

Contract Between



**Campus and Public Safety Officers
Association**

and

**Illinois Community College Board
District 515**

2007-2011

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AGREEMENT

THIS AGREEMENT, together with the attached Appendices which are an integral part of this Agreement and by this reference incorporated herein, is entered into by and between the BOARD OF COMMUNITY COLLEGE DISTRICT NO. 515, COUNTIES OF COOK, WILL AND STATE OF ILLINOIS (herein called the "Board") and the Prairie State College Campus and Public Safety Officers Association, Local 1600, AFT, AFL-CIO (herein called the "Union"), as the sole and the exclusive bargaining agent for the bargaining unit members, as defined herein. The Agreement shall also be binding upon the parties' respective successors, for the life of this Agreement.

PREAMBLE

WHEREAS, the Union has been designated as the bargaining representative by a majority of the bargaining unit members;

WHEREAS, the Board and Union have voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting relations between the Board and the bargaining unit members insofar as such practices and procedures and appropriate to the obligations of the Board to retain the right effectively to operate Prairie State College and are consonant with the paramount interests of the public and the students of Prairie State College;

WHEREAS, it is the intention of the parties to this Agreement to provide for the wages, hours, terms and conditions of employment of the bargaining unit members covered by this Agreement, and to provide an orderly and prompt method of handling and processing grievances;

NOW, THEREFORE, the parties agree with each other as follows:

ARTICLE I - RECOGNITION

Section 1.1 Recognition

The Board recognizes the Union as the sole and exclusive bargaining agent for all bargaining unit members.

ARTICLE II - DEFINITIONS

Section 2.1 Bargaining Unit Member

The term "bargaining unit member", or "public safety employee" as used in this Agreement refers collectively to all security officers, regular salaried, part-time salaried and hourly

employees hired to work at least 20 hours per week on a regular basis and all other excluded by the Illinois Educational Labor Relations Act. Excluded are managerial, supervisory, confidential, temporary (less than 90 calendar days; or in the case of an employee who fills the position of an employee on leave, not more than 6 months), professional, students and grant-funded employees.

The following definitions shall apply to each job position:

- A. Security Officer - An employee assigned to the Department of Campus and Public Safety whose primary responsibilities include tour and patrol.
- B. Security Assistant (formerly known as Safety Aide) - Security Assistant is utilized as support staff with the Department of Campus & Public Safety, whose duties do not include tour and patrol. Security Assistants also assist in the main building and interact with the general public, students, faculty and staff and at special events.

Section 2.2 Union

The term "Union", as used herein, shall mean the Prairie State College Campus and Public Safety Officers Association, Cook County College Teachers Union, Local 1600, AFT, AFL-CIO.

Section 2.3 Gender of Words

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

Section 2.4 Proration of Benefits

The following formula will be applied to salaried part-time bargaining unit members when calculating their life insurance coverage, summer hours if a shortened work week is approved, vacation, sick leave, and other paid time off benefits:

Two rates will be calculated for part-time employees for health insurance premiums. Employees who work 20-29 hours per week will receive 50 percent of the full-time benefit. Employees who work 30-39 hours per week will receive 75 percent of the full-time benefit.

Section 2.5 Meeting with Other Organizations

This Agreement shall not be construed to prevent the Board or any administrator from meeting with any bargaining unit member or bargaining unit member organizations, including the bargaining unit committee, representing bargaining unit members for the purpose of hearing the views and proposals of such bargaining unit members or such bargaining unit organizations, provided that as to those matters covered by this Agreement no change or modification shall be made except through negotiation and agreement with the Union.

ARTICLE III - MANAGEMENT RIGHTS

- A. Nothing contained herein shall limit or be construed to limit the powers, rights and authority of the Board of Trustees for the entire management, control and conduct of the administrative, financial and security affairs of the College pursuant to Prairie State College.
- B. In accordance with the rights established by the State of Illinois and the Illinois Educational Labor Relations Board, the College shall not be required to bargain over matters of inherent managerial policy, which shall include but shall not be limited to such areas of discretion or policy as the functions and programs of the College, standards of services, its overall budget, utilization of technology, the organizational structure, and selection and direction of personnel.
- C. The management, administration and control of the College's operations, programs, activities, mission and resources, and the direction of its working forces including, but not limited to, the right to plan, direct and control all duties and functions performed by members of the bargaining unit herein involved; the right to hire all employees and to determine their qualifications, and the conditions for their continued employment or their dismissal, discipline or demotion, and to promote and transfer all such employees; the right to determine schedules, the hours of operation, and the duties, responsibilities and assignments of employees with respect thereto; to transfer, promote or relieve employees from duty because of lack of work or other reasons; the maintenance of discipline, order and efficiency; the right to establish, revise, maintain and enforce reasonable work standards and schedules; to make from time to time and enforce reasonable work rules; to introduce new work methods and facilities; to subcontract all or any portion of its operation (provided that if the

College proposed to subcontract bargaining unit work, the Prairie State College Campus and Public Safety Officers Association is given the opportunity to meet and discuss the proposed subcontracting, which discussions shall be concluded within ninety (90) working days following the initial notice to the union) and to change or eliminate existing methods whether or not the same causes any reduction in the working force; or to recognize or combine operations with any consequent reduction or other changes in the working force, is vested exclusively in the College, provided that this section will not be used for the purpose of discriminating against any employee on account of membership in the bargaining unit.

The above enumeration of management rights is not exhaustive and does not exclude other management rights not specified herein, nor shall the exercise or non-exercise of rights constitute a waiver of such rights by the College. The parties recognize that none of the management rights enumerated above or any other management rights shall be subject of bargaining or grievances.

- D. The right of management are limited only as expressly limited by the language of this Agreement, notwithstanding (or without regard to) any practices or customs that may now or in the future exist.
- E. The enumeration of certain rights and privileges of security employees in the Agreement shall not be construed to deny or diminish the existing rights, privileges, and responsibilities of security members to participate in the formulation and recommendation of security policy within the College, as approved by Prairie State College and its Board of Trustees.

ARTICLE IV - UNION RIGHTS

Section 4.1 Non-Discrimination

The Board and the Union agree not to discriminate against any bargaining unit member covered by this agreement on the basis of sex, race, creed, national origin, marital status, parental status, age, religion, physical or mental handicap, actual or perceived, sexual preference or Association activity.

The Board, in its employment practices, will continually seek to employ and promote the best qualified individuals while endorsing the principles of affirmative action and will fulfill all of its obligations under federal and state laws regarding equal employment opportunity.

Any alleged violation of this section is non-grievable and nonarbitrable, and may be remedied through any judicial or administrative proceedings otherwise provided by law.

Section 4.1A Freedom from Harassment and Hostile Work Environment

Consistent with applicable law, the Board and the Union agree that all public safety employees are entitled to a non-hostile work environment where they shall be free from unlawful harassment based upon characteristics protected by law or their association with their lawful activities with any organization. If the employee chooses to utilize other judicial or administrative forums, their right to pursue a grievance under this contract is waived.

Section 4.1B Union Mailbox and Use of College Mail System

The Union may use the internal mail system of the College to transmit official union business.

Section 4.2 Fair Share

- A. All employees covered by this agreement who are not members of the Union shall, commencing on the effective date of this agreement and continuing during the term of this agreement, and so long as they remain non-members of the Union, pay to the Union each month their fair share of the costs of the services rendered by the Union that are chargeable to non-members under state and federal law. Fair share provisions shall apply to all employees who have been union members, but elect to discontinue membership. Deductions for fair share will commence after proper notification of the Board and membership, but will not be retroactive.
- B. Such fair share payments by non-members shall be deducted by the Board from the earnings of the non-member employees and remitted to the Union, provided, however, that the Union shall submit to the Board an affidavit which specifies the amount constituting said fair share not exceeding the dues uniformly required of members of the Union, and which describes the rationale and method by which the fair share was determined, including a list of the expenditures which were excluded in determining the fair share.

- C. Upon receipt of said affidavit, the Board shall cooperate with the Union to ascertain the names of all employee non-members of the Union from whose earnings the fair share payments shall be deducted and their work locations.
- D. Upon the Union's receipt of notice of an objector's invocation of any procedure described above, the Union shall deposit in an escrow account, separate from all other Union funds, the amount of fee payments received on behalf of an objector or objectors that is fairly placed at issue by the objection(s). The Union shall furnish objectors and the Board with verification of the terms of the escrow arrangement and, upon request, the status of the fund as reported by the bank.
- The escrow fund will be established and maintained by a reputable independent bank or trust company and the agreement, therefore, shall provide that the escrow accounts be interest bearing at the highest possible rate: that the escrowed funds be outside of the Union's control until the final disposition as provided for herein; and that the escrow fund will terminate and the fund therein be distributed only by the terms of an ultimate award, determination, or judgement including any appeals or by the terms of a mutually agreeable settlement between the Union and an objector or group of objectors.
- E. If an ultimate decision in any proceeding hereunder directs that the amount of the fair share fee should be lower than the amount fixed by the Union, the Union shall promptly adopt said determination and notify the Board to reduce deductions from the earnings of non-members to said prescribed amount.
- F. The Union shall indemnify and hold harmless the Board, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability including the costs of defense thereof, that shall arise out of complying with the provisions of this article, or in reliance on any list, notice, certification, affidavit, or reassignment furnished under any such provisions; or which might arise pertaining to the term of this agreement. It is, therefore, understood that, in the event of any judicial or administrative proceeding involving this Article at which the appearance of the Board is necessary, or which requires the expenditure of any costs or fees by the Board, the Board may select counsel of its choosing, and the "cost of defense" includes the Board's reasonable attorney's fees, and the Union shall reimburse same to the Board.
- G. Employees who object to payment of fair share amounts to the Union based on bona fide religious tenets or teachings of a church or religious body of which such employees are members, are not required to make these fair share payments. Instead, such employees will be required to pay an amount equal to their proportionate share,

determined under this agreement, to a non-religious charitable organization mutually agreed upon by the objecting employee and the Union. If the employee and the Union are unable to reach an agreement on the matter, the Illinois Educational Labor Relations Board list of charitable organizations to which such payments may be made will be used for the employee to select a charitable organization as recipient of his/her payments.

Section 4.3 Dues Check-off

Upon receipt of a lawfully written authorization from a bargaining unit member, which may be revoked in writing at any time, the Board agrees to deduct the regular biweekly Union dues of such bargaining unit member from his pay and remit such deduction no later than seven days following the payroll date to the official designated by the Union in writing to receive such deductions. The Union will notify the Board in writing of the exact amount of such regular membership dues to be deducted by July 30 of each year, with such deductions to be implemented within 30 days thereafter. The Union shall indemnify and hold harmless the Board, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability including the costs of defense thereof, that shall arise out of complying with the provisions of this article, or in reliance on any list, notice, certification, affidavit, or reassignment furnished under any such provisions; or which might arise pertaining to the term of this agreement.

