

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 505
(PARKLAND COLLEGE)**

AND

**PARKLAND COLLEGE,
PUBLIC SAFETY OFFICERS' ASSOCIATION LOCAL #173 OF POLICEMEN'S
BENEVOLENT LABOR COMMITTEE**

EFFECTIVE

JULY 1, 2018 THROUGH JUNE 30, 2021

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PREAMBLE

This AGREEMENT, covering compensation, hours, fringe benefits, and conditions of employment, is entered into by and between the BOARD OF COMMUNITY COLLEGE DISTRICT NO. 505, COUNTIES OF CHAMPAIGN, COLES, DeWITT, DOUGLAS, EDGAR, FORD, IROQUOIS, LIVINGSTON, McLEAN, MOULTRIE, PIATT, VERMILION AND STATE OF ILLINOIS, hereinafter referred to as the “Board”, and the PARKLAND COLLEGE, PUBLIC SAFETY OFFICER’S ASSOCIATION, hereinafter referred to as the “Union”. The Board recognizes the Union as the exclusive collective bargaining agent for the bargaining unit as defined in

It is the desire and intent of the parties to seek the orderly adjustment of differences that may arise between them, to seek an orderly method of handling and processing grievances and, further, the purpose of this Agreement is to promote harmony and efficiency in the working relationships between the parties so that the public, the College and the employees may be benefited.

Cognizant of these purposes and understandings, the parties have agreed to each of the provisions of the Agreement hereinafter contained.

NOW, THEREFORE the parties agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 BOARD

The term “BOARD” shall mean the Board of Trustees of Community College District No. 505, counties of Champaign, Coles, DeWitt, Douglas, Edgar, Ford, Iroquois, Livingston, McLean, Moultrie, Piatt, Vermilion and state of Illinois, and shall also mean any administrator(s), supervisor(s) and agents of the Board when acting within the scope of their authority.

Section 1.2 COLLEGE

The term “College” refers collectively to the institution and to all educational facilities or academic locations under the jurisdiction of the Board and administrative offices thereof.

Section 1.3 UNION

The term “Union” refers to the Parkland College, Public Safety Officer’s Association.

Section 1.4 AGREEMENT

The term “AGREEMENT” shall mean the Collective Bargaining Agreement between the Board and the Union.

Section 1.5 PUBLIC SAFETY OFFICER

Public Safety Officer Employees are those employees who are currently working forty (40) hours per week for the calendar year. All Public Safety Officers shall be:

- A. Successful graduates of an Illinois Board Of Local Government Law Enforcement Police Training Institute, and shall be sworn in as an officer in accordance with 110 Illinois Compiled Statutes 805/3-42, and
- B. Successful graduates of an Illinois DPH-certified Emergency Medical Technician (EMT) Program, maintaining a “B-D”-level EMT license or EMS First Responder certification in Illinois.
- C. A new employee will be considered a member of this bargaining unit once that employee is sworn in by the College Board and is scheduled to obtain the necessary training and/or licensure.

Section 1.6 COMMITTEES

Whenever in this Agreement there is reference to the formation of a labor-management committee, it is understood between the parties that the members of said committees should consist of an equal number of Union and management representatives, unless agreed otherwise. The Union shall appoint Labor representatives, and the College shall appoint management representatives.

Section 1.7 GENDER

It is agreed that the use of the male or female pronoun in this Agreement shall refer to employees of both the male and female gender.

ARTICLE II RECOGNITION

Section 2.1 UNION RECOGNITION

The Board recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing compensation, hours, fringe benefits and terms and condition of employment of all Board-approved as defined in the classification listed in the Consent election of June 4, 1999.

Neither the Board nor administration shall bargain with any other employee organization, its agents, or any individual over wages, hours and terms and conditions of employment, except as provided herein.

**ARTICLE III
MANAGEMENT RIGHTS**

Section 3.1 BOARD POWERS

The Board, except as specifically limited by the express provisions of the Agreement, retains the sole right and authority to operate and direct the College in all respects, on behalf of the electors of the district, retains and reserves the ultimate responsibilities for proper management of the College district consistent with the statutes and the Constitution of the State of Illinois and the United States, subject to the terms of this Agreement including but no limited to the responsibilities for and the right:

- A. To maintain executive management and administrative control of the College district and its properties and facilities and the activities of its employees, including bargaining unit employees, as related to the conduct of College affairs.
- B. To hire all employees and, subject to the provisions of law, and this Agreement, to determine their qualifications and the conditions of their continued employment, discipline, dismissal, demotion and layoff; and to promote, and transfer all such employees.
- C. To direct and control the work of its employees, establish reasonable and equally enforced work rules and regulations, determine the time and hours of operation and when overtime shall be worked and determine the levels of service to be provided and the methods and means of providing those services, including entering into contracts with private vendors for services.

The board shall comply with the provisions of the Illinois Education Labor Relations Act in reference to its duty to bargain regarding subcontracting work performed by the bargaining unit employees. Specifically excluded is the contract to private vendors referenced above; subcontracting of a temporary nature; in an emergency; work not customarily performed by the bargaining unit, where necessary equipment is not available.

- D. To establish, change, combine or abolish job classifications and the job content of any classification consistent with this Agreement and IELRA.
- E. To establish educational policies, goals and objectives based upon the College's mission; to ensure the rights and educational opportunities of the students, to determine staffing patterns and to determine the number and kinds of personnel required in order to maintain the efficiency of College operations.
- F. To build, move or modify facilities, establish budget procedures and determine budgetary allocations, determine the methods of raising revenue; and take action on any matter in the event of an emergency.
- G. To delegate authority through recognized administrative channels, recognizing that the Board normally exercises most of its powers, rights, authorities, duties and

responsibilities through the President and members of the administrative staff.

Section 3.2 BOARD RESPONSIBILITIES

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 only by the specific and express terms of the Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

No action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Board unless and until the Board has agreed thereto in writing. Nothing contained herein shall limit the parties' rights to settle grievances in accordance with

Nothing contained herein shall be constituted to deny or restrict the Board of its rights, responsibilities, and other authority under the Illinois Public Community College Act and rules which have derived from it, or any other national, state, county, district, or local laws or regulations as they pertain to education.

ARTICLE IV UNION AND EMPLOYEE RIGHTS

Section 4.1 UNION MEETINGS

The Union shall have the right to hold a reasonable number of meetings on College property, provided such meetings in no way interfere with any aspects of the operation of the College. Extraordinary expenses associated with the meetings shall be borne by the Union. Such meetings will be scheduled at least twenty-four (24) hours in advance with a Human Resources Representative.

Section 4.2 RELEASE TIME FOR UNION

The Board shall grant released time to the Union in the total amount of four (4) hours per week, to be used by individuals annually designated by the Union, unless the officers of the Union change. The College is not required to recognize any such individual for released time unless the Union has informed the College, in advance and in writing, of the designated individuals' names and departments. No one individual may use more than three (3) hours in one (1) week. The Union and officers of the Union may be granted additional release time for Union activity by mutual agreement of the College and the Union. Such released time may be used for the purpose of investigating and presenting grievances and contract administration. The Union officers shall give advance notice of no less than one (1) hour of the use of such released time to his supervisor, along with the specified amount of time desired to be used. Such released time will be granted consistent with the needs of the College. A record of all released time shall be submitted to Human Resources on a Union Notification/Record of Release Time form.

Section 4.3 PUBLIC RECORDS

The Board shall make available to the Union, upon its request, those public records, which are relevant to negotiations or the enforcement of this Agreement. Such requests shall be in accordance with and governed by established Board policy instituted in compliance with the Illinois Freedom of Information Act (P.A.83-10 13).

Section 4.4 BOARD AGENDA

The Union shall be supplied by the Board with a copy of the agenda and the date of any regular or special meeting at the time the agenda is distributed to the Board. Additionally, the President of the Union, or a duly appointed designee, shall receive copies of the minutes of the last meeting at the same time as they are distributed to the members of the administrative staff.

Section 4.5 PARTICIPATION AT BOARD MEETINGS

The President of the Union, or a duly appointed designee, shall be accorded the privilege of speaking at Board meetings for a period of time allocated by the Chair of the Board, provided that a request has been made prior to the preparation of the agenda, such request having fully identified the subject(s) to which the desire to speak is directed. Collective bargaining shall not be conducted nor shall grievances be discussed at such meetings. The Board agenda contains a "Public comments" time for all open meetings.

Section 4.6 BOARD POLICIES

One copy of the Board's official policies, regulations and all subsequent additions, deletions and amendments shall be tendered to the Union secretary for use by the Union.

Section 4.7 LIST OF UNION OFFICERS

The Union shall promptly supply the President and Human Resources with an up-to-date list of Union officers and designated officials, indicating any changes from the previous list.

Section 4.8 USE OF EQUIPMENT AND SUPPLIES

The Union shall have the right to request that Union materials be prepared by Parkland College employees using Parkland College facilities and supplies. Such requests will be granted if such would not interfere with the College operations. The Union will reimburse the College for such service at the internal billing rate upon receipt of billing by the College.

Section 4.9 DUES CHECKOFF

Upon receipt of a signed authorization from an employee in the form set forth in Appendix A, the regular monthly dues (uniform in dollar amount), by classification, of

the Union shall be deducted from such employee's pay. The Treasurer of the Union shall notify the Office of Human Resources the amount of the uniform dues to deduct. Deductions shall be made on the payday of each month as described in SECTION 18.6 and shall be remitted promptly to the Union's account at the Champaign County Schools Employees' Credit Union.

The Union shall indemnify the Board and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of any action taken by the Board for the purpose of complying with the provisions of this Article.

Section 4.10 DISTRIBUTION OF UNION MATERIALS

The Board shall provide an appropriate bulletin board accessible to employees for use by the Union for posting of its materials. The Union agrees that only appropriate materials dealing with Union business shall be posted.

Section 4.11 VACANCIES WITHIN THE BARGAINING UNIT

Every effort will be made to promote a qualified employee when a vacancy occurs, thus giving the employee preference over applicants not currently employed, where job-related education, experience and training are equal.

In all cases, the best qualified applicant shall be appointed.

If applicants are equally qualified, except in seniority, the employee having the earliest date of employment will be given preference as the most qualified.

Section 4.12 COMMITTEES

The Board shall solicit recommendation of the Union in the appointment of College Committees that deal with issues affecting employees of the bargaining unit.

Section 4.13 POLICY ON PERSONAL EFFECTS

Upon termination, the College may remove such personal effects. Once removed, the College must mail notice to the employee to claim their property. If the employee does not claim their property within sixty (60) days, the College will ship/destroy/donate to charity said property.

The College retains the right to assign office or work area space.

Section 4.14 RESOURCES FOR EMPLOYEES

The College recognizes the need to provide necessary resources, as determined by the College in accordance with current job description, for employees to adequately perform their job duties and responsibilities as assigned.

Section 4.15 FAIR SHARE

- A. All employees covered by this Agreement who are not members of the Union, commencing on the effective date of the Agreement, or upon thirty-one (31) days after their initial employment, and continuing during the term of this Agreement, and so long as they remain nonmembers of the Union, shall pay to the Union each month their fair share of the costs of the services rendered by the Union that are chargeable to nonmembers under state and federal law.
- B. The Union shall certify to the Board a fair share amount not to exceed the dues uniformly required of members in conformity with federal and state law and Education Labor Relations Board Rules.
- C. Such fair share payment by nonmembers shall be deducted by the Board from the earnings of the nonmember employees and remitted to the Union within ten (10) workdays of said deduction unless required to remit a fee to the Educational Labor Relations Board for escrow.
- D. The Board shall cooperate with the Union to ascertain the names of all employee nonmembers of the Union from whose earnings the fair share payments shall be deducted and their work locations and shall provide the Union space to post a notice concerning fair share.
- E. The Union and the Board shall comply with the rules of the Educational Labor Relations Board concerning notice, objections, and related matters contained in its fair share rules.
- F. Upon adoption of any Union internal appeal procedure, the Union shall supply the Board with a copy. In addition, the Union shall advise the Board of subsequent changes therein.
- G. The Union shall indemnify and hold harmless the Board, its members, officers, agents, and employees from and against any 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 Article, or reliance on any list, notice, certification, affidavit, or assignment furnished by the Union under any such provisions. The Union shall not be responsible for the attorney's fees of any attorney for the employer other than the attorney employed and supervised or directed by the Union.
- H. If, during the term of this Agreement, the Educational Labor Relations Board or a court of competent jurisdiction rules any part of this Article void or unenforceable, the Union and the Board agree to convene negotiations on the matter immediately for the sole purpose of bringing this article into compliance with standards or rulings of said Labor Board or court.

