COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE BOARD OF TRUSTEES OF COMMUNITY COLLEGE
DISTRICT NO. 532 (THE COLLEGE OF LAKE COUNTY)
AND
ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL
2013-2016
TABLE OF CONTENTS

PREAMBLE .................................................................................................................. 1
ARTICLE I - RECOGNITION ....................................................................................... 2
ARTICLE II - MANAGEMENT RIGHTS ........................................................................ 3
ARTICLE III - NON-DISCRIMINATION ....................................................................... 4
   SECTION 3.1: Non-Discrimination ........................................................................... 4
   SECTION 3.2: Gender ............................................................................................... 4
ARTICLE IV - SAVINGS ............................................................................................... 5
ARTICLE V - RIGHT TO REPRESENTATION ............................................................. 6
ARTICLE VI - GRIEVANCE PROCEDURE ................................................................. 7
   6.A. Objective .......................................................................................................... 7
   6.B. Definition .......................................................................................................... 7
   6.C. Days ................................................................................................................. 7
   6.D. Time Limits for Filing ....................................................................................... 7
   6.E. Informal Step .................................................................................................... 7
   6.G. Authority of Arbitrator ..................................................................................... 8
   6.H. Expense of Arbitration ................................................................................... 8
   6.I. Miscellaneous Provisions ............................................................................... 8
ARTICLE VII - PERSONNEL FILES ......................................................................... 9
   SECTION 7.1: Inspection ....................................................................................... 9
   SECTION 7.2: Employee Additions to Personnel File .............................................. 9
   SECTION 7.3: Personnel Records ........................................................................... 9
ARTICLE VIII - SENIORITY ..................................................................................... 10
   Section 8.1: Probationary Period .......................................................................... 10
   SECTION 8.2: Definition of Seniority .................................................................... 10
SECTION 18.2: Compensation for Career Development ............................................. 26

ARTICLE XIX - TUITION WAIVER ........................................................................... 27

ARTICLE XX - LABOR-MANAGEMENT CONFERENCES ............................................. 28

Article 20.1 Labor Management Meetings ................................................................. 28

SECTION 20.2 Exclusive of Grievance Procedure ....................................................... 28

SECTION 20.3 Attendance at Labor Management Conferences ................................. 28

ARTICLE XXI - DRUG AND ALCOHOL POLICY ....................................................... 29

SECTION 21.1 - Statement of Policy ......................................................................... 29

SECTION 21.2 - On Duty Substance Abuse and Alcohol Use Testing ......................... 29

SECTION 21.3 - Refusal to be Tested ..................................................................... 29

SECTION 21.4 - Testing Protocol ........................................................................... 29

SECTION 21.5 – Prohibitions .................................................................................. 29

SECTION 21.6: Right to Grieve ............................................................................... 30

XXII - NO STRIKE .................................................................................................. 31

ARTICLE XXIII - COMPLETE AGREEMENT ............................................................ 32

ARTICLE XXIV – OUTSIDE EMPLOYMENT .............................................................. 33

ARTICLE XXV – STRENGTH AND PHYSICAL FITNESS TESTS .................................... 34

ARTICLE XXVI DURATION ..................................................................................... 35

APPENDIX A ........................................................................................................... 36

MEMORANDUM OF UNDERSTANDING REGARDING INITIAL SALARY SCHEDULE PLACEMENTS OF BARGAINING UNIT MEMBERS FOR THE 2013-2014 FISCAL YEAR 39
PREAMBLE

This Agreement is entered into by and between The College of Lake County, an Illinois educational institution (herein referred to as the “College”) and the Illinois Fraternal Order of Police Labor Council (hereinafter referred to as the “Union”), representing the College’s full-time sworn police officers below the rank of sergeant, all full-time Community Service Officers below the rank of sergeant and police dispatchers.

The term “Police Dispatchers” in this Agreement shall include “Telecommunicators.”

It is the intent and purpose of this Agreement to set forth the parties’ entire agreement with respect to wages, hours, and other conditions of employment set forth herein that will be in effect during the term of this Agreement; to establish certain practices and procedures set forth herein for a fair and orderly way of conducting certain relations between the parties; to prevent interruptions of work and interference with the operations of the College; to encourage and improve efficiency and productivity; and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein. The Union recognizes that this Agreement shall in no way restrict the right and obligation of this governmental body or its elected public officials to perform their duties and obligations as required by law.