Section 4.4 Reinstatement of Employees on Dues Check-off

Whenever bargaining unit members take a leave of absence and are dropped from dues deduction, upon their return to the job, they will be automatically reinstated on dues deduction.

Section 4.5 COPE Check-off

The Board agrees to deduct from the wages of any bargaining unit member who belongs to the Union, a COPE deduction as provided for in a written authorization. Such deductions may be revoked by the bargaining unit member at any time by giving written notice to both the Board and the Union. The Board agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each bargaining unit member from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. The Union shall indemnify and hold harmless the Board, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability including the costs of defense thereof, that shall arise out of complying with the provisions of this article, or in reliance

on any list, notice, certification, affidavit, or reassignment furnished under any such provisions; or which might arise pertaining to the term of this agreement.

Section 4.6 Board Meetings

The agenda packet and the approved minutes of any Board meeting will be distributed to the Union President from the Office of the College President, and the Union shall be accorded the same right as any Prairie State College organization to attend Board meetings and address the Board of Trustees.

Section 4.7 Meetings with the President

At the request of either party, the President or his designee and the Union President or his designee shall meet to discuss matters relating to this Agreement.

Section 4.8 Information to the Union

Upon written request the Board shall make available to the Union any records, reports, and other written documents which are relevant to the enforcement of this agreement. Any such information which is not immediately available, may be provided on a fee basis. A Union representative will meet with a Vice President, as designated by the President, or designee, to arrive at a mutually agreeable fee.

Section 4.9 Union Exclusivity

The Board shall not negotiate with any other employee organization of bargaining unit members or its representatives on matters pertaining to hours, wages and working conditions. Nor shall the Board negotiate with individual bargaining unit members over their wages, hours and working conditions except as provided herein. Any alleged violation of this section may be remedied by the filing of either a grievance or an unfair labor practice, but not both, it being the express intent of the parties that there be no duplication of remedies.

Section 4.10 Union Meetings/Use of Facilities and Equipment

The Union shall have the right to schedule meetings, and the Union may use facilities and equipment of the College where such use does not interfere with the operation of the College. Where actual costs are incurred by the College on account of such Union usage, those costs may be charged to the Union.

Section 4.11 Public Records

Upon written request from the Union, the Board shall make available to the Union any existing public records which would otherwise be disclosable to the Union pursuant to the Freedom of Information Act.

Section 4.12 Polygraph Examination

No bargaining unit member shall be required to take a polygraph examination as a condition of retaining employment with the Board, nor shall any bargaining unit member be subject to discipline for refusing to take a polygraph examination.

Section 4.13 Released Time

- A. The Board shall grant up to two (2) hours per week of released time with pay to the Union President and/or Grievance Chairperson or other designee(s) of Union President for the purpose of conducting the affairs of the Union. The two (2) hours is the total time for two (2) persons. Time off for this purpose must be arranged with the employee's immediate supervisor. Sufficient advance notice is required to allow for coverage of work assignments.
- B. In the event that two (2) hours per week is not used during the week, the two (2) hours shall continue to accumulate not to exceed ten (10) hours per semester.
- C. All accumulated hours that are not used by the end of the semester shall be forfeited.

Section 4.14 Annual Convention Leave

The Board or its designee agree that up to two (2) members of the Union who have been elected as official Local 1600 delegates to conferences or conventions of the American Federation of Teachers shall be granted paid leave to attend such conferences and/or conventions.

The Board or its designee agree that up to two (2) members of the Union who have been elected as official Local 1600 delegates to conferences or conventions of the Illinois Federation of Teachers shall be granted paid leave to attend such conferences and/or conventions.

The Board and the Union agree that the maximum number of work days with pay granted to the Union under this provision shall be four (4) days per year, and no more.

Section 4.15. Use of Security Cameras

Prairie State College has installed numerous security cameras for the safety and welfare of the staff and students. The videos generated from the cameras will be used as a surveillance tool to deter criminal activity and to protect the campus. In cases of employee discipline and/or dismissal, the videos generated may be used only as supporting evidence. The Union President and/or Grievance Chair(s) may request to view designated videos and/or view security monitors.

ARTICLE V - HOURS OF WORK

Section 5.1 - Hours of Work

- A. The standard work-day for all full-time public safety employees shall be eight (8) hours in duration. The regular work week shall consist five (5) consecutive days of eight (8) hours each inclusive of two (2) fifteen (15) minute rest periods, and one thirty (30) minute lunch period. Lunch and rest periods are assigned by the Director of Campus and Public Safety or his designee. Public safety employees recognize they may be called upon to perform work during their designated meal and rest periods.
- B. A rest period of fifteen (15) minutes is required in any hourly employee's workday that exceeds six (6) hours. Rest periods are assigned by the Director of Campus and Public Safety or his designee. Public safety employees recognize they may be called upon to perform work during their designated meal and rest periods.
- C. The College will adhere to the State of Illinois guidelines for employee safety. Every reasonable effort shall be made by the College to staff the "first shift" and "Sundays" so that no security officer is the sole public safety employee on campus.
- D. As stated in Prairie State College Board Policy No. C-3, (adoption date 09/17/90), "College Business Hours....," "Unless amended by Board action, the business hours of Prairie State College for fall, winter, spring and summer shall be 8:00 a.m. to 4:30 p.m. (Monday through Friday)." Work schedules in effect for the summer shall be determined by the Board at the February and/or March Board meeting each year of this Agreement. Upon approval of a reduced summer schedule, the summer work week shall be thirty-four (34) hours for a twelve (12) week period. Any vacation, sick or personal days taken during the twelve (12) week period shall be charged at one (1) day or eight (8) hours per work day. (Note: during the twelve (12) week period of summer hours, there is no fifteen (15) minute rest periods. Part-time hourly employees are not entitled to summer hour work schedule).

Section 5.2 Emergency Closings

- A. Public safety employees are required to report to work in emergency closings. In such cases, it is the responsibility of the public safety employee to contact their supervisor to see if he/she shall report to work at their regularly scheduled shift. Notice of such closings will be provided as specified in the Prairie State College Catalog.
- B. In the event the College is closed on an emergency basis, the Campus & Public Safety employees will be paid one and one-half times their base hourly rate.
- C. In the event of reduced staffing, Campus & Public Safety employees who are sent home or scheduled to work their regular hours that day, shall suffer no loss of pay.

Section 5.3 Calling Off Policies

A public safety employee will call off of work at least eight (8) hours prior to reporting for work, except in cases of emergency. The public safety employee must call the Office of Campus and Public Safety and have the public safety employee on duty record the call off. That person must then call his supervisor and report the call off.

- A. In the event of inclement weather conditions, and the public safety employee is unable to report to work, the public safety employee has the option to claim the day as a personal or vacation day, if said days are unused.

Section 5.4 Scheduling Policies

Initially, the two (2) week work schedule for the department shall be executed by the coordinator of the department in a computer worksheet format. This schedule will then be e-mailed to the President of the Union.

Daily work schedules for all shifts will be posted at least two (2) weeks in advance. Schedules will be posted on the white dry-erase board in the Office of Campus & Public Safety. It is understood that all personnel changes to the schedule after it is posted will be listed on the white dry-erase board (e.g., medical, vacations, personal leave, etc.) as soon as notification is received.

It is understood that these scheduling practices be rotating, initially in a two-week block, then in one-week intervals, so as to always post two full weeks. The next weeks' schedule is due on the white dry-erase board and in writing by noon on each Thursday of each week.

On each shift for each day, all Officers' work assignments shall include: name, shift, hours of work and assignment.

ARTICLE VI - OVERTIME/COMPENSATORY TIME/SHIFT DIFFERENTIAL

Section 6.1 Overtime

- A. Work in excess of the regularly scheduled work week shall be considered overtime and paid at the rate stated in paragraph B, Article V. Overtime must be authorized by the supervisor in advance.
- B. All full-time security employees who work on the days that the College is closed between Christmas and New Year's Eve Day will be paid double time for hours worked. All salaried part-time security employees who work those days shall receive one and one-half time for hours worked. All hourly public safety employees shall receive straight pay for hours worked. All full-time and salaried part-time security employees who do not work their regularly scheduled work hours during this period shall suffer no loss of pay.
- C. Early Official Release Time. In the event the College officially dismisses all employees early, (i.e., due to an upcoming holiday), those public safety employees working will be paid one and one-half times their base hourly rate, beginning with the time of release until the scheduled end of the shift.
- D. Three (3) times the regular hourly rate of pay is the maximum hourly rate of pay that can be earned.
- E. All full-time public safety employees who work a Holiday will be paid triple time for those hours worked. All salaried part-time public safety employees who work a Holiday will be paid double time for those hours worked. All hourly public safety employees who work a Holiday will be paid one and one-half time for those hours worked.
- F. A minimum of two (2) hours at the overtime rate shall be paid to the bargaining unit member requested to work for emergency duty.
- G. A bargaining unit member requested to work on a holiday should be paid for no less than four (4) hours of work.
- H. Compensation in a Temporary Supervisory Position
 - 1. Any public safety employee holding a temporary supervisory position, which is normally paid at a higher rate than the employee's regular position, for three (3) consecutive days or more, shall receive a stipend of 10% of the public safety employee's base pay, for those hours worked.

This pay shall be retroactive to the first day in the temporary position and shall continue until the employee's regular position is resumed. Any employee working temporarily in a position on a higher range must be supervising a subordinate officer/assistant throughout this period, and must receive approval from the Vice President of Business and Information Services or his designee.

- I. In the event that there is an opportunity for overtime (O/T) work, the employer must first use the full-time public safety employees seniority list in order to grant each officer the opportunity to work the available O/T hours per specific shift, on a rotating basis. The Director of Campus and Public Safety, or his designee, shall assign overtime O/T work in the order listed below:
 1. When O/T hours are available, the Director of Campus and Public Safety will first request those employees working their regularly assigned shift (in ranked order of seniority) to extend their hours into the next shift.
 2. If none of those employees can work the extended (next) shift, then all full-time public safety employees will be offered the overtime on a seniority and shift basis. When the full-time employee has worked the available O/T hours, then his/her name will be placed at the bottom of the list.
 3. After all full-time public safety employees have been offered the O/T, the employer must then use the part-time public safety employees seniority list in order to grant each officer the opportunity to work the available O/T hours per specific shift, on a rotating basis. When the part-time employee has worked the available O/T hours, then his/her name will be placed at the bottom of the list.
 4. If none of the public safety employees are available to fill the O/T hours, then and only then, can the employer/supervisor work those O/T hours or, if need be, the Director of Campus and Public Safety will involuntarily assign the hours to the least senior public safety employee for that shift (mandated hours).

Section 6.2 Compensatory Time

A bargaining unit member may request compensatory time, in lieu of overtime, at the rate of one and one-half hours for each hour worked, to a maximum of 26 base hours (39 compensatory hours) per semester (8 base hours/12 compensatory hours summer session) and must be used during the semester/session in which compensatory hours are earned and/or

within 30 days following the end of the semester/session. Compensatory hours not taken in the allotted time will convert to overtime and be paid as stated in Section 5.1. B. above. Compensatory time must be authorized in advance by the supervisor.

