

2019

NEGOTIATED AGREEMENT BETWEEN THE

**ILLINOIS COUNCIL OF POLICE
TRITON CHAPTER
PART TIME OFFICERS**

AND THE

**TRITON COLLEGE BOARD OF TRUSTEES
DISTRICT #504**

EFFECTIVE:

Upon Ratification by both parties May 22, 2019 through June 30, 2024

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

RATIFICATION OF THIS AGREEMENT

By signing below the parties signing on behalf of their respective bargaining units have adopted the attached Agreement in its entirety:

This Agreement shall be in effect from RATIFICATION DATE May 22, 2019 through June 30, 2024.

Board of Trustees
Triton Community College
District #504

Illinois Council of Police


Chairperson 8-27-19
Date


Illinois Council of Police 6-11-19
Date


Secretary 8-27-19
Date



Chapter President 14 JUN 19
Date

TABLE OF CONTENTS

ARTICLE	TITLE	Page
	PREAMBLE	3
ARTICLE I:	RECOGNITION, REPRESENTATION AND DEFINITIONS	5
ARTICLE II:	NON-DISCRIMINATION	9
ARTICLE III:	WORKING CONDITIONS	13
ARTICLE IV:	DISCIPLINARY INVESTIGATION PROCEDURES	21
ARTICLE V:	DISCIPLINE AND DISMISSAL	25
ARTICLE VI:	GRIEVANCE PROCEDURE	31
ARTICLE VII:	EMPLOYMENT PRACTICES & PROCEDURES	35
ARTICLE VIII:	BENEFITS	39
ARTICLE IX:	WAGE ADJUSTMENT	43
ARTICLE X:	LABOR MANAGEMENT MEETINGS	47
ARTICLE XI:	UNION BUSINESS	51
ARTICLE XII:	ENTIRE AGREEMENT	55

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PREAMBLE

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

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

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

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

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

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

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

NOW THEREFORE, the Parties agree that all elements of the PREAMBLE are part of this Agreement and additionally agree as follows:

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ARTICLE I

Recognition, Representation and Definitions

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ARTICLE I: RECOGNITION, REPRESENTATION AND DEFINITIONS

1.1 This Agreement entered into by and between the Triton College Board of Trustees, Triton Community College District #504, Cook County, Illinois (herein referred to as "Triton") and Illinois Council of Police, Triton Chapter of Part-Time sworn officers (herein referred to as the "Union"), is intended to promote a harmonious understanding and beneficial relationship between Triton and the Union, and to set forth herein the basic and full agreement between the parties concerning recognition of the Union as the sole bargaining agent for the part-time sworn police officers of Triton Police Department, said sworn officers being comprised of police officers generally employed at Triton College for 28 hours or less each week.

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

1.2 MANAGEMENT RIGHTS

1. Triton shall be entitled to make reasonable rules and regulations, to change methods, equipment or facilities provided.
2. It is further agreed by Triton and the Union that the Union shall be recognized to negotiate and bargain for any and all areas which affect the salaries and working conditions of the said members of the Union to the extent permitted by law.
3. It is the intention of this Agreement to provide, where not otherwise mandated by statute, Triton College Board Policy, and Police Department Rules and Regulations, the salary structure and employment conditions of the part-time sworn police personnel covered by this Agreement, to prevent interruptions of work and interference with the efficient operation of the Police Department, and to provide an orderly and prompt method for handling and processing concerns and striving to avoid grievances.

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

1.4 All references to a "college working day" shall be defined to be Monday through Friday, from 9:00am until 5:00pm. College working days shall not include Saturdays, Sundays or any days upon which the College is closed in observance of a holiday, vacation period when the College is not in session, or other such closure.

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ARTICLE II

Non-Discrimination

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ARTICLE II: NON-DISCRIMINATION

2.1 Neither Triton nor the Union shall discriminate against any employee on the basis of race, creed, color, sex, national origin or any other protected class under the laws of the United States or the State of Illinois.

2.2 There shall be no discrimination against any part-time employee because of Union activity or function as an officer, committee member, or Union official.

