

2017

NEGOTIATED AGREEMENT

BETWEEN THE

**ILLINOIS COUNCIL OF POLICE
TRITON CHAPTER**

AND THE

TRITON COLLEGE BOARD OF TRUSTEES

DISTRICT #504

EFFECTIVE: July 1, 2017 through June 30, 2019

Special Note: The definition of masculine references, i.e., he, him and him used in this contract include the feminine equivalent, i.e. she, hers, her.

PREAMBLE

WHEREAS, Triton College and the Union have endorsed voluntarily the practices and procedures of collective bargaining as fair and orderly way of conducting Triton's relations with its employees insofar as such practices are appropriate to the obligation of Triton to retain the right to operate District #504 in a responsible and efficient manner and are consistent with the paramount interest of the public and the students of the school system;

WHEREAS, the parties recognize that this Agreement is not intended to modify any of the discretionary authority or duties vested in the Board and Triton College by the statutes of the State of Illinois or the laws of the United States of America;

WHEREAS, the parties agree that if any provision of this Agreement or any application of the Agreement to any Officer, individually or as a group, shall be found contrary to the law. Then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provision or applications shall continue in full force and effect. No provision of this Agreement shall abrogate the statutory rights, duties, and responsibilities of Triton. Triton also reserves its right to delegate to its administrators the responsibility for the day-to-day management of the College in its charge;

WHEREAS, the enforcement of this Agreement is the joint responsibility of Triton and the Union. Should any disputes arise as to the proper interpretation or application of any provision(s) of this Agreement, the representatives of Triton and the Union shall meet and confer in good faith to resolve differences;

WHEREAS, Triton and the Union further agree to comply faithfully with case and statutory law of the State of Illinois and the United States of America.

WHEREAS, the Employer and the Union may jointly modify this Agreement in writing, which shall be binding on the Employer, the Union, and the Employees;

AND WHEREAS, it is the intention of the parties to this Agreement to provide, where not otherwise mandated by statute, for the salary structure, fringe benefits, and other conditions of employment of the Employees covered by this Agreement to promote maximum productivity of such Employees, to prevent interruptions of work and interference with the efficient operation of the College, and to provide an orderly and prompt method for handling and processing grievances:

NOW THEREFORE, the parties agree that all elements of the PREAMBLE are part of this agreement and additional agree as follows:

ARTICLE I RECOGNITION AND REPRESENTATION

This agreement entered into by and between the Triton College Board of Trustees, Triton Community College District #504, Cook County, Illinois (hereinafter referred to as "Triton") and Illinois Council of Police, Triton Chapter (hereinafter referred to as the "Union"), is intended to promote mutually harmonious understanding and a beneficial relationship between Triton and the Union, and to set forth herein the basic and full agreement between the parties concerning recognition of the Union as the sole bargaining agent for the sworn police officers of Triton Police Department, said sworn officers being comprised of police officers and sergeants.

The following reflects the agreement between Triton and the Union concerning this agreement:

Management Rights

1. Triton shall be entitled to make reasonable rules and regulations, to change methods, equipment or facilities provided. Triton shall not exercise its enumerated and retained rights in a manner that is unreasonable, arbitrary, or capricious.
2. It is further agreed by Triton and the Union that the Union shall be recognized to negotiate and bargain for any and all areas which affect the salaries, benefits, and working conditions of the said members of the Union to the extent permitted by law.
3. It is the intention of this Agreement to provide, where not otherwise mandated by statute, for the salary structure, fringe benefits, and employment conditions of the police personnel covered by this Agreement, to prevent interruptions of work and interference with the efficient operation of the Police Department, and to provide an orderly and prompt method for handling and processing grievances.

None of the provisions of this Agreement shall be construed to require Triton or the Union to violate any federal or state laws. In the event any Article, Section, or portion of this Agreement should be held invalid and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific Article, Section, or portion specified in the court's decision.

ARTICLE II
NON-DISCRIMINATION

1. Neither Triton nor the Union shall discriminate against any employee on the basis of race, creed, color, sex, or national origin.
2. There shall be no discrimination against any employee because of Union activity or function as an officer, committee member, or Union official.

ARTICLE III WORKING CONDITIONS

All full-time sworn police officers will be covered by the following working conditions:

3.1 INITIAL EMPLOYMENT

1. The primary probationary period shall be eighteen (18) months, a new employee shall be eligible for increases in salary after satisfactorily completing the probationary period (see Article IX, 9.1).
2. After the eighteen (18) months probationary period, evaluations will be completed annually. The employment shall continue until terminated by resignation, retirement, or reason for dismissal.
3. For promotions, all non-probationary full-time sworn Triton Police Officers shall be given first opportunity to apply and be examined for potential hiring to the position. In the event that no non-probationary candidate is deemed qualified, all probationary full-time sworn Triton Police Officers shall be eligible to sit for promotional examinations. If no internal candidate is deemed qualified, the college reserves the right to seek qualified candidates from outside the college. The college reserves the right to hire the best qualified candidate.
4. Evaluation of a probationary employee's work performance shall be made on the proper form by the immediate supervisor, and command staff after one (1) calendar month, and then every other month thereafter through the duration of the probationary period. The evaluation must be reviewed with the employee and submitted to the Associate Vice President of Human Resources for signature and retention in the employee's personnel file.
5. Upon satisfactory completion of the primary probationary period and upon the recommendation of the respective supervisor(s) and the Associate Vice President of Human Resources or designee and the approval of the Board, the individual shall become a permanent employee. The Board shall act on the recommendation within sixty (60) calendar days of receipt of the recommendation, or at the nearest regular meeting of the Board thereafter. Employment shall continue until termination by resignation, retirement, or dismissal.

3.2 WORKING HOURS

1. Work day shall be eight-and-one-half (8 ½) hours with lunch included in this period on a five (5) day work week schedule and ten-and-one-

half (10 ½) hours with lunch included in this period on a four (4) day work week schedule. Lunch is one-half (1/2) hour and employees will be allowed to leave the campus, but must stay within a two (2) mile radius for food. Leaving campus for any reason is subject to Shift Supervisor approval in advance.

2. Basic shifts shall be determined by the Police Chief.

3.3 CONTINUING EMPLOYMENT

1. An evaluation may be requested by the employee, Chief, or Vice President of Business Services at any time, but if requested by the employee, the requested review will not fall within a six (6) month period of the last evaluation.
2. An employee not doing satisfactory work shall be notified by the immediate supervisor. A conference will be scheduled with the Police Chief and the Vice President of Business Services to discuss the employee's work and methods of improvement.
3. The Police Chief shall have the power to suspend an employee without pay up to five (5) working days. The Police Chief or the shift commander shall have the power to send an employee home for the balance of a day. A written report of the incident shall be forwarded to the Police Chief by the supervisor.
4. The employee shall have the right to appeal all suspensions through the proper chain of command and/or grievance procedures.
5. Upon written notice to the Chief of Police, officers shall have the right to review their personal file and may petition in writing to the Chief of Police requesting that the file be expunged of written records of minor incidents after a period of one (1) year from the date of the written reprimand.