**ARTICLE V
NON-DISCRIMINATION**

Neither the Board nor the Union shall discriminate against any employee on the basis of race, color, sex, gender, gender expression, national origin, religion, age, veteran status (including Vietnam veteran), marital status, ancestry, disability, sexual orientation or Union activity.

The Board, in its employment practices, will fulfill all of its obligations under federal and state laws regarding equal employment opportunity.

The Board and the Union also agree not to interfere with the right of any employee covered by this Agreement to become or to refrain from becoming a member of the Union.

The Board and the Union agree that there shall be no discrimination by either party against any employee of the College arising from membership or non-membership in the Union.

**ARTICLE VI
WORK ENVIRONMENT**

Section 6.1 WORK HOURS, WORKDAY, and WORKWEEK

- A. Employees shall have regular work hours.
 - 1. In twenty-four (24) hour operations, where there is a continuous seven-day-a-week operation made necessary because of the nature of the work, the normal workday shall consist of eight (8) consecutive hours or ten (10) consecutive hours.
 - 2. A typical workweek shall consist of five (5) consecutive eight (8) hour days or four (4) consecutive ten (10) hour days.
- B. If the College shall determine that, based on the objective needs of the College, an adjustment of the regularly scheduled hours is required; the College shall provide thirty (30) days' prior notice for permanent adjustments. Fourteen (14) days' prior notice is required for an adjustment of up to two hours to the beginning or ending of the workday, or changes of a temporary nature to cover for employees on vacation. The notice shall be made to the employee and the employee representative of the appropriate bargaining unit. Unusual circumstances may require shift changes of an immediate nature. These changes will be discussed with the Union representative.
- C. The employee representative, upon receipt of notification, may request a Management/Labor Meeting prior to implementation.

Section 6.2 OVERTIME

The Board and Union agree that the need of the College will, from time to time, require overtime work by the employees and will request such overtime as needed. The Board

recognizes that notice to an employee involved in prospective overtime employment must be made as early and as reasonably as possible so as not to unfairly interfere with the private lives of the employees. Overtime must be authorized by the employee's supervisor in advance.

Section 6.3 SPECIAL EVENTS

If an employee is requested to perform duties at a special event or at an event that is part of the employee's area of responsibility, the employee will receive at least one (1) week's notification of the event, if possible. The Board recognizes that notice to an employee must be made as early and as reasonably as possible so as not to unfairly interfere with the private life of the employee.

Section 6.4 INCLEMENT WEATHER/EMERGENCY CLOSING

In the event of a declared emergency, every effort is made to keep the College open. Borderline decisions are resolved in favor of holding classes. When the College is closed due to a declared emergency or inclement weather, the Board shall pay employees for the period of time the College is closed. Any employee required to work during a declared emergency, who cannot get to work, shall suffer no loss of pay or benefits. Any such employee who works during the hours of the declared emergency shall receive overtime pay or compensatory time off at the rate of one and one-half times their hourly rate for all hours worked during the declared emergency. Employees shall be required to seek prior approval by his or her immediate supervisor prior to performing any such duties during the declared emergency.

Section 6.5 LUNCH HOURS

Each employee working eight (8) consecutive hours in one (1) workday shall have one (1) thirty (30) minute, interruptible, paid lunch break, to be taken on campus, or an employee working ten (10) consecutive hours in one (1) workday shall have one (1) forty-five (45) minute paid lunch break on-campus. The employee is required to respond to emergencies.

Section 6.6 BREAKS

Each employee shall have two (2) paid, interruptible fifteen (15) minute breaks per workday, which shall be taken consistent with the needs of the work place.

Section 6.7 OVERTIME MEALS/BREAKS

Any employee on overtime shall have either one (1) paid, interruptible fifteen (15) minute break within each five (5) hours of overtime, or if overtime is worked five (5) hours beyond a normal workday, then the College will provide a paid one-half (1/2) hour meal break to be taken within the five (5) hours, but no later than one (1) hour prior to the end of the overtime period.

Section 6.8 MEETINGS CALLED BY MANAGEMENT

Mandatory meetings called by Management for unit employees shall take place during regularly scheduled work hours or other work hours.

Section 6.9 FLEXIBLE WORK SCHEDULE

If an employee requests a flexible work schedule from the employee's supervisor, and there is mutual agreement as to the establishment of that schedule, such a schedule will be implemented.

Section 6.10 SUMMER WORK HOURS/DAY/WEEK

If the Board continues the modified summer work schedule then the following shall apply:

- A. The typical work hours will be a modification to the employee's schedule. That reflects the number of hours worked by the rest of the college.
- B. The duration of the modified summer work schedule shall be determined by the Board.
- C. Absence for:
 - 1. Sick Leave: will be computed on an hour by hour basis
 - 2. Personal Leave: will be computed on an hour by hour basis
 - 3. Vacation: will be computed on an hour by hour basis.

Hours worked between 35-40 per week will be compensated at straight time.

Hours worked in excess of 40 will be compensated in accordance with the applicable bargaining unit policy.

Section 6.11 WORK SCHEDULES

Work Schedule: Determination of seniority will be obtained from the employment records on file in the Human Relations department of the college. Sergeants' seniority will be determined on the basis of their "time-in-rank" seniority.

Each year the chief of police will post a bank "Shift and Days Off Sign-Up list" for each of the patrol shifts. In said list there will be separate column for Sergeants and Patrol Officers. The list will contain the number of positions available for each shift, and the days off that correspond to each position.

The blank "Shift and Days Off sign-up list" will be posted on or about the 1st of November and will remain posted for thirty days. After each officer of the department

has signed up for their shift and work schedule, any changes that occur to shift assignment will take place after the winter holiday break period is over.

The final "Shift Days Off List" shall indicate the shift and days off assignments for all officers and will remain in effect for a one (1) year period.

Selection Process: All Step V Officers (solo patrol) will be eligible to participate in the sign up process. The Chief of Police shall determine the shift and days off that are eligible for officers to sign up for. Selection for shift will proceed in order with the "senior most officer" indicating their shift and days off assignment, then proceeding through the list to the officer with the least seniority, until all shifts and days off have been filled.

Vacancy occurs to the shift: The Chief of Police shall have the discretion to fill such vacancies to a shift when the vacancy impacts the working environment of the department. If such a situation should arise then the Chief of Police has the ability, (after notification in writing) to move any solo officer to that vacant position, regardless of department seniority. This change would remain in effect for the remainder of the sign up year, at which time the officer would be able to re-participate in the sign-up procedure. In the event that an officer has been moved from their shift assignment, the Chief of Police cannot reassign the same officer more than once in a three-year period.

ARTICLE VII EMPLOYMENT STATUS

Section 7.1 GRANT-FUNDED EMPLOYEES

- A. Grant Proposals. Grant writers are expected to include a copy of this Agreement with their proposal or requests for renewals to the granting agency, and request that the grant, if approved, be issued consistent with the employment terms and conditions that are set forth in this Agreement.
- B. Unit Employees. Grant-funded employees who meet the definition of Regular full time or regular part time employees in section 1.5 of this Agreement shall be in the bargaining unit. These employees will receive all contractual benefits except those benefits listed under Section 8.5, Reduction in Force, Public Safety Officers. A position is deemed a grant-funded position per the hiring documents.
- C. Superseding Provisions of Grant. For the duration of the grant program, requirements of the granting agency shall supersede the contractual provisions.
- D. Grievance and Arbitration. Terms of the grant shall not be subject to the grievance and arbitration procedures of this Agreement.
- E. Non-renewal. Continuation of a grant position is contingent upon renewal of the grant. Notification of non-renewal will be made to the affected employee and the Union within five (5) working days of the College's receipt of final notification from the granting agency, or within five (5) working days of the College's knowledge of non-renewal. An employee whose position is eliminated because of non-renewal

shall be entitled to those rights granted employees under Section 4.11.

Section 7.2 PROBATIONARY PERIOD

- A. Initial Probationary Period. All new employees shall serve a probationary period of four hundred and fifty-five (455) calendar days (15 months). The discharge of an initial probationary employee shall not be subject to the grievance and arbitration provisions of this agreement. The initial probationary period may be extended for an additional ninety (90) days upon the mutual agreement of the College and the Union. The initial probationary period shall be automatically extended for any leaves of absence in excess of fourteen (14) days. The extension of the probationary period will be of equal duration as that of the leave. Under special circumstances, the College and the Union can agree to further extensions of the probationary period.

Employees may not use accrued time-off until they have completed 90 days of service (not including P.T.I)

B. Promotional Probationary Period

1. An employee beginning a new position shall serve a promotional evaluation period of three hundred and sixty-five (365) calendar days. This does not affect the use of employee benefits.
2. During this promotional evaluation period, if at the employees request the employee shall be reinstated in the employee's previous position, at the employee's previous compensatory rate.

Section 7.3 ANNIVERSARY DATE

An employee's anniversary date will be the employee's most recent date of hire.

ARTICLE VIII VACANCIES, REASSIGNMENTS, REDUCTION IN FORCE

Section 8.1 JOB DESCRIPTIONS

Current job descriptions for each unit position shall be maintained in the office of Human Resources and will be provided upon request. An employee may request a review of their job description with their supervisor and/or a Human Resources Representative at any time.

Section 8.2 POSTING FOR VACANCIES FOR NEW EMPLOYEES

Vacancies within this Collective Bargaining Unit will be posted five (5) working days after the position becomes available. Applicants for internal postings are limited to current bargaining unit employees.

The vacancies shall be posted by 8:00 am on the first day of posting to constitute a full day.

Section 8.3 NEW AND MODIFIED POSITIONS

The College shall promptly notify the Union of its intention to add new or change existing unit positions:

- A. A new position shall be a newly created position that has not existed at the College.
- B. A modified position shall be a substantial change in a position that has existed.
- C. Any addition or change to position shall be in accordance with the IELRA.

Upon installation of a new or changed position, the work shall be performed by the incumbent, if qualified through job-related education, training and experience. The rate of pay for such positions shall be consistent with the rate of pay for positions with comparable duties and experience. The Human Resources Representative shall notify the Union President of the proposed new modified rate of pay, and the Union shall have three (3) workdays to request bargaining over said rate if not acceptable.

First consideration shall be given to the incumbent if on-the-job training or staff development would be sufficient to qualify the incumbent for the position and if the incumbent is able to perform a substantial portion of the job duties.

Section 8.4 AUTOMATION/REORGANIZATION

The College shall notify the Union and the affected employee(s), in writing, at least thirty (30) days prior to a reorganization or change in unit positions due to automation or technological change.

When changes in operation due to automation or technological changes occur or when reorganization of bargaining unit positions or work is proposed, the college shall give first consideration to the utilization of affected employees in the changed operation. Changes which affect bargaining unit positions and bargaining unit work shall be in accordance with the IELRA.

If the affected employees do not possess the requisite skills or knowledge to perform the required work in the new operation, the College may provide training options at the College's expense for a period equal to the probationary period.

If the supervisor determines that training will provide the requisite skills, then one or more of the following options shall be made available:

- A. on-the-job training;
- B. Parkland College courses/workshops;
- C. credit courses; and
- D. approved staff development.

If training beyond the normal probationary period is necessary (such as credit course) for the incumbent to become qualified, the probationary period for training may be extended by mutual agreement between the supervisor and employee. The College shall pay for the costs of the training.

