.

Section 14.5 Additional Sick Leave Request

In the event of severe illness of an employee and where all vacation time, personal leave, compensatory time accrued, and sick leave has been used, additional days not to exceed thirty (30) working days may be requested. Such request shall be submitted in writing and requires College Board approval.

**ARTICLE 15
Leaves of Absence**

Section 15.1 Eligibility

The following benefits are available only to full-time employees covered by this Agreement.

Section 15.2 Injury Leave

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

Section 15.3 Personal Leave

Subject to a written request approved by the appropriate administrator, at least forty-eight (48) hours in advance with reasons stated, three (3) personal leave days per year may be authorized without loss of pay for the following reasons: (In an emergency which precludes an advance request, the forty-eight (48) hour period may be waived by the Employer and the Employer may request documentation of the emergency which requires less than forty-eight (48) hours notice.)

- A. To testify in Court
- B. To attend legal or civil hearings
- C. Because of serious family crisis not covered by sick leave
- D. To settle an estate
- E. To complete personal business that could not be completed at any other time

Unused personal leave shall be added to the employee's accumulated sick leave. If an employee has accumulated the maximum sick leave, any unused personal leave may accumulate to a total of nine (9) days.

Section 15.4 Jury Leave

An employee required to serve on jury duty on a scheduled workday shall be excused from work on that day without loss of pay. The employer will compensate the employee at their regular pay upon signing and remitting their jury duty check to the College.

Section 15.5 Bereavement Leave

Employees may be excused from work and be paid at their regular straight time rate for a death in the family, under these conditions:

- A. Pay will be limited to the necessary time lost from the regular schedule not to exceed three (3) work days. One (1) additional day, to be deducted from sick leave, may be granted for travel or other justifiable reasons, if so requested.
- B. The appropriate supervisor should be notified of the death and resultant leave as soon as possible.
- C. For this Article, family is defined to include the following:

Spouse	Mother-in-law	Grandchildren
Mother	Father-in-law	Grandmother
Father	Son-in-law	Grandfather
Children	Daughter-in-law	Half Brother
Brother	Sister-in-law	Half Sister
Sister	Brother-in-law	Aunts and Uncles
Spouse's Grandparents		(Immediate blood)

Documentation of family death shall be provided if requested by the Employer.

Section 15.6 Military Leave

Military leave and re-employment rights shall conform with federal and state requirements. The employee shall present written evidence of induction or call to training or active duty for reserve or National Guard status to the Chief of Police as soon as practical after receiving such notification.

Section 15.7 Family Medical Leave

Family medical leave shall be allowed in accordance with the provisions of the Family Medical Leave Act of 1993, as amended.

ARTICLE 16
Medical Benefits and Insurance

Section 16.1 **Eligibility**

The following benefits are available only to full-time employees covered by this Agreement.

Section 16.2 **Health Insurance**

The Employer shall provide group health insurance coverage in accordance with the insurance recommendations made by the Joliet Junior College Insurance Committee and adopted by the Board of Trustees. One member of this bargaining unit shall serve as a member of the Joliet Junior College Insurance Committee.

Section 16.3 **Cost Containment**

During the month of July the College's Third Party Administrator will determine the cost of the College's health care plan, per participant, for single and dependent coverage for the current fiscal year. If the cost, per participant, for single and dependent coverage for the current fiscal year exceeds 108% of the cost, per participant, for single and dependent coverage for the previous fiscal year, College employees covered by the Plan will be assessed a monthly premium, via payroll deduction, in an amount necessary to cover the increases in excess of 108%, but not to exceed 116%.

Section 16.4 **Life Insurance**

Life insurance for full-time employees shall be provided pursuant to the following:

- A. A life insurance policy shall be provided for each full-time employee during the period of full-time employment in the amount of ten thousand dollars (\$10,000) over annual base, plus accidental death and dismemberment provisions.
- B. An employee may purchase optional term life insurance up to \$750,000 for themselves and/or spouse and optional term life insurance may be purchased for children at the cost of the insurance under the group plan rate.

Section 16.5 **Master Agreement**

The Master Agreement between the College and the insurance company shall be controlling in any case.