3.4 PROMOTIONS & DEMOTIONS

1. Promoted employees shall complete a twelve (12) month secondary probation. Evaluations shall be completed at six (6) months and at the end of the secondary probation period. Upon satisfactory completion of the probationary period and upon the recommendations of the immediate supervisor(s) and the Associate Vice President of Human Resources or designee and the approval of the Board, the individual shall become a permanent employee. The Board shall act on the recommendation within thirty (30) calendar days of receipt of the recommendations, or at the nearest regular meeting of the Board

thereafter. Employment shall continue until termination by resignation, retirement, or dismissal.

2. At no time will the revised salary exceed the maximum of the salary range.
3. Involuntary transfer to a lower salary range will be made without loss of income. Voluntary transfer to a lower salary range will be made with the approval of the Chief to a salary that most closely approximates the individual's salary if they had not received a promotion.

3.5 COMPENSATION IN A TEMPORARY SUPERVISORY POSITION

1. Appointment to a temporary supervisory position shall be at the discretion of the Chief and based on seniority and experience. Temporary supervisory appointment shall not be based on "next in line". Determination is made by the Chief of Police and forwarded to the Vice President of Business and Board of Trustees for approval.
2. Any police employee holding a temporary supervisory position, which is normally paid at a higher rate than the employee's regular position, for three (3) consecutive work days or more shall be paid at the higher rate. In no case shall the officer receive less than a ten percent (10%) increase should he/she exceed the minimum of the higher position. This pay shall be from 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 patrol officer throughout this period and must receive approval from the Vice President of Business Services.

3.6 VOLUNTARY SPECIAL DUTY COMPENSATION

College sponsored special duty work will be assigned on a voluntary basis only. Compensation shall be at the current salary, prorated on an hourly basis, with a minimum of two (2) hours or actual time worked, whichever is greater. Special duty resulting in excess of forty (40) hours per week shall be paid in accordance with Article III, Section G.

3.7 OVERTIME

1. Any work in excess of forty (40) hours per week or eight (8) hours per day or if on the ten (10) hour shift, shall be in excess of ten (10) hours per day shall be considered overtime and paid at the prevailing rate at one and one-half times (1 ½) or in compensatory time at the rate of one and one-half times (1 ½) the hours worked.

2. Overtime shall be at the rate of one and one-half (1 ½) times the regular rate of pay, and double time on holidays. Or, in lieu of overtime and at the officer's choice, compensatory time may be earned at one and one-half times (1 ½) the regular rate of or double time for all hours worked, on Holiday.
3. It shall be the responsibility of the supervisor to receive prior approval for overtime from the Vice President of Business Services by completing and submitting the request for overtime form. In emergency situations, verbal approval for overtime shall suffice, until the proper form is submitted and approved.
4. A minimum of two (2) hours at the overtime rate shall be paid to an employee requested to return to work for emergency duty.
5. An employee who has worked overtime shall indicate said time on his/her time card, have the card signed by the supervisor, and return it to the card rack by 9:00 AM each Monday.
6. Court time outside of an officer's scheduled shift and only when the officer has worked over 40 hours that week, shall be paid at a minimum of three (3) hours at one and one half (1 ½) times the hourly rate of pay or, at the officer's choice, in compensatory time at one and one-half (1 ½) times a minimum of three (3) hours.
7. Each employee may accrue compensatory time to a maximum of seventy-two (72) hours which must be used prior to the end of the fiscal year in which it was accumulated. If the compensatory time so accumulated is not utilized prior to the end of the fiscal year, the employee shall receive compensation paid at straight time rates for such compensatory time. All comp-time usage must be approved by the Chief of Police and the Vice President of Business Services.
8. Revision of this process is subject to Web Time entry in the new Colleague system.

3.8 PHYSICAL EXAMINATIONS

1. Each new employee shall be required to have a physical examination by a college approved physician prior to beginning employment and annually thereafter.
2. The Vice President of Business Services may request that an officer have a physical examination by the physician designated by the college at any time during employment when the Vice-President of Business

Services provides a written notice to the officer prior to the examination, setting forth the reasons. Said physical examination shall be during working hours at the expense of the district. When said examination is required, all medical records which result from the examination shall be available to the officer and the Vice-President of Business Services.

3.9 TRITON COLLEGE POLICE RULES & REGULATIONS

1. All police personnel shall comply with the Triton College Campus Police Department Rules and Regulations. Violation of the Triton College Campus Police Department Rules and Regulations may be grounds for disciplinary action or dismissal.
2. The College agrees that within sixty (60) calendar days following the signing of this Agreement, the Chief of Police or his designee will prepare and distribute to all covered officers copies on compact disc of all College and Police Department Rules, Regulations, Board Policies and College Procedures that pertain to Police work and the specific duties of full-time sworn Triton Police Officers. Officers will sign a cover sheet indicating that they have received the materials. If an Officer requires an additional copy of these materials, or if subsequent updating of these materials becomes necessary, he or she may request an additional copy. It is understood that by distributing copies of such written Rules, Regulations, Policies and Procedures that guide their daily activities, that a higher level of professionalism in police work will be realized. However, in the event that any existing Rule, Regulation, Board Policy or College Procedure directly conflicts with the Articles and/or Sections of this Agreement, this Agreement shall take precedence over the existing College Rules, Regulations, Board Policies and College Procedures.

3.10 NO STRIKE PROVISION

1. No employee of the Triton College Police Department during the term of this contract shall engage in, induce, or encourage any strike, work stoppage, slowdown, picketing, or withholding of services by any other personnel at the College. Violation of this provision shall be grounds for dismissal.

3.11 SUBSTANCE ABUSE TESTING

1. The College and the Union recognize that the nature of the duties and obligations of the members of the Police Department require that no officer shall possess or be under the influence of alcohol while on duty or of any controlled substance at any time.

2. The College through the Vice President of Business Services shall have the right to institute substance abuse testing upon the reasonable suspicion of substance abuse. The Chief of Police and/or his designee shall have the authority to request testing when he/she makes a determination that there is reasonable suspicion of abuse.
3. Tests shall be permitted for any controlled, or illegal substance qualifying as "under the influence",
4. Tests shall be limited to urine tests except that if an officer tests positive for substance abuse, he/she or the College may request, at College expense, a blood test.