In consideration of mutual promises, covenants and Agreement contained herein, the parties hereto, by their duly authorized representatives and/or agents, do mutually covenant and agree as follows:
ARTICLE I - RECOGNITION

The College hereby recognizes the Union as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on any and all matters relating to wages, hours, and all other terms and conditions of employment of all employees in the bargaining unit. The bargaining unit shall include:

All full-time sworn police officers below the rank of sergeant, all full-time Community Service Officers below the rank of sergeant and Police Dispatchers. Excluded from the unit are all other employees employed by the College of Lake County.
ARTICLE II - MANAGEMENT RIGHTS

All of the functions of the management and operation of the College, and the direction of its work force, which are not limited by the express written provisions of this Agreement, applicable laws, or statutes are exclusively vested in and retained by the College, including but not limited to the following:

a. To determine its mission and policies;
b. To determine its budget;
c. To determine the means, methods and places of operation;
d. To decide the work or services to be performed by its employees, as well as the method by which said work or services shall be performed;
e. To determine the number and classifications of positions as well as the qualifications for employment;
f. To hire, assign, evaluate, promote, transfer, train and schedule employees;
g. To manage control, supervise and direct the workforce, including the right to assign work, require and assign overtime, establish work and productivity standards, and determine the operation or services to be conducted by employees;
h. To maintain discipline, order, and efficiency;
i. To discipline or discharge employees;
j. To make and enforce rules, regulations, policies and procedures;
k. To introduce new methods, materials, equipment or facilities;
l. To change or eliminate existing methods, materials, equipment or facilities;
m. To contract out for goods and services;
n. To lay off employees from work;
o. To relieve an employee from assignment without loss of pay, benefits, or other rights under this Agreement;
p. To set standards for services to the public;
q. To determine and administer educational policy;
r. To take all actions necessary to carry out the mission of the College and to safeguard its students, staff and community.
ARTICLE III - NON-DISCRIMINATION

SECTION 3.1: Non-Discrimination

Neither the College nor the Union shall discriminate against any employee covered by this Agreement due to membership and participation, or lack thereof, in the Union. The parties agree that alleged violations of this section shall not be subject to the grievance/arbitration provisions of this Agreement. Nothing in this Section shall be construed as a waiver of any statutory right which a member of the bargaining unit may have under any federal, state, or local law.

SECTION 3.2: Gender

If the masculine pronoun appears, it is understood to be for clerical convenience only and includes the feminine pronoun as well.
ARTICLE IV - SAVINGS

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by a Federal or State Executive Order, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.
ARTICLE V - RIGHT TO REPRESENTATION

Bargaining Unit Employees shall have such rights as set forth in *NLRB v. Weingarten*, 420 U.S. 251 (1975) and Morgan et al, Petitioner, and State of Illinois Department of Management Services, et al 1 PERI(LRP) P2020 (1985) and all subsequent decisions of the Illinois Educational Labor Relations Board defining the right to union representation during an investigatory interview.
ARTICLE VI - GRIEVANCE PROCEDURE

6.A. **Objective**

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

6.B. **Definition**

A grievance is defined as a complaint by an employee, a group of employees, or the Union that there has been a violation, misapplication, or misinterpretation of the terms of this Agreement.

6.C. **Days**

Days shall mean that period of time when the College Human Resources Office is normally open.

6.D. **Time Limits for Filing**

No grievance shall be processed unless it is submitted within ten (10) days after the grievant or union knew or reasonably should have known of the event giving rise to the alleged violation. Time limits may be extended by mutual written agreement. Failure of the Board 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 of any further rights to grieve that specific violation by that grievant.

6.E. **Informal Step**

The Board and the 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 informally. 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 consultations and discussions be held on an informal basis by a Union representative and a representative of the Board.

In such cases, the employee may contact either the Union President or designee to set forth the problem area. Thereupon, the Union representative shall contact either the employee's immediate supervisor or the Chief of Police or his designee.