Section 16.6 Adjustment of Benefits

The Board will adjust insurance benefits to equal those hereafter granted to full-time faculty during the term of this Agreement.

Section 16.7 Flexible Benefit Plan

If permitted by law, the Board may maintain a Section 125 flexible benefit plan.

**ARTICLE 17
Vacation**

Section 17.1 Eligibility

All full-time employees shall be eligible for vacation based on College seniority pursuant to the following schedule.

- A. After successful completion of the probationary period (retroactive to date of hire) through the end of the fifth (5th) year: two (2) weeks or eighty (80) hours.
- B. From the beginning of the sixth (6th) year and over: four (4) weeks or one hundred and sixty (160) hours.

Section 17.2 Scheduling of Vacation

The Chief of Police or his designee will establish a blank vacation schedule and post it on the bulletin board by May 1st of each calendar year for the vacation time period starting on July 1 and ending June 30th of any given year. Such posting shall be for a thirty (30) day time period where employees may sign up for their preferred vacation time. After the thirty day posting the Chief of Police or his designee shall schedule officers requesting vacation based upon their Department seniority and post such vacation schedule on the bulletin board. After the vacation schedule is posted, any open dates may be selected on a first come, first serve basis throughout the posting time period. Vacation selections shall not be unreasonably denied.

Section 17.3 Vacation Pay

Employee's vacation pay shall be paid on the basis of the regular shift rate prevailing at the time said vacation is taken including any applicable shift differential.

Section 17.4 Carry-over of Vacation

Employees may carry over vacation, based on College seniority, according to the following schedule:

- A. During first (1st) through the end of the fifth (5th) year.

Employee may not carry more than eighty (80) hours, 10 days into the new fiscal year beginning July 1.

- B. During sixth (6th) and beyond.

Employees may not carry more than two hundred and forty (240) hours, 30 days, into the new fiscal year beginning July 1.

- C. Any vacation time remaining on June 30th of each year in excess of the above maximum allowable accumulation will be lost, except as follows:

1. If previously scheduled and approved vacation is canceled at the request of the administration due to an emergency and cannot be rescheduled at a later date, this time may be carried into the next fiscal year.
2. If an employee becomes seriously ill and is unable to use the vacation time as previously scheduled and approved and is unable to reschedule the vacation at a later date, this time may be carried into the next fiscal year.

ARTICLE 18 Tuition Waiver

Full-time and part-time sworn officers and their immediate family (spouse and dependent children only) shall be entitled to enroll in courses that earn college credit offered by Joliet Junior College and the tuition will be waived upon request.

ARTICLE 19 Uniforms

Section 19.1 Uniforms Reimbursement

All employees are required to wear a uniform. Employees are responsible for laundry of their uniforms and they are required to be dressed in a neat and clean uniform at all times.

The Employer shall provide all full-time employees covered by this Agreement an allowance in the sum of one thousand (\$1000.00) dollars annually for the purpose of purchasing and maintaining their uniforms. Part time employees shall receive one half (1/2) of the forgoing

uniform allowance. Payment of said allowance shall be made in two equal installments. The first payment shall be made within thirty (30) calendar days of execution of this Agreement to all current bargaining unit members and on the pay date immediately following January 15th of each subsequent year of this Agreement. The second payment shall be made on the pay date immediately following July 15th in each year of the Agreement. Payments will be made in accordance to applicable IRS regulations.

All uniforms shall be prescribed by the Chief of Police or designee, provided the Employer shall continue to provide a vendor for such uniforms.

Section 19.2 Body Armor

The College will provide a protective vest (body armor) of minimum Level 2 quality as defined by the National Institute of Justice. Officers, for whom the body armor has been provided, shall be required to wear the protective vest while on duty and may be subject to discipline for failure to wear said vest.

Replacement body armor shall be provided every five (5) years. It shall be the responsibility of the employee to request the replacement at least sixty (60) days prior to the date of replacement. Any employee not meeting this sixty (60) day requirement shall still be entitled to a replacement vest.