Section 8.5 REDUCTION IN FORCE, PUBLIC SAFETY OFFICERS

A determination of a reduction of force shall be in conformance with the IELRA. In considering a reduction in force, every effort will be made to give full consideration to the retention of full-time positions within the College. The Board's determination shall be based on an objective assessment of the needs and interests of the College.

- A. Application: This policy applies to employees covered by this Agreement, with the exception of grant employees.
- B. The Board shall notify the affected employee(s) and the Union by certified mail at least thirty (30) calendar days prior to the implementation of the reduction in force.
- C. Definition:

- 1. Reduction in Force

Any permanent loss of employment arising out of reduction of the work force (i.e., a decrease in the number of employees employed). The following do not constitute a reduction in force: separation from employment for disciplinary reasons or because an employee has resigned or quit.

In the event that a decision to conduct a reduction in force is made by the Board, employees shall be retained on the basis of seniority as long as they can demonstrate an ability to perform the job according to the education, training and technical skills included in the job description.

- 2. Seniority for Employees

- a) A Departmental seniority list will be maintained in the office of the Director of Public Safety/Chief of Police. The Parkland College Human Resources Department will maintain the official hire dates of all employees.
- b) For purposes of shift selection only Sergeants seniority shall be calculated from the date of promotion.
- c) For all other purposes seniority for Sergeants shall be defined as the length of continuous full-time service calculated from the date the employee was sworn in as an officer. If two or more employees have the same date of seniority, then any conflict will be determined by drawing lots. Unpaid approved leaves will not constitute a break in service.

- d) Longevity shall be based on continuous full time service within the College. Longevity to accrued benefits such as amount of vacation time, sick leave accrual, longevity pay and release time (eg. comp. time).

D. Definitions of Qualifications:

1. Qualifications shall mean the ability to immediately perform essential job duties. It shall be the sole responsibility of the Board to fairly determine whether the employee has the requisite qualifications to perform the work.
2. Qualifications will not be arbitrarily determined.

E. Recall from Layoff:

1. Employees who are removed from their positions will be maintained on a recall list for a period of one (1) year from date of layoff.
2. Employees laid off during a reduction in force will be recalled to their former position, if their position is reinstated within one (1) year of its elimination, or to a new position which is substantially the same as the position from which the employee was laid off, if that position is established within a year.
3. The laid off individual shall have the responsibility to inform the Board of any change in address or telephone number. Such responsibility shall rest solely upon the employee, and the College shall not be liable for the failure of a recall attempt due to a breach of the employee's responsibility to so notify the College.
4. The Board shall determine recall from layoff based on the same criteria delineated in Paragraph IV of this Section.
5. Upon written notice of recall, the employee has seven (7) days to accept.
6. An individual on the layoff list will have first consideration for a vacancy which occurs within the bargaining unit, thus giving the laid off individual preference over other applicants for positions for which they are qualified to perform the essential job duties
7. A laid off individual, upon recall and return to employment with the College, returns with accrued sick leave or in accordance with SURS and seniority restored as of the date of layoff.

Section 8.6 CRIMINAL BACKGROUND CHECKS

Employees covered by this Collective Bargaining Agreement shall have successfully completed a criminal background check.

ARTICLE IX DISCIPLINE

Section 9.1 DISCIPLINE

Any written warning, suspension, or discharge shall be based on reasonable cause. All disciplinary action shall be in accordance with the Uniform Peace Officer's Disciplinary Act (UPODA).

Section 9.2 TYPES OF DISCIPLINE

At all times, supervisors and employees are encouraged to communicate with one another and to resolve any problems that may arise and, in so doing, to make use of, whenever possible, the provisions of the informal evaluation provided for in ARTICLE X, Section 10.2

Prior to discharge, progressive discipline, including oral warning, written warning and suspension may be given. Progressive discipline will be given in those instances where a determination is made that performance may be improved by such corrective measures.

The Parties agree that in the following circumstances, employees may be discharged without progressive discipline: (1) theft or willful destruction of property owned by the College, or on College grounds; (2) sale of illegal drugs; (3) conviction of a crime arising out of the employment situation; (4) fraud; (5) certain violations of the Department's Firearms Policy; (6) being under the influence of drugs or alcohol while on-duty; (7) conviction of any felony; and (8) failure to comply with a mandatory drug or alcohol test.

Section 9.3 NOTIFICATION AND MEASURE OF DISCIPLINE

Notification of all discipline, other than oral reprimand, shall be in writing, with a copy served on the employee and the Union.

Section 9.4 PRE-DISCIPLINARY MEETING

For discipline other than oral warnings, the Board shall notify the employee and the Union of a pre-disciplinary meeting, the right to representation, and the reason for that meeting. At this meeting, the Board shall discuss the reason(s) for the contemplated discipline. The employee and the appropriate representative of the bargaining unit, if requested by the employee, shall have the right to respond, rebut or clarify the reason(s) for such discipline.

The persons at this meeting shall be limited to the employee, one (1) union designated representative (if requested by the employee), the supervisor involved, and the designee of the appropriate Vice President. NO other persons shall be present.

In situations where dismissal or suspension of greater than three (3) days is being considered the following provisions apply:

1. All meetings with the employee must take place on College property.
2. The names of any complaint(s) shall be given to the officer in writing.
3. The interview shall be conducted at a reasonable time of day, during the officer's regularly scheduled duty and on a date that is mutually agreeable to both parties.
4. A complete record of the interview shall be kept and made available to the officer, upon request and at no charge. (Such record may be made electronically.)
5. The officer shall be advised in writing that admissions made may be used as evidence misconduct or as a basis for charges seeking suspension or dismissal. This shall also include notice of right to counsel at any time during the interview.
6. No officer shall be required to submit to a polygraph test (this does not preclude pre- employment testing).
7. All investigations concerning the possible misconduct of an officer will be conducted in accordance with the Uniform Police Officers Disciplinary Act, 50 ILCS 725/1 et. seq.

Section 9.5 REMOVAL OF DISCIPLINE

An employee may request from the Board that any disciplinary action be removed from the employee's file after two (2) years, if the employee has received no additional discipline for the same offense. The request should not be arbitrarily or capriciously denied.

Discipline that is placed in an employee's personnel file in Human Resources, without the benefit of the disciplinary procedures set forth herein, shall be removed immediately. Any employee, who receives discipline that is punitive in nature without the benefit of the disciplinary procedures set forth herein, shall be made whole immediately if such punitive damages have been taken from the officer.

Section 9.6 REPRESENTATION

Employees subject to disciplinary action, with the exclusion of oral warnings, shall have the right to request Union representation in all proceedings, and shall have reasonable time in advance of such action to seek the advice of counsel.

ARTICLE X EMPLOYEE TRAINING, EVALUATION, PERSONNEL FILES

Section 10.1 EMPLOYEE TRAINING AND STAFF DEVELOPMENT

The College recognizes the need for training and development of employees to provide more efficient and effective services and to develop their skill and potential. In recognition of such principle, the College shall provide employees with reasonable orientation with respect to current procedures, forms, methods, techniques, materials and equipment normally used in employee's work assignments and periodic changes therein, including, where applicable, procedural manuals. This section shall apply to full-time and part-time employees.

In addition, the College recognizes the need for staff development that is collaboratively planned and designed in accordance with the following procedures and provisions.

- A. Employees may apply for Staff Development dollars for the costs associated with his or her professional development. Such costs shall include, but not necessarily limited to:
 - 1. Tuition and fees, textbooks, and/or required course related materials for courses taken at accredited colleges and universities.
 - 2. Professional development conference/workshop/course registration fees and associated travel.

It is recommended that the employee be pre-approved as funds are limited and on a first come first served basis.

- B. Any employee wishing professional development support will submit their Request as follows:
 - 1. Complete the reimbursement request form found online at My.Parkland.edu (portal).
 - 2. Attach appropriate documentation and submit to your supervisor for approval.
 - 3. After supervisor's approval you must submit to your Vice President for approval.
 - 4. The Vice President will forward your signed form to the Center for Excellence for final approval and processing.
 - 5. The Center for Excellence will notify you of the status of your request.
 - 6. Should you wish to appeal a decision to deny your funding request, you may do so through the Vice President that oversees your unit at the College.
 - 7. Request shall not be arbitrarily or capriciously denied.
- C. The Union and College agree that any changes to these procedures will be discussed prior to the change and must be mutually agreed on before implementation.

Section 10.2 PERFORMANCE APPRAISAL

The Board shall undertake a program of employee performance appraisal for each employee within the bargaining unit. The supervisor shall, to the extent possible, have knowledge of and experience with the employee's performance. Employees with multiple supervisors will be evaluated by each immediate supervisor. (See Appendix B)

Employees who have completed their initial probationary period shall be evaluated at least once during the fiscal year. A Human Resources Representative may request follow-up evaluations of 90 days or six months if warranted by the performance review.

A Human Resources Representative shall submit the evaluation form to the appropriate supervisor by March 1 of each year. If the employee works for more than one person, a composite evaluation form will be prepared and discussed at an interview with the employee.

Upon completion of the evaluation, the supervisor(s) will provide the employee with a copy of the employee's evaluation at least forty-eight (48) hours prior to the scheduled conference.

The form must be signed by the supervisor(s) and employee to indicate receipt, but not necessarily agreement, with the evaluation. The form shall be submitted to Human Resources by April 1.

The employee has the right to make written comments relating to the evaluation on or before the scheduled conference with the supervisor(s), and the comments shall be attached to the evaluation.

An employee may request from the Board that any comments relating to a poor evaluation be removed from the personnel file after two (2) years, if the employee has not received similar comments during that two (2) year period. The request should not be arbitrarily or capriciously denied.

A. Informal Evaluation

Employees and supervisors may, from time to time, meet in informal performance evaluation conferences. The purpose of such informal meetings shall be to discuss work-related problems, to improve the work performance of the employee and to result in greater job satisfaction and productivity. The supervisor shall devote the time necessary to aid the employee in achieving these goals. Nothing contained herein shall prohibit an employee from requesting such informal meetings.

B. Written Evaluation Form

If a new performance evaluation form is to be used by the college, a copy shall be furnished to the Union thirty (30) day prior to the implementation of its use. A Management/Labor meeting shall be scheduled prior to the implementation of this form. (Definition of Management/Labor meeting to be agreed upon.)

C. Employee Disagreement

Any employee who disagrees with the performance evaluation authorized by the appropriate supervisor may grieve pursuant to the provisions of this Agreement

Section 10.3 DEVELOPMENT OF EMPLOYEE EVALUATION INSTRUMENT

The jointly developed employee evaluation instrument and procedures are a part of this agreement. The employee evaluation shall be based upon a current job description.

Section 10.4 PERSONNEL FILES

All bargaining unit employees shall be subject to the Personnel Record Review Act.

The Office of Human Resources shall maintain a separate personnel file for each employee. This file shall include all written materials concerning discipline. Personnel records so maintained shall be among the records used in proceedings affecting the status of an employee.

Each employee shall have the right, within five (5) working days, upon written request, to review during normal business hours, the contents of the employee's personnel file at the Office of Human Resources. Nothing shall be removed by the employee during a review of the file. Separate grievance files shall be maintained, except that the resolution of grievances pertinent to personnel matters shall be maintained in the personnel file. After review is permitted, an employee may request a copy of personal documents.

The following documents are exempt from employee inspection: letters of reference, test documents, materials used by administration for staff planning which relates to or affects more than one (1) employee, records relevant to a pending claim between Parkland and employee which are subject to discovery in a lawsuit, and security records incident to an investigation of criminal conduct or other harmful activities by an employee.

Materials to be placed in a personnel file by the appropriate supervisor shall bear that supervisor's name and shall be dated upon the date of placement. Copies of materials so placed in the personnel file shall be delivered to the affected employee.

The employee may submit statements concerning any material contained in such file. Any statements so submitted by an employee shall be made a part of the file, and a copy of the response shall be delivered to the appropriate supervisor.