6.F. **Grievance Steps**

**STEP 1:** An employee covered by this Agreement or the Union shall submit the grievance in writing to the Chief of Police. The Chief shall arrange for a meeting with the grievant and Union representative within ten (10) days of receipt of the written grievance to fully discuss the subject matter thereof. The Chief shall provide a written answer to the employee and Union within ten (10) days after such meeting.
STEP 2: If the grievance is not settled at Step 1 and the grievant or Union desires to appeal, the grievance may be submitted in writing to the Vice President of Administrative Affairs within ten (10) days after the receipt of the Step 1 answer. The Vice President of Administrative Affairs shall arrange for a meeting with the grievant and Union representative within ten (10) days of receipt of the written grievance to discuss the grievance. If no settlement is reached, the Vice President of Administrative Affairs shall give a written answer to the grievant and the Union representative within fifteen (15) days following the meeting.

STEP 3: If the grievance is not settled in accordance with the foregoing procedure, the Union may serve notice of intention to arbitrate within thirty (30) days after receipt of the answer in Step 2, with the Federal Mediation and Conciliation Service (FMCS). The parties shall follow the practices of the FMCS with respect to these procedures.

6.G. Authority of Arbitrator

The arbitrator shall have no rights to alter, amend, modify, nullify, ignore, enlarge, add to, delete, or subtract from, the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted and shall have no authority to make any decision on any other issue not submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with applicable laws and rules and regulations having the force of law. The decision of the arbitrator shall be final and binding on the parties and employees.

6.H. Expense of Arbitration

The fees and expenses of the arbitrator shall be divided equally between the Board and the Union. Each party shall be responsible for compensating its own representatives or witnesses. All other expenses shall be borne by the party incurring them.


Nothing contained in this Article shall prevent the parties from settling an alleged grievance to their mutual satisfaction at any time prior to the issuance of the arbitrator's decision.

Conferences, meetings, and hearings held under this grievance procedure shall be limited to those persons specified in the grievance procedure, witnesses, and resource persons required by either party or representatives for the parties. These meetings shall be scheduled at a time and place mutually agreeable to the Board and the Union. No employee entitled to be present shall suffer loss of pay because of participation in this grievance procedure.
ARTICLE VII - PERSONNEL FILES

SECTION 7.1: Inspection

Upon request of an employee, the Employer shall reasonably permit employees to inspect their personnel files subject to the following:

(A) Such inspection shall occur following receipt of written request to the Chief of Police within seven (7) days following said request;

(B) Such inspection shall occur during regular daytime working hours Monday through Friday in the presence of the Director of Human Resources, or his designee;

(C) The employee shall not be permitted to remove any part of the personnel file from the premises but may obtain copies of any information contained therein upon payment of reasonable photocopying fees. No fee will be charged however for files made available electronically or in a digital format.

SECTION 7.2: Employee Additions to Personnel File

An employee may request, and have included without the necessity of supervisory approval, that certain documents become a permanent part of the personnel file. Such documents shall include, but not be limited to, certificates of special training, letters of commendation, documentation of accomplishment, or other material that would be favorable to the employee.

SECTION 7.3: Personnel Records

The College will maintain one personnel file in Human Resources.
ARTICLE VIII - SENIORITY

Section 8.1: Probationary Period

All newly-hired bargaining unit members will be considered probationary employees until they successfully complete a probationary period as follows:

-- Sworn Officers – 18 months after the successful completion of basic training;
-- All other employees – 12 months after hire.

During the probationary period, an employee is subject to discipline and discharge, without reason or cause, and such actions are not subject to the grievance procedures.

After completion of the probationary period, an employee may be subject to discipline more serious than a written reprimand, only for just cause.

SECTION 8.2: Definition of Seniority

For layoff purposes and for all other departmental purposes, the term "seniority" shall refer to and be defined as the length of full time service or employment by the College in rank, after the employee successfully completes his probationary period.

SECTION 8.3: Termination of Seniority

An employee shall be terminated by the College and their seniority broken when he:

(A) quits; or

(B) is discharged for just cause; or

(C) is laid off for a period of more than eighteen months (18) months, except that seniority shall not continue to accrue during the period of such layoff; or

(D) retires; or

(E) is laid off and fails to report for work after the established date for the employee's return to work.

SECTION 8.4: Layoffs

If the College determines that a reduction in force is necessary, resulting in a decrease in the number of employees covered by this agreement, the reduction shall be accomplished in inverse seniority order by employee classification.