Section 19.3 Replacement of Personal Property

The Board agrees to continue its practice to repair or replace as necessary an officer's personal property (deemed to be reasonable) if the item is damaged or broken during the course of the employee's regular duties. The incident shall be documented, and a voucher for replacement filed with the officer's immediate supervisor within twenty-four (24) hours of said incident or by the beginning of the employee's next regularly scheduled shift, whichever is later.

ARTICLE 20 Evaluation and Supervision

The Board will annually provide the Union with a listing of the administrative chain of command.

ARTICLE 21 Subcontracting

It is the general policy of the Employer to continue to utilize its employees to perform work they are qualified to perform. Employer shall continue to utilize bargaining unit personnel for

overtime or Special Event Detail. In the event no bargaining unit person is available to work an assignment, the Employer may contract out the work or assign non-bargaining unit personnel to perform the work.

ARTICLE 22 Communications

Section 22.1 Union Meetings

The Union may make non-political use of College facilities and equipment within the guidelines of established Board policy.

Section 22.2 Bulletin Board

The Union shall be provided with bulletin board space to post notices and other material related to Union activities. The Union shall be entitled to use a bulletin board in the break room. Items posted by the Union shall not be political or inflammatory. The posting and duration of posting must be approved prior to posting by the Chief or his designee. The bulletin board space allocated shall be labeled for Union use and only Union representatives shall have authority to post and/or remove materials on the bulletin boards.

Section 22.3 Notification of College Board Meetings

The Board shall furnish the Union representative with a copy of the Board meeting agenda in advance of each regular or special meeting. A copy of the minutes of the immediate past meeting will be furnished to the Union as expediently as possible after these minutes have been officially approved by the Board.

Section 22.4 College Board Notification in Change of Personnel

The Union will be supplied with immediate written notification of newly hired bargaining unit employees stating effective date of employment, as well as immediate written notification of all promoted bargaining unit employees and any other change in the long-term work status of a member of the bargaining unit.

Section 22.5 Notification of Bargaining Unit Positions

When an opening occurs, a written copy of the opening will be sent immediately to the Union representative.

Section 22.6 Council Activity During Working Hours

Council representatives shall, after giving appropriate notice to the Chief of Police, be allowed reasonable time off with pay during working hours to attend grievance hearings if such officers are required to attend such meetings by virtue of being Council representatives. This only applies to one (1) on-duty personnel. In the event the individual is off-duty, there shall be no compensation. In no event shall such time be allowed if it compromises or unduly disrupts the operations of the department.

**ARTICLE 23
Wages and Other Compensation**

Section 23.1 Salaries

During the term of this Agreement the pay schedule for all full-time officers covered by this Agreement shall be based on the following schedule*:

- A. The above rate shall be retroactively applicable, as of July 1, 2010, to all employees working on the date of the execution of this Agreement.
- B. Retroactive pay pursuant to this Agreement is only applicable to employees of the College who are employed on the date of execution of this Agreement.

*See Insert

**JOLIET JUNIOR COLLEGE
CAMPUS POLICE**

PATROL OFFICERS

ANNUAL RAISE

HOURLY RATES

2.5%
FY 2011

PROBATION	\$ 21.29
> 1 TO 2 YEARS OF COMPLETED SERVICE	\$ 22.74
> 2 TO 3 YEARS OF COMPLETED SERVICE	\$ 23.27
> 3 TO 4 YEARS OF COMPLETED SERVICE	\$ 23.80
> 4 TO 5 YEARS OF COMPLETED SERVICE	\$ 24.33
> 5 TO 6 YEARS OF COMPLETED SERVICE	\$ 24.86
> 6 TO 7 YEARS OF COMPLETED SERVICE	\$ 25.39
> 7 TO 8 YEARS OF COMPLETED SERVICE	\$ 25.97

ANNUAL SALARY

2.5%
FY 2011

PROBATION	\$44,283.20
> 1 TO 2 YEARS OF COMPLETED SERVICE	\$47,299.20
> 2 TO 3 YEARS OF COMPLETED SERVICE	\$48,401.60
> 3 TO 4 YEARS OF COMPLETED SERVICE	\$49,504.00
> 4 TO 5 YEARS OF COMPLETED SERVICE	\$50,606.40
> 5 TO 6 YEARS OF COMPLETED SERVICE	\$51,708.80
> 6 TO 7 YEARS OF COMPLETED SERVICE	\$52,811.20
> 7 TO 8 YEARS OF COMPLETED SERVICE	\$54,017.60