3.12 TERMINATION OF EMPLOYMENT

1. Resignation

- A. An employee electing to resign from the college must submit written notice ten (10) working days prior to the termination date to the supervisor with a copy to the Chief of Police and the Vice President of Business Services.
- B. If an officer resigns prior to completing two (2) years of service with the College, the Officer shall be reimburse the College for all actual training expenses, if the resignation occurs in the first year and fifty (50) percent of the expenses in the second year. After the second year there will be no reimbursement required.

ARTICLE IV DISCIPLINARY INVESTIGATION PROCEDURES

4.1 POLICE OFFICERS' BILL OF RIGHTS

The College agrees to abide by the Uniform Peace Officers' Disciplinary Act, (50 ILCS 725/1), commonly known as the Police Officers' Bill of Rights. In the event a sworn Police Officer covered by this Agreement has reason to believe that the College has violated the Uniform Peace Officers' Disciplinary Act, he or she will have the opportunity of filing a Grievance under the terms of this Agreement, or, separately, filing an action in a court of law. The College further agrees to abide by all applicable legal requirements under appropriate State and Federal legislation concerning the right of employees to refuse to submit to oral or written investigatory interviews without Union representation where the employee reasonably believes that such interviews might result in disciplinary action.

4.2 NO MEDIA EXPOSURE

The College agrees that no photos of any Officer under investigation shall be made available by the College to the news media prior to a conviction on criminal charges or prior to a decision being rendered regarding any disciplinary action taken by the College and reviewed by an appropriate Reviewing body, unless otherwise required by law.

4.3 ELIGIBILITY FOR GRIEVANCE PROCEDURE

If any of the steps outlined in Article IV, Disciplinary Investigation Procedures, shall be violated by either the College or the Police Department, such violations shall be subject to the Grievance Procedure as described in Article VI of this Agreement.

ARTICLE V DISCIPLINE AND DISMISSAL

5.1 DISCIPLINE

A. Types of Discipline

At all times, supervisors and employees are encouraged to communicate with one another and to resolve any problems that may arise. However, the Board and the Union recognize that, from time to time, circumstances will arise which require the just dispensation of discipline. The parties agree that disciplinary action shall be for just cause shown and will be performed in a timely manner. Where applicable, discipline will be performed in a progressive manner. The types of discipline agreed to by the parties are as follows:

a. Oral Warning

The oral warning shall be delivered to the employee by the supervisor. The supervisor shall draft a memorandum of oral warning. A copy of such memorandum shall be served upon the employee who shall sign a copy to acknowledge receipt thereof and to further acknowledge the employee's understanding that the signed copy shall be retained by the supervisor. Such memoranda may be used as evidence in future disciplinary actions with regard to said employee.

b. Written Warning and Conference

Where the unsatisfactory performance or conduct giving rise to the oral warning has not been resolved, the employee and supervisor shall meet with the Associate Vice President of Human Resources to discuss the problem. The Union shall be notified and shall have a right to be present at the meeting. At said meeting, acceptable performance shall also be discussed. A written memorandum shall be prepared and given to the employee with copies to the supervisor and the Associate Vice President of Human Resources. All persons present shall sign said memorandum.

c. Suspension

If the unsatisfactory performance or behavior has not been corrected within the time frame established in the written warning and conference step, a second meeting shall be held with the Supervisor and Associate Vice President of Human Resources wherein the reasons for a suspension shall be discussed. The

Union shall be notified and shall have a right to be present at the meeting.

d. Discharge

If the unsatisfactory performance or behavior has not been corrected after the suspension of the employee, the employee may be discharged from employment with the College. The employee shall be given written notice of the reasons for such discharge and be provided with an opportunity to respond to the Board of Trustees prior to a decision regarding the anticipated discharge. The Union shall be notified and shall have a right to be present at the Board meeting.

e. Exceptions to Progressive Steps

Nothing herein shall limit the right of the College to effect an emergency suspension, with pay. Termination of an employee where the conduct of the employee is flagrant, insubordinate, or otherwise non-remediable shall only be effectuated following the pre-disciplinary meeting provided in Article V.B.

Said conduct shall include but not be limited to: sleeping during scheduled work shift; conviction of a felony anywhere, during the term of employment, and/or conviction for engaging in criminal activity (not a traffic offense) while on Triton's campus; bringing a weapon onto the College campus; theft of a object of value from Triton or persons on Triton's campus; fighting or striking another employee or supervisor; abandonment of the position by absenting himself for five or more consecutive days without notifying the supervisor; possession, sale or use of a controlled substance.

B. Pre-Disciplinary Meeting

For discipline other than oral warnings, an agent of the Board shall notify the Union and schedule a pre-disciplinary meeting with the employee and the Union. However, other than for a written warning conference, the meeting hereinafter described shall be mandatory. At this meeting the Board shall inform the employee of the reason(s) for potential or contemplated discipline. The employee and the Union designated person shall have the right to rebut or clarify the reasons for such discipline.

The persons present at this meeting shall be limited to the employee, one (1) Union designated representative, the supervisor involved,

and the designee of the Vice President of Business. No other persons shall be present.

There shall be compliance with the provisions of this Section prior to the imposition of any discipline provided for in Section A, subparagraphs 3, 4 and 5 thereof.

C. Notification and Measure of Discipline

All levels of disciplinary actions against an employee shall be done so in writing with the full reasons stated therein. A copy of such disciplinary action shall be served upon the employee and the Union, (which shall include the local chapter representative), except in the case of an oral warning, wherein the provisions of A, 1 of this Article are applicable.

Once the Board has determined the measure of discipline, for that offense only, it shall not be increased for such offense. The disciplinary action taken for the particular offense as regards the affected employee shall not be a precedent for any conduct of similar nature for any other employee.

D. Removal of Discipline

Any verbal or written warnings shall be removed, upon written request, from an employee's file after two (2) years of continuous employment, if the employee has received no additional discipline for the same offense.

Any disciplinary action, greater than a verbal or written warning, other than dismissal shall be removed, upon written request, from an employee's file after five (5) years of continuous employment, only if the employee has received no additional discipline for the same offense. In the event of discipline for an action that could have resulted in termination, there will be no removal from the officer's file.

5.2 DISMISSAL

- A. An employee may be dismissed from duty by the Board of Trustees upon recommendation of the Vice President of Business Services and the College President when detrimental to the general welfare of the college.
- B. Dismissal shall result from any act or events which prove to be detrimental to the general welfare of the college, and/or Police

Department. Just cause for dismissal shall include, but not be limited to:

- i. Excessive tardiness shall be just cause for dismissal.
- ii. Falsification of any employee records constitutes a breach of proper conduct and shall be just cause for dismissal.
- iii. Excessive un-excused absence shall be just cause for dismissal.
- iv. Dismissal for just cause during the primary probationary period as detailed in the job description is not a grievable action.
- v. Dismissal resulting from substance abuse.