If the College determines to fill the affected positions within eighteen (18) months of the date of the reduction in force, these positions shall first be offered in seniority order in rank or employee classification to those employees who were laid off from the positions. Employees shall retain recall rights eighteen (18) months after the date of the layoff from a full-time represented position. A written notice of recall shall be sent to the Employee via U.S. mail to the Employee's address on file with the College. Delivery of the notice shall be presumed to occur three (3)
days after placement of the notice in the mail by the College. The Employee shall have 10 days from the presumed delivery of the notice, that is thirteen (13) days from the date of mailing, to respond in writing to the notice and accept the offer of reinstatement and to report to work. An Employee who fails to respond and report within the required period shall lose all rights to reinstatement.
ARTICLE IX - UNION RIGHTS

SECTION 9.1: Union Negotiating Team

One (1) employee designated as being on the Union negotiating team who is scheduled to work on a day on which negotiations will occur shall be excused from their regular duties without loss of pay for the duration of the negotiations session for the purpose of attending the session. If a designated Union negotiating team member is in regular day-off status on the day of negotiations, he will not be compensated for attending the session.

SECTION 9.2: Bulletin Boards and Distribution of Materials

The College shall provide bulletin board space which is accessible to bargaining unit employees, at the Grayslake, Southlake, and Lakeshore campuses, for use by the Union for the posting of its materials. The Union may distribute a reasonable amount of materials to bargaining unit members through the College's regular distribution system, provided such does not interfere with the operation of the College, and provided the Union shall pay any fees or other charges required by the United States Postal Service. The Union may continue to use the mail trays in the police department office area as long as no distribution shall occur unless a non-unit supervisor is present during such distribution.

The parties may agree to a virtual bulletin board accessible at every work location.

SECTION 9.3: Use of Equipment and Supplies

Employees shall have the right to use College photocopying equipment and supplies for Union purposes, provided that such equipment is used by a person qualified to do so, and that the use of supplies is not abused. The Union shall reimburse the College for the reasonable cost of use of supplies. Such use shall not occur on the employee's work time and shall not interfere with the regular College program.

SECTION 9.4: College Policies

The College shall provide a copy of its official policies, rules, regulations, and handbooks, and all subsequent changes to the Union President or designee at such time they become available. Nothing in this section shall be construed to limit the Union's right to other information to which it is entitled.
ARTICLE X - LEAVES OF ABSENCE

SECTION 10.1: Military Leave

Military leave and re-employment rights will conform with state and/or federal requirements. The employee must present written evidence of induction, call to training, active duty for reserve or national guard status to the Chief of Police as soon as practical after receiving notification.

SECTION 10.2: Paid Health Leave

Full-time employees shall be granted eight (8) hours health leave per month, provided health leave taken within the last thirty (30) calendar days of an employee's employment shall not be compensated except as expressly authorized by the College President or designee in his/her sole discretion and without precedent. Health leave shall accrue to the maximum established by the College. Such accrued health leave shall not be compensable in any form upon termination of employment.

Health leave is intended for medical and dental appointments and for those times when the employee is prevented by injury or illness from meeting work obligations. The College may request verification of an illness by the employee's physician whenever:

1. An employee has missed three (3) or more consecutive days of work;

2. An employee has had more than five (5) unverified illness incidents within the past twelve (12) months (but health leave of two (2) hours or less taken for medical or dental appointments shall not count as an illness incident); or

3. Whenever the College has cause to believe the employee may not actually have been sick.

The College may, in addition to, or instead of, a doctor's certificate, request an affidavit from the employee to verify an illness. If it so chooses to verify an illness or to ensure the employee has sufficiently recovered to return to work, the College may have the employee examined by a physician selected and compensated by the College.

Employees shall call their supervisor or designee promptly upon determining that illness will prevent them from performing their regularly assigned duties and, whenever practical, two (2) hours or longer in advance of the employee's start time. If possible, the employee shall notify the supervisor or designee by the end of the first day of illness indicating when the employee will be able to report again for duty. An employee must use vacation leave as health leave if the employee has exhausted his or her health leave.

During the time an employee is authorized to be absent from work on health leave, all applicable fringe benefits shall continue to accrue and be in full force as long as the employee continues in pay status.

Employees starting on or before the fifteenth day of the month shall be considered as having a starting date of the first of the month for the purpose of health leave accumulation. Those starting on the sixteenth day or later shall be considered as having a starting day of the first day of the following month.
Employees receiving worker's compensation benefits for three (3) consecutive days or longer shall use accumulated health leave in order to receive their regular salary and flexible benefits from the College. For each day health leave has been assessed to supplement worker's compensation benefits, the employee will have one-third of a day of health leave deducted from his or her accumulated totals.