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ARTICLE III

Working Conditions

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ARTICLE III: WORKING CONDITIONS

All part-time sworn police officers working ten (10) or more hours per week for a period of greater than 12 weeks will be covered by the following working conditions:

3.1 AT WILL EMPLOYMENT AND EVALUATION

1. All part-time sworn officers are now and shall be throughout the term of this Agreement, at will employees. However, all officers must be afforded the rights provided by the officer's Bill of Rights and no officer shall be disciplined or terminated without strict adherence to this agreement.
2. Evaluation of all part-time sworn officer's work performance shall be made on the proper form by the immediate supervisor, and command staff after one (1) calendar month of initial employment, and then every other month for eighteen (18) months. The evaluation must be reviewed with the employee and submitted to the Associate Vice President of Human Resources for signature and retention in the employee's personnel file.
3. Continued work assignments shall vary depending upon the needs of the Police Department. There is no "right to work" under this Agreement.

3.2 WORKING HOURS

1. Work days and hours shall be as assigned by the Chief of Police, or his designee. Expected work schedules for a part-time officer shall generally be no more than 20 hours per week. In the sole discretion of the Chief of Police, subject to the approval of the Vice President of Business, scheduled hours may increase to 28 hours per week. If the officer is assigned a single shift of 8.5 hours or greater, a meal period of 30 minutes shall be included therein. Employees will be allowed to leave the campus for food, but must stay within a two (2) mile radius for food. Leaving campus for any reason, including meals, is subject to Shift Supervisor approval in advance.
2. All scheduling shall be determined solely by the Police Chief, or his designee.

3.3 CONTINUING EMPLOYMENT

1. Part-time sworn police officers covered by this Agreement shall be, and shall remain throughout their duration of their employment as part-time sworn police officers, at will employees of Triton College. There shall be no expectation or promise of continued employment. Regardless of their at will employee status, Triton College must follow all provisions of this contract as it relates to the employment of any part-time officer.

2. An evaluation may be requested by the employee, Chief of Police, or Vice President of Business Services at any time, but if requested by the employee, the requested review will not occur within six (6) months period of the last evaluation.
3. An employee not doing satisfactory work shall be notified by the Police Chief or the Vice President of Business Services. A conference will be scheduled with the Police Chief and/or the Vice President of Business Services to discuss the employee's work and methods of improvement.
4. The Police Chief shall have the power to suspend an employee without pay up to five (5) working days or without limit, pending the outcome of an investigation. The Police Chief or the shift commander shall have the power to send an employee home for the balance of a day. A written report of the incident shall be forwarded to the Police Chief by the supervisor within 24 hours of the incident.
5. The employee shall have the right to appeal all suspensions through the proper chain of command and/or grievance process.
6. Current employees may request, on a College working day, upon written notice to the Chief of Police, the right to review their personnel file and may petition in writing to the Chief of Police requesting that the file be expunged of written records of minor incidents after a period of four (4) years from the date of the written reprimand. Employees may request a copy of the file, but the contents shall not be changed or removed from the file without the written authorization of the Vice President of Business Services.

3.4 OVERTIME

1. Any work in excess of forty (40) hours per week or eight and one-half (8.5) hours per day shall be considered overtime and paid at the regular hourly rate at one and one-half times (1 ½) the hourly rate.
2. It shall be the responsibility of the supervisor to receive prior approval for overtime from the Vice President of Business Services by completing and submitting the request for overtime form. In emergency situations, verbal approval for overtime by the Vice President shall suffice, until the proper form is submitted and approved.
3. A minimum of two (2) hours at the overtime rate shall be paid to an employee requested to return to work for emergency duty.

4. An employee who has worked overtime shall indicate said time on his/her time card, have the card signed by the supervisor, and return it to the card rack by 9:00 AM each Monday.
5. Court time outside of an officer's scheduled shift shall be paid at a minimum of two (2) hours at the applicable rate of pay.
6. Revision of this process is subject to Web Time entry in the new Colleague/ERP system.

3.5 VOLUNTARY SPECIAL DUTY COMPENSATION

College sponsored special duty work will be assigned on a voluntary basis only. Compensation shall be at the current hourly rate, prorated on an hourly basis, with a minimum of two (2) hours or actual time worked (not for hours worked contiguous to a scheduled shift), or whichever is greater. Special duty resulting in excess of forty (40) hours per week shall be paid in accordance with Article III Sec 3.4.1.

Special duty assignments may generally not result in more than 28 hours worked per week.