1. In addition to the above provisions, the College, by order of the Chief of Police, shall have the right to order urine and/or blood tests on any officer who, by his actions or conduct, creates a reasonable suspicion of substance abuse or being under the influence of alcohol while on duty. Those facts giving rise to the reasonable suspicion shall be reduced to writing and shall become part of the officer's personnel file. If the test results are negative, the fact statement shall be removed from the officers file. If the results are positive, the officer shall be disciplined in accordance with the above provisions.

Prior to ordering a test based upon a reasonable suspicion of substance abuse or being under the influence of alcohol while on duty, the Chief of Police or in his absence the next in command shall personally observe the officer in question.

2. In the event test results indicate an officer has abused a controlled substance and that officer voluntarily submits himself for dependence treatment recommended by a medical professional and approved by the Chief of Police and successfully completes said treatment, no suspension may be imposed. However, if the officer is subsequently tested and the test results indicate substance abuse, said officer shall be subject to termination.
3. Test results indicating that an officer has abused a controlled substance shall be grounds for the Chief of

Police to recommend to the Associate Vice President of Human Resources and the Board of Trustees the immediate suspension without pay of the officer in question for up to thirty (30) days. In the event a subsequent test indicates that the same officer has abused controlled substance, that officer shall be subject to termination for cause. Any employee given notice of a proposed adverse action resulting from testing shall be given five (5) working days to respond. This action shall not be grievable.

4. Refusal to take the test shall be grounds for suspension for ten (10) days on the first occasion. Any officer who refuses to submit to a test in the second occasion shall be terminated for cause.
 - a. All tests shall be administered by facilities licensed by the State of Illinois and not associated with the College and not associated with the Union. The College and the Union agree to designate at least three (3) facilities that are mutually acceptable.
 - b. In the event test results indicate an officer has abused a controlled substance, that officer shall have the right to request an additional test within twenty-four (24) hours at College expense at another agreed testing facility. If the second test results are negative, the first test results shall be deemed negative.
5. Nothing in this section shall diminish the College's right to prohibit the consumption of alcohol or being intoxicated while on duty and discipline any officer for violation of said prohibition.
 - a. Conviction of any Felony of the Criminal Code of any State or Federal jurisdiction shall be just cause for dismissal.
 - b. A violation of the Triton College Police Department Rules and Regulations shall be just cause for disciplinary action or dismissal.
6. If dismissal is sought for any reason the Chief must first serve the individual with a notice of intent of dismissal, which notice shall contain the specific basis and particulars of the charges.

Such notification shall be considered served when delivered in person or when the same shall be deposited in United States Mail and sent by registered or certified mail to the individual's last address on file with the college with return receipt requested and proper postage affixed thereto.

Within ten (10) calendar days after service of such notifications, the individual may, in a written statement of grievance, elect to bypass Steps 1 and 2, and proceed immediately with Step 3 of the Grievance Procedure.

5.3 REDUCTION IN FORCE POLICY FOR TRITON POLICE

Layoff will be by reverse seniority beginning with last hired officer.

1. A reduction in force occurs when the Board of Trustees determines that a reduction in force of sworn police officers is necessary, and after all part time officers and P.S.O.'s (Public Service Officers) have been laid off.
2. If there is to be a reduction in force of sworn police officers, the Union President shall be notified sixty (60) days prior to such reduction.
3. A reduction in force shall be accomplished by normal attrition when feasible.
4. A reduction in force of sworn police officers shall be by reverse seniority.
5. A sworn police officer who is laid-off due to a reduction in force shall receive severance pay equal to one-half (1/2) of one week's straight time pay of the officer (at the time of displacement) multiplied by the total number of years, (up to a maximum of eight (8) years) of the officer's service with the College. Calculation shall be to the nearest one-half (1/2) year based on the date of the notice.
6. Officers laid-off through reduction in force shall be called back to duty by seniority should such recall occur within two (2) years from the date of the reduction in force.

ARTICLE VI GRIEVANCE PROCEDURE

It is the intent of the Board and ICOP's – Triton Chapter, to provide for the prompt and informal resolution of Police employees' complaints.

6.1 DEFINITION

A grievance shall mean a complaint by a Police officer or ICOP's that there has been a violation, misinterpretation or misapplication of this agreement.

6.2 PROCEDURE

Within ten (10) college working days of an event or when an officer should have reasonably known of the event, the Police officer shall review the complaint with his immediate supervisor or the Police Chief and attempt to resolve the matter informally. An officer of the Union may be present.

Step 1

If the complaint is not resolved informally, the complaint shall be submitted in writing and submitted to the Police Chief and the Union President. The Police Chief and the Union shall discuss the matter. This meeting will occur within ten (10) college working days of receipt of the written complaint. The Police Chief will respond within five (5) college working days of the meeting or within fifteen (15) days following receipt of the complaint. If the Police Chief does not respond within the time limit, the grievant may proceed to the next step of the grievance procedure.

Step 2

If the grievance is not settled at Step 1, the Police Union may forward the complaint to the Human Resources Office. This must be done within ten (10) college working days of receipt of the response of the Police Chief. Representatives of the Police and the Associate Vice President of Human Resources will confer on the grievance. The Human Resources Office will respond within five (5) college working days of this meeting.

Step 3

If unresolved at Step 2, the Union may appeal to the Vice President of Business Services and the College President or his designee within ten (10) college working days of the Human Resources Office response. The Vice President of Business Services and the

College President or designee will meet with representatives of the Police Union within five (5) college working days of receipt of the appeal. A decision will be rendered within five (5) college working days of the meeting.

Step 4

If the grievance is not settled at Step 3, the Police Union may forward the complaint to the College Board of Trustees. This must be done within thirty (30) college working days of receipt of the response of the Vice President of Business Services and the College President or his designee. Representatives of the Police and the College Board of Trustees will confer on the grievance. The College Board of Trustees will respond within five (5) college working days of this meeting.

Step 5 – Arbitration

If the grievance is not satisfactorily resolved under Step 4, it may be submitted by the Union within ten (10) college working days of the Step 4 answer to binding arbitration. The Union shall notify the Board, and the parties shall attempt to mutually agree upon an arbitrator within five (5) business days of the notification. If the parties cannot reach an agreement on a arbitrator, the parties shall jointly request Federal Mediation and Conciliation Service or other appropriate parties to provide panels of arbitrators and to act as the administrator of the proceedings.