Section 6.3 Shift Differential

A part-time public safety employee who is scheduled to work the first shift (11pm - 7am) shall be paid a shift differential of \$1.50 per hour, added to base hourly rate.

ARTICLE VII - BENEFITS

Section 7.1 Life Insurance

- A. As a part of this program the Board will provide each full-time bargaining unit member covered by this Agreement a life insurance policy equal to \$25,000. Life insurance benefits for regular part-time salaried bargaining unit members will be prorated.
- B. Additional optional life insurance for self, spouse, and/or children may be purchased by the employee so long as the College participates with a life insurance company underwriting the optional coverage. The cost shall be borne by the employee, and participation in additional optional coverage is subject to the approval of the insurance company.
- C. If available, optional life insurance coverage may be purchased at the time of employment, or once annually thereafter.
- D. All insurance coverages are effective as of the first day of employment at the College, with the approval of the carrier.
- E. Long-term disability insurance shall be provided for the duration of this agreement at no cost to the employee. Benefits under this policy are to be coordinated with any disability benefits the employee receives from SURS. An employee's eligibility for long-term disability benefits, and the amount thereof, if any, shall be determined by the terms of said policy.

Section 7.2 Health Insurance

- A. The group insurance program in effect on the date this Agreement is executed, shall be provided for all full-time bargaining unit members covered by this Agreement. The Board will pay 77% of the cost of the College group insurance program for any full-time bargaining unit members covered by this Agreement who have elected family coverage and 95% of the cost of the employee coverage where applicable.

- B. The Board retains the right to change insurance carriers as long as the basic coverage remains substantially the same or better.
- C. All insurance coverage is effective as of the first day of eligible employment at the College.
- D. Health insurance benefits for regular part-time bargaining unit members will be prorated.
- E. An Insurance Committee shall be maintained by Prairie State College for the purpose of monitoring health, medical and dental plans offered to employees. The committee shall be composed of representatives of the various employee groups at Prairie State.

Section 7.25 IRS Section 125

An IRS Section 125 salary reduction program shall be made available to all bargaining unit employees for insurance premiums and eligible non-reimbursed medical and dependent care expenses.

Section 7.3 Sick Leave Bank

- A. The Executive Board of the Union shall establish the basic rules and regulations of the Sick Leave Bank. Once these rules have been completed, they will be published. Employees who participate in the Sick Leave Bank and who have complaints regarding decision(s) of the Sick Leave Bank Committee shall bring those complaints directly to the Committee.
- B. The Union shall absolve, indemnify, and hold harmless, in all respects, Prairie State College and its administration regarding the implementation of the Sick Leave Bank provisions.
- C. Determination of participation, discontinuance of participation and particulars with regard to the withdrawal of days shall be furnished to the Human Resources Department in the appropriate year. When a participant requests and is approved for sick leave benefits by the Committee, the Committee shall forward the name and all other appropriate information to the Human Resources Department.
- D. Sick Leave Bank utilization shall be limited to no more than twenty-five (25) days per rolling year.
- E. Any retiring employee may contribute five (5) days of accumulated sick leave time to the Sick Leave Bank.

- F. The Prairie State College Campus and Public Safety Officers Association will participate in the Confidential Staff Sick Leave Bank. The current guidelines of the Sick Leave Bank are included as Appendix C.
- G. At the beginning of each fiscal year, each employee desiring membership in the sick leave bank (Appendix G) shall contribute one sick leave day of their accumulated allowance to a common bank to be administered by the Union. Employees who are members of the sick leave bank, who have exhausted their accumulated sick leave, personal days, and vacation days, and who have been absent five additional days without pay, may make reasonable withdrawals as determined by the Union from the sick leave bank, provided that there are sufficient days available in the bank and provided that a physician's statement is included with each request for such benefits.
- H. The days remaining in the bank at the end of each fiscal year will not be returned to contributing employees, but will be carried over. An employee whose withdrawal from the sick leave bank is approved by the Union will continue to receive such sick leave days from the bank until either the exhaustion of the sick leave bank or the Union's decision to terminate such withdrawals.
- I. If at any time during the year the sick leave bank is exhausted, the Union can contact the bank's membership for one additional voluntary contribution of one day each.

Section 7.4 Credit Union

Bargaining unit members who wish to participate in either the Bloom Township High School or the Local 1600, College and University Credit Union (CUCU) shall be allowed to do so through payroll deductions.

Section 7.5 Pay Period

Bargaining unit members covered by this Agreement who are hired to work twelve months shall be paid on a biweekly basis, thus receiving 26 pays over the year.

Section 7.6 Pension Plan Pick-Up

The Board shall continue to pay the bargaining unit member's 8% tax sheltered contribution to the State Universities Retirement System (SURS) out of the bargaining unit member's salary as set forth herein.

Section 7.7 Retirement

- A. Eligibility - This program shall be open to all bargaining unit employees who are at least 55 years of age on July 1 of the year of retirement. To be eligible, bargaining unit employees must have been employed by the College for the preceding ten (10) years.
- B. Application - Application for participation in the program shall be submitted, in writing, to the Office of Human Resources by the employee by March 31 preceding the College fiscal year in which the retirement shall begin. The official letter of notification shall be irrevocable unless life altering events (death of spouse, divorce, or severe financial change) affect the employee. In this case, timely notification to the College is expected in writing, from the employee.
- C. Retirees are expected to join the Illinois College Insurance program for Illinois College Insurance Program, or any other coverage of their own choice.
- D. Compensation - Retirees will receive a one-time lump sum payment of \$3,500 at the time of retirement, subject to the ten (10) year provision noted in A above. Part-time employees who elect to retire, will receive a prorated portion of this lump sum. Similarly long-term part-time employees who elect to retire, will receive a prorated portion of this lump sum per definition of proration. This distribution will occur (30) days after the last official check from the College has been issued.

Section 7.8 Educational Benefits

- A. Bargaining unit members (not dependents) shall be able to register for up to six (6) credit hours per term on a tuition waiver basis provided the following occur:
 - 1. The public safety employee has been employed at least six (6) months at the time of application for tuition reimbursement/waiver and is an active public safety employee at the completion of the course.
 - 2. Time spent during the regular workday in courses which the employer requests the bargaining unit member to take shall not be made up, except for courses required as a condition of employment, or within six (6) months of initial employment.
 - 3. On or before the earlier of the payment date or the first day of class(es), the public safety employee must complete a tuition waiver request and submit same to the Admissions Office. If a grade (A, B, or C) is not listed on the instructor's final grade sheet by the time of submission, tuition and fees payment will be recovered through payroll deductions spread over the next four (4) checks. Payroll deductions will also be made for an

Incomplete (I). Incompletes which convert to a passing grade (A, B or C), will be eligible for reimbursement if completed within the immediate semester following the term (not to include summer) in which the "Incomplete" was received. Such requests for reimbursement shall be made within thirty (30) days of the end of the term in which the grade is recorded. Bargaining unit members who leave College employment prior to the end of the course(s) will be responsible for reimbursement of tuition and other fees for said courses.

4. The public safety employee receives no financial aid or reimbursement from other sources for the cost of tuition and fees for which reimbursement/ waiver will be sought from the College.
 5. Public safety employees may schedule one class during the regular workday upon prior administrative approval, provided that the time lost is made up during that work week and should not be counted for purpose of O/T calculations. It is stipulated that the employee shall be enrolled in a matriculated program and that specific class is only offered during the workday. The class must be a necessary graduation requirement in his/her field of study and must be ONLY offered at that specific time. No overtime will be granted.
 6. Courses which will be eligible for this reimbursement/waiver are credit courses taken at Prairie State College.
 7. The Board will budget \$5,000 per fiscal year for tuition reimbursement for junior, senior or graduate courses at a four-year college or university. Employees will be eligible for up to (6) six semester hours (limit \$200 per credit hour) on a first come, first served basis (as determined by the initial date of application). Before registering for classes, the employee will submit the Non-PSC Tuition Reimbursement Form (Appendix E) to the Office of Human Resources. He/she will be reimbursed after submitting proof of a satisfactory grade of C or above. Classes which are not taken for credit are not eligible for reimbursement.
- B. Employee's immediate family members (spouse and dependent children) are eligible for a 50% waiver of tuition, internet course and lab fees. Lab fees not covered are fees that include books and/or hard materials issued in the course. Service/usage fees (which include private music lessons) will not be covered under the tuition waiver for either the employee or immediate family members. This provision is subject to the conditions in A1, A3, A4 and A6.

Section 7.9 Professional Development and Security Training

- A. Each year all public safety employees shall receive a certified refresher training course according to the department job description and Illinois guidelines.
- B. Employee Training and Development. The Board and the Association recognize the need for training and development of public safety employees in order that services are efficiently and effectively provided. The Board and the Association recognize the desirability of providing opportunities for employees to develop their skills and abilities for reasons of career advancement. In recognition of such principle, the Board shall endeavor to provide public safety employees with reasonable orientation with respect to current procedures, forms, methods, techniques, materials and equipment normally used in such employees' work assignments and periodic changes therein, including where available and relevant to such work, procedural manuals, as well as providing training seminars, and workshops.
- C. An employee's prior supervisory experience in any civilian position, local government and/or military service shall be acknowledged and used towards promotion criteria.

Section 7.10 Stipends for Degrees

The Board agrees to pay a one-time monetary stipend for bargaining unit members who complete degrees while employed, based on the following schedule: Associate's Degree = \$250, Bachelor's Degree = \$500; Master's Degree = \$750.

Section 7.11 Public Safety Employee Liability Indemnification

Public safety employees shall be indemnified and defended by the Board against claims and suits arising out of their employment in accordance with the Illinois Local Government and Local Government Employees Tort Immunity Act. A public safety employee shall perform his duties in a lawful manner as specified by his job description, Prairie State College Board Policies, and Illinois State Statutes.

ARTICLE VIII - HOLIDAYS

- A. The following holidays are observed by the College:

Martin Luther King's Birthday	Day after Thanksgiving
Spring Break Day	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day	New Year's Eve Day
Labor Day	New Year's Day
Thanksgiving Day	Floating Holiday

- B. During the Spring and Fall semesters, if any holiday occurs on Saturday, the Friday preceding will be observed. If any holiday occurs on Sunday, the Monday following will be observed.
- C. Religious holidays not listed above may be taken as personal or vacation leave.
- D. A holiday falling within a vacation period shall not constitute a vacation day. A holiday occurring while a bargaining unit member is on paid leave of absence shall not be counted against his sick leave.
- E. The annual “floating holiday” must be used within the fiscal year and cannot be carried over to the next year. Prior approval must be obtained from the Director of Campus and Public Safety to use the holiday time.
- F. Part-time salaried employees shall have their “floating holiday” prorated. The “floating holiday” must be used within the fiscal year and cannot be carried over to the next year. Prior approval must be obtained from the Director of Campus and Public Safety to use the holiday time.