A minimum of two (2) hours shall be paid to a part-time sworn officer requested to return to campus for special or emergency duty.

3.6 TRITON COLLEGE POLICE RULES & REGULATIONS

All police personnel shall comply with the Triton College Campus Police Department Rules and Regulations. Violation of the Triton College Campus Police Department Rules and Regulations may be grounds for disciplinary action, up to and including dismissal. However, in the event that any existing Rule, Regulation, Board Policy or College Procedure directly conflicts with the Articles of this Agreement, the following order shall be utilized to determine the proper authority:

1. State or Federal Law;
2. Triton College Board Policy;
3. Department Rules and Regulations;
4. This Collective Bargaining Agreement.

3.7 NO STRIKE PROVISION

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

3.8 PHYSICAL EXAMINATIONS

1. Each new employee shall be required to have a physical examination by a College approved physician prior to beginning employment. The initial physical examination shall include a substance abuse screening, which shall be paid for by the College.
2. The Vice President of Business Services may request that a part-time officer have a physical examination by the physician designated by the College at any time during employment when the Vice-President of Business Services provides a written notice to the part-time officer prior to the examination, setting forth the reasons. Said physical examination shall be during working hours at the expense of the College. When said examination is required, all medical records which result from the examination must be available to the part-time officer and the Vice-President of Business Services. The order for an examination is not subject to grievance:

3.9 SUBSTANCE ABUSE TESTING

1. The College and the Union recognize that the nature of the duties and obligations of the members of the Police Department require that no part-time officer shall possess or be under the influence of alcohol or any controlled substance while on duty, or under the influence of any controlled substance at any time, on or off duty.
2. The College, through the Vice President of Business Services, shall have the right to institute and order substance abuse testing upon the suspicion of any substance abuse. The Chief of Police and/or his designee shall have the authority to request testing when he/she makes a determination that there is suspicion of abuse.
3. Tests shall be permitted for any controlled or illegal substance qualifying as "under the influence".
4. Tests shall be limited to urine tests and hair samples. If hair is not available for testing, the College, at its expense, may require a blood test. If a part-time officer tests positive for any controlled substance, he/she or the College may request, at the requestor's expense, a secondary blood test.

3.10 TERMINATION OF EMPLOYMENT

A. Lack of Requisite Hours

1. At any point, the College may determine that all staffing needs are satisfied by the existing compliment of officers. Upon such a determination, the Chief of Police shall provide two (2) weeks' notice to an employee covered by this agreement that no additional hours are required for the officers.
2. In the event of a partial reduction in the need of part-time officer hours, the Chief of Police shall advise impacted officers.

B. Resignation

1. An employee electing to resign from the College must submit written notice, preferably ten (10) working days prior to the termination date, to Human Resources, with a copy to the supervisor, Chief of Police, and the Vice President of Business Services.
2. Any part-time sworn officer who shall fail to report for three (3) shifts in a (1) year period shall be deemed to have resigned from employment at Triton College, and no further action shall be taken to effectuate resignation. However, all officers must be afforded the rights provided by the officer's Bill of Rights and no officer shall be disciplined or terminated without strict adherence to this agreement.
3. A single instance of no call/no show will result in discipline, up to and including termination of employment.
4. If an officer resigns or is terminated for any reason prior to completing two (2) years of service with the College, the Officer shall reimburse the College for all actual training expenses incurred by the College, if the resignation occurs in the first year, and fifty (50) percent of the expenses in the second year. After the second year there will be no reimbursement required. If an officer resigns at all any time, the Officer shall reimburse the College for all specialized training costs incurred in the preceding 18 month period.
5. Termination shall be based upon the provisions of Article V hereinafter.

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ARTICLE IV

Disciplinary Investigation Procedures

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ARTICLE IV: DISCIPLINARY INVESTIGATION PROCEDURES

4.1 POLICE OFFICERS' BILL OF RIGHTS

The College agrees to abide by the Uniform Peace Officers' Disciplinary Act, (50 ILCS 725/1), commonly known as the Police Officers' Bill of Rights.