The arbitrator shall have no right to alter, amend, modify, nullify, ignore, enlarge, add to, delete, subtract from or change the provisions of this Agreement, applicable work rules, or Board policy. The arbitrator shall consider and decide only the specific issue(s) submitted in writing and shall have no authority to make any decision or recommendations on any other issue not submitted to him.

6.3 TIME FACTORS

1. The time limitations of these procedures may be modified by mutual written agreement.
2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits will permit the aggrieved party to proceed to the next step unless the limits have been extended as in Article 6.3-1.

3. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits will be considered to be acceptance of the decision rendered at that step unless the limits have been extended in Article 6.3-1.

ARTICLE VII EMPLOYMENT PRACTICES & PROCEDURES

7.1 SENIORITY

As for purposes of this Agreement, seniority shall be defined as: the number of days, weeks, months and years of continuous service that a member of the bargaining unit has worked for Triton as an officer of the Police Department, calculated from the date the officer was hired. If two (2) or more employees were or are hired on the same date, their standing on the eligibility register list shall determine their seniority.

7.2 SENIORITY AND VACATION SCHEDULING

Wherever possible, vacation periods shall be selected and scheduled prior to December 31st of each year for vacations that will be taken later in the next year. Vacations shall be selected and scheduled based on seniority within the Police Department and the bargaining unit.

Staff vacations shall be scheduled when possible at times of decreased demand such as but not limited to Winter Break, Spring Break and during lower enrollment periods in the summer months.

7.3 SENIORITY, SHIFT SCHEDULING AND DAYS OFF

The College agrees that seniority will be one of the determining factors in allowing Officers to bid on or otherwise select the shifts they will work and the days they will be off. Other factors in making such determinations may include education, training, prior experience and job performance. The final authority for making such determinations shall reside with the Chief of Police or his designee and shall reflect the overall staffing needs of the Department.

7.4 SENIORITY AND OVERTIME

Scheduled overtime assignments shall be based on Police Department seniority, except if a particular level of training or expertise is required for a particular overtime assignment or detail, that assignment may be granted to an Officer of lesser seniority. Unscheduled overtime also shall be based on seniority and, in instances where all available Officers have comparable levels of training and expertise, the unscheduled overtime shall first be offered to the most senior Officer available. The Department will maintain a continuous rotating seniority list which will be utilized in assigning scheduled and unscheduled overtime. However, a given Officer shall have

the right to decline to work unscheduled overtime if another Officer of comparable training and skill levels is available and indicates a willingness to work the unscheduled overtime. Also, individual Officers who exercise their seniority rights in working either scheduled or unscheduled overtime shall be limited to a maximum of forty (40) hours of such overtime in any two-week pay period. Further, no Officer covered by this Agreement may be compelled to work more than forty (40) hours of overtime in any two-week pay period, unless the Officer agrees, seniority levels not withstanding.

7.5 SENIORITY AND RESCHEDULING (TRADING) OF SHIFTS

The College agrees that regularly scheduled shifts and regularly scheduled days off may periodically be voluntarily traded between individual Officers without regard to seniority. In such instances, both Officers involved in a given shift trade must notify the Chief of Police or his designee at least twenty four (24) hours in advance of the starting time of the shift being traded. If in the best interest of the College, due to officer skills and ability, the Chief can decline the proposed trade. Also, such voluntary shift rescheduling must be reciprocal so that the College will not be obligated to compensate either Officer at an overtime rate, unless the original shift being traded was to have been an overtime shift.

7.6 JURY DUTY LEAVE, COURT LEAVE

Any full-time Sworn Police Officer covered by this Agreement who is summoned as a witness in a criminal or civil Court proceeding related to an officers duties at the College and the officer is not a party to the action, or is summoned and reports for jury duty shall be granted leave to fulfill such duty. The College shall compensate any Officer who is required to serve as a juror or participate in a Criminal or Civil Court proceeding at his or her regular rate of pay, assuming such Court or Court-related appearance takes place when the Officer would have been scheduled to work. The Officer shall present proof of such service to the Chief of Police or his designee. Any fees or expense reimbursements that are paid to the Officer for such duty shall, in turn, be paid by the Officer to the College.

7.7 COURT TIME COMPENSATION

The College agrees that all full-time sworn Police Officers will be compensated for Court appearances at the minimum rate of three (3) hours of the Officer's overtime rate of pay or compensatory time at the overtime rate of time and one half if such appearance is scheduled at a time that the Officer would not normally be working and such time puts the officer over forty (40) hours in a week.

If the Court appearance is scheduled for a time when the Officer works a full shift on the same day, either before or after the Court appearance, the three (3) hours shall be paid to him or her providing it is not during his or her regularly scheduled shift. For example, if an Officer works third shift and has a Court appearance at 9:00 a.m., and the Court appearance ends before the regular third shift starting time, that Officer will be paid for three hours at the overtime rate. For Court appearances that occur during an Officer's regularly scheduled shift, there shall be no additional compensation. Also, an Officer will be paid for only one three hour minimum rate of Court time per day. For example, if an Officer has a 9:00 a.m. Court call on a day that he or she would not otherwise be working, and it the Officer must return for a 1:00 p.m. Court call, he or she will be paid for the four hours for the morning call and on an hour-for-hour basis at the normal overtime rate of pay for the afternoon Court call.

7.8 TRAINING COMPENSATION TIME

Officers will be given compensatory time for mandatory off-duty Training and Department meetings at the rate of time and one-half with a minimum of two (2) hours if it results in the officer working more than forty (40) hours in a week. No more than three (3) mandatory meetings will be scheduled per year.

7.9 EQUIPMENT SAFETY

The College agrees that no unsafe or improperly maintained or non-functioning equipment, including patrol cars, motorcycles, radios, Department-owned weapons, computers, lights, sirens and other equipment that is in regular use shall be assigned to Officers covered by this Agreement. It is understood that officers shall give reasonable notice to the administration regarding malfunctioning equipment and notice must be given to the Chief, Vice president of Business Services, and any other appropriate department in writing.

7.10 SECONDARY EMPLOYMENT

The College agrees that all full-time sworn Police Officers covered by this Agreement who desire to take on secondary employment may do so. In instances where such secondary employment is not directly involved in law enforcement or security work, such secondary employment will be reported by the Officer to the Chief of Police or his designee for his information only. All secondary employment must have prior Vice President of Business Services approval which will not be unreasonably withheld. No approval will be given to any Officer to work security or in an establishment whose primary source of revenue is the sale of liquor. The College shall have the

right to require the secondary employer to sign and execute a document (to be provided by the College) that holds harmless the College from any liability that may result from such secondary employment.

7.11 BODY ARMOR

Any officer with body armor more than five (5) years old or no body armor shall be issued new body armor by the College upon the signing of this Agreement.