ARTICLE IX - VACATION

- A. Vacation leave for regular full-time employees shall be earned and accrues at the rates indicated below for each month worked during the first eleven (11) full years of employment to a maximum of one hundred sixty (160) hours earned paid vacation. Vacation is earned and accrues as follows:

Regular Full-Time Employees

<u>Years of Service</u>	<u>Monthly Rate</u>	<u>Earned Annual Vacation Hours/Days</u>
1	6.666 hrs per mo.	80/10
2	7.333	88/11
3	8.000	96/12
4	8.666	104/13
5	9.333	112/14
6	10.000	120/15
7	10.666	128/16
8	11.333	136/17
9	12.000	144/18
10	12.666	152/19
11	13.333	160/20

- B. Regular part-time employees shall participate in the above vacation schedule on a prorated basis.
1. New employees are eligible for 40 hours (five days) vacation upon completion of six (6) months service. No vacation is granted until completion of six (6) months continuous service.
 2. Earned or awarded vacation is to be taken in hourly increments with a minimum of one 2-hour increment. A maximum of eighty (80) vacation hours (10 days) may be carried over from one fiscal year to the next upon administrative approval. Two hundred (200) hours/twenty-five (25) days is the maximum amount of vacation an employee can take in any fiscal year.
 3. Requests to use 32 or more earned/awarded vacation hours (4 days) must be submitted to the administrator for approval two (2) weeks prior to the start of the vacation period, and approved by the Human Resources Office. The immediate supervisor, within three (3) workdays, shall notify the bargaining unit member of approval or denial. In the event more than one bargaining unit member requests vacation for the same vacation period, seniority shall prevail unless departmental needs require that the request be denied.
 4. Upon retirement, layoff, or separation from service, an employee shall receive payment for all earned, unused vacation, at the regular rate of pay. Payments shall be made on regularly established pay periods.
 5. Holidays shall not be charged as vacation hours when they occur during vacation periods.
- C. Effective with the end of the first fiscal year after this contract is approved, members will be able to utilize the fiscal year's vacation days through July 31 of the subsequent fiscal year. This will be available as long as the member officially requests the time in writing, receives supervisor approval, and files same with the Human Resources Office by the

end of business on the second-to-last business day of June. Once granted, these days will not be re-credited to the member's account.

ARTICLE X - LEAVES OF ABSENCE

Section 10 Seniority

A bargaining unit member on an approved leave of absence of twelve (12) weeks or less, shall accrue seniority. However, in those cases where the approved leave exceeds twelve (12) weeks, while seniority does not accrue during any of the leave time in excess of twelve (12) weeks, there shall be no loss of seniority in such instance.

Section 10.2 Insurance Coverage

A bargaining unit member on an approved leave of absence may remain covered by his/her insurance at employee cost.

Section 10.3 Return From Leave

An employee who returns from an approved leave, not exceeding twelve (12) weeks, shall be reinstated in the same position held prior to the leave at the current grade and level, assuming such position exists.

Section 10.4 Personal Leave

- A. Full-time bargaining unit members will receive two (2) paid personal leave days per fiscal year. Requests for use of personal leave days will be submitted to the supervisor with as much advanced notice as possible.
- B. Regular part-time bargaining unit members will receive personal leave on a prorated basis.
- C. Unused personal leave shall convert to sick leave.

Section 10.5 Leaves of Absence

An employee shall apply for a leave of absence without pay as specified in the Prairie State College Board Policies.

Section 10.6 Sick Leave

- A. Sick leave for regular full-time employees is earned and accrues at the rate of 8 hours (1 day) per month for each month worked, to a maximum accumulation of 1,536 hours (192 days).
- B. Regular part-time employees shall earn and accrue sick leave on a prorated basis.
- C. Sick leave shall be defined as personal illness or disability, hospitalization, doctor's appointments, quarantine of the employee, or illness of someone in the employee's immediate family. The immediate family is defined as husband, wife, domestic partner, children, grandchildren, parents, grandparents, brothers, sisters, or in-laws of the employee.
- D. The bargaining unit member or his representative shall notify his immediate supervisor as early as possible but no later than 8 hours from the first date of absence. Failure to notify your immediate supervisor within 8 hours of your absence due to illness may result in disciplinary action.
- E. Upon retirement, an employee may apply a maximum of 2,400 sick leave hours (300 days) towards service credit with SURS.
- F. Sick leave is to be taken in hourly increments with a minimum of one 2-hour increment to a maximum equaling sick leave hours accrued/awarded to date. In the case of an extended illness or where all earned/awarded sick leave has been used, a bargaining unit member may apply earned vacation leave or personal leave, if these have not been used, to sick leave.

- G. After 24 or more consecutive hours (3 days) off due to an illness, a verification documenting illness, from a licensed physician may be requested by one's immediate supervisor. In such case, the verification shall be submitted to the supervisor upon return to work.
- H. After an employee is out for two (2) or more weeks, the supervisor/Human Resources may demand a medical statement indicating prognosis of the illness and an estimate of when the employee may be able to return to work.

Section 10.7 Bereavement

Each bargaining unit member shall be allowed up to five (5) days Leave of Absence (excluding holidays and weekends) with pay for each bereavement. Bereavements shall cover someone in the employee's immediate family. For the purpose of this leave, immediate family is defined as husband, wife, domestic partner, children, grandchildren, parents, grandparents, brothers, sisters or in-laws of the employee. In the event this leave needs to be extended, an employee may elect to use unused vacation, sick, personal or floating holiday leave time for this purpose. If an employee requires additional bereavement time, the unpaid leave shall be approved by the Board or its designee.

Section 10.8 Jury Duty

Employees that are summoned to court to perform jury duty shall suffer no loss of pay provided that the immediate supervisor is notified at least five working days in advance of the official summons.

Section 10.9 FMLA Leave of Absence

- A. The Family Medical Leave Act (FMLA) allows employees up to twelve (12) weeks of leave without pay to attend to personal/family medical or child rearing/maturing purposes.
- B. For the purposes of this leave, domestic partners will be considered part of the immediate family.
- C. An employee shall apply in writing to the Board or designee at least 60 days or more prior to the proposed commencement date of the leave. When prior notice is not possible, the notice requirement may be waived upon written request.
- D. Said leave of absence shall be granted for a period not to exceed twelve (12) weeks to bear a child, or to rear a child, under the age of five (5) years who is the applicant's child by birth, adoption, or for whom legal guardianship has been assumed. A medical certification (Form WH-380) must be completed and signed by a physician to confirm eligibility and must be received by the Department of Human Resources before a leave is granted.
- E. Employees who have accumulated sick leave, vacation, and/or personal days available will be paid during their FMLA leave until such days are exhausted. Once any leave goes into its first day of unpaid time, the balance of the leave shall remain unpaid, unless sick leave bank days are awarded. In that case, the sick leave bank days will be exhausted, and any remaining leave time will be unpaid.
- F. The Board will provide medical insurance coverage in accordance with Section 6.2 for bargaining unit members for the duration of the approved FMLA leave, even if the accumulated sick, vacation and personal time have been exhausted.

- G. The employee shall make his/her intention to return to work known to the administration in writing at least thirty (30) days before the termination of such leave, when possible. Employees returning from FMLA leave of twelve (12) weeks or less, shall be assigned to their original positions, unless the original position no longer exists.
- H. Further information about the Act may be obtained by interested staff members from the Department of Labor's website at www.dol.gov/esa/fmla.html.
- I. For FMLA purposes, the leave year shall be defined as a rolling year beginning with the first day of the FMLA leave.

Section 10.10 Disability/Medical Leave

Except in Worker's Compensation cases (wherein payment from the College shall be reduced by the amount received under the Worker's Compensation Act), a bargaining unit member who is ill or disabled and who has exhausted all accumulated leave time (including FMLA) shall be eligible, upon written verification from their doctor and as confirmed by a doctor of the Board's choosing and at the Board's expense, for Disability/Medical leave. While on Disability/Medical leave sections 9.1, 9.2, and 9.3 of Article IX - **Leaves of Absence** shall apply.

Disability/Medical leave will apply solely at the discretion of the Board for up to a six (6) month period and is contingent upon the bargaining unit member being physically unable to resume the position.

- A. Upon request, the Board, at its sole discretion, may grant an extension of time, not to exceed an additional six (6) months, contingent upon the bargaining unit member being physically unable to resume the position as documented by his physician completing the Form WH-380.

- B. Ability to return to work must also be confirmed by both the employee's doctor and a doctor of the Board's choosing. If the doctors do not agree, the Board and the Union shall appoint an additional doctor to settle the dispute.
- C. An employee unable to return by the end of his Disability/Medical leave shall be considered terminated from employment. If, within one year, the employee is able to return to work and notifies the College of his/her status, the provisions of **Article XII** and 19.2 shall apply.
- D. A bargaining unit member on an approved Disability/Medical leave may continue (at employee's cost) medical insurance coverage through the College plan(s) for the period of the leave.
- E. Although the Disability/Medical leave may be initially approved by the Board, the College does not guarantee and is not responsible for placing the person back into their original position or at any position that may be available beyond the twelve (12) week limit of the FMLA leave.

Section 10.11 Military Leave

Regular and Reserve Forces

The College shall follow all applicable state and federal laws pertaining to military leave.

ARTICLE XI - WORKING CONDITIONS

Section 11.1 Office Automation and Reorganization

- A. The Union shall be kept informed in writing of any employer programs of reorganization and/or automation. The written notice will set forth the nature of the intended changes. Any alleged violation of this provision shall not operate to defeat the reorganization, automation, or change in operations.

- B. The Employer agrees to meet with Union representatives to set up an orientation period for using the new technology. Upon completion of the orientation period, wage rates and job classification changes, if any, will be retroactive to the initial date of implementation.
- C. When changes in operations due to technological innovations occur, the Employer shall give first consideration to the utilization of affected bargaining unit members in the changed operations. If the affected bargaining unit members do not possess the requisite skills or knowledge to perform the required work in the new operation, the Employer shall provide the necessary training. However, the Employer's determination of qualifications, fitness for the new operation, and level and amount of training shall be final.
- D. If the job of any bargaining unit member is eliminated because of the implementation of new technological innovations, the Employer shall in the following order of priority: 1) place the bargaining unit member in a position comparable in level to his/her original position if available, and if qualified for the position, as determined by the administration; 2) place the employee in a lower level position for which he/she is qualified as determined by the administration and if a position is available and shall retain his/her existing rate of compensation; 3) follow the procedure under **Article XVIII, Reduction-In-Force**.

Section 11.2 Health and Safety

- A. The Employer will endeavor to provide safe and healthful working conditions.
- B. No public safety employee shall be required to work where such would be patently unsafe. Disputes hereunder shall be resolved through Expedited Arbitration. The bargaining unit member bears the burden of proving that the condition is actually hazardous.