Section 10.5 UNIFORM PEACE OFFICER'S DISCIPLINARY ACT

All bargaining unit employees shall be subject to the Uniform Peace Officer's Disciplinary Act.

ARTICLE XI WORK RULES AND PROTECTIVE EQUIPMENT

Section 11.1 WORK RULES

Whenever the Board or designee changes work rules, or develops new work rules, the Union will be given at least thirty (30) days' notice before the implementation of such

changes. The Board and the Union shall meet in a Labor/Management meeting to discuss such matters. A copy of the new or changed rules will be posted or given to the affected employees before the changes take place.

Section 11.2 UNIFORMS AND PROTECTIVE EQUIPMENT

The Board shall provide employees with necessary protective equipment, in adequate condition consistent with procedure and as required by policy and law.

The Board shall provide the following for Public Safety officers: One (1) protective vest, Level IIIA or higher, ten (10) shirts, five (5) pants, one (1) winter coat, two (2) embroidered polo shirts and all other items currently provided by the College. Any changes in the equipment to be issued must be negotiated with the Union. The College shall approve the color and style of uniforms. The College shall replace the uniforms as needed.

The College shall provide the employee's weapon. The employee may purchase and carry his/her own weapon as long as the weapon meets departmental standards of caliber.

Section 11.3 BOMB THREATS

In the event of a bomb threat:

- A. Employees will follow established College policies.
- B. Employees shall render aid in the evacuation of the campus, so that employees and students are immediately evacuated to safe space.

Section 11.4 MANDATORY DRUG AND ALCOHOL TESTING

It is the policy of the College that, in order to provide a safe work environment and to protect the public by insuring that employees have the physical stamina and emotional stability to perform their assigned duties, the College has the right to expect its employees to be free from the effects of alcohol and drugs. The College has the right to expect its employees to report to work fit and able for duty and to set a positive example for the community. The purposes of this policy shall be achieved in such manner as not to violate any established constitutional rights of the employees of the Department.

Section 11.5 DRUG PROHIBITIONS

Employees shall be prohibited from:

1. Consuming alcohol at any time during the workday or anywhere on the College's premises, including the College's buildings, properties and vehicles.
2. Possessing alcohol at any time on any College premises including buildings, properties, vehicles or functions.

3. Possessing, using, selling, purchasing or delivering any illegal drug at any time and at any place.
4. Being affected by alcohol or illegal drugs during the course of the workday.

Section 11.6 DRUG TESTING PERMITTED

The College may require employees to submit to testing based on reasonable suspicion or random drug screening at a time and place designated by the College. Such submittal shall be at no loss of wages to employees. Notice shall be given insofar as an employee's daily duties may need to be accommodated. Refusal to submit to such test may subject the employee to disciplinary action up to and including discharge for disobeying an order, but, the employee's taking of the test shall not be construed as a waiver of any objection or rights he or she may possess.

Reasonable suspicion exists if the facts and circumstances warrant rational inferences that a person is using and/or physically or mentally impaired due to being under the influence of alcohol or illegal drugs.

Reasonable suspicion will be based upon the following:

1. Observable phenomena, such as direct observation of use and/or the physical symptoms of impairment which might result from using or being under the influence of alcohol or controlled substances; or
2. Information provided by an identifiable third party, which is reasonably believed reliable. The identity of the third party shall not be disclosed except when considered relevant to an appeal of a grievance or any disciplinary action.

All officers who are being tested shall secure their weapon in a departmentally approved storage locker prior to leaving campus. In cases of reasonable suspicion the supervising officer will take charge of the officer's weapon and secure it in a departmentally approved storage locker.

Section 11.7 TESTING

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

- A. Use only a clinical laboratory or hospital facility, which is certified by the State of Illinois or is capable of being accredited by the National Institute on Drug Abuse (NIDA) to perform drug and/or alcohol testing.
- B. Establish a chain of custody procedure for both the sample collection and testing that will ensure the integrity of the identity of each sample and test result. Use tamper proof sample containers.
- C. Collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test, and sufficient amount to be set

aside reserved for later testing if requested by the employee.

- D. Collect samples in such a manner as to preserve the individual employee's right to privacy while ensuring a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone except where the laboratory or facility does not have a "clean room" for submitting samples or where there is suspicion that the employee may attempt to compromise the accuracy of the testing procedure.
- E. Confirm any sample that tests positive in initial screening for drugs by testing the second portion of same sample by gas chromatography/mass spectrometry or equivalent; or more scientifically accurate and acceptable method that provides quantitative data about the detected drug or drug metabolites.
- F. Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's choosing and expense, provided the employee submits a certified copy of the results to the College within 72 hours of receiving the results of the test; and, provided the laboratory or clinic and testing procedure, including the chain of custody, meets or exceeds the standards established in this agreement.
- G. Require the laboratory or hospital facility to report to Human Resources that a blood or urine sample is positive only if both the initial and confirmatory tests are positive for a particular drug. A positive drug test result means the presence of an amount of alcohol or illegal drugs and/or their metabolites in an employee equal to or which exceeds the levels set forth by the N.I.D.A. and/or United States Department of Health and Human Services.

Section 11.8 CONFIDENTIALITY OF RESULTS

The results of alcohol and drug testing will be disclosed to the person tested, a Human Resources Representative, the Director of Public Safety, and such other officials on a "need to know" basis. Test results will not be disclosed externally except where the person tested consents or as otherwise required by law.

Section 11.9 VOLUNTARY REQUEST FOR ASSISTANCE

The College shall provide an employee assistance program in which employees may choose to seek assistance up to the limits provided under the current health care plan. The College shall take no adverse employment action against any employee who voluntarily seeks treatment prior to any order to submit to a test, counseling or other support for an alcohol or drug related problem, other than the College may require reassignment of the employee with pay if he/she is unfit for duty in his current assignment.

Any voluntary request for referral or voluntary referral by an employee shall be confidential. An employee seeking voluntary assistance shall not be required to waive any privilege or confidence arising from their request for assistance or any treatment

resulting therefrom. Any employee may request time off for assistance with an alcohol or drug related problem. The College agrees that any such request for voluntary referral shall not be disclosed to College employees other than the Human Resources Representative.

This section shall not be construed as an obligation on the part of the College to retain an employee on active status throughout the period of treatment or after care. Such employee may be afforded the opportunity at his/her option to use accumulated paid leave or take unpaid leave of absence during treatment and after care. An employee may not attempt to voluntarily seek treatment after an incident occurs which might lead the employer to suspect a violation of this section.

ARTICLE XII GRIEVANCE PROCEDURE

Section 12.1 OBJECTIVE

It is the declared objective of the Union and the Board to encourage the prompt resolution of the grievances of staff members covered by this Agreement, as they arise, and to provide recourse through orderly procedures for the satisfactory adjustment of grievances and complaints.

Section 12.2 DEFINITION OF GRIEVANCE

A grievance shall mean a complaint by an employee, a group of employees or the Union, that there has been a violation or misinterpretation of the specific terms of this Collective Bargaining Agreement.

Section 12.3 PRE-GRIEVANCE CONSULTATION

The Board and Union agree that a number of potential grievances may be avoided if the affected employee and the appropriate supervisor are able to discuss and resolve problems by these means. There may be occasions, however, when the employee believes that, although the defined problem might be resolved by such discussions, the employee would prefer that such consultation and discussions be held on an informal basis, by a Union representative and a representative of the College.

In such cases, the employee may contact either the Union President or the Grievance Chair to set forth the problem area. Thereupon, the Union representative shall contact either the employee's immediate supervisor or the administrator in charge of the implementation and enforcement of this Agreement as designated by the President of the College.

If the potential grievance is not resolved by this procedure, then in that event, the filing of a grievance in Step 1 shall commence. Such consultation is optional.

Section 12.4 GRIEVANCE STEPS

The following five (5) -step procedure is the exclusive remedy for employees and the Union concerning all matters arising under this Agreement. The designee of the Board, at each successive Step provided for in this procedure, shall be someone who has more authority than the person at the previous Step. Whenever the College-designated representative appears in more than one (1) Step because of the organizational structure of the College, the President shall designate some other person to perform at the next succeeding Step level. If the President would be the appropriate College designee at step 2, the President would designate some other person to act at that step. The President of the College or a selected representative will always be the designated College representative in Step 3. Days, when used in this ARTICLE refer to working days when the College is open.

STEP 1 An employee covered by this Agreement or the Union, in the case of any Union grievance, shall submit the grievance in writing to the immediate supervisor. The supervisor shall arrange for a meeting with the grievant and the Unions designated representative within five (5) working days of receipt of the written grievance to fully discuss the subject matter thereof. The supervisor shall provide a written answer to the employee within five (5) working days after such meeting and indicate the appropriate person to contact at the next step.

STEP 2 If the grievance is not settled in Step 1 and the grievant or the Union in the case of a Union grievance wishes to appeal, the grievance may be referred by the grievant in writing, to the Department head of the division (or to any other person designated by the Board) within five (5) working days after the answer in Step 1. Such grievance shall be signed by both the individual grievant and or the Union representative.

The department head of the division or an appointed designee, shall discuss the grievance within five (5) working days with the grievant, the Union and the College at a time mutually agreeable to the parties

If a settlement is reached pursuant to the provisions of this Step, the department head shall issue a written agreement signed by the grievant, the department head and the Union representative.

If no settlement is reached, the department head of the division or the duly appointed designee shall give a written answer to the grievant and the Union within five (5) working days following their meeting and indicate the appropriate person to contact at the next step.

STEP 3 If the grievance is not settled in Step 2 and the grievant or the Union desires to appeal, it shall be referred, in writing, by the grievant or the Union to the President of the College or a selected designee within five (5) working days after the answer in step 2. The President or the duly appointed designee shall within five (5) working days, discuss the grievance with the grievant and the Union representative at a time mutually agreeable to the parties.

If a settlement is reached pursuant to the provisions of this step, the President or the duly appointed designee shall issue a written agreement signed by the grievant, the President or designee and the Union representative.

If no settlement is reached, the President or the duly appointed designee shall give a written answer to the grievant and the Union within ten (10) working days following their meeting and indicate the appropriate person to contact at the next Step.

STEP 4 If the grievance is not settled in Step 3 and the grievant(s) desires to appeal, it shall be referred, in writing to the Board of Trustees within five (5) working days after the answer in Step 3. The Board shall have the option of hearing the matter, but shall not be bound to do so except in grievances arising from suspensions or dismissal action

If the Board decides not to take up and hear the matter, it shall give it's written response to the grievant and the Union within five (5) working days of receipt of the appeal by the Board.

If the Board decides to hear the matter, it shall meet within ten (10) school days of receipt of the appeal and shall discuss the grievance with the grievant (s) and the Union representative. The Board shall give it's answer to the Union within ten (10) working days after the date of the Board meeting.

Use by any party of this Step 4 procedure is fully at the discretion of the grievant(s).

STEP 5 If the grievance is not settled in accordance with the foregoing procedure, the grievant and the Union may serve notice of intention to arbitrate within fifteen (15) working days after receipt of the answer in Step 4.

The party seeking arbitration shall so communicate that intention, in writing, to the President of the College and the Union, by certified mail.

Thereupon, the parties shall attempt to mutually agree upon an arbitrator within five (5) working days after receipt of the notice of intention to arbitrate. In the event the parties are unable to agree upon an arbitrator within said five (5) working day period, the parties shall immediately jointly request either the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA) to submit a panel of seven (7) arbitrators. The parties shall alternately strike, individually, the names of six (6) arbitrators. The grievant or the Union shall strike the first name. The College shall then strike the next name, each in rotation, until a single name shall remain, who shall be the arbitrator.

However, if the Board or the Union desires to strike all names on this panel of arbitrators and to request a new panel, it may do so no more than once. The arbitrator shall be notified of the selection by a joint letter from representatives of the Board and the Union, requesting that he set a time and place, subject to the

availability of the Board and the Union representative.