For officers who have body armor that is less than five (5) year old, they shall continue to use such body armor until it becomes five (5) years old. Individual Officers shall advise the Chief of Police or his designee six (6) months prior to the expiration date that the body armor is about to become obsolete. The Chief, within a reasonable time shall provide the replacement body armor. The parties to this Agreement accept the research findings of the National Institutes of Justice that all body armor designed for Police usage becomes obsolete and should be replace after five (5) years of daily usage.

ARTICLE VIII BENEFITS

8.1 INSURANCE – Medical/Life/Dental

A group hospitalization, income protection, life, and dental program as adopted by the Board of Trustees and contained in a book entitled "Our Group Insurance Plan," as available for the Faculty and Classified Staff will be made available to employees covered by this Agreement. These benefits will be under the same terms and conditions as for Faculty and Classified Staff. Employees hired after the effective date of this contract shall pay for health insurance for the first six (6) months and there will be no insurance coverage for pre-existing conditions.

All benefits set forth in the Health, Dental, and Life Insurance program as adopted by the Board of Trustees shall be paid under a co-payment plan set forth below. Each officer will be provided specifics regarding these insurance programs. Effective July 1, 1997 dependent coverage shall be provided on a co-payment basis of twenty-six (26) pay periods per fiscal year.

Effective July 1, 2013 the health insurance co-payment will be revised through recommendation of the Employee Health Insurance committee and as approved by the Board of Trustees. The co-payment amount shall be identical to the highest amount paid by any other full time employee group. The standard effective date shall thereafter be January 1 through December 31 however, the Board of Trustees at their discretion may revise the co-payment at anytime within 180 days notice to the affected employees.

Insurance coverage begins immediately; employee has 31 days from the start of employment to enroll. Otherwise the next opportunity is during Open Enrollment (towards the end of the calendar year).

The College is in compliance with the Affordable Care Act concerning pre-existing conditions.

Responsibility for benefit rates will shift to the Health Insurance Committee. All full time employee groups will have equal representation together with the President and his designee. This committee will concentrate on controlling the cost of this life and health insurance package.

Prescription Drug Card and Employee Co-pay

\$ 6.00	Generic Drug
\$10.00	Brand Name
\$12.00	Non-formulary

8.2 WORKERS' COMPENSATION

1. Every employee is covered under Workers' Compensation for accidents occurring on the job. All accidents must be immediately reported to the immediate supervisor and the college nurse. Failure to additionally notify the College Nurse's Office immediately following the accident could mean forfeiture of benefits.
2. An employee who is injured from events arising out of and due to the performance of his/her job and who of necessity must be absent from work shall have the following options:
 - a. The employee shall receive Workers' Compensation Benefits only.
 - b. The employee may receive the difference between his/her regular pay and the amount received from Workers' Compensation limited to the amount of accrued sick leave. Sick leave shall be deducted based only on the amount of remuneration received from the college.

8.3 PENSION PLAN

1. The Union Members will participate in the State Universities Retirement System (SURS) in accordance with State statutes.
2. All retirees will have the same reduced tuition plan as the full-time sworn police officer for self and dependents for 5 years from the last date of employment.

8.4 VACATION

1. With the Colleague computer system, all days will be converted to hours. Example: One (1) day is equal to eight (8) hours. All existing database of days have been converted in Colleague system to hours.
2. Hours shall only be accrued in the Colleague system as they are earned, and shall only be credited to the system after the 16th day of the month worked.
3. Employees on an approved leave shall not accrue vacation, sick, floating holidays and personal time during the leave.

4. Employees shall not be paid for time not yet earned. In the event that an employee is compensated for time not year earned, such "overpayment" shall be adjusted on a future payroll. In the event of termination of employment, the employee must reimburse the College in full from his/her personal funds within ten (10) days of having been notified of the overpayment.

A. Paid vacation shall be earned on a monthly basis using the following formula:

- | | | |
|------|--|-----------|
| I. | From day 1 year 1 | 80 hours |
| II. | From day 1 year 5 | 120 hours |
| III. | From day 1 year 9 | 128 hours |
| IV. | From day 1 year 10 | 136 hours |
| V. | From day 1 year 11 | 160 hours |
| VI. | Each full time sworn officer shall be granted three (3) days paid time off between December 25 and December 31 of each year. | |

5. Vacation requests are to be submitted for approval on the appropriate form to the immediate supervisor and the Chief of Police. The needs of the department and the college shall be considered when approving vacation requests.

6. Each employee must take a minimum of forty (40) consecutive working hours vacation each year. An employee may accumulate vacation time not to exceed:

280 hours for the life of this Agreement

7. Upon separation from employment, vacation time accrued but not used, to a maximum of:

280 hours for the life of this Agreement

may be paid at the employee's option at his/her regular salary rate, or as time off prior to retirement.

8. Vacation approved in the first twelve months of employment, shall only be allowed under exceptional circumstances. Such circumstances shall

be decided only by the Vice President of Business Services on a case by case basis, and such decision is not grievable.

8.5 HOLIDAYS

1. Regular Paid Holidays:

- New Year's Eve Day
- New Year's Day
- Spring Holiday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve Day
- Christmas Day
- Presidents' Day*
- Veterans' Day*
- Columbus Day*
- Dr. Martin Luther King Jr.'s Birthday
- Sunday after Spring Holiday (when assigned).

*Three Designated Floating Holidays

2. In the event any holiday listed above is removed by Triton from the college calendar as a recognized holiday, such holiday shall automatically be removed from the list above. The College agrees to replace each such day removed with a comparable floating holiday.

NOTES

1. When a scheduled day off occurs on any of the holidays listed above except Presidents' Day, Veterans' Day, Columbus Day, and the Sunday after Spring Holiday, the officer shall receive one day's pay.
2. If Presidents' Day, Veterans' Day, and Columbus Day are regularly assigned workdays, or assigned as days off, a day off (floating holiday) will be earned. If called in, holiday pay will prevail.
3. Day observed by Triton College and staff as holidays will be designated holidays except for the Sunday after Spring Holiday.

4. Regular scheduling will be adjusted by the shift supervisors, with the approval of the Chief of Police, for the two week period which includes Christmas Eve Day, Christmas Day, New Year's Eve Day and New Year's Day to consider and allow for holiday shift selection and consecutive days off.