**JOLIET JUNIOR COLLEGE
CAMPUS POLICE**

SERGEANTS

ANNUAL RAISE

HOURLY RATES

2.5%
FY 2011

LESS THAN 1 YEARS OF SERVICE	\$ 26.45
> 1 TO 2 YEARS OF COMPLETED SERVICE	\$ 26.45
> 2 TO 3 YEARS OF COMPLETED SERVICE	\$ 26.93
> 3 TO 4 YEARS OF COMPLETED SERVICE	\$ 27.41
> 4 TO 5 YEARS OF COMPLETED SERVICE	\$ 27.89
> 5 TO 6 YEARS OF COMPLETED SERVICE	\$ 28.37
> 6 TO 7 YEARS OF COMPLETED SERVICE	\$ 28.85

ANNUAL SALARY

2.5%
FY 2011

LESS THAN 1 YEARS OF SERVICE	\$55,016.00
> 1 TO 2 YEARS OF COMPLETED SERVICE	\$55,016.00
> 2 TO 3 YEARS OF COMPLETED SERVICE	\$56,014.40
> 3 TO 4 YEARS OF COMPLETED SERVICE	\$57,012.80
> 4 TO 5 YEARS OF COMPLETED SERVICE	\$58,011.20
> 5 TO 6 YEARS OF COMPLETED SERVICE	\$59,009.60
> 6 TO 7 YEARS OF COMPLETED SERVICE	\$60,008.00

C. Shift differentials shall be paid (added to the applicable rates set forth above) as follows:

Afternoon shift (at or after 2:00 p.m. but before 10:30 p.m.)	0.28
Night shift (at or after 10:30 p.m. but before 6:00 a.m.)	0.33

Section 23.2 Training Instructor

An employee covered by this Agreement, who is assigned by the Chief of Police or his designee to instruct training shall receive two (2) hours overtime for each day spent in instruction in addition to their regular rate of pay.

Section 23.3 Emergency Medical Technician

Should any of the employees covered by this Agreement be required by the Employer to attend a seminar or participate in training to maintain their license, the Employer shall reimburse the employee for all necessary expenses per Board policy.

Section 23.4 Specialty Stipend

Officers who have been trained in any of the following specialties shall receive an additional stipend in the amount of \$900.00 per year. This stipend shall be paid during the month of July of each year of this agreement and be subject to all withholdings required by law. The stipend shall not be considered a part of the officer's base salary. Officers with multiple specialties may only receive a stipend for one specialty. Probationary officers shall not receive a stipend until the July following completion of their probationary period.

Firearms/ Range Officer
Investigator
ILEAS Assigned Officer
Field Training Officer
Evidence Technician
Technology Officer
SOS Assigned Officer

ARTICLE 24
Outside Employment

A. Request for Authorization to Engage in Secondary Employment

Employees wishing to engage in off-duty secondary Employment shall first notify the Chief, in writing, of their secondary employment, including:

1. The nature of the business involved and specific job duties; and
2. Name, address , and phone number of the business involved, and the name, address and phone number of the owner, operator, or manager of the business; and
3. An estimate of hours to be worked, on a weekly basis, by the Employee, while engaged in secondary employment.

B. Employee Considered to be employed by Secondary Employer

All Employees working secondary employment shall be considered to be employees of the secondary employer and not of the College during their secondary employment. The secondary employer and the Employee shall each execute a statement acknowledging the Employee's status as an employee of the secondary employer. No secondary employment shall be authorized without the foregoing statement.

C. Authorization of Employer

Employees shall not engage in secondary off-duty employment until written authorization from the Employer, approving the request, is received by the Employee. If the request is not approved by the Employer, the Employer shall provide written reasons for the denial to the employee.