SECTION 10.3: Family and Medical Leave

If an employee is eligible for and requests a Family and Medical leave and it is granted by the College, the employee must concurrently use sick time, vacation time, personal days, discretionary days and compensatory time to the extent it is available to cover the leave time.

SECTION 10.4: Jury Duty

An employee who is required to report for jury duty shall be excused from work without loss of pay for days which he is required to report or serve. Such employee shall turn over jury duty pay to the College and receive their normal salary for the period of jury duty. An employee shall submit a copy of his jury duty notice to the Supervisor as soon as practical after receiving it.

SECTION 10.5: Personal Leave

Each employee shall be allowed sixteen (16) hours of paid personal leave per fiscal year subject to and with the prior approval of an employee's immediate supervisor. Unused personal leave shall convert to accumulated health leave at the end of the fiscal year.

SECTION 10.6: Special Emergency Leave

The Director of Human Resources or designee may approve use of special emergency leave with pay to permit an employee to cope with emergencies. Employees may be required to provide appropriate documentation or verification of the emergency when such documentation is reasonable and practical. In the event such reasonable and practical documentation is required but not provided, the absence may be treated as an unverified absence incident. Emergencies are defined as unforeseeable illnesses or injuries to members of the employee's family, severe weather conditions, legal transactions, accidents, funerals and home emergencies such as flooding or frozen pipes. Such approved absences, in excess of twenty-four (24) hours per year, shall be chargeable against accumulated health leave. Such shall be non-precedential and in the sole discretion of the supervisor. If an employee does not request the use of all special emergency days in a given year, any unused emergency leave hours to a maximum of twenty-four (24) hours shall be converted to accumulated health leave at the beginning of the new fiscal year.

SECTION 10.7: Permanent Disability

For the life of the Agreement, employees shall be eligible for Permanent Disability benefits in accordance with the College's policy in effect as of April 7, 2014.

SECTION 10.8: Employee Assistance Program

For the life of the Agreement, employees shall be eligible to participate in the College's Employee Assistance Program according to the policies of the College in effect as of April 7, 2014.
ARTICLE XI - INSURANCE

SECTION 11.1: Health and Dental Insurance

For employees who elect and take single coverage, the Board shall pay the premiums for single coverage under a group major medical and dental insurance policy maintained by the College.

SECTION 11.2: Life Insurance and Accidental Death and Dismemberment

The Board shall provide a group term life insurance policy in an amount equal to the employee’s annual salary rounded to the nearest thousand dollars, including an equal amount of coverage for accidental death and dismemberment insurance.

SECTION 11.3: Flex Plan

The College shall provide a flexible spending plan to employees in accordance with Section 125 of the Internal Revenue Code. The administrative costs shall be paid by the College.

SECTION 11.4: Single Plus One or Family Coverage/Cash Option

Employees hired after July 1, 2007, will be able to elect between the following two options:

The Board will pay insurance premiums for coverages as follows:

1. For employees who elect and take PPO insurance coverage, the Board will pay eighty-five percent (85%) of the premium for family PPO or one hundred percent (100%) of the employee plus spouse or employee plus child(ren) PPO coverage under the College’s PPO Plan.

2. For employees who elect and take PPO Network Only coverage, the Board will pay one hundred percent (100%) of the premium for family, employee plus spouse or employee plus child(ren) PPO network only coverage under the College’s Plan.

Instead of receiving the benefits set out in sections 1 or 2 above, employees hired on or before July 1, 2007 may elect to receive a flexible benefit compensation cash payment of $9,190 to be earned and paid out pro rata throughout the fiscal year. Eligible employees who elect this cash payment and who wish to obtain employee plus one or family coverages, will pay the entire employee plus spouse, employee plus child(ren) or family premium using this flexible cash allocation, and also pay any additional amount over $9,190 through a pro-rated payroll deduction. If the cost of the premium is less than $9,190, the employee keeps the balance of the $9,190 flexible allocation as additional cash compensation, received on a pro-rated paycheck basis.