8.6 SICK LEAVE

With the Colleague computer system, all days will be converted to hours. Example: One (1) day is equal to eight (8) hours. (All existing database of days have been converted in Colleague system to hours)

1. Sick leave shall be interpreted to mean illness, accident, hospitalization, doctor's appointment, quarantine of the employee or someone in his/her immediate family. The administration may require a doctor's statement as proof of illness after the fifth sick leave in one twelve (12) month period or after three (3) consecutive days of sick leave.
2. Sick leave shall be earned at the rate of eight (8) hours per month during the first ninety (90) days of employment. Upon completion of this ninety (90) day period, the employee shall be credited with eight (8) hours for each remaining month in the fiscal year (July 1).
3. Sick leave days shall not be credited for that period when an employee is on a Family Medical Leave Act or military leave of absence.
4. An employee who will be late or absent due to sickness shall notify the Police Department two (2) hours prior to the start of the shift. Failure to comply with this procedure may result in the loss of salary for that day.
5. Sick leave shall be deducted to the nearest one quarter (1/4) of a day.
6. There shall be a two thousand eight hundred eighty (2880) hours limitation on accumulated sick leave. Upon retirement monetary remuneration shall be at twelve and one-half percent (12.5%) of unused sick leave as defined by the State Universities Retirement System.
7. In the case of an extended illness, the Chief of Police may at his discretion grant unused vacation time after normal sick leave has expired, upon written request of the employee.
8. An employee absent the working day before or the working day following a legal holiday or vacation period may be requested to submit

acceptable proof of the reason for the absence. Failure to provide such evidence shall result in the employee's salary being deducted for both the holiday and the day of absence.

9. Hours shall only be accrued in the Colleague system as they are earned and shall only be credited to the system after the 16th day of the month worked.

8.7 BEREAVEMENT

The Employer agrees to pay employees covered by this Agreement for necessary absence because of death in the immediate family, up to and including a maximum of three (3) scheduled work days straight time, provided the employee attends the funeral. The term "immediate family" shall mean spouse, parent, grand-parent, grand-child, child, brother, sister, or the equivalent "in-law" relationship to the employee. Or a legal dependent or legal guardian of the employee.

Additional days may be allowed at the discretion of the Chief of Police and may be charged against accumulated sick leave.

8.8 PERSONAL USE LEAVE

1. Each full-time police employee is entitled to twenty-four (24) hours personal use leave ~~days~~ during each college year for personal use business without loss of pay or deduction from sick leave benefits. A statement of general reason shall be recognized in all cases of such leave.
2. Personal will be approved by the Supervisor and Chief of Police.
3. Hours shall only be accrued in the Colleague system as they are earned, and shall only be credited to the system after the 16th day of the month worked.
4. Unused personal leave shall apply to sick leave.

8.9 UNIFORMS

1. The employer shall furnish a complete basic uniform, excluding the service weapon, to each full-time sworn officer. This will be a one-time only issue to newly employed officers.
2. On July 1, each year, after the first full year of employment, each full-time sworn officer shall receive a six hundred dollar (\$600.00) annual allowance to be used for the purpose of cleaning, laundering,

maintaining and replacing the basic uniform and requires original receipts and will be processed within sixty (60) days. An expense check will be remitted to each officer on or before July 15, of each fiscal year. Appearance and attire must comply with departmental rules, general orders, policies and procedures.

8.10 EDUCATION

1. Upon completion of an approved undergraduate course with a "B" or better, each full-time employee shall be reimbursed up to a maximum of \$1,400.00 per year (July 1 to June 30) for courses, conferences, and seminars taken off campus. Reimbursement shall be for courses in an approved program or for approved independent courses of study related to the employee's position except for certain Triton College courses, as determined by the Human Resources Office.
2. Tuition for Triton courses will be free with the maximum waiver of \$50.00 in course fees per course. The free courses must be approved as beneficial to employment at Triton by their immediate supervisor. If they are not beneficial, the tuition will be \$3.00 per credit hour with a maximum waiver of \$50.00 in course fees per course. Tuition for dependents (spouse and children) will be \$6.00 per credit hour. In case of out-of-district residents, a request for charge back must be made. Tuition will not exceed the \$6.00 per credit hour rate. Fees will be waived up to a maximum of \$50.00 per course.
3. An employee required to attend training sessions to learn more about his/her job shall be paid time or compensated, if after regular working hours only. The district shall assume responsibility for any expenses in connection with these training sessions (if applicable to the job, and subject to the Chief's and Vice President of Business Services approval).
4. In case of out-of district residents, a request for charge back must be made.
5. Mileage paid for travel relating to training or other duties will be the excess over what the officer's normal round trip travel would have been from home to work.

8.11 Training

1. Any undergraduate course must be approved in advance by the Vice President of Business Services who can approve or reject at his/her discretion, any decision made on an undergraduate course request which may not be grieved, and upon completion of an approved

undergraduate course with a "B" or better, or completion of an approved graduate course with a "B" or better, each full-time employee shall be reimburse up to a maximum of:

\$1,700 for courses, conferences, and seminars or Police Training taken off campus, including Police related training.

Reimbursement shall be for courses in an approved accredited degree program, courses need to meet the requirements of another job classification within the bargaining unit or to meet the requirements determined by the Career Ladder Committee for a promotional opportunity. The employee shall furnish a rationale describing the relationship to the job classification.

8.12 CONFERENCES, CONVENTIONS, SEMINARS

The Administration shall encourage Union employees to attend educational conferences to broaden their knowledge.

8.13 IN-SERVICE TRAINING

Recognizing the importance of education and the responsibility of the college to help and enhance the skills of the union member employees, one day per year shall be set aside as a required in-service day for the Officers. Five hundred dollars (\$500) per year shall be allocated to the Union and Human Resources for the expenses. The Union and the Human Resources Department shall come to a mutual agreement regarding how to spend these funds to best meet the training needs of the employees. All necessary arrangement for the in-service day shall be made by the in-service committee consisting of representatives from the Union and the Human Resources Department.

Other in-service training programs shall be encouraged and planned by the respective departments.

ARTICLE IX WAGE ADJUSTMENT

9.1 BASE SALARY LEVELS

It is agreed that there will be a delay in the following raises until the financial situation with the State of Illinois is corrected and for the duration of the delay, there will be no increase in health insurance co-premiums.

A. Effective July 1, 2017 starting pay for all officers will be \$34,000.00. All officers upon starting full-time shall be paid \$34,000.00 annual salary, prorated over 26 pay periods annually (except when it is prorated over 27 pay periods approximately every 7-11 years).

1. Successful completion of the eighteen (18) month probationary period is only completed upon approval of satisfactory completion by the Board of Trustees. Once approved by the Board of Trustees, effective with the beginning of the first day of the next payroll period, the employee shall be granted the percentage increase to base given to all officers of that rank, for that fiscal year, prorated and going forward only. Effective July 1st immediately following the successful completion of probation, the officer's base salary shall be increased to \$43,800.00 and thereafter, with the percentage increase applied to the base, as listed below, on July 1st for each successive year that the negotiated agreement remains in effect.