- C. Bargaining unit members who are required to obtain specific garments as either protective garments or identifiable garments as a condition of employment, shall be provided the same at no cost.
- D. The College and the Union recognize the need to furnish appropriate equipment and materials to enhance the effectiveness of the workplace and the efficiency and productivity of College employees. In recognition of this, the College agrees to honor accepted ergonomic and safety standards when acquisitions of furniture and applicable computer equipment are made.
- E. Locker Space. Each public safety employee shall be provided locker space at Prairie State College.

Section 11.3 Uniforms and Equipment

Prairie State College shall provide security officers with all required uniforms and equipment. The Board will provide for the cleaning and/or dry cleaning of all uniforms. The Board will bear the cost of replacing any uniform, or fraction thereof, which has deteriorated due to normal wear.

ARTICLE XII - NEW CLASSIFICATIONS

The Union and the Board agree to abide by a new structure that is presently being devised by a joint union/management committee between the administration and the Prairie State College Federation of Supportive Staff. Once this committee has completed its work, the new Article will be added as an Addendum to this Agreement.

ARTICLE XIII - VACANCIES

- A. Prior to posting any vacancy, the College shall consider laid off employees in accordance with Section 19.2 of the Contract.

- B. Whenever there is a vacancy in a bargaining unit position, the administration shall publicize such vacancy within ten (10) working days of the decision to fill the vacancy by posting a notice of such vacancy in a locked bulletin board in front of Human Resources and by providing the President of the Union with such notice. The notice shall include the minimum qualifications of the vacancy and a non-binding job description. Vacancies will be advertised internally and externally consistent with EEO/AA regulations. No vacancy shall be filled on a permanent basis until the notice of vacancy has been posted internally for five (5) workdays. However, the administration shall have the ability to fill the vacant position on an emergency basis until such time as a qualified candidate, as determined by the administration, is selected.
- C. Any applicant holding a position that is considered a part of the bargaining unit shall be considered an internal candidate. Each such candidate who meets minimum job qualifications shall be afforded an interview with the screening committee in their recommendation of qualified candidates for an open position. In cases where the finalist candidates are internal and each candidate is equally qualified as determined by the administration, the internal candidate with the greater seniority on the College staff shall receive priority in being offered the position. In cases where an external candidate and an internal candidate are equally qualified as determined by the administration, the internal candidate shall receive priority in being offered the position. **"Qualifications"** as determined by the administration in this provision are not limited to minimum qualifications but include other factors such as but not limited to job performance, experience and interview performance. The standard of review and any dispute regarding the administration's selection of a candidate shall be whether or not the administration's determination of qualifications was arbitrary and capricious.
- D. Internal candidates will not be restricted in the number of positions they may apply for within any given period of time.

- E. Any bargaining unit position that is deemed necessary to the operation of the College, may be filled by a temporary hourly employee for a period not to exceed ninety (90) calendar days, with an extension of time as mutually agreed upon between the Administration and the Union and in the case of a temporary employee who fills the position of an employee on an approved leave.

Section 13.1 Procedures

- A. Once an internal candidate has been tested, the highest score from all tests that are less than one year old will be kept on record with the Human Resources Office. In applying for other vacancies, the bargaining unit member will have the option to use said results if the previous test was administered by the Human Resources Office and is no more than one year old or have a single retake of the tests. If the bargaining unit member opts to retake the tests, the highest current score(s) (from tests that are less than one year old) will be applied toward meeting the vacancy.
- B. An employee who applies for and is selected for a vacancy who was already classified and working in the same classification as the vacancy, may be permitted by the Board to make a lateral move to the vacant position. If management approves the lateral move, the employee's salary shall remain the same.

Section 13.2 Salaries

A. Full-Time Security Officer Salary Minimum

The minimum salary for a newly hired full-time security officer shall be \$25,033 annually (\$12.04 per hour). After successful completion of the probationary period, the security officer's pay shall be adjusted to \$25,346 (\$12.19 per hour). Effective July 1, 2008,

starting salaries will increase by 1.5% per year. After successful completion of the probationary period, the officer's pay shall be increased by \$315, one time increase of base salary.

B. Part-Time Security Officer Salary Minimum

The minimum hourly rate for a newly hired part-time Security Officer shall be \$8.00 per hour. After successful completion of the probationary period, the part-time security officer's pay shall be adjusted to \$8.35 per hour.

C. Full-Time Security Assistant Hourly Minimum

The minimum hourly rate for a newly hired full-time security assistant shall be \$17,472 annually (\$8.40). After successful completion of the probationary period, the security assistant's pay shall be adjusted to \$17,787 increased by \$315, one time increase of base salary. Effective July 1, 2008, starting salaries will be increased by 1.5% annually.

D. Part-Time Security Assistant Hourly Minimum

The minimum hourly rate for a newly hired part-time security assistant shall be \$7.50 per hour. After successful completion of the probationary period, the security assistant's pay shall be adjusted to \$7.85 per hour.

E. Effective July 1, 2005, all full-time bargaining unit members with ten (10) or more years of seniority shall receive a single longevity bonus, not added to base salary as follows:

10-14 years	\$160
15-19 years	\$230
20 years or more	\$410

Part-time salaried benefitted bargaining unit members with ten (10) or more years of seniority shall receive a single longevity bonus, not added to base salary, prorated at 50% of all bonus amounts.

Section 13.3 Fitness for Duty

- A. A fitness for duty evaluation may be requested in certain instances when the Director becomes aware or has been notified of an employee's inability to perform their duties for physical, mental or emotional reasons.
1. An evaluation will be mandated when the individual's behavior adversely affects work performance or the individual is a danger to themselves or others.
 2. Documentation which supports the allegation in A.1 is mandatory.
 3. A fitness for duty evaluation may be needed when considering whether to return an employee to work after an extended period of leave.
- B. A fitness for duty evaluation is not a substitute for discipline or to be used as coercion. When a fitness for duty evaluation is deemed appropriate, the employee should first be notified verbally of the pending evaluation by the Director. The Director will then advise the employee in writing of the specific issues prompting the action, and the date, time and location of the required evaluation.
1. The letter will also indicate that failure to report for evaluation as ordered, and or failure to cooperate with the evaluator could result in disciplinary action up to and including discharge.
- C. All appointments for fitness for duty evaluations will be coordinated through Human Resources. The evaluator's confidential report will be directed to the Executive Director of Human Resources. The Executive Director of Human Resources will deliver a sealed copy of the confidential report to the Vice President of Business and Information Services and the Director of Campus and Public Safety.
1. The original report will remain in Human Resources confidential files.
 2. The results from a psychological evaluation will be used to determine an employee's fitness for duty.

3. Officers physically unable to perform their duties will be referred to the Board for possible reassignment or discharge.
- D. The evaluator will be a Board approved physician or mental health professional used for such services.
1. The employee will incur no costs, and time spent undergoing evaluation will be deemed duty time compensable at the individual's regular, straight-time rate of pay.
 2. If the employee requests an outside individual review the evaluation, the evaluator's report will be forwarded to a physician or licensed mental health professional of the employee's choosing for interpretation and review with the employee. All costs associated with this independent review will be the responsibility of the employee

ARTICLE XIV - HIRING/PROBATIONARY PERIOD

- A. The College shall notify the Union within ten (10) working days of the hiring of any bargaining unit member covered by this Agreement. The new bargaining unit member's name, seniority date, job title/ classification, rate of pay and work schedule shall be provided in the notice to the Union.
- B. Opportunity to apply for any new position or vacancy shall be afforded the bargaining unit members in accordance with this Agreement.
- C. Sufficient copies of this Agreement shall be reproduced so that one copy shall be provided to each bargaining unit member. Each new bargaining unit member shall be given a copy of this agreement. The cost of the initial production of the agreement, and provision of new agreements to new bargaining unit members shall be divided equally between the Union and the Board. All other information pertaining to employment conditions such as Board Policies and Procedures, insurance booklets, pension

booklets and job descriptions shall be available for inspection by any bargaining unit member at the office of Human Resources.

1. New bargaining unit members are not eligible to apply for any newly created or vacated positions for a period of six (6) months after their initial employment.

D. Probationary Period

1. All new public safety employees shall be considered probationary employees until they complete a twelve (12) month probationary period. During the employee's probationary period, the employee shall be represented by the Association except in discharge cases and in cases where the Board determines not to hire a probationary employee into a full or part-time position because of unsatisfactory work performance.
2. After successful completion of the probationary period, the public safety employee shall have the opportunity to be assigned a part-time and/or full-time position.
3. Evaluation of a new bargaining unit member's work performance shall be made quarterly using a standard approved form by the immediate supervisor. The schedule for the performance evaluation will be as follows:

First quarter (Initial) - between the 70th and 90th working day

Second quarter - between the 160th and 180th working day

Third quarter - between the 250th and 270th working day

Fourth quarter (Final review) - between the 340th and 365th working day

The evaluation must be reviewed with the bargaining unit member and submitted to the Office of Human Resources. If the bargaining unit member does not agree with the evaluation, he/she may file a written rebuttal which shall be attached to the evaluation. If, at this time, the employee's work is deemed to be less than satisfactory, said employment will be terminated. Discharge within the first twelve (12) months shall not be grievable.

- E. In the event of any conflict between the terms of a bargaining unit member's contract of employment and the terms of this Agreement, the latter shall be controlling.

ARTICLE XV - DRUG FREE WORKPLACE

The Board will ensure the Department of Campus & Public Safety employees are physically and mentally fit to serve and protect the public. To that end, a zero tolerance drug policy is in effect. The College will seek to discharge any employee who test positive for any substance prohibited by the Cannabis Control Act and the Illinois Controlled Substances Act.

To that end, the College shall work with the Union to develop policies with respect to the following areas:

1. Pre-employment Drug Screening.
2. Random drug testing policy.
3. Reasonable suspicion testing.

The College shall develop a protocol for all such testing, including but not limited to the specific test to be conducted, retention and transportation of samples. Upon completion, the Union will be given 60 days advance notice prior to implementation of such policies for the purpose of notifying its members.

ARTICLE XVI - PROMOTIONS

- A. An internal promotion occurs when a public safety employee moves from that of a security assistant to that of a security officer or from a part-time position to a full-time position within the department. Internal promotion may occur upon the approval of the respective Vice President of the affected area, and the President.
- B. In situations where internal promotions are granted, the position to which one is promoted shall not be posted.
- C. An employee who receives a promotion, shall receive a pay raise in accordance with the provisions of Section 12.2.

ARTICLE XVII - TRANSFERS

A transfer occurs when a bargaining unit member is moved from one position to another solely by administrative action. An involuntary transfer is defined in C below and occurs when the unit member is transferred to a position that he/she does not find acceptable. Conversely, a voluntary transfer is one which, when proposed to the bargaining unit member, is found acceptable. Transfers are not to be confused with position changes as a result of posted vacancies (see **Article XIII**) or promotions (see **Article XVI**).