Employees, who as of July 26, 2012, are taking the insurance benefits described in sections 1 or 2 above, may not elect to take the flexible cash allocation. Employees who are taking the flexible case allocation as of July 26, 2012 will have the opportunity to switch and to elect to take the insurance benefits described in section 1 or 2 above.
An employee eligible to receive the flexible benefit compensation cash payment who elects not to receive the cash payment but instead takes the coverages and benefits under sections 1 and 2 above may not thereafter elect to take the cash benefit.

Employees will be able to make their elections annually.

**SECTION 11.5 Retiree Medical Insurance Reimbursement**

For the life of this agreement, employees shall be eligible to participate in and to receive the benefits of College Policy 925 "Retiree Medical Insurance Reimbursement" in effect on April 16, 2013.
ARTICLE XII - VACATIONS

SECTION 12.1: Vacation Entitlement

Employees shall be granted vacations with pay in accordance with the following provisions:

1. Eligibility: Full-time employees shall earn vacation on a monthly basis from the starting date of employment. Part-time employees earn and accrue vacation on a pro rata basis. Employees may elect to use accumulated vacation leave after they have completed three (3) months of employment with the College.

2. Vacation Year: The employee's vacation year shall consist of time from the employee's starting date to his anniversary date one (1) year later.

3. Length of Vacation: Employees shall earn vacation leave in accordance with the following schedule:

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<th>Number of Vacation Hours Per Year</th>
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<td>16th year</td>
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</tr>
<tr>
<td>Thereafter</td>
<td>13.34 Hours per Month</td>
<td>160 Hours</td>
</tr>
</tbody>
</table>

4. Use of Vacation Leave:

   a. No more than two hundred (200) hours of vacation leave may be carried forward beyond the end of the following vacation year unless specifically approved, in advance by the Chief of Police (or designee) and the Director of Human Resources. Such approvals may be granted when the flow of work prevents an employee from otherwise taking his or her vacation during the course of a year. Such approvals shall be non-precedential.

   b. Unused vacation leave shall be paid upon separation at the salary rate being paid immediately prior to separation. This provision shall not apply to persons employed less than three (3) consecutive months.
c. Vacations shall be staggered to ensure a reasonable staff level. Time preference shall be based on seniority when, in the discretion of the Chief of Police, it is practical. Requests for vacations at a certain period in time shall not be unreasonably denied.

d. Vacation leave shall be approved by the Chief of Police and verified by the Director of Human Resources.

e. Vacation leave may be taken in increments of one (1) hour.

SECTION 12.2: Vacation Scheduling

Vacations shall be scheduled, insofar as practicable, at times desired by each employee with preference being given to an employee’s seniority. It is expressly understood that, the final right to designate vacation periods and the maximum number of employee(s) who may be on vacation at any time is exclusively reserved by the Chief of Police in order to insure the orderly performance of the services provided by the College, and such approval shall not be unreasonably denied.
ARTICLE XIII - CLOTHING ALLOWANCE

1. Upon hire, the College will supply each employee with the basic uniform clothing allotment and necessary equipment and will supply other employees with replacement uniform clothing and necessary equipment when needed, as determined and approved by the Chief of Police, using a quartermaster system, in an amount not exceeding five-hundred dollars ($500) in a fiscal year. [See basic uniform clothing allotment listed below.] Specialty equipment will be provided or made available to bargaining unit members based on the nature of their assignments.

2. The College will provide each patrol officer and CSO with a bulletproof vest, level 3, and will replace the vest as recommended by the manufacturer at no cost to the employee. Officers will wear uniforms and bullet-proof vests at all times while on duty unless otherwise permitted by the Chief of Police.

3. A uniform committee comprised of one employee appointed by the Union from each job classification and the Chief of Police or designee will recommend to the College appropriate uniform attire necessary to do the job.

4. For a period of one year from the date of this Agreement, the College will determine through inspections and discussions with the staff what additional clothing current employees need and see to it that each bargaining unit member has a full complement of uniform clothing. In this one-year period, the College will pay for uniform clothing needed to bring each employee’s uniform clothing allotment up to standard.

5. After the initial one-year period, bargaining unit members will replace uniform clothing and necessary equipment through the quartermaster system set forth in the first paragraph above, except that, uniform clothing and/or equipment which is damaged in the line of duty will not be subject to the $500 annual limit. Personal property, damaged in the line of duty, will be replaced or repaired by the College.