Section 12.5 AUTHORITY OF ARBITRATOR

The arbitrator shall have no right to alter, amend, nullify, ignore, enlarge, add to, delete, subtract from or change the provisions of this agreement, applicable work rules or any applicable 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 recommendation on any other issue.

The arbitrator shall submit a decision, in writing, within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. The arbitrator's decision shall be based solely upon his interpretation of the meaning or application of the specific terms of this agreement, board policy, or applicable work rules involved to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the parties and staff members and shall be immediately implemented. Nothing contained herein shall prohibit the parties from appealing the arbitrator's decision to a court of competent jurisdiction.

Section 12.6 EXPENSE OF ARBITRATION

The fees and expenses of the arbitrator and the cost of a written transcript shall be divided equally between the Board and the Union, provided, however, that each party shall be responsible for compensating its own representatives or witnesses. Costs of a written transcript shall be divided equally between the Board and the Union in those instances where the arbitration is being briefed. In those cases where briefs are not being submitted, the party requesting a transcript shall pay the cost of the transcript, except when the other party also requests a copy, in which instances, the costs shall be split equally. All other expenses shall be borne by the party incurring them.

Unless the parties mutually agree otherwise, arbitration hearings shall be held at the College's campus in Champaign, Illinois.

Section 12.7 TIME LIMITS FOR FILING

No grievance shall be entertained or processed unless it is submitted within twenty (20) working days after the grievant had knowledge, or should have had knowledge, of the alleged violation giving rise to the grievance. Time limits may be extended only by written mutual agreements. Failure to communicate a decision within the specified time limits shall automatically move the grievance to the next step. Failure by the grievant or the Union to take action in the grievance structure by the specified time limits shall constitute a waiver by the grievant or the Union of any further rights to grieve the subject matter. Such failure shall act as a bar to any further action thereon with regard to the subject matter of that grievance as it related to that grievant in that grievance only.

Section 12.8 TIME OF THE ESSENCE

The parties agree that the objective of time limits, provided for herein, is to effectuate a

final conclusion of the subject matter of the grievance. In regard thereto, the parties specifically declare and agree that time is of the essence in the performance of all obligations pursuant to this ARTICLE and the Sections thereof.

The parties desire and mutually agree that the provisions of this ARTICLE and all Sections hereunder shall be strictly construed.

ARTICLE XIII EMPLOYEE TUITION

Section 13.1 TUITION WAIVER

Full-time and part-time employees will be entitled to enroll with tuition waived in credit and noncredit courses and workshops offered by the College which do not interfere with the employee's scheduled hours of employment. Enrollments will be made on a space available basis after all tuition-paying applicants have been accommodated.

Enrollment is limited to four credit hours per semester or the equivalent; however, employees may register for a single class of five credit hours.

The spouse and dependent children of all full-time employees will be allowed to enroll with tuition waived in credit and noncredit courses and workshops offered by the College. The benefit also applies to spouse and dependent children of permanently disabled or deceased full-time employees. Enrollees may register during any registration period.

Fees for third party vendors, the Aviation Program and any course fees in excess of \$100 per course, are excluded from Tuition Waivers.

Section 13.2 TUITION REIMBURSEMENT FOR COURSES NOT OFFERED THROUGH PARKLAND COLLEGE.

This request will be covered by the staff development process described under ARTICLE X, section 10.1 of this Agreement.

Section 13.3 SCHEDULING OF CLASSES DURING WORK DAY

A full-time employee may take classes during working hours without loss of pay or benefits if the class is needed to advance or maintain skills used in the employee's current position, and with the approval of the employee's immediate supervisor and a Human Resources Representative.

Section 13.4 FITNESS CENTER

Employees shall be allowed to use the fitness center without cost. Employees are expected to follow the rules of the facility for all uses.

ARTICLE XIV LEAVES OF ABSENCE

Section 14.1 LEAVE INCREMENTS

Leaves must be taken in at least one-quarter (1/4) hour increments, and shall be charged to the employee one-quarter (1/4) hour for one-quarter (1/4) hour.

Leaves of absence shall be granted for FMLA qualified events.

Any on-duty injury shall be covered under the provisions of the Public Employee Disability Act (P.E.D.A) All other leaves are unpaid. To the extent that it is appropriate and available, an employee may use accumulated paid time off (sick days, personal days, release time or vacation) as part of any unpaid leave.

During any non-P.E.D.A. leaves accumulated paid time off will be reduced only by that amount needed to provide a full day's pay when added to the insurance payments. Employees are required to endorse affected worker's compensation or disability payments over to the College. The College will provide this pay "difference" only so long as the employee has paid benefit time available.

Employees on leave may continue to stay on institutional insurance benefits at their own cost for the duration of the leave. During any twelve (12) weeks of an FMLA qualified leave, employees continue with coverage at the cost of an active employee.

The College reserves the right to require an employee to use accrued paid leave as a part of any leave of absence.

Section 14.2 BEREAVEMENT LEAVE

Bereavement leave for full-time employees, not to exceed five (5) consecutive working days per occurrence for the death of a member of the immediate family, is granted without loss of pay.

Immediate family is defined as including spouse, brother, sister, child, parent or a parent-in-law, or any other relative living in the household. Three (3) days bereavement leave shall be granted for grandparents, grandchildren, brothers-in-law, and sisters-in-law.

One (1) day bereavement leave shall be granted for the death of a family member not defined above, not to exceed five (5) occurrences per fiscal year.

Employee may be required to submit documented proof of bereavement leave. Examples of documentation may include an obituary or program from service.

Section 14.3 LEAVE FOR JURY DUTY

Employees subpoenaed as witnesses or summoned as jurors shall notify the immediate supervisor the next workday following receipt of such subpoena or summons. The

employee shall show the subpoena or summons to the supervisor who shall record appropriate information. Whenever such employee receives such late notice that it is impossible to notify the appropriate supervisor prior to responding to the subpoena or summons, the employee shall notify the supervisor as soon as reasonably possible.

Employees so subpoenaed or summoned to appear during a normal workday shall be paid their normal salary during such appearances. The employee is required to turn over all remuneration or compensation received from the court or the subpoena issuer to the College.

Employees who report for jury duty, but who are excused prior to 12:00 noon of that day, are expected to return to work.

Section 14.4 MILITARY LEAVE

In the event any employee is called to emergency military duty, said employee shall be granted up to two weeks' emergency leave with pay. Any additional required service will be granted in accordance with the provisions of applicable law.

Any employee serving in the military reserve will be granted up to two (2) weeks of leave per year to perform said training obligation. This leave is not a part of the employee's annual vacation. Should the employee earn less during this training period than the employee's basic salary, said employee will be recompensed by the College for the difference. The employee may use approved vacation, personal, or release time for monthly training drills or be scheduled a flexed work schedule for that week.

Health and dental insurance shall continue to be available to the employee's family at employee costs during periods of active deployment.

The Union and the Employer agree that State and Federal Law shall apply with respect to an officer's leave time when given "Orders" by the United States Military.

Section 14.5 CONVENTION LEAVE

The Board agrees that two (2) members of the Union who have been elected as official delegates to the annual convention of the Policemen's Benevolent and Protective Association shall be granted a leave of absence, without loss of pay, to attend such convention.

Notification of official delegates shall be made by those employees to their supervisor at least twenty (20) workdays prior to the requested time off.

The Board and Union agree that the maximum number of workdays, with pay granted to the delegates under the provisions of this Section, shall be two (2) per year.

Section 14.6 EDUCATIONAL MEETINGS/CONFERENCES

An employee desiring to attend an educational meeting/conference off campus relating

to their position held with the College, must secure prior approval in writing from the immediate supervisor, a Human Resources Representative, and the appropriate Vice President. The employee, if authorized, will receive time off with pay, and the absence will not be deducted from the employee's leave benefits.

Section 14.7 PROFESSIONAL MEETINGS

Employees may be granted leave with pay to attend special programs, workshops, or conferences, with the prior approval, in writing, of their immediate supervisor and a Human Resources Representative.

Section 14.8 UNPAID LEAVE

Unpaid leave for a period of up to one (1) year may be granted by the Board of Trustees to full-time employees. Such leave may be granted without pay and without loss of accrued fringe benefits in accordance with the following provisions:

- A. The employee shall submit a written request to the immediate supervisor. The request shall include the reasons for such leave and the duration.
- B. The immediate supervisor shall forward the request to the Department of Human Resources for review.
- C. The Department of Human Resources shall review and forward the request to the College President.
- D. The College President shall review and make a recommendation to the Board of Trustees.
- E. The Board of Trustees shall review and may approve the request.

Reasonable basis for request for unpaid leave may include, but shall not be limited to, personal, health, study or professional improvement. The College reserves the right to deny a request for a leave of absence in cases where the absence would cause undue hardship on department operations.

The employee will be given the opportunity to continue insurance benefits, at the employee's cost, during the approved leave.

Section 14.8.1 BENEFITS DURING LEAVE

A full-time employee returning to work following an unpaid leave under Section 14.4 or 14.8 is entitled to all personal disability leave, personal, sick and vacation benefits which were accumulated but not taken prior to the leave. However, these benefits do not accrue while the employee is on leave.

- A. The employee shall declare an intention to return to work in writing, to the Department of Human Resources at least thirty (30) days prior to such date.

- B. Upon return to work, an employee whose leave is an FMLA qualified event will be accorded benefits of this Act.
- C. Seniority within the Department will be affected as follows:
 - 1. Seniority credit is not applied for unpaid leaves of absence.
 - 2. Seniority credit will be applied for workers compensation and/or P.E.D.A. leaves.
- D. If the employee has completed a minimum of two (2) consecutive years of full- time employment at the College prior to the unpaid leave, said employee will be returned to a mutually agreed upon comparable position.
- E. Should the position be eliminated during the unpaid leave, pursuant to the layoff provisions of this Agreement, the employee shall be given the same rights of layoff and recall as if he were not on leave of absence.
- F. An employee who is granted consecutive unpaid leaves shall in no event be allowed leaves exceeding a total of one (1) year in duration, excepting military leave.

**ARTICLE XV
VACATION, PERSONAL AND SICK LEAVE**

Section 15.1 VACATION

Full-time employees earn vacation credit. Employees begin earning vacation as of their first day of work. Vacation days earned are set forth on the employee's paycheck stub. Upon termination of employment at the College, employees will be compensated for any accrued vacation days if they have successfully completed their initial probationary period.

Except in the case of emergency, the employee may schedule and use vacation at the employee's discretion, provided reasonable notice has been given to the immediate supervisor and coordinated with the appropriate administrator.

The amount of vacation days to be carried over to the next fiscal year shall be determined as of July 1. New employees who start work after July 1 have the same right to carry over vacation per this section. The College will permit a 90-day grace period for the use of vacation days. After the 90 days, vacation accumulations over the allowed carryover balance will be removed from each employee's account. Employees may carry over five (5) days each year up to a maximum of 56 days or the number allowed by SURS. (For example, an employee may carry over 5 days in year 1; in year 2 the employee may have a carry-over of 10 days; in year 3 the employee may have a carry-over of 15 days, etc.) Under circumstances approved by Human Resources, more than 5 days may be carried over.

Whenever a holiday falls within the time an employee is on vacation, (or on their

normally scheduled day off) such employee may either accrue the day or add it to the period of current vacation. Vacation shall be earned on the following basis:

| Year of Employment | Earning Rate/Year |
|--------------------|-------------------|
| 1st | 14 days |
| 2nd | 15 days |
| 3rd | 16 days |
| 4th, 5th, 6th | 17 days |
| 7th and 8th | 18 days |
| 9th and 10th | 19 days |
| 11th and 12th | 20 days |
| 13th and 14th | 21 days |
| 15th and beyond | 22 days |

Section 15.2 PERSONAL DAYS

Beginning their first full fiscal year of employment, full-time employees shall have five (5) personal leave days with pay. These days may be taken for any purpose. They shall be taken at a time agreed to between the employee and his supervisor. Unused personal days at fiscal year-end shall be added to the total sick leave accumulation.