- A. Whenever a bargaining unit member is transferred from one position to another by administrative decision for a reason other than unsatisfactory work performance, said bargaining unit member shall not be adversely affected in salary or seniority.
- B. Downgrading a bargaining unit position resulting from an administrative decision shall not adversely affect the salary position of the member in the established classifications.
- C. Any transfer of a bargaining unit member to another position which is not acceptable to the member involved, shall be considered an involuntary transfer. Prior to the involuntary transfer, the supervisor shall meet with the bargaining unit member and shall provide reason for the transfer in writing. Any employee being transferred will receive

priority consideration for a period of one calendar year for transfer into future bargaining unit vacancies for which the bargaining unit member meets the minimum qualifications as published for such vacancy, except that this clause shall not affect recall rights Article 19.2.

- D. The compensation of an employee who is transferred to a lower classification either through voluntary action or unsatisfactory work performance will be arrived at as follows:
1. Determine the percentage the individual's current rate is in relationship to the minimum salary of their current range.
 2. Apply the percentage arrived at in step 1) to the minimum salary of the range to which the person is being transferred. The product becomes the new salary of the employee.
- E. Any employee who voluntarily applies for an open position under **Article XIII- Vacancies**, shall not be eligible to apply for the position under any other article of the contract.

ARTICLE XVIII - SEVERANCE PAY

A bargaining unit member who is terminated except either for performance, by retirement, or by voluntary resignation, shall receive severance pay in the total amount of one month's pay for employees with 1 - 10 years of continuous service, or a total amount of two month's pay for employees for more than 10 years continuous service. This distribution will occur after the last official check from the College has been issued.

ARTICLE XIX - REDUCTION IN FORCE

Section 19.1 Layoffs

- A. If it is determined that layoffs are necessary, employees will be laid off in the following manner:

1. Hourly public safety employees who work under an average of 20 hours per week within the department will be reduced in force by their seniority ranking taking the least senior employee first, then following reverse order, by date.
2. Part-time salaried employees within the Department of Campus and Public Safety affected provided that
 - a) the bargaining unit member is qualified to do the work of the non-unit member;
 - b) it is physically (e.g., location, time, etc.), possible for the hourly work to be done by the bargaining unit member, and;
 - c) if there are two hourly positions that the bargaining unit member would be qualified to do, that these positions be combined.

This shall not apply to student employees.

3. Full-time employees within the Department of Campus and Public Safety affected proved that
 - a) the bargaining unit member is qualified to do the work of the part-time salaried public safety employee;
 - b) it is physically (e.g., location, time, etc.), possible for the part-time salaried work to be done by the bargaining unit member, and;
 - c) if there are two part-time salaried positions that the bargaining unit member would be qualified to do, that these positions be combined.

This shall not apply to student employees.

In the event any bargaining unit member bumps an hourly position, said employee assumes the status of that position.

4. In the event of further layoffs, bargaining unit members shall be laid off from the Department of Campus and Public Safety affected full-time seniority list (**Appendix A**) in accordance with their seniority under the following conditions:
 - a) Seniority comparisons shall be made pursuant to Departmental Seniority Lists by position classification established by the Administration and given to the Union at the outset of each fiscal year.
 - b) In the event of a layoff, once the department and position classification to be reduced have been identified, the person with the lowest seniority by department and position classification is selected.
 - c) The person selected may, if deemed qualified by the department's administrator, bump out persons of less seniority in lower level position classifications within the same department.
5. In case of layoff, the Board may exercise one exemption from the seniority layoff list to an employee who possesses specific, specialized skills. If exercised, the Board may then choose to select the next senior employee indicated on the department seniority list by position classification.
6. The Board shall give the Association sixty (60) days notice of the intent to effectuate layoffs. The Board and the Association shall

meet in a Labor/Management meeting to discuss such layoffs. In any event, however, the decision as to these layoffs shall rest with the Board. The Board shall not act in an arbitrary, capricious or egregious manner with regard to such layoffs.

- B. Individual insurance coverage for any laid-off bargaining unit member shall continue for thirty (30) days from the beginning of said layoff. Thereafter, the employee shall have retention and/or conversion rights as provided by law, at employee expense.

Section 19.2 Recall

- A. Bargaining unit members who are laid-off shall be placed on a recall list for a period of one (1) year from the effective date of layoff. Such bargaining unit members shall have priority consideration for any opening which becomes available for which the employee meets minimum qualifications established by the administration. If two or more employees on a lay-off list meet minimum qualifications, the administration selects.
- B. If an employee is recalled to a lower rated classification, the employee shall have the right to refuse recall without any adverse affect on his/her recall standing.
- C. The Board shall not hire new employees in the bargaining unit positions affected by lay-offs as long as there are bargaining unit members on the recall list who meet minimum qualifications and who have not refused the position in question for one (1) year from the date of layoff. Thereafter, the Board may hire new employees from outside of the bargaining unit.

Section 19.3 Outsourcing of Work

The College reserves the right to contract out any work it deems appropriate. Whenever the College determines that it is in the best interest of the College to subcontract out the work of bargaining unit members, the Union will be notified, in writing, ninety (90) days prior to said

layoffs. Upon written request to the Union, the Board will enter into negotiations with the Union with respect to the impact upon such affected employees, including their possible reassignment to other available positions in the College and/or their employment by the subcontractor.

ARTICLE XX - SENIORITY

- A. Seniority for bargaining unit members shall accrue as of the bargaining unit member's date of employment as a bargaining unit member in continuous service. Continuous service is broken only by one of the following:
1. Voluntary resignation.
 2. Discharge.
 3. Failure of the bargaining unit member to return to work at the expiration date of an approved leave of absence or recall to work after a lay off when a notice of ten or more work days has been delivered to the bargaining unit member by certified or registered mail at the last address filed by the bargaining unit member in the Human Resources Office of the College.
 4. A leave of absence or disability that exceeds six (6) months.
- B. If two or more bargaining unit members have the same seniority date, the date of the bargaining unit member's application shall control; whereby the bargaining unit member with the earlier application date shall be senior.
- C. A seniority list shall be prepared annually by the College and delivered to the Union President no later than July 1st of each school year.
- D. Anyone laid off shall receive priority for a period of one (1) year for any job vacancy for which they are qualified, as determined by the administration, in order of seniority, with the senior qualified bargaining unit member being called back first.

ARTICLE XXI - DISCIPLINE

Section 21.1 Guidelines for Progressive Discipline

Both the Board and the Union encourage supervisors and employees to communicate with one another and to informally resolve any problems that may arise. However, both parties recognize that, from time to time, circumstances may arise which require the dispensation of discipline. Discipline shall be performed in a timely manner. Discipline shall be administered when behavior/conduct interferes with the job performance of self or others, or the overall operation of the College. Certain unacceptable actions which may include but not be limited to insubordination, falsification of records, possession of weapons or drugs/alcoholic beverages on College premises, theft, gambling, fighting and sabotage, may be serious enough to warrant immediate suspension for the first offense and possible termination of employment after investigation.

Discipline shall be issued in a private and confidential manner and will be administered as follows:

Section 21.2 Oral Warning

The oral warning shall be delivered to the employee by the supervisor with the Executive Director of Human Resources and Employee Relations present. The Union will be notified of such a meeting and shall have the right to represent the bargaining unit member, if so requested. The employee is responsible for notifying the Union for representation. The supervisor shall present a memorandum documenting the oral warning. A copy of such memorandum shall be served upon the employee who shall sign a copy to acknowledge receipt thereof, and a copy shall be placed in the employee's personnel file. Employee refusal to sign the oral warning shall be noted and shall be placed in the employee's personnel file.

Section 21.3 Written Warning and Conference

The written warning shall be delivered to the employee by the supervisor with the Executive Director of Human Resources and Employee Relations present. The supervisor shall present a memorandum documenting written warning. The Union shall be notified and shall have a right to be present at the meeting. The employee is responsible for notifying the Union for representation. The administration is responsible for notifying the employee that a disciplinary meeting shall take place. If the employee chooses not to have Union representation in the meeting, he will sign a written memorandum stating that he has been offered Union representation and has refused it. The memo shall contain a description of acceptable performance. The memo shall be given to the employee with copies to the supervisor, the Executive Director of Human Resources and Employee Relations and the employee's personnel file. All persons present shall sign said memorandum. Employee's refusal to sign letter of written warning shall be noted and shall be placed in the employee's personnel file.

Section 21.4 Suspension

A suspension, with or without pay, shall be delivered by the supervisor with the Executive Director of Human Resources and Employee Relations present. Reasons for a suspension will be discussed. The Union shall be notified and shall have a right to be present at the meeting. The employee is responsible for notifying the Union for representation. The administration is responsible for notifying the employee that a disciplinary meeting shall take place. If the employee chooses not to have Union representation in the meeting, he/she will sign a written memorandum stating that he/she has been offered Union representation and has refused it. At the disciplinary meeting, a written memorandum shall be prepared and given to the employee with copies to the supervisor, the Executive Director of Human Resources and Employee

Relations and the employee's personnel file. All persons present shall sign said memorandum. Employee's refusal to sign letter of suspension shall be noted and shall be placed in the employee's personnel file.

Section 21.5 Discharge

Written notification of discharge shall be delivered to the employee by the supervisor with the Executive Director of Human Resources and Employee Relations present. The Union shall be notified and shall have the right to be present at said meeting. The employee is responsible for notifying the Union for representation. The administration is responsible for notifying the employee that a disciplinary meeting shall take place. If the employee chooses not to have Union representation in the meeting, he/she will sign a written memorandum stating that he/she has been offered Union representation and has refused it. The Executive Director of Human Resources and Employee Relations shall be present and a copy of the discharge shall be placed in the employee's personnel file. At the disciplinary meeting, a written letter of discharge shall be prepared and given to the employee with copies to the supervisor, the Executive Director of Human Resources and Employee Relations and the employee's personnel file. All persons present shall sign the letter. Employee's refusal to sign letter of discharge shall be noted and shall be placed in the employee's personnel file. The administration shall notify the Union if any bargaining unit member is discharged.

Section 21.6 Personnel File

Every employee shall have the right to examine his/her personnel file upon appointment with the Human Resources Office. Such examination shall be exclusive of confidential referral or recommendation-type material which may be in the file from sources other than Prairie State College. The employee may attach rebuttal, clarifying or explanatory materials to any items in his/her file as he/she deems appropriate.

Section 21.7 Performance Evaluations

An employee's performance shall be formally evaluated at least once per year. The purpose of the performance evaluation is to document elements of the position which the employee does well, those which require improvement, and to establish goals and development plans for continued growth. The immediate supervisor shall meet with the employee to discuss the performance evaluation and give the employee an opportunity to ask questions about any issues that may be unclear. After the evaluation discussion has taken place, the supervisor and the employee shall both sign the evaluation and the employee shall be provided with a written copy of the evaluation as well as any relevant supporting documents. An employee's signature indicates only that he/she has read and understood the evaluation, and shall not be interpreted to indicate agreement with the contents. The original of the signed evaluation shall be kept in the employee's official personnel file.