4.2 NO MEDIA EXPOSURE

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

4.3 ELIGIBILITY FOR GRIEVANCE PROCEDURE

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

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ARTICLE V

Discipline and Dismissal

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ARTICLE V: DISCIPLINE AND DISMISSAL

5.1 DISCIPLINE

1. Types of Discipline

At all times, supervisors and employees are encouraged to communicate with one another and to resolve any problems that may arise. However, the Board and the Union recognize that, from time to time, circumstances will arise which require the just dispensation of discipline. The parties agree that disciplinary action shall be for just cause shown and will be performed in a timely manner. Where appropriate, discipline will be performed in a progressive manner. The types of discipline agreed to by the parties shall include but not be limited to: Written Warning; Suspension without pay; and Termination.

2. Written Warning

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

2a. Disciplinary Meeting with Human Resources

If the unsatisfactory performance or behavior has not been corrected within the time frame established in the written warning or an additional infraction justifying disciplinary action has occurred, a second meeting shall be held. It shall include the employee, the Supervisor and Associate Vice President of Human Resources wherein the reasons for discipline up to and including termination shall be discussed. The Union shall be notified and shall have a right to be present at the meeting.

3. Discharge

If the unsatisfactory performance or behavior has not been corrected after the written warning and conference, or if the action or failure to act is of sufficient justification, the part-time police officer may be discharged from employment with the College. The employee shall be given written notice of the reasons for such discharge and be provided with an opportunity to respond to the Vice President of Business Services prior to a decision regarding the anticipated discharge. The Union shall be notified by the employee and shall have a right to be present at the meeting.

i. Exceptions to Progressive Steps

Nothing herein shall limit the right of the College to affect an emergency suspension, with or without pay. Termination of an employee where the conduct of the employee is flagrant, insubordinate, or otherwise non-remediable shall only be effectuated following the pre-disciplinary meeting provided in Article V.B. be sufficient cause for immediate termination.

Said conduct shall include but not be limited to: sleeping during scheduled work shift; failure to follow the direct order of a superior officer; conviction of a felony anywhere, during the term of employment, and/or conviction for engaging in any criminal activity (not a petty traffic offense) while on Triton's campus, either on or off duty; bringing an unlicensed weapon onto the College campus; theft of an object of value from Triton or persons on Triton's campus; fighting or striking another employee or supervisor; abandonment of the position by absenting himself for three or more assigned working days in a six month period, without advanced permission of the Chief of Police; possession, sale or use of a controlled substance at any time.

ii. Notification and Measure of Discipline

All levels of disciplinary actions against an employee shall be done so in writing with the full reasons stated therein. A copy of such disciplinary action shall be served upon the employee. The employee has the right to notify the Union of any disciplinary outcome.

iii. Removal of Discipline

Upon written request by the employee and subject to other provisions within this Negotiated Agreement, any verbal or written warnings shall be removed, from an employee's file after two (2) years of continuous employment, if the employee has received no additional discipline for the same offense.

Any disciplinary action greater than a written warning, other than dismissal, shall be removed from an employee's file after four (4) years of continuous employment, upon written request by the employee, only if the employee has received no additional or progressive discipline for the same offense, and should be subject to other provisions within this Negotiated Agreement. In the event of discipline for an action that could have resulted in termination, there will be no removal from the officer's file.

5.2 REDUCTION IN FORCE POLICY FOR TRITON POLICE

Layoff will be by reverse seniority beginning with last hired officer (based upon first date of employment with the college).

- i. A reduction in force occurs when the Board of Trustees determines that a reduction in force of sworn police officers is necessary.
- ii. If there is to be a reduction in force of sworn part-time police officers, the Union President shall be notified thirty (30) days prior to such reduction.
- iii. A reduction in force shall be accomplished by normal attrition when feasible.
- iv. A reduction in force of sworn part-time police officers shall be done using seniority, employee evaluations, and availability in making a decision which part-time officer or officers will be laid off.
- v. Officers laid-off through reduction in force shall be called back to duty by seniority should such recall occur within one (1) year from the date of the reduction in force.
- vi. A part time officer returning to work after 6 months, under recall herein, shall be required to prove physical fitness and pass a medical exam if requested by the College.

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ARTICLE VI
Grievance Procedure

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ARTICLE VI: GRIEVANCE PROCEDURE

It is the intent of the College and ICOP's - Triton Chapter, to provide for the prompt and informal resolution of Police employees' complaints whenever possible.