2. Sergeants will be paid \$54,420.00 starting with a percentage increase, as listed below, annually thereafter. This increase will be prorated if the promotion is between January through June.

For the duration of this agreement, a Sergeant, if promoted internally shall be paid an annual salary 2% greater than the highest paid patrol officer and in no event, less than \$52,000.00

A. Effective July 1, 2017 each officer and sergeant shall receive a salary increase of: 2% for fiscal year 2018.

B. Effective July 1, 2018 each officer and sergeant shall receive a salary increase of: 2% for fiscal year 2019.

9.2 SHIFT DIFFERENTIAL

There shall be no differential in compensation between any shifts.

9.3 CERTIFIED TRAINING ASSIGNMENTS

Certified training assignments (CTA) allows an officer or sergeant the opportunity to receive an additional \$500 annual stipend pro-rated over 26 pay periods. The determination of this assignment and compensation is at the sole discretion and appointment of the Vice President of Business Services. This appointment can be changed or removed at any time and compensation shall be made only during the time of appointment to a CTA. The request and proof of certification must be in writing and directed to the VP of Business for review and response.

At no time can any officer or sergeant receive pay for more than one (1) certified training assignment. There is a limit of one (1) person serving an appointment per training assignment, as listed below:

- Investigator
- Field Training Officer
- Range Officer

9.4 IRS Section 125 SALARY REDUCTION PROGRAM

The Board shall make available to all full-time sworn officers, at Board expense, an IRS Section 125 Salary Reduction Program to the fullest extent provided by the IRS rules and regulations for insurance premiums, eligible non-reimbursed medical expenses, and dependent care expenses. All enhancements, reductions, alterations, and changes hereinafter adopted by the IRS shall have a like effect on the plan provided by the Board.

This program shall be supplemental to the other insurance coverage contained in the agreement with the Union and shall not permit the employee to withdraw from these basic insurances coverage's.

ARTICLE X
LABOR MANAGEMENT MEETINGS

In an effort to encourage open communication and the free exchange of ideas aimed at improving the service to the college, the Union and the College agree that, from time to time, they shall meet and discuss relevant issues.

The College shall be represented by the Chief of Police and the Vice President of Business Services or his designee and the college attorney if requested by the Vice President. The Union shall be represented by two (2) local union representatives and if requested by the local, an ICOP's representative.

ARTICLE XI UNION BUSINESS

11.1 UNION ACTIVITY DURING WORK HOURS

Officers shall, after giving appropriate notice to their supervisor, be allowed reasonable time off with pay during working hours to attend grievance hearings, Triton labor/management meetings, committee meetings and activities if such committees or activities have been established by Triton and if such officers are required to attend such meeting by virtue of being Union representatives, stewards, witness, or grievant.

11.2 ACCESS TO PREMISES BY UNION REPRESENTATIVES

Triton agrees that Union staff representatives shall have reasonable access to the premises of College Representative so long as they "receive approval of the Police Chief" and provided that such visits do not interfere with normal operations. Such visitations shall be for the reason of the administration of this Agreement. Nothing contained herein shall be construed as authorizing or permitting the convening of a Union caucus or meeting on College time to consider a matter which can reasonably be discussed by the Officers on non-work time.

11.3 BULLETIN BOARDS

The Union shall be entitled to use a designated portion of a bulletin board in the Roll-Call Room. Items posted by the Union shall not be political, partisan, or defamatory in nature.

11.4 SENIORITY ROSTER

The College shall furnish the Union with a current seniority roster. In the event of a change of that roster an updated version shall be furnished.

11.5 DUES DEDUCTION / FAIR SHARE

A. Dues Check off

The College shall deduct union dues from the salary of each Police Department employee covered by this Agreement in amounts as determined by the Union, provided the amount to be deducted shall be uniform for each Union member and provided the deduction is authorized in writing by the member. Such deduction shall be made no later than thirty (30) calendar days following receipt of the appropriate Union authorization by the designated College office.

An employee's authorization shall be deemed revoked upon termination of employment.

When the College makes such deductions and remits such union dues, the Union shall indemnify, hold harmless and defend the Board of Trustees, its members, agents and employees in any action, complaint or suit or other proceedings which may be brought under this Article.

11.6 FAIR SHARE

Employees covered by this Agreement who are Union members as of October 24, 1986, shall be required to maintain membership in the Union or to pay, in lieu of dues, a fair share fee. Employees hired after July 1, 1986 who elect not to become members of the Union shall also be required to pay a fair share fee no later than sixty (60) calendar days following commencement of employment. The amount of the fee shall be certified to the Board by the Union, and fair share deductions shall be made at the same time and in the same manner as dues check off deductions.

The Union shall certify to the Board the amount of the annual fair share fee, not to exceed the dues uniformly required of members of the Union, and shall supply the Board and the non-members a copy of the basis of the calculation of the fee. The fair share fee payment shall be deducted by the Board from the earnings of the non-member employees and paid to the Union.

Non-member employees who object to the amount of the fair share fee established by the Union shall have the right to file an unfair labor practice charge against the Union or take such other action as may be authorized by the Illinois Educational Labor Relations Act and/or the rules and regulations promulgated there under by the Illinois Educational Labor Relations Board. Upon any such filing and notice of such to the Union and to the Board, such funds as paid by the employee shall be transmitted to the Illinois Educational Labor Relations Board or designee for placement in an appropriate escrow account as established by such agency for such purpose and pursuant to their rules and regulations.

Employees who object to the payment of such fees based upon bona fide religious tenets of teaching of a church or religious body of which such employees are members shall pay the fair share fee as determined by the Union to a non-religious, charitable organization mutually agreed upon by the employees affected and the Union. If the affected employee and the Union are unable to reach an agreement on the matter, such money will be paid to one of the charitable organizations approved by the Illinois Educational Labor Relations Board for such purposes.

The Union shall indemnify and hold harmless the Board of Trustees, its members, officers, agents, and employees from any and all claims, demands, actions, complaints, suits or other forms of liability that shall arise out of or by reason of action taken by the Board for the purposes of complying with the above provisions of this Section, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions.

ARTICLE XII ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. Subject to the requirements of impact bargaining, no other matter shall be subject to renegotiations unless mutually agreed upon between the parties, and no amendments or other agreements shall be effective unless in writing and signed or initialed by both parties.

All compensation received under this agreement is limited to a maximum of 5.99% in consideration of the provisions of Illinois Pension Code (40 ILCS 5/15 -111) and any and all legislative enactments that may follow related thereto.

If subsequent legislative enactments permit compensation in excess of 5.99% without penalty to, or liability for the College, then such compensation shall be paid under the provisions of this agreement.