Section 15.3 SICK LEAVE

- A. Amount: Employees shall be granted thirteen (13) days of sick leave at the beginning of each fiscal year on July 1.
- B. Purpose: Sick leave may be used because of illness or injury, including disability caused by pregnancy, of an employee, or because of the needs of the employee to care for a member of his immediate family due to illness or injury. A member of the employee’s immediate family is a spouse, child, parent or a member of the employee’s immediate household.
- C. Additional Leave: The College shall not pay sick leave in advance; however, if during a fiscal year an employee uses all of his sick leave, the employee may use compensatory time, vacation or personal days.
- D. Accumulation: Unused days will be cumulative, without limit, as long as the employee is continuously retained by the College; however, additional days will not accrue while the employee is on a leave of absence.
- E. Notification: An employee requesting sick leave must notify his supervisor, directly, as soon as possible, but no later than one (1) hour before the start of the employee’s work day, except in emergencies, and each day thereafter during his absence. If this procedure is violated, the absence is unexcused and the employee will not receive sick pay for each day of violation.
- F. Physician’s Statement: The College may request a physician’s statement from the

employee in the following instances: (1) if the employee is absent, due to illness or injury, or that of a member of the immediate family, for three or more consecutive work days, (2) if the employee is absent, due to illness or injury, or that of a member of the immediate family, for five days within any calendar month, (3) if a pattern of sick day usage indicates to the College the possibility of abuse of sick leave, (4) if the college thinks it is necessary to have a physician's statement stating that the employee is capable of returning to work after the illness or injury, or under what conditions the employee could return to work.

- G. Second Opinion: The College may require an employee to obtain another medical opinion concerning his illness or injury from a physician chosen by the College, at the College's expense.
- H. Personal Emergency Leave: For reasons of personal emergency, employees may use up to six (6) days of their accumulated sick leave during the fiscal year. That which constitutes a personal emergency shall be decided by the College after discussion of the particular circumstances with the employee.

Full benefits are provided until the exhaustion of sick leave, even if available sick leave exceeds allocated Family Medical Leave Act time.

ARTICLE XVI HOLIDAYS

Section 16.1 HOLIDAYS OBSERVED

Continuous operations shall have the following designated holidays:

- Martin Luther King Day, the third Monday in January
- Spring Holiday (announced annually)
- Memorial Day, the last Monday in May
- Independence Day, July 4
- Labor Day, the first Monday in September
- Thanksgiving Day, the fourth Thursday in November
- The Friday following Thanksgiving
- Christmas Eve through New Year's Day

If in any year the above results in fewer than fourteen (14) holidays, floating holiday(s) will be awarded so that total holidays will equal fourteen (14). For continuous operations, all holidays are observed on their actual date of occurrence and all the days from Christmas Eve through New Year's Day. If a holiday falls within an employee's vacation, the days will be counted as a holiday rather than as a vacation day.

If the College adds holidays which are to be observed generally by all regular full-time administration and support staff employees, then such additional holiday(s) shall be observed by employees covered by this agreement.

For continuous operations, holiday hours begin at 11 p.m. prior to the actual holiday and end at 10:59 p.m. on the day of the holiday.

If an employee wishes to take leave for a religious holiday which does not fall within those holidays set forth above, the employee may take personal leave, vacation or compensatory time for such observance.

ARTICLE XVII INSURANCE

Section 17.1 MEDICAL INSURANCE

The College will offer a Base Plan over which it has control. The College will also offer a PSOA Plan (Appendix C), so long as it doesn't exceed these projections:

Single Monthly Premium \$850 (ACA Rate)
Family Monthly Premium \$2,292 per month (ACA Rate)

The monthly premiums listed above reflect the current annual premium threshold amounts specified under the Patient Protection and Affordable Care Act with regards to the 40% excise tax. If, during the term of this contract, the IRS issues updated threshold premium amounts, the rates listed above will be indexed to the new premium amounts.

The College will pay each employee electing either the PSOA Plan or a plan less expensive to the College, a monthly stipend calculated, during the annual policy renewal process, as follows:

$(\text{Single ACA Rate} - \text{Single PSOA Value}) \times \text{Number of Single Covered Lives} + (\text{Family ACA Rate} - \text{Family PSOA Value}) \times \text{Number of Family Covered Lives} = \text{Total Savings}$

$\text{Monthly Stipend} = (\text{Total Savings} / \text{Total Covered Lives})$.

The parties agree that the change in Monthly Stipend will be no more than plus or minus \$1,500 annually (no less than \$900/year and no more than \$3,600/year) over the life of this Collective Bargaining Agreement.

If, at annual renewal, the PSOA Plan is projected to be subject to the Excise Tax imposed by the Affordable Care Act, the parties agree to modify the Plan. If the parties cannot agree to a modification of the Plan before the commencement of the Plan Year and the PSOA Plan is projected to be subject to the Excise Tax, employees selecting the affected Plan will pay a premium equal to the projected Excise Tax and the difference between the ACA Rate and the affected Plan rate.

If the PSOA wishes to modify its plan for any other reason, the College agrees to assist in coordination between the PSOA and the Third Party Administrator or other necessary process. The College and the PSOA agree that any changes to the Plan may affect the Stipend and/or an employee contribution as noted above. If the parties cannot agree to a

modification of the Plan before commencement of the Plan year the existing Plan will remain in eff

Section 17.2 DENTAL INSURANCE

The College will provide dental insurance to all full time bargaining unit members at no expense. Full-time employees electing family dental coverage will be assessed a monthly premium of \$4.50. A schedule of dental benefits is attached as Appendix “D”.

Section 17.3 WELLNESS PROGRAM

A wellness program covering smoking cessation and weight loss shall apply in accordance with the following:

A voucher program shall be implemented wherein the College shall be responsible for fifty percent (50%) of the cost up to two hundred dollars (\$200) per year for the development of an individualized program applied to smoking cessation and/or a weight loss program.

A seven dollar (\$7) co-pay shall apply for prescribed pharmaceuticals designed for smoking cessation. (e.g. the patch, zyban, etc.)

Gym memberships and personal trainers are not considered benefits of an “individualized program” as provided by this section.

Section 17.4 GROUP TERM LIFE INSURANCE

The College shall furnish all full-time employees an amount of group term life insurance equal to twice the base salary rounding up to the closest \$1,000.00. The insurance shall have a double indemnity clause for accidental death. Employees may opt to purchase, at their own expense, additional term insurance at group rates.

Employees are permitted to continue their group term life insurance coverage during any unpaid leave of absence.

Section 17.5 TRAVEL AND ACCIDENT INSURANCE

The Board of Trustees will provide travel and accident insurance coverage for all employees on a twenty-four (24) hour basis while these individuals are on business trips for the College. This insurance will be in effect while using a personal automobile or public conveyance, or riding as a passenger in an automobile.

Coverage does not include the following:

1. Routine travel to and from work.
2. Pilots or crewmembers in any civil or military aircraft.
3. Time spent on vacation or leave of absence.

The following benefits are provided:

1. \$100,000 for loss of life (principal sum), for the loss of any members (hands, feet or eyes, or combination).
2. \$50,000 for loss of either hand or foot or eye.
3. Total aggregate limit of indemnity is \$500,000 for all insured involved in any one accident.

Section 17.6 LONG-TERM DISABILITY INSURANCE

The College will provide all full-time employees, at no cost to the employee, disability insurance equivalent to sixty percent (60%) of base salary, not to exceed \$5,000 per month, with benefits payable until Social Security Normal Retirement age.

Section 17.7 PROFESSIONAL LIABILITY INSURANCE

The College shall provide personal liability insurance for medical liability. The College will also cover each officer under the law enforcement insurance policy for law enforcement liability.

Section 17.8 PUBLIC EMPLOYEES DISABILITY ACTS

All employees injured in the line of duty shall be compensated pursuant to the Public Employee Disability Act (5 ILCS 345/1 et. seq.) and the Illinois Workers Compensation Act.

Section 17.9 RIGHT TO CHANGE INSURANCE CARRIERS

The College retains the right to change insurance carriers or otherwise provided for coverage, with respect to any of the above benefits, as long as the level of the benefit remains substantially the same.

Section 17.10 DOMESTIC PARTNER BENEFITS

The following benefits apply to DOMESTIC PARTNERS provided that the proper documentation required is supplied:

- Medical Insurance
- Dental Insurance
- Group Term Life Insurance

The following leaves of absence enumerated in this Agreement for all employees:

- Sick leave
- Personal leave
- Bereavement leave

Tuition Waiver
Retirement Incentive Program
Travel and Accident Insurance

The following benefits do NOT apply to DOMESTIC PARTNERS:

Long Term Disability Retirement Benefits

ARTICLE XVIII COMPENSATION

Section 18.1 EMPLOYEE COMPENSATION

Employees who will have completed six (6) years of consecutive, Public Safety Union full-time service as of July 1, 2018 shall receive a \$2,500.00 base salary increase for FY19 and a 2.99% base salary increase for FY20 and FY21.

Employees who have completed less than six (6) years of consecutive, Public Safety Union full-time service as of July 1, 2018 shall receive a 2.99% base salary increase for FY19, FY20, and FY21.

This increase accrues to all bargaining unit members up to but not exceeding the upper limits of their respective pay categories.

Employees who reach the maximum pay level for the position will receive annual increases equal to either the CPI (as determined by the Bureau of Labor Statistics), or the maximum pay level, whichever is greater.

A. Longevity Award

Employees hired before January 1, 2010 and who have completed ten (10) years of full-time continuous service effective July 1 of each year will receive a \$250.00 stipend. Thereafter, the award will be included in the employee's base salary. The PSOA agrees that the longevity award will be removed at the completion of this contract.

B. Longevity Step Increase

Employees shall receive a \$1,500 base salary increase after completion of two (2) years of consecutive, Public Safety Union full-time service.

Employees shall receive a \$2,000 base salary increase after completion of four (4) years of consecutive, Public Safety Union full-time service.

Employees shall receive a \$2,000 base salary increase after completion of six (6) years of consecutive, Public Safety Union full-time service.

C. Specialty Pay

Field Training Officers, Control Tactics/Self Defense Instructors, and Firearms Instructors shall receive an additional \$1.75 per hour while performing the duties of the above listed specialty assignments.

Section 18.2 OVERTIME/COMPENSATORY TIME

- A. For all hours worked in excess of forty (40) in a work week, employees shall be compensated with overtime pay or compensatory time at the rate of one and one-half (1-1/2) times their regular straight-time hourly rate.
- B. For all hours worked on the seventh day of the employees' schedule, employees shall be compensated at the rate of two (2) times their regular straight-time hourly rate. Seventh day is determined from the first full, regularly scheduled shift the officer is assigned to work.
- C. For all hours worked, on holidays as designated by this Collective Bargaining Agreement, except those days between Christmas Day and New Year's Eve, officers shall receive two times their regular straight time hourly rate in addition to their regular holiday pay. For those holidays between Christmas Day and New Year's Eve, officers shall receive their regular straight time hourly rate in addition to their regular holiday pay.
- D. There shall be no pyramiding of rates paid in excess of the regular straight-time hourly rate, as only the higher rate shall apply.
- E. Employees may elect between compensatory time and overtime pay. Maximum accumulation of compensatory time is one-hundred (100) hours. As of the last day of the fiscal year, June 30, compensatory time accumulated in excess of one- hundred (100) hours shall be paid off. Unused compensatory time under one- hundred (100) hours may be carried by the employee continuously until termination, at which time it will be paid.
- F. An employee requesting compensatory time off will complete the appropriate form; provide it to his supervisor for approval and forwarding to a Human Resources Representative. Compensatory time shall be approved consistent with the needs of the workplace.
- G. Officers volunteering for any alcohol enforcement grant or volunteering to assist an outside agency for sporting events or other special duties as requested, shall be compensated at two (2) times their hourly rate of pay for all hours worked.
- H. Individual officers mandated from the department mandatory callback list, to work an overtime shift with less than ten (10) hours' notice, shall receive two (2) times their straight-time hourly rate for the mandated hours worked.