D. Part-Time Security or Other Police Employment

All part-time security or police secondary employment must conform to Sections A, B and C above, and shall also conform to the following criteria:

Such Employment shall not be conducted in the uniform of the College or with any College equipment, unless approved the Chief.

All Employees working secondary employment must be covered under their secondary employer's authority and, that employer must accept responsibility and liability for the employee's performance during their employment.

A Statement of Acceptance of Responsibility (Waiver of Liability) from the secondary employer must be received prior to approval of secondary employment by the Chief.

E. Prohibited Employment

The parties recognize that it is in the best interest of all, to have an alert and non-distracted work force. More specifically, the types of jobs from which employees shall be prohibited from working shall include the following:

1. Where the employer's uniform, badge, vehicle or employer-supplied equipment is utilized unless specifically approved by the Chief of Police or his designee;
2. Where the hours worked on the outside job cause the Employee such fatigue that he/she is unable to properly perform his/her job duties;
3. Where a scheduling conflict of interest with his/her job duties for the Employer is created;
4. Where the type of secondary employment is prohibited by law, or negatively reflects on the Employer.
5. In any security type position, at any establishment which delivers alcoholic beverage as its primary source of revenue.

SECONDARY EMPLOYMENT ACKNOWLEDGEMENT

_____, as the “employee” and _____
as the “secondary employer” acknowledge and agrees that while the employee is employed by
the secondary employer, said employee is the employee of the secondary employer and not an
employee of Joliet Junior College.

Employee Signature

Chief of Police Signature

Date

Date

ARTICLE 25
Substance Abuse Testing and Rehabilitation

Section 25.1 **Statement of College Policy**

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

Section 25.2 **Prohibitions**

Employees shall be prohibited from:

- A. Consuming or possessing alcohol (unless in accordance with duty requirements) at any time during the work day or anywhere on any College premises or job sites, including all College buildings, properties, vehicles and the Employee's personal vehicle while engaged in College business;
- B. The use, possession or the sale, purchase or delivery of any illegal drug at anytime on or off duty (unless in accordance with duty requirements);
- C. Being under the influence of alcohol or illegal drug during the course of the work day;
- D. Failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

Section 25.3 **Drug and Alcohol Testing Permitted**

Where the College has a reasonable suspicion to believe that an Employee is then under the influence of alcohol or illegal drugs during the course of the work day, the College shall have the right to require the Employee to submit to alcohol or drug testing as set forth in this Agreement. At least one supervisory personnel, who is not a member of the bargaining unit represented by the Council, must certify in writing his/her reasonable suspicion concerning the affected Employee prior to any order to subject to the testing authorized herein. There shall be no random testing or unit-wide testing of Employees, except random testing of an individual Employee as authorized in Section 25.7 below. The foregoing shall not limit the right of the College to conduct tests, as it may deem appropriate for persons seeking employment as Police Officers prior to their date of hire.

Section 25.4 Order to Submit to Testing

At the time an Employee is ordered to immediately submit to testing authorized by this Agreement, the College shall provide the Employee with written notice of order, setting forth all of the reasonable suspicions which have formed the basis of the order to test. The Employee shall be permitted to consult with a representative of the FOP at the time the order is given. No questioning of the Employee shall be conducted without first affording the Employee the right to FOP representation and/or legal counsel. The Employee's inability to obtain FOP representation and/or legal counsel shall not unreasonably delay conducting the test and in no event shall the delay be longer than two (2) hours. Refusal to submit to such testing may subject the Employee to discipline, but the Employee's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

Section 25.5 Tests to be Conducted

In conducting the testing authorized by this Agreement, the Employer shall:

- A. Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA); and which has a medical review officer on staff to review the records.
- B. Insure that the laboratory or facility selected conforms to all NIDA standards.
- C. Establish a chain of custody procedure for both the sample collection and testing that will insure that integrity of the identity of each sample and test result. No Employee covered by this Agreement shall be permitted at any time to become a part of such chain of custody.
- D. Collect a sufficient sample of the same bodily fluid or material from an Employee to allow for initial screening, a confirmatory test reserved for later testing if requested by the Employee.
- E. Collect samples in such a manner as to preserve the individual Employee's right to privacy, but also to insure a high degree of security for the sample and its freedom from adulteration.
- F. Confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography mass spectrometry (GMCS) or an equivalent, or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites.