ARTICLE XXII - GRIEVANCE PROCEDURE

Section 22.1 Definition

Prairie State College and the Prairie State College Campus & Public Safety Officers Association agree that they will use their best efforts to encourage the informal and prompt settlement of grievances. In the event a grievance may arise between Prairie State College and the Prairie State College Campus & Public Safety Officers Association, involving the interpretation and application of this Agreement, a grievance procedure is described below for the orderly resolution of such grievance.

A complaint shall first be discussed in a timely manner between the affected bargaining unit member and his/her immediate supervisor with the object of resolving the manner informally. The affected member may ask that a single Union representation be present for the discussion.

Step 1 All grievances shall be filed at Step 1 within fifteen (15) working days after the Union becomes aware that a grievance exists.

The grievance form may be found in Appendix J of this Agreement. A grievance shall first be submitted in writing by the affected bargaining unit member to his/her immediate supervisor. The affected member may ask that a single Union representative be present for the discussion. Within five (5) working days after said discussion, the supervisor shall give the affected unit member a written response. After the written response is received, the affected employee shall have (10) working days to file a Step 2 grievance.

Step 2

In the event the grievance has not been resolved in the first step, the Union or the grievant will submit a written statement to the Executive Director of Human Resources & Employee Relations. The second step shall be made within five (5) working days after the receipt of the immediate supervisor's decision. Within five (5) working days of the second step filing, the Executive Director of Human Resources & Employee Relations shall confer with the Union and the grievant in an effort to resolve the grievance. The Executive Director of Human Resources & Employee Relations, shall within five (5) working days following the conference, file his/her written decision with the grievant and the Union.

Step 3

In the event the grievance has not been resolved in the second step, the Union will submit a written statement to the President. Said statement shall be made within five (5) working days after receipt of the Executive Director of Human Resources & Employee Relations's decision. No later than ten (10) working days after receiving the statement, the President, or his designee,

shall schedule a hearing on the grievance. Within ten (10) working days after the hearing the President, or his designee, shall communicate his/her decision in writing.

Step 4 Within thirty (30) working days after receiving the decision of the President, the Union, at its option, shall submit the grievance to binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA). The arbitrator shall follow the standard rules of the AAA and his/her decision shall be binding on all parties. Expenses for the arbitration services shall be borne equally by the Board and the Union.

Section 22.2 Provisions

- A. No bargaining unit member will be required to meet with any administrator or supervisor at any formal stage of the grievance procedure without a Union representative.
- B. No participant in the Grievance Procedure shall be financially penalized for such participation. In the event the Union wants participants other than the grievant for a meeting/hearing during work hours, and the administration objects, the meeting/hearing shall be conducted after work hours.
- C. A bargaining unit member who participates in the grievance procedure shall not be subject to disciplinary action in reprisal because of such participation.
- D. The grievant, or his/her representative, will be provided copies of all materials submitted by the Board as evidence in any arbitration of the subject grievance.
- E. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of this procedure within the time allotted had the decision been given.

- F. In any instance where the Union is not representing the grievant, the administrator or supervisor receiving the grievance or making the decision shall notify the Union in writing of all meetings, hearings, and resolutions at any level. The Union may appeal any decision which would seem to violate any terms of the Agreement.
- G. A grievance may be initiated and /or conducted by:
 - 1. a bargaining unit member on his/her behalf;
 - 2. a bargaining unit member accompanied by a Union representative;
 - 3. a Union representative at the bargaining unit member's request;
 - 4. the Union as a sole and exclusive bargaining agent for alleged violation of union's rights under this contract. A Union grievance may be initiated at the Step 2 level.
- H. Conferences held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for the grievant and his/her representative to attend.
- I. All time limits may be extended by mutual agreement between the parties.
- J. A grievance may be withdrawn or settled at any level without precedential effect.

ARTICLE XXIII - ENTIRE AGREEMENT

- A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law or by agreement of the parties from the area of collective bargaining, and the entire understanding and agreements arrived at by the parties after the exercise of that right are set forth in this Agreement. Therefore, the Board and the Union, for the life of this Agreement, each voluntarily waive any and every right which might exist under law, practice, or custom to negotiate any further agreements, items or topics effective for or during the term of this

Agreement, regardless of whether or not proposals were made on such issue, topic or item or whether the issue or topic or time was negotiated. Each party expressly acknowledges that the only obligation to bargain during the term of this contract arises should both parties agree to amend, alter or change a specific express provision of this Agreement.

- B. During the term of this Agreement, this contract may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment.

ARTICLE XXIV - PRECEDENCE OF AGREEMENT

If there is any direct conflict between the expressed terms of this Agreement and Board rules or its Policies and Procedures Manual, this Agreement shall take precedence.

ARTICLE XXV - BOARD RIGHTS AND NO STRIKE

A. Board Rights

The Board retains and reserves the ultimate responsibility for proper management of Community College District 515 as conferred upon and vested in it by the statutes and the Constitution of the State of Illinois and the United States, including but not limited to the responsibility for and the right:

1. To maintain executive management and administrative control of the District and its properties and facilities, and the activities of its employees as related to the conduct of College affairs.
2. To hire all employees and, subject to the provisions of the law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion, their assignment, and to promote and transfer all such employees.

3. To delegate authority through recognized administrative channels for the development and organization for the means and methods of operations.
4. To determine schedules, the hours of operation, and the duties, responsibilities and assignments of employees with respect thereto.
5. The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited by the specific and express terms of this agreement.

B. No Strike

The Union agrees for itself and on behalf of each individual member of the bargaining unit that during the term of this Agreement neither the Union nor any individual member of the bargaining unit will withhold services in any way at any time, nor will they engage in such concerted action as strike, slow-down, mass sick call, and shall not honor or refuse to cross any picket line, whether related to primary or secondary activity; nor will they impose any duty or obligation upon any member of the bargaining unit to conduct, assist or participate in such withholding of services, strikes, slow-down or mass sick call.

ARTICLE XXVI - TERM OF AGREEMENT

This agreement shall become effective July 1, 2007, and shall remain in full force and effect until June 30, 2011. It is the obligation of the Union to notify Prairie State College in writing of its desire to renegotiate this Agreement. Once notification is provided, the parties will agree on a mutually agreeable date to begin the negotiation process.

IN WITNESS WHEREOF, the parties have hereunto set their hands this

day of 2007.

BOARD OF COMMUNITY COLLEGE
DISTRICT NO. 515, COUNTIES
OF COOK AND WILL, STATE OF
UNION, ILLINOIS

PRAIRIE STATE COLLEGE CAMPUS AND
PUBLIC SAFETY OFFICERS ASSOCIATION,
COOK COUNTY COLLEGE TEACHERS
LOCAL 1600, AFT/AFL-CIO

By: _____

Board Chairman

Union President

By: _____

Board Secretary

Union Vice President

APPENDIX A**DEPARTMENT SENIORITY LIST****CAMPUS AND PUBLIC SAFETY OFFICERS ASSOCIATION**

(as of February 2005)

Full-Time Officers

	<u>Hire Date</u>
Campus and Public Safety Officer	05/01/2000
Campus and Public Safety Officer	06/25/2001
Campus and Public Safety Officer	07/02/2001
Campus and Public Safety Officer	01/28/2006
Campus and Public Safety Officer	06/13/2006
Campus and Public Safety Officer	08/26/2006
Campus and Public Safety Officer	03/19/2007
Campus and Public Safety Officer	04/02/2007

Part-Time Officers

Campus and Public Safety Officer	03/05/2005
Campus and Public Safety Officer	03/05/2005
Campus and Public Safety Officer	05/28/2005
Campus and Public Safety Officer	05/28/2005
Campus and Public Safety Officer	05/28/2005
Campus and Public Safety Officer	01/09/2006
Campus and Public Safety Officer	12/04/2006
Campus and Public Safety Officer	02/03/2007

Full-Time Security Assistant

Security Assistant	08/17/98
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APPENDIX B

SALARIES

July 1, 2007- June 30, 2008

1. Effective July 1, 2007, current unit members hired prior to January 1, 2007, shall receive an increase of 4.3% percent to their base salary.
2. Employees hired after January 1, 2007, but before June 30, 2007, shall receive a pro-rata salary increase for the next fiscal year, but in no case less than the minimum of their respective range.

***July 1, 2008- June 30, 2009**

1. Effective July 1, 2008, current unit members hired prior to January 1, 2008, shall receive an increase of 4.3% percent to their base salary.
2. Employees hired after January 1, 2008, but before June 30, 2008, shall receive a pro-rata salary increase for the next fiscal year, but in no case less than the minimum of their respective range.

***July 1, 2009- June 30, 2010**

1. Effective July 1, 2009 current unit members hired prior to January 1, 2009 shall receive an increase of 4.25% percent to their base salary.
2. Employees hired after January 1, 2009 but before June 30, 2009, shall receive a pro-rata salary increase for the next fiscal year, but in no case less than the minimum of their respective range.

*NOTE: For the last two years of this Agreement, the Consumer Price Index (CPI) will be substituted for the agreed rate increase, if it is greater but not to exceed 5%. The CPI rate used will be the year end number as of December for the previous calendar year in which the raise is planned. The CPI from the Bureau of Labor Statistics for the Chicagoland area (Kankakee, Chicago Metro Area, and Kenosha, WI.) will be used for this provision.

APPENDIX C



NON-PSC TUITION REIMBURSEMENT FORM

(CPS EMPLOYEE ASSOCIATION/FAIR SHARE PARTICIPANTS)

Employee Name _____ Employee Id # _____

Employed in what Department _____

Name of College/University where courses are being taken _____

Semester courses taken (circle one) Fall Spring Summer 20_____

Course #	Course Title	Credit Hours

***See reverse side of this form for reimbursement procedures.**

I certify that I am the above named employee, a member of the Support Staff Collective Bargaining Unit or Fair Share participant at Prairie State College and have been employed for six (6) months. I certify that I have read and understand the procedures concerning this benefit.