6.1 DEFINITION

A grievance shall mean a complaint by a part-time Police officer or ICOP's that there has been a violation, misinterpretation or misapplication of specific term(s) of this Agreement.

6.2 PROCEDURE

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

Step 1

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

Step 2

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

Step 3

If unresolved at Step 2, the Union may appeal to the Vice President of Business Services or his designee within ten (10) college working days of the Human Resources Office response. The Vice President of Business Services or designee will meet with representatives of the Police Union within five (5) college working days of receipt of the appeal. A decision will be rendered within five (5) college working days of the meeting.

Step 4

If the grievance is not settled at Step 3, the Police Union may forward the complaint to the President. This must be done within ten (10) college working days of receipt of the response of the Vice President of Business Services or his designee. Within thirty (30) college working days of receipt of the notice, representatives of the Police and the College President will confer on the grievance. The College President will respond within five (5) college working days of this meeting.

6.3 TIME FACTORS

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

The previously stated definition to a "college working day" shall apply to this Section. All references to a "college working day" shall be defined to be Monday through Friday, from 9:00am until 5:00pm. College working days shall not include Saturdays, Sundays or any days upon which the College is closed in observance of a holiday, vacation period when the College is closed, or other such closure.

ARTICLE VII

Employment Practices & Procedures

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ARTICLE VII: EMPLOYMENT PRACTICES & PROCEDURES

7.1 SENIORITY

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

7.2 SENIORITY, SHIFT SCHEDULING AND DAYS OFF

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

7.3 SENIORITY AND RESCHEDULING (TRADING) OF SHIFTS

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

7.4 TRAINING COMPENSATION TIME

Officers will be given hourly compensation for participation in assigned mandatory training on a non-scheduled shift, with a minimum of two (2) hours, when required to address the unique needs of policing on a community college campus at the regular rate of pay. No more than three (3) mandatory meetings will be scheduled per year.

7.5 EQUIPMENT SAFETY

The College agrees that no unsafe or improperly maintained or non-functioning equipment, including patrol cars, radios, Department-owned weapons, computers,

lights, sirens, and other equipment that is in regular use, should be assigned to Officers covered by this Agreement. It is understood that part-time officers must give reasonable notice to the administration regarding malfunctioning equipment and notice must be given to the Chief, Vice President of Business Services, and any other appropriate department in writing. The lack of issuance of equipment shall not eliminate the responsibility to perform an officer's assigned duty, but rather the assignment shall be performed without that specific equipment.

7.6 SECONDARY EMPLOYMENT

The College agrees that all part-time sworn Police Officers covered by this Agreement may maintain employment elsewhere. The employee must inform the College of such secondary employment that is not directly involved in law enforcement or security work, and receive written permission from the Chief of Police and Vice President of Business Services for his information only prior to beginning such employment. All secondary employment must have prior Vice President of Business Services approval which will not be unreasonably withheld.

All Triton College Police Officers are strictly prohibited from working security or in an establishment whose primary source of revenue is the sale of liquor. Violation of this rule shall be grounds for termination governed by Article V of the Agreement. The College shall have the right to require the secondary employer to sign and execute a document (to be provided by the College) that holds harmless the College from any liability that may result from such secondary employment.

7.7 BODY ARMOR

Each part-time sworn officer is required to maintain body armor for use during all scheduled shifts at Triton College. The part-time officer is responsible for providing his own body armor. Any officer with body armor more than five (5) years old is required to obtain new body armor at his own expense. The College will provide a "pool" of body armor which may be used by employees who either do not have body armor or their body armor is expired. The employee will be responsible for purchasing their own Department approved vest cover.

ARTICLE VIII

Benefits

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ARTICLE VIII: BENEFITS

8.1 WORKERS' COMPENSATION

Workers' Compensation shall be provided to part-time police officers as set forth under applicable law of the State of Illinois. All accidents must be immediately reported to the immediate supervisor and the College Nurse. Failure to notify the supervisor and the College Nurse immediately following the accident may result in disciplinary action for failure to follow the reporting procedure within a 24-hour period.

8.2 PENSION PLAN

The Union Members will participate in the State Universities Retirement System (SURS) in accordance with State statutes.

8.3 BEREAVEMENT

Triton agrees to provide uncompensated bereavement leave as may be required by the laws of the State of Illinois.