Section 18.3 CALL BACK PAY

An employee called back to work on any day after having gone home, or on their

regularly scheduled time off, shall receive a minimum of four (4) hours pay at the rate of one and one-half (1-1/2) times their regular straight-time hourly rate or two (2) times their regular straight-time hourly rate on their seventh day.

Call Back Pay does not apply to being called in early to a regularly scheduled shift or being held over on a shift.

Section 18.4 COMPENSATION FOR SPECIAL PROJECTS OUTSIDE OF POSITION

Stipends will be negotiated for special projects which require additional duties and responsibilities outside of the job description.

Section 18.5 TAX-SHELTERED ANNUITY

Employees may participate in a tax-sheltered annuity program on a salary-deduction basis.

Section 18.6 PAYROLL

The regular pay period is from the first day to the last day of each respective month. Payroll checks shall be distributed on the 15th day of each month. If the pay day falls on Saturday, Sunday or a holiday, checks will be issued on the last working day preceding the 15th. Overtime shall be paid on the 15th of the following month after accrual of overtime.

Section 18.7 COST OF LIVING

If the cost of living, as measured by the Consumer Price Index (CPI) issued by the United States Department of Labor, Urban Consumers, U.S. City Average, average to average change has increased above six percent (6%) for the 12-month period ending on the last day of December of any of the contractual years, each employee will receive, prior to the end of the fiscal year, a cost of living stipend independent of the base salary which is equivalent to one percent (1%) of the median salary of all members of the Public Safety Officer's Association for each one percent (1%) increase in the CPI, or fraction thereof, between six percent (6%) and ten percent (10%).

To be eligible to receive the cost of living stipend, the employees must be employed through December 31 of the index year. Employees assuming their responsibilities before July 1 of the index year will receive the full stipend, while those assuming their responsibilities between July 1 and December 31 will receive one-half (1/2) of the stipend.

Example: If the CPI between December 1988 (as made available in January, 1989) and December, 1989 (as made available in January, 1990) increases 7.6% the cost of living stipend will be determined by multiplying 1.6% times the medial salary for the 1988-1989 fiscal year. If the median salary were \$32,000.00, the cost of living stipend would be \$512.00 and said stipend would be paid prior to the end of the 1989-1990 year.

**ARTICLE XIX
EARLY RETIREMENT**

Section 19.1 RETIREMENT INCENTIVE PROGRAM

Any employee who is fully vested under SURS by June 30, 2018 is eligible for this Retirement Incentive Program as set forth below:

1. To be eligible a bargaining unit member must have been employed at Parkland on a full-time basis for at least 15 years and be at least 55 years old. In determining 15 years of full-time employment, a leave of absence of any kind will not be counted.
2. Once reaching eligibility, the bargaining unit member has five contract years from the date in which they achieved eligibility to retire under the plan and must declare at least six months preceding the retirement date to receive the benefits as stated in 3 below. If participation in the plan is denied, the bargaining unit member's window of opportunity will be extended one year. Application must be accompanied by documentation that the bargaining unit member consulted with SURS; such documentation validates that the bargaining unit member has checked and fully understands his/her own SURS information.
3. Benefit Schedule:
 - a. When a bargaining unit member declares retirement as specified above, he/she will receive a one-time stipend of 10% of the final base salary the month following the retirement date. An amount equal to the final base salary will be paid in equal monthly payments over the four-year period beginning the month following the retirement date (48 monthly payments).
 - b. A stipend at retirement equal to four annual installments of the CIP (College Insurance Plan) indemnity plan annual rate divided by 69%, readjusted annually according to the new yearly rate. The initial stipend will be based on the July 1 rate closest to the retiree's retirement date.
 - c. Retirees may choose to remain in the Parkland Health Care Plan as required by COBRA.
 - d. Should the CIP Plan be discontinued, eligible retirees would be allowed to reinstate coverage under the Parkland Plan.
 - e. Upon the death of the participant prior to payment in full of the deferred benefit, such benefit shall be payable to the participant's surviving spouse, or, if there is no surviving spouse, to a designated beneficiary or the participant's estate.
4. A bargaining unit member younger than 55 with 25 years of full time service at Parkland may apply for participation in the plan. Those qualifying under the 25 year

provision will retain the privilege of waiting until the fifth contract year following their 55th birthday to elect participation in the plan.

5. The College will provide free tuition at Parkland College for retiree, spouse, and dependent children, free admission to selected College events, and College mailings upon request.
6. All bargaining unit members employed prior to the effective date of this plan as outlined above, will have the option of choosing the early retirement plan offered through the State Universities Retirement System or the new plan which becomes effective on the date of approval by the Board.
7. Bargaining unit members whose early retirement announcement is accepted during one contract but whose actual retirement date falls in a later contract will receive the early retirement benefits in effect at the time when the bargaining unit member announces.

Section 19.2 EARNINGS INCREASES EXCEEDING 6%

If, pursuant to any currently enacted, or amended, statutes, regulations, rules or calculations, the State University Retirement System (SURS) finds that a Parkland College retiree has excess compensation for creditable earnings, the retiree will be required to reimburse to Parkland College for the excess compensation.

The College will offer counseling to employees to help avoid exceeding the 6% earnings increase limit prior to retirement. The College shall monitor and notify an employee approaching, or at risk of exceeding the 6% limit.

Section 19.3 SURS LEGISLATIVE CHANGES

If the State of Illinois passes legislation effective during the term of this agreement that impacts the College's contributions and/or penalties in regards to SURS, the PSOA and the College agree to convene negotiations on the matter immediately for the sole purpose of identifying an alternative funding arrangement.

ARTICLE XX SEVERABILITY

Any Article, Section, provision, sentence or clause of this Agreement held to be illegal will not be deemed valid, except to the extent permitted by law. However, the remainder of this agreement shall remain in full force and effect for the entire term of the Agreement.

In the event any Article, Section, provision, sentence or clause of this Agreement is determined to be invalid by a Court of competent jurisdiction and, thereafter, no appeal is taken by either party within the appropriate period, the parties shall renegotiate the Article, Section, provision, sentence or clause of the Agreement so deemed to be invalid.

**ARTICLE XXI
NO STRIKE PROVISIONS**

During the term of this Agreement, neither the Union nor its agents or any employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligation of the Board. As such, and in order to promote the safety and well-being of the students and faculty of Parkland College, all issues which reach the point of impasse between the parties shall be resolved through a process most commonly referred to as “interest” arbitration. Arbitrators shall be selected in the same manner as selected through the grievance procedure.

**ARTICLE XXII
ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed, in writing, by the parties hereto.

The Board and the Union mutually agree that with respect to those matters which require collective bargaining under the provisions of the Illinois Educational Labor Relations Act, and not encompassed in the his Agreement, no action shall be taken with regard thereto by either party without collective bargaining and agreement thereto.

With respect to all of the matters not covered by this Agreement and the Illinois Educational Labor Relations Act, there shall be no requirement of collective bargaining incumbent upon the parties hereto.

The Board and the Union mutually agree that they shall not make unilateral changes in the Collective Bargaining Agreement. They further agree that they shall undertake no actions which have the effect of negating, abrogating, replacing, reducing, diminishing or limiting, in any way, employee rights, guarantees or privileges pertaining to wages, hours or other conditions of employment provided for in this Collective Bargaining Agreement and in any Illinois statute or statutes.

**ARTICLE XXIII
PRINTING OF AGREEMENT**

Within thirty (30) days following ratification and execution of this Agreement by both parties, the Board will provide a copy of this Agreement to the President of the Union for distribution to the employees covered by this Agreement. The costs of printing and reproduction will be shared under ARTICLE IV, Section 4.8 of this Agreement.

**ARTICLE XXIV
TERMINATION**

This Agreement shall be effective July 1, 2018, and shall remain in full force and effect until June 30, 2021.

**ARTICLE XXV
WRITTEN NOTICE**

Any notice to be given to this Agreement shall be by certified mail, return receipt requested, and shall be completed by and at the time of said mailing. Written notice may also be served by personal delivery of such notice. Proof of such service shall only be by production of a receipted copy of such notice indicating the date of receipt and bearing the signature of a person authorized to so receive such notice.

Notice sent by the Board or the College to the Union shall be addressed as follows:

The President
Parkland College Public Safety Officer's Association
2400 West Bradley Avenue
Champaign, Illinois 61824-1899

and

Charles R. Crowley
Policemen's Benevolent Labor Committee
840 S. Spring St. – Suite A
Springfield, Illinois 62704

Notice sent by the Union to the Board or the College shall be addressed as follows:

The Board of Trustees of Parkland College
2400 West Bradley Avenue
Champaign, Illinois 61824-1899

or

Parkland College
Office of the President
2400 West Bradley
Champaign, Illinois 61824-1899

Notice sent by the Board or the College to an employee of the College covered by this Agreement shall be addressed to the employee at the address last listed in the records of the Office Of Human Resources of the College.

Either party may, by like written notice, change the address to which such notice is to be given.

EXECUTED THIS 20th DAY OF JUNE, A.D., 2018 AT CHAMPAIGN, ILLINOIS, by the undersigned, all having been duly authorized by their respective parties and intending to be legally bound hereby:

BOARD OF TRUSTEES COMMUNITY COLLEGE DISTRICT 505, COUNTIES OF CHAMPAIGN, COLES, DeWITT, DOUGLAS, EDGAR, FORD, IROQUOIS, LIVINGSTON, McLEAN, MOULTRIE, PIATT, VERMILION AND STATE OF ILLINOIS (PARKLAND COLLEGE)

**BY: _____
THE CHAIRMAN OF THE BOARD**

**BY: _____
SECRETARY**

PARKLAND COLLEGE PUBLIC SAFETY OFFICER'S ASSOCIATION, A UNIT OF THE POLICEMEN'S BENEVOLENT LABOR COMMITTEE

**BY: _____
PRESIDENT OF THE UNION**

2400 West Bradley
Champaign, Illinois 6 1824-1899

Notice sent by the Board or the College to an employee of the College covered by this Agreement shall be addressed to the employee at the address last listed in the records of the Office Of Human Resources of the College.

Either party may, by like written notice, change the address to which such notice is to be given.

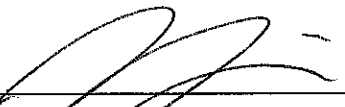
EXECUTED THIS 20th DAY OF JUNE, A.D., 2018 AT CHAMPAIGN, ILLINOIS, by the undersigned, all having been duly authorized by their respective parties and intending to be legally bound hereby:

**BOARD OF TRUSTEES
COMMUNITY COLLEGE DISTRICT 505,
COUNTIES OF CHAMPAIGN, COLES,
DeWITT, DOUGLAS, EDGAR, FORD,
IROQUOIS, LIVINGSTON, McLEAN,
MOULTRIE, PIATT, VERMILION AND
STATE OF ILLINOIS (PARKLAND
COLLEGE)**

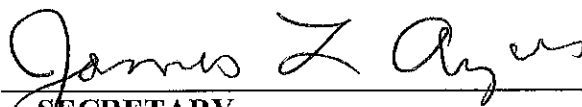
BY: 

**THE CHAIRMAN OF THE
BOARD**

**PARKLAND COLLEGE
PUBLIC SAFETY OFFICER'S
ASSOCIATION, A UNIT OF THE
POLICEMEN'S BENEVOLENT LABOR
COMMITTEE**

BY: 

PRESIDENT OF THE UNION

BY: 

SECRETARY

APPENDIX A

DUES FORM

**LOCAL # 173, POLICEMENS' BENEVOLENT AND PROTECTIVE ASSOCIATION
PAYROLL DUES DEDUCTION AUTHORIZATION**

I hereby authorize the Human Resources Office of Community College District # 505, Parkland College, to deduct from my earnings the current regular monthly dues as certified by the Treasurer of Local #173, PB & PA.

This authorization may be revoked by a notice in writing to the Human Resources Office at Parkland College and the Treasurer of Local # 173, PB &PA. A written revocation will be become effective upon the next payroll period immediately following receipt of the written revocation.