- G. Provide the employee tested with an opportunity to have the additional reserved sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's expense; provided the employee notifies the Employer within seventy-two hours of receiving the results of the test, and provided that the clinical laboratory or hospital facility conforms the same criteria as set forth above.
- H. Require that the laboratory or hospital facility report to the Employer that a blood or urine sample is positive only if both the initial screening and confirmation test is positive for a particular drug. The parties agree that should any information concerning such testing or results thereof be obtained by the Employer inconsistent with the understanding expressed herein (e.g. billings for testing that reveal the nature or number of test administered), the Employer will not use such information in any manner or forum adverse to the Employee's interests. This is intended to protect the confidentiality of such information and shall not prohibit the Employer from using positive test results in any disciplinary action or proceeding against the affected Employee.
- I. Require that with regard to alcohol testing, for the purpose of determining whether the Employee is under the influence of alcohol, test results showing an alcohol concentration of .02 or more based upon the grams of alcohol per 100 millimeters of blood be considered positive. Anything below .02 would be considered negative.
- J. Provide each Employee tested with a copy of all information and reports received by the Employer in connection with the testing and the results within three (3) days of receipt.
- K. Insure that no Employee is subject of any adverse employment action except emergency temporary reassignment or relief from duty with pay during the pendent of any testing procedure. Any such emergency reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

Section 25.6 Right to Contest

The FOP and/or the Employee, with or without the FOP, shall have the right to file a grievance claiming that any provision of Section 25.4 and 25.5 have been violated. The filing of a grievance shall not affect the Employer's right to take disciplinary action against the Employee if otherwise allowed under this Article. Employees retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the FOP.

Section 25.7 Voluntary Requests for Assistance

The Employer shall take no adverse employment action against an Employee who voluntarily seeks treatment, counseling or other support for alcohol or drug related problem, other than the Employer may require reassignment of the Employee with pay, if such reassignment is possible or available, if he is then unfit for duty in his current assignment. If no reassignment is possible or available, or if the Employee is unable to work due to the treatment or counseling he or she is receiving, the Employee may take an unpaid leave of absence subject to approval by the College. Such an Employee may elect to use accumulated time-off options during or as a part of such a leave of absence. The Employer shall make available through its Employee Assistance Program a means by which the Employee may obtain referrals and treatment. All such requests shall be

confidential and any information received by the Employer, through whatever means, shall not be used in any manner adverse to the Employee's interests, except reassignment as described above.

Section 25.8 Discipline

The employer retains its right to discipline employees for violations of its substance abuse policy in accordance with this Agreement.

No disciplinary or adverse employment action will be taken against employees who voluntarily identify themselves as having a substance abuse problem, obtain counseling and rehabilitation through the College's Employee Assistance Program, prior to any conduct giving rise to a notice to be tested, and, thereafter refrain from violating the College's policy on alcohol and drug abuse and comply with the following conditions.

- A. The Employee agreeing to appropriate treatment as determined by the physician's involved.
- B. The Employee discontinues his use of illegal drugs or alcohol.
- C. The Employee completes the course of treatment prescribed, including an "after care" group for a period of up to twelve months.
- D. The Employee agrees to submit to random testing during hours of work during the period of "after care."

The Employees that do not agree or who do not act in accordance with the foregoing, or test positive for the presence of illegal drugs or alcohol during the hours of work shall be subject to discipline, up to and including discharge.

The foregoing shall not be construed as obligation on the part of the Employer to retain and Employee on active status throughout the period of treatment if it is appropriately determined that the effect of the Employee's use of alcohol or drugs prevents such individual from performing the duties of a Police Officer or whose continuance on active status would constitute a direct threat to the property or safety of others. Such Employee shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence, at the Employee's option, pending treatment. The foregoing shall not limit the Employer's right to discipline the Employee for misconduct.