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

8.4 HOLIDAYS

Any employee scheduled to work on a holiday will be paid one and one-half (1 1/2) times their regular hourly rate of pay for any hours worked on the actual recognized Holiday.

Recognized Holidays:

- New Year's Eve Day
- New Year's Day
- Spring Holiday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve Day
- Christmas Day
- Dr. Martin Luther King Jr.'s Birthday

8.5 UNIFORMS

The employer shall furnish a complete basic uniform, excluding the service weapon, to each part-time sworn officer. This will be a one-time only issue to newly employed officers. The uniforms remain the property of Triton College, even after termination of employment.

ARTICLE IX
Wage Adjustment

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ARTICLE IX: WAGE ADJUSTMENT

9.1 BASE SALARY LEVELS

Salary levels shall be determined by the hourly rate established by the Board of Trustees and stated upon hire and/or in interim modifications.

SEE ATTACHED

9.2 SHIFT DIFFERENTIAL

There shall be no differential in compensation between any shifts.

Part-Time Police Roster	Starting Employ	Current Pay R	Upon Ratifica	1-Jul-19	1-Jul-20	1-Jul-21	1-Jul-22	1-Jul-23
			2.99%	2.00%	2.00%	2.00%	2.25%	2.50%
Colin Reid	5/3/2001	\$ 18.45	\$ 19.00	\$ 19.38	\$ 19.77	\$ 20.16	\$ 20.62	\$ 21.13
Joseph Gulino	9/20/2010	\$ 18.45	\$ 19.00	\$ 19.38	\$ 19.77	\$ 20.16	\$ 20.62	\$ 21.13
Neil Reyes	11/28/2012	\$ 18.45	\$ 19.00	\$ 19.38	\$ 19.77	\$ 20.16	\$ 20.62	\$ 21.13
Andrew Morales	9/26/2016	\$ 18.20	\$ 18.74	\$ 19.11	\$ 19.50	\$ 19.89	\$ 20.33	\$ 20.84
Alfredo Troche	2/27/2017	\$ 18.20	\$ 18.74	\$ 19.11	\$ 19.50	\$ 19.89	\$ 20.33	\$ 20.84
Daniel Vargas			\$ 18.20	\$ 18.56	\$ 18.94	\$ 19.31	\$ 19.75	\$ 20.24
Olga Vega			\$ 18.20	\$ 18.56	\$ 18.94	\$ 19.31	\$ 19.75	\$ 20.24
Mark Palmsiano			\$ 18.20	\$ 18.56	\$ 18.94	\$ 19.31	\$ 19.75	\$ 20.24
Sal D'Agostino			\$ 18.20	\$ 18.56	\$ 18.94	\$ 19.31	\$ 19.75	\$ 20.24
New Hires			\$ 18.20	\$ 18.20	\$ 18.20	\$ 18.20	\$ 18.20	\$ 18.20

ARTICLE X

Labor Management Meetings

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ARTICLE X: LABOR MANAGEMENT MEETINGS

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

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

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ARTICLE XI

Union Business

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ARTICLE XI: UNION BUSINESS

11.1 UNION ACTIVITY DURING WORK HOURS

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

11.2 ACCESS TO PREMISES BY UNION REPRESENTATIVES

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

11.3 BULLETIN BOARDS

The Union shall be entitled to use a designated portion of a bulletin board in the Police Department. Items posted by the Union shall be limited to meetings/notices and shall not be political, partisan, or defamatory in nature.

11.4 DUES DEDUCTION

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

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

When the College makes such deductions upon Union direction and remits such union dues, the Union hereby indemnifies, holds harmless and agrees to defend the Board of Trustees, its members, agents and employees in any action, complaint or suit or other proceedings which may be brought under this Article.

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

ARTICLE XII
Entire Agreement

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ARTICLE XII: ENTIRE AGREEMENT

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

All compensation, even if compounded by multiple assignments, received under this Agreement is limited to a maximum of 2.99% increase from the prior academic/SURS year in consideration of the provisions of Illinois Pension Code (40 ILCS 5/15-111) and any and all legislative enactments that may follow related thereto.

If subsequent legislative enactments permit compensation in excess of 2.99% without penalty to, or liability for the College, then such compensation may be negotiated between the Parties.

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