Employee Signature

Effective Date

APPENDIX B

Parkland College

EMPLOYEE PERFORMANCE PROCEDURES

1. The Employee Performance Review instrument is to be used for all Professional Support Staff and Nonacademic Staff employees in accordance with the respective collective bargaining agreements. Please refer to Section 10.2 “Performance Appraisal” of the appropriate bargaining agreement when completing the evaluation form.
 - a. The evaluation shall be conducted at least once during the fiscal year.
 - b. The office of Human Resources shall submit by March 1 of each year the evaluation form to the administrative supervisor. Supervisors are encouraged to keep current job descriptions on file for each employee, however, copies are available in the Office of Human Resources.
 - c. The evaluation shall be prepared by the administrative supervisor.
 - d. A composite evaluation form shall be prepared and discussed for employees who work for more than one supervisor.
 - e. The administrative supervisor shall provide the employee a copy of the written evaluation at least 48 hours prior to the scheduled conference.
 - f. The employee shall have the right to make written comments relating to the evaluation on or before the scheduled conference with the administrative supervisor and the comments shall be attached to the evaluation.
 - g. The written evaluation shall be signed by the administrative supervisor and employee to indicate receipt, but not necessarily agreement, with the evaluation.
 - h. The written and signed form shall be submitted to the Office of Human Resources by April 1.
2. Complete Section I (heading)
 - a. Check appropriate reason for appraisal (annual or probationary)
 - b. Please note that the Date Began this Position may not necessarily be the same as the Hire Date indicated on the label at the top of the form.
 - c. Review the current job description carefully, note responsibilities which have been changed, added, or deleted. Prepare a draft replacement job description with proposed changes, attach to the evaluation form, and forward a copy to the Office of Human Resources for review and approval.
3. Complete Section II (Work Performance Traits)
 - a. Using the job description as a reference, apply described responsibilities to all traits.
 - b. Study each trait carefully before rating the employee. Strive to relate to the employee’s on-the-job performance.
4. Complete Section III (Attendance)
 - a. Please provide additional detailed information if attendance is a problem.

5. Complete Section N (Goals and Objectives)
 - a. This section is optional and may be used to identify and discuss goals and objectives with accompanying plans for the coming period.
 - b. Planning may include, but is not limited to, employee training and Development, projects and remediation.
6. Complete Section V (Administrative Supervisor Comments)
 - a. Supervisor may use this space for comment or response.
 - b. If more space is desired, additional pages may be attached.
7. Section VI (Employee Comments)
 - a. Employee may use this space for comment or response.
 - b. If more space is desired, additional pages may be attached.
8. Section VII (Signature)
 - a. The administrative supervisor and employee must sign and date this form. Notify the employee that his/her signature indicates receipt but not necessarily agreement.
 - b. Forward signed and completed evaluation to the Office of Human Resources with any job description changes attached.
 - c. The office of Human Resources will determine the next review date (90 days, 6 months, or 12 months) based upon the outcome of the employee evaluation. The scheduled date will be indicated at the end of the form, and administrative supervisor will be notified of the date of the next review.

APPENDIX C

MEDICAL INSURANCE PLAN DETAILS

PARKLAND COLLEGE
PSO QHDHP
SCHEDULE OF BENEFITS

| Lifetime Maximum Benefits | Preferred Provider/ Non-Preferred Provider |
|--|---|
| Individual Lifetime Maximum Benefit | Unlimited |
| Temporomandibular Joint (TMJ) Disorder | \$2,500 per member |
| Wigs (following cancer treatment) | \$250 per member |

The term "Lifetime" refers to the time a person is actually a Beneficiary of a welfare benefit plan sponsored by the Group and is not intended to suggest benefits beyond an individual's termination date.

| Plan Year Maximum Benefits | |
|---|--------------------------------|
| Inpatient Rehabilitation and Skilled Nursing Care | 120 days |
| Outpatient Rehabilitative Therapy Services (Occupational, speech and physical therapies) | 60 visits (treatment combined) |
| Speech Therapy for Pervasive Development Disorders | 20 visits |

The maximum benefits allowed for Preferred and Non-Preferred services are combined.

| Plan Year Deductibles | Preferred Provider | Non-Preferred Provider |
|------------------------------|---------------------------|-------------------------------|
| Single | \$4,000 | \$6,000 |
| Family | \$6,000 | \$9,000 |

Deductibles apply to all services except Preventive Care/Wellness Benefits, Precertification Penalties, Second and Third Surgical Opinions and Vision Hardware Benefits. Deductible amounts accumulate separately for Preferred and Non-Preferred benefits. Aggregate Deductible - if one person is on the plan, he or she works toward the Single Deductible. If more than one person is on the plan, they work toward the Family Deductible.

| Plan Year Out-of-Pocket Maximum | Preferred Provider | Non-Preferred Provider |
|--|---------------------------|-------------------------------|
| Single | \$4,000 | \$6,000 |
| Family | \$6,000 | \$9,000 |

Out-of-Pocket Maximums include Coinsurance, Deductibles and Copayments. Out-of-Pocket amounts accumulate separately for Preferred and Non-Preferred benefits. Out-of-Pocket Maximums do not include Penalties assessed for Failure to Preauthorize services. The Family Out-of-Pocket amount is satisfied when Family Members combine to meet the Family Out-of-Pocket Maximum amounts. The maximum Out of Pocket Maximum need only be met once per Plan Member per benefit year.

| Preauthorization Penalty | Preferred Provider/ Non-Preferred Provider | |
|---------------------------------|---|-------------------------|
| Failure to Preauthorize | \$250 benefit reduction (Multiplan Providers Only) | \$250 benefit reduction |

NOTES:

| Inpatient Services/Benefits | You Pay Preferred Provider | You Pay Non-Preferred Provider |
|---|-----------------------------------|---------------------------------------|
| Physician Services | 0% after deductible | 0% after deductible |
| Hospital Care | 0% after deductible | 0% after deductible |
| Maternity Care | 0% after deductible | 0% after deductible |
| Inpatient Rehabilitation and Skilled Nursing Care | 0% after deductible | 0% after deductible |
| Human Organ Transplant | 0% after deductible | 0% after deductible |
| Mental Health Care | 0% after deductible | 0% after deductible |
| Substance Abuse Treatment | 0% after deductible | 0% after deductible |

| Outpatient Services/Benefits | | |
|--|---------------------|---------------------|
| Office Visit-Primary Care | 0% after deductible | 0% after deductible |
| Office Visit-Specialty Care | 0% after deductible | 0% after deductible |
| Routine Prenatal Care | 0% - no deductible | 0% - no deductible |
| Wellness Benefit Program: Annual Physicals, Injections, Immunizations, Mammograms, PAP Smears, Prostate Screening, Colorectal Screening, Cholesterol Screening | 0% - no deductible | 0% - no deductible |
| Well Child Care | 0% - no deductible | 0% - no deductible |
| Routine Eye Exams (Age 18 and under) | 0% - no deductible | 0% - no deductible |
| Outpatient Surgery | 0% after deductible | 0% after deductible |
| Diagnostic Testing (X-rays and laboratory services) | 0% after deductible | 0% after deductible |
| Mental Health Care | 0% after deductible | 0% after deductible |
| Substance Abuse Treatment | 0% after deductible | 0% after deductible |
| Home Health Care/Home Infusion | 0% after deductible | 0% after deductible |
| Hospice Care | 0% after deductible | 0% after deductible |

NOTES:

| Outpatient Services/Benefits | You Pay Preferred Provider | You Pay Non-Preferred Provider |
|--|---|---|
| Rehabilitative Therapy Services (Occupational, speech and physical therapies) | 0% after deductible | 0% after deductible |
| Emergency Services | 0% after deductible | 0% after deductible |
| Ambulance Services (must be medically necessary) | 0% after deductible | 0% after deductible |
| Urgent Care | 0% after deductible | 0% after deductible |
| Durable Medical Equipment and Prosthetic Devices | 0% after deductible | 0% after deductible |
| TMJ Disorder | 0% after deductible | 0% after deductible |
| Chiropractic Services and Spinal Manipulations | Not Covered | Not Covered |
| Retail Prescription Drugs (Limited to a maximum 30-day supply) | Tier 1: 0% after deductible Tier 2: 0% after deductible Tier 3: 0% after deductible | Tier 1: 0% after deductible Tier 2: 0% after deductible Tier 3: 0% after deductible |
| Mail-Order Prescription Drugs (Limited to a maximum 90-day supply) | Tier 1: 0% after deductible Tier 2: 0% after deductible Tier 3: 0% after deductible | Tier 1: 0% after deductible Tier 2: 0% after deductible Tier 3: 0% after deductible |
| Retail 90 Rx Prescription Drugs (Limited to a maximum 90-day supply) | Tier 1: 0% after deductible Tier 2: 0% after deductible Tier 3: 0% after deductible | Tier 1: 0% after deductible Tier 2: 0% after deductible Tier 3: 0% after deductible |
| Specialty Prescription Drugs | 0% after deductible | 0% after deductible |
| Smoking Cessation Medications | 0% after deductible | 0% after deductible |
| Infertility Services | 0% after deductible | 0% after deductible |
| Autism Spectrum Disorders | 0% after deductible | 0% after deductible |
| Other Covered Services | 0% after deductible | 0% after deductible |

NOTES:

Retail and specialty prescription drugs may be prescribed by a Non-Preferred Provider but must be dispensed at a Preferred pharmacy or provided by a Preferred Provider.

Preferred Provider Coinsurance, if any, is based on the allowed or discounted amount.

APPENDIX D

DENTAL INSURANCE PLAN DETAIL



PARKLAND COLLEGE SUMMARY OF BENEFITS – DENTAL

Lifetime Maximum Benefit

Individual Lifetime Maximum Benefit for Orthodontic Services \$2,000

Plan Year Maximum Benefit (Per covered person)

\$2,000

Plan Year Maximum Benefit includes Preventive, Restorative and Major dental services.

Plan Year Deductible (Excluding medical expenses)

Single \$0

Family \$0

There is no Plan Year Deductible on this Plan.

Plan Year Service Limits

| | |
|---|--|
| Oral Exams (Diagnostic services) | Limited to: 1 every six months |
| Cleaning of Teeth | 2 every 12 months |
| Full Mouth X-rays | 1 every 36 months |
| Bitewing X-rays | 2 series every 12 months |
| Extra Oral Superior, Inferior Maxillary Films | 2 every 12 months |
| Panoramic Film, Maxilla and Mandible X-rays | 1 every 36 months |
| Fluoride Treatment | 1 every 12 months |
| Space Maintainers | Children under age 14 |

Preventive Services

| | You Pay |
|----------------------------------|----------------|
| Oral Exams | 0% |
| Cleaning of Teeth | 0% |
| Fluoride Applications | 0% |
| Sealants | 0% |
| X-rays (Full-mouth and bitewing) | 0% |
| Emergency Office Visits | 0% |

General Services

| | |
|---|-----|
| Fillings | 20% |
| General Anesthesia | 20% |
| Injectible Antibiotics | 20% |
| Extractions (Erupted teeth, including erupted wisdom teeth) | 20% |
| Endodontic Procedures and Root Canal Therapy | 20% |
| Periodontics | 20% |
| Oral Surgery (Including pre- and post-operative care) | 20% |
| Denture Repairs and Adjustments | 20% |
| Repairs to Crowns and Bridges | 20% |
| X-rays (Associated with restorative care) | 20% |

Major Services

| | |
|------------------------------|-----|
| Crowns and Gold Restorations | 50% |
| Bridges | 50% |
| Inlays | 50% |
| Onlays | 50% |
| Full and Partial Dentures | 50% |
| Dental Implants | 50% |

Orthodontic Services

| | |
|---|-----|
| Orthodontics (Plan pays up to \$2,000 per lifetime) | 50% |
|---|-----|

Orthodontia benefits are not included in the \$2,000 Plan Year Maximum Benefit limit.