Employee's Signature _____ Date _____

<i>For Human Resources Office Use Only</i>	
Date _____	
Upon completion of above course(s) with an A, B or C, reimbursement will be paid up to a maximum of \$200 per hour and up to 6 semester hours per term.	
The official grade report has been verified and reimbursement is authorized as follows:	
_____ credit hours at \$_____ per credit hour = _____ (amount reimbursed)	
Budget Account 01-929900-52902-0000	
Union President/Designee	_____
Human Resources Authorization	_____
Business Office Authorization	_____

APPENDIX D

**Prairie State College
Campus & Public Safety Officers Association**

Sick Bank Guidelines

- 1) Upon the execution of this agreement there shall be established a Sick Leave Bank, hereafter referred to as the Sick Bank. The basic purpose of this Bank is to alleviate the effects of **prolonged illness, injury or hospitalization** upon the Campus & Public Safety Officers Association members. In accordance with this purpose, the Sick Bank shall not be used for single day or **short term occurrences**.
- 2) Any member of the Prairie State College Campus & Public Safety Officers Association shall be eligible to participate voluntarily in the Sick Bank. Such members who desire to participate in the Sick Bank shall submit written notice of intent to do so on a form that will be provided. To participate, Prairie State College Campus & Public Safety Officers Association members will contribute one (1) day (8 hours) of accumulated sick leave to the bank per year. Said notice shall be given to the Sick Bank Committee during the month of June each year. All days contributed to the bank are not refundable.
- 3) All new employees may join after six (6) months employment, or with the next years enrollment. **It is your responsibility** if you would like to join, to return the Sick Bank application to the Vice President of the Campus & Public Safety Officers Association after you have marked your 6 month anniversary of employment at Prairie State College. **Your only other chance to join the Sick Bank is during general enrollment in June.**
- 4) The Sick Leave Bank Committee shall maintain a register of the membership and the number of sick leave days accumulated in the bank. The committee shall submit **a written report of days accumulated and/or used by November 1st of every year to the membership and the Union Board.**
- 5) Employees who are members of the Sick Bank, who have exhausted their accumulated sick leave, personal days, and vacation days; and who have been absent five (5) additional days without pay, **may request** reasonable withdrawals as determined by the Sick Leave Bank Committee, provided that there are sufficient days available in the bank and provided that a physician's statement is included with each request for such benefits. **Withdrawals may not exceed twenty-five (25) days within one (1) fiscal year (July 1st-June 30th).**

The granting of such sick leave shall be subject to the same criteria as regular sick leave days and shall be in all other respects consistent with Board policy provided, however, **that such sick leave shall be available for the illness of the employee and not for the illness of family.**
- 6) The days remaining at the end of the year will not be returned to contributing employees, but will be carried over. An employee whose utilization of the Sick Bank is approved by the committee, **may continue to receive such sick leave as awarded by the sick bank committee.**
- 7) Whenever the accumulated sick leave days in the bank shall fall below **thirty**

(30) days, the Sick Bank Committee shall notify all members. Thereafter, **one (1) day (8 hours)** of sick leave from each participating member's accumulated sick leave shall be assigned to the bank unless a member notifies the committee in writing, within ten (10) days of receipt of said notice, that he/she does not wish to remain a member. One month or 173 hours grace period will be allowed to accumulate the donation sick day.

- 8) Authorized use of Sick Bank days by participating members shall be made in accordance with the established policies and procedures of the College and only upon approval of the Sick Leave Bank Committee and its decision shall be final. The participating member's application for such withdrawal must be made after depletion of the employee's accrued vacation, sick and personal leave days, **and after an additional five (5) have passed without pay.** Application to the Sick Bank must be made in a timely manner. Any participating member who is receiving benefits from the State University Retirement System or who is absent for illness due to a work-related injury (which is compensated under the Illinois Workman's Compensation Act) may not avail himself/herself of any benefits of the Sick Bank. **Individuals who apply to the Sick Bank must also make timely application for the benefits from SURS and the Family Medical Leave Act (FMLA).**

- 9) The Sick Bank Committee shall be composed of five (5) participating union members who are elected by the union members who participate in the Sick Bank. The Vice President of the Union shall act as Chairperson of the Committee. Committee members will serve a term of two (2) years, with half elected on alternating years to provide continuity.

Operating rules and regulations for the Sick Bank shall be developed, implemented and amended when necessary by the committee with approval of the Executive Board of the Union.

The Union Board shall be exempt from any grievance resulting from the actions of the Sick Bank Committee.

APPENDIX E

**Prairie State College
Campus & Public Safety Officers Association
Sick Bank Enrollment Form**

Name: _____

Employee I.D. Number: _____

UNION MEMBERS:

I wish to become a member or renew my membership in the Prairie State College Campus & Public Safety Officers Association Sick Bank. I understand the provisions of membership and agree to contribute one (1) non-refundable day of my accumulated sick leave to the Sick Bank.

Signature: _____

Date: _____

APPENDIX F

**Prairie State College
Campus & Public Safety Officers Association
Application for Sick Bank Days**

Applicant's Name _____

Home Address _____

SSN _____ Home Phone _____

Department _____ Hours Worked Per Week _____

Date of Illness/Accident _____

Physician's Name _____

Office Address _____

Office Phone Number _____

PHYSICIAN: PLEASE STATE BRIEFLY THE CONDITION FOR WHICH YOU ARE TREATING THE PATIENT.

PLEASE PROJECT THE LENGTH OF THE RECOVERY

PHYSICIAN'S SIGNATURE

DATE

SICK LEAVE COMMITTEE RECOMMENDATION:

We authorize Personnel to award _____

_____ days of sick leave from the Prairie State College Federation of Support Staff Union Sick Bank.

Approval: _____ DATE _____

APPENDIX G

EMPLOYEE RECALL LIST

**EMPLOYEE RECALL LIST FORM****TO THE BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 515**

I hereby authorize and direct the Board of Community College District No. 515 through its officers, agents and employees, to place my name on Prairie State College's Official Recall List in the event of my layoff from employment.

By the placement of my name on the said Recall List, I hereby agree that I will notify the College, in writing, each six (6) months thereafter that I wish to remain on said Recall List. Such written notification shall be on forms as provided to me by the College at the time such layoff may occur. Said written notification, each six (6) months, will allow my name to remain on the Recall List for a period of one (1) year. It is understood and agreed that failure to properly notify the College within each six (6) month period, in writing, shall mean automatic removal of my name from the Recall List.

Should a recall occur, I will notify the College, in writing, within seven (7) days from the date the Recall Notice was mailed, that I wish to be recalled.

It is further understood and agreed that should a change of home address and telephone number occur after my name has been placed on the Recall List, I will notify the College, in writing, within fifteen (15) days of such change. Further, the undersigned hereby releases and discharges the Board of Community College District No. 515, its members, agents and employees of, and from, any and all liability whatsoever arising from failure of a recall attempt due to non-notification of such change of home address and telephone number.

 Employee Signature

 Effective Date

 Social Security Number

 Home Phone Number

Mr.

Ms.

 Last Name

 First Name

 Middle Initial

 Street Address

 City

 State

 Zip Code

 Layoff Period Beginning _____ and Ending _____

APPENDIX H

**PRAIRIE STATE COLLEGE
CAMPUS & PUBLIC SAFETY OFFICERS ASSOCIATION
GRIEVANCE FORM**

DATE FILED: _____

DOCKET NO: _____

(Please circle:) Step 1 Step 2 Step 3

GRIEVANCE CAPTION: _____

POSITION: _____

RESPONDENT: BOARD OF TRUSTEES OF DISTRICT 515

NAME AND TITLE OF APPROPRIATE SUPERVISOR SERVED: _____

STATEMENT OF GRIEVANCE: _____

DATE OF ALLEGED VIOLATION: _____

REMEDY REQUESTED: (state fully)

I affirm that, to the extent of my knowledge, the above is a full, accurate and complete report of the grievance.

SIGNATURE OF GRIEVANT

DATE

SIGNATURE OF ASSOCIATION
GRIEVANCE CHAIR

DATE

SIGNATURE OF FEDERATION
CHAPTER CHAIR

DATE

APPENDIX I***PRAIRIE STATE COLLEGE CAMPUS &
PUBLIC SAFETY OFFICERS ASSOCIATION*****MEMBERSHIP APPLICATION AND PAYROLL DUES DEDUCTION AUTHORIZATION****TO THE BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 515:**

I hereby authorize and direct the Board of Trustees of Community College District No. 515 through its officers, agents, and employees, to deduct from the portion of any salary due me each month the amount as certified by the Cook County College Teachers Union at the current rate of dues. Such deduction is to start immediately after the date of this authorization.

I further authorize and direct you to transfer and pay such sum so deducted to the Treasurer of the Cook County College Teachers Union, 208 W. Kinzie Street, Chicago, Illinois, 60610.

In consideration of the above described service rendered by the Board of Trustees of Community College District No. 515, its members, officers, agents and employees, the undersigned hereby releases and discharges the Board, its members, officers, agents and employees of and from any and all liability whatsoever arising as a result of the authorization herein given.

This authorization is revocable by me upon written notice to the Cook County College Teachers Union and the Board of Trustees of Community College District No. 515, or upon termination of my employment. It is understood this service shall be limited to deduction to one employee organization for any individual employee, and that no partial deductions will be made.

Dues paid to the Cook County College Teachers Union may not be deductible for federal income tax purposes: however, under limited circumstances, dues may qualify as a business expense.

Effective Date

Employee Signature

Position Title

Social Security Number

Union Representative

Home Phone Number

LAST NAME

FIRST NAME

MIDDLE

Street Address

City

State

Zip

APPENDIX J

**PRAIRIE STATE COLLEGE CAMPUS &
PUBLIC SAFETY OFFICERS ASSOCIATION
COMMITTEE ON POLITICAL EDUCATION
(COPE) DEDUCTION FORM**

**TO THE BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT
NO: 515:**

I hereby authorize and direct the Board of Community College District No. 515 through its officers, agents and employees, to deduct from the portion of my salary due me each pay period, the amount of \$_____, and to transfer and pay that amount to the Cook County College Teachers Union Committee on Political Education (COPE), 208 W. Kinzie Street, Chicago, Illinois, 60610.

This authorization is signed voluntarily on the understanding that the Cook County College District No. 515, its members, officers, agents and employees, the undersigned hereby released and discharges the Board of Community College District 515, its members, agents and employees, of and from any and all liability whatsoever arising as a result of the authorization herein given.

This voluntary authorization is revocable by me at any time by giving written notice to both the Vice President for Administration of the College and the Federation.

Employee Signature

Effective Date

Social Security Number

Home Phone Number

Work Phone Number

Mr.

Ms.

Last Name (Print)

First

Middle

Street Address

City

State Zip Code

APPENDIX K

**PRAIRIE STATE COLLEGE
MEMO OF UNDERSTANDING**

June 2007

During the term of this Agreement, let it be known, that as the State Universities Retirement System (SURS) regarding the 6% limitation, becomes available to both parties, we agree to negotiate the impact of new and existing legislation.

IN WITNESS WHEREOF, the parties have hereunto set their hands this ____ day of June, 2007.

BOARD OF COMMUNITY COLLEGE
DISTRICT NO. 515, COUNTIES
OF COOK AND WILL, STATE OF
ILLINOIS

PRAIRIE STATE COLLEGE
CAMPUS & PUBLIC SAFETY
OFFICERS ASSOCIATION

By: _____
Board Chair

By: _____
Union President

By: _____
Board Secretary

By: _____
Union Negotiator

By: _____
Union Negotiator

SIDE LETTER (1)

During the duration of this Agreement, should the Department of Campus and Public Safety undergo any type of conversion that affects the public safety employees and/or their employment, salaries, positions, and work hours, etc., Prairie State College shall notify the union at least ninety (90) days in advance to commence impact bargaining for all affected employees.

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