6. All equipment issued by the College and uniform clothing, including any insignias, badges and patches, must be returned to the College upon separation from employment.

7. The basic clothing allowance shall be:

   Ball cap (1)
   Short-sleeved shirt (5)
   Long sleeved shirt (5)
   Pants (5)
   Belt (1)
   Shoes (1 pair)
   Tie (2)
   Light jacket
   3-in-one coat
ARTICLE XIV - HOLIDAYS

Each full-time, employee shall receive holiday pay for each of the following holidays on the days designated by the College for these holidays to be observed:

- New Year's Day (January 1)
- Martin Luther King's Birthday
- Memorial Day
- Independence Day (July 4)
- Labor Day
- Thanksgiving Day
- Thanksgiving Friday
- Christmas Eve (December 24)
- Christmas Day (December 25)
- New Year's Eve (December 31)

Three (3) other special holidays shall be granted by the College on an annual basis. In addition, each employee shall be entitled to select two (2) discretionary holidays so that the employees may observe religious and/or cultural holidays and personal celebrations. The employee's choice of a discretionary day shall be subject to prior approval by the appropriate supervisor.

Other days may be declared by the College to be special holidays for a given year if they are recognized holidays in the official academic calendar for that year.

Any holiday falling within a period of an employee's vacation leave shall be considered holiday leave and shall not be deducted from the employee's vacation.

Employees who work on a day on which the College is officially closed shall receive 1.5 times their regular rate of pay for all hours worked. Employees who are regularly scheduled off on a holiday shall receive the holiday pay or a floating holiday at the employee's option.

When Independence Day (July 4) falls on an employee's regularly scheduled day off of a four (4) day work week, or on a Saturday or Sunday, each bargaining unit employee shall be granted a 'floating holiday' to be taken during the period in the summer that the College is on a four (4) day work week. An employee's request to use the 'floating holiday' is subject to the prior approval of the employee's supervisor.

Employees may request either the day preceding or following the 4th of July holiday as their floating holiday, but the parties acknowledge that the College needs to maintain its normal and customary shifts when the College is open or classes are in session. Requests to use the floating holiday will be granted on a first-come, first-served basis and a list for this purpose will be posted no later than April 1 of each year.
ARTICLE XV - HOURS OF WORK AND OVERTIME

SECTION 15.1: Intent of Article

This Article is intended to define the normal hours of work and to provide the basis for the calculation of overtime. It is not intended to be a guarantee of hours of work per day or work period, nor is it intended to establish a right to pay for time not worked except as specifically provided for in this Agreement.

Section 15.2: Work Week and Hours of Work

The regular work week shall be forty (40) hours for five (5) consecutive days for full-time employees, provided during the summer the regular work week may be of different parameters, as provided below. Shifts four (4) hours or longer will contain a thirty (30) minute paid meal break.

Upon approval of the Chief, employees will be allowed to trade shift assignments on a shift by shift basis after jointly submitting a written request to the Chief. Such shift trades will not create additional OT for the College. Patrol Officers and Community Service Officers shall be limited to two shift trades per pay period.

Telecommunicators shall be allowed to work alternate schedules by mutual agreement with the Chief.

SECTION 15.3: Overtime

Employees will be paid at the rate of one and one-half (1 1/2) times their regular hourly rate of pay for any work performed in excess of forty (40) hours actually worked in the employee's regular work week. Paid time off will count as "hours actually worked" in calculating overtime.

SECTION 15.4: No Pyramiding

There shall be no pyramiding of overtime for the same hours worked and compensation shall not be paid more than once to the same employee for the same hours under any provision of this Agreement.

SECTION 15.5: Court

Employees who are required by the College to be in court while off duty shall be paid for a minimum of two (2) hours at the applicable hourly rate under this Agreement and count toward overtime as "hours actually worked." Court time hours may be taken as compensatory time subject to the provisions of this Agreement.

SECTION 15.6: Compensatory Time

An employee may, at his/her option, earn compensatory time in lieu of pay for overtime, up to a total of two hundred eighty (280) hours. Overtime shall be banked at the rate of one and one-half (1-1/2) hours of compensatory time off for each overtime hour. Requests to use compensatory time shall not be unreasonably denied.

SECTION 15.7: Summer Work Schedule
The Union shall have input into the decision of the Board whether or not to adopt a four (4) day work week for the summer term.