ARTICLE 26

Special Event Duty

Special Event Duty (SED) pay shall apply to any function on any Joliet Junior College Campus or Foundation property, being sponsored by an external group or individual which requires the scheduling of additional JJC police officers.

SED details will be paid at the regular overtime rate for all Full Time officers and at the normal pay rate or overtime rate for all Part Time officers and scheduled as any other overtime pursuant to Section 11.4.

It is agreed that the Commander of Police shall also be permitted work SED details under the same rotation regulations as stated above.

Officers who volunteer or assigned to work Special Event Duty will receive a minimum of three (3) hours pay should such event be cancelled within forty-eight (48) hours of the event start time regardless of who cancels such event.

For purposes of this section, notification shall mean a phone call to the phone number(s) supplied by the officer to the department.

ARTICLE 27 Fitness for Duty

Section 27.1 Statement of Policy

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

Section 27.2 Medical/Psychological Examinations

If at any time there is a question concerning an employee's fitness for duty and the Employer outlines the concern in writing to the employee, the Employer may require, at its expense, that the employee submit to a reasonable medical and/or psychological examination by a qualified and licensed physician and/or psychologist selected by the Employer to determine if the employee is fit for work.

ARTICLE 28

No Strike

Section 28.1 No Strike

During the term of this Agreement, neither the Council nor any employees, or agents of employees will instigate, promote, sponsor, engage in or condone any strike, sympathy strike, slowdown, sit-down, concerted work stoppage, mass absenteeism or any other intentional interruption or disruption of the operations of the Employer, regardless of the reason for doing so. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Employer. In the event of a violation of this section of this Article, the Council agrees to inform its members of their obligation under this Agreement and to direct them to return to work.

Section 28.2 Discipline of Strikers

During the term of this Agreement, any member who violates the provisions of Section 1 of this Article shall be subject to disciplinary action. Any action taken by the Employer against any employee who participates in actions prohibited by Section 1 shall not be considered a violation of this Agreement and shall not be subject to the provisions of the grievance and arbitration procedure, except that the issue of whether an employee actually engaged in a prohibited action shall be subject to the grievance and arbitration procedure.

Section 28.3 No Lockout

The Employer shall not lock out any employee during the term of this Agreement as a result of a labor dispute.

Section 28.4 Judicial Restraint

During the term of this Agreement, nothing contained herein shall preclude either party from obtaining judicial restraint and damages in the event of a violation of the Article.

ARTICLE 29 Entire Agreement

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

The Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject expressly covered in this Agreement except as stipulated in Article 32 – REOPENER CLAUSE FOR LOCAL AREA WAGES AND BENEFIT COSTS.

In so agreeing, the parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to the subjects expressly covered herein, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE 30 Savings Clause

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction or by any reason of any subsequently enacted legislation, such decision or legislation shall apply only to the affected provisions, and the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 31 Duration and Term of Agreement

This Agreement shall be effective upon its execution by the parties, and shall remain in full force and effect until 11:59 pm on the 30th day of June, 2013. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than forty-five (45) days prior to the anniversary date.

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

ARTICLE 32

Reopener Clause for Local Area Wages and Benefit Costs

Wage and Benefit Reopener

The College and the Union shall reopen this Agreement by written notice to negotiate over wages and benefits to be effective on July 1, 2011 and July 1, 2012 with notice to be more than 60 days prior to July 1, 2011 and July 1, 2012. Negotiations shall begin no later than 45 days prior to July 1, 2011 and July 1, 2012.

**CONTRACTUAL AGREEMENT BETWEEN
ILLINOIS COMMUNITY COLLEGE DISTRICT 525
JOLIET JUNIOR COLLEGE
AND THE
JOLIET JUNIOR COLLEGE
POLICE OFFICERS
JULY 1, 2010 – JUNE 30, 2013**

This Agreement made and entered into this 14th day of January 2011

ACCEPTED:

Board of Trustees of Joliet
Junior College, Illinois
Community College District
No. 525

Joliet Junior College
Campus Police/Illinois FOP Labor Council

By: _____
Chairman

By: _____
College Union Representative

ATTEST:

Secretary

FOP Representative

Date: _____

Date: _____