If the Board shall elect to adopt a four (4) day work week, the Union shall be so advised at least thirty (30) calendar days in advance, and upon a timely demand to bargain the parties shall promptly meet to impact bargain the parameters.

Section 15.8: Assignment of Overtime

The employer will make reasonable attempts to fill overtime assignments on a voluntary basis and in seniority order before ordering back an employee. Overtime first shall be offered by seniority to employees working the shift immediately preceding the overtime work. If the overtime assignment is not filled, then it shall be offered to other employees in seniority order. An employee shall be permitted to accept the first half of a shift offered. However, an employee volunteering to work the entire shift shall take precedence.

If no other eligible Police Department personnel are available to work overtime, the College may force back an employee, the selection to be done in inverse seniority order, except that the force back shall not create a situation where the employee works overtime on successive days.

SECTION 15.9: Shift Assignments

The Union shall have the opportunity to provide input to the Chief of Police on the selection of shifts, but shift assignments shall be made in the sole discretion of the Chief of Police or his designee.
ARTICLE XVI - SALARIES

SECTION 16.1: Salary Schedules

Employees will be paid in accordance with the Salary Schedules attached hereto as Appendix A.

Employees will be placed on the Salary Schedule per the Memorandum of Understanding attached to this Agreement.

New employees may be hired up to step 5 on the schedule at the discretion of the employer. When starting a new employee in any step higher that the first step of the salary schedule (“Start”), the employer will notify the union of its decision.

Subsequent to placement in the salary schedule, on each July 1, the beginning of the fiscal year, each employee will move to the next step on the salary schedule with the exception of new employees hired between April 1 and June 30 of the previous fiscal year who will remain at their initial step until the following July 1.

SECTION 16.2: Training Officers

Certified Field Training Officers (FTO’s) and Communication Training Officers (CTO’s) (need not be certified) designated by the Chief of Police will be paid an additional two (2) hours at their regular rate of pay (not countable toward overtime) for all shifts or portions thereof spent performing these duties.

SECTION 16.3: Officer in Charge

An Officer in Charge (OIC) shall be appointed for all shifts when no sergeant or higher ranking police personnel are present. OIC’s shall receive an additional two (2) hours pay (at straight time) for all shifts or portions thereof spent performing these duties.

SECTION 16.4: Training

In addition to any training necessary to maintain required certifications, all employees shall undergo a minimum of professional training per year as determined by the Chief of Police.

SECTION 16.5: Shift Differential

A shift differential of $0.65 per hour will be added to the base rate for second-shift employees. A shift differential of $0.85 per hour will be added to the base rate of third-shift employees. An employee who voluntarily exchanges shifts with another employee will not be paid the shift differential, but will be paid at his or her regular rate.
ARTICLE XVII - DUES DEDUCTION

SECTION 17.1: Dues Deduction

Upon receipt of a written and signed authorization form from an employee, the Employer shall deduct the amount of Union dues and initiation fee, if any, set forth in such form and any authorized increases therein, and shall remit such deductions monthly to the Illinois Fraternal Order of Police Labor Council at the address designated by the Union in accordance with the laws of the State of Illinois. Deductions will be made from an employee’s regular paycheck on a bi-weekly basis. Revocation of dues deduction must be in writing to the employer or union to be effective. The Union shall advise the Employer of any increase in dues, in writing, at least thirty (30) days prior to its effective date.

SECTION 17.2: Fair Share

Any bargaining unit member who is not in good standing shall be required to pay a Fair Share (not to exceed the amount of the Union member’s share) of the cost of the collective bargaining process and contract administration, as certified by the Union to the College. The College shall deduct from the employee’s wages the required Fair Share fee, including any past due amount, and shall submit same to the FOP Labor Council.

SECTION 17.3: Fair Share Objections

The Labor Council agrees to assume complete responsibility for ensuring full compliance with the requirements laid down by the United States Supreme Court in Chicago Teachers Union v. Hudson, 106 U.S. 1066 (1986), with respect to the constitutional rights of fair share fee payers. Accordingly, the Labor Council agrees to do the following:

A. Give timely notice to fair share fee payers of the amount of the fee and an explanation of the basis for the fee, including the major categories of expenses, as well as verification of same by an independent auditor.

B. Advise fair share fee payers of an expeditious and impartial decision-making process whereby fair share fee payers can object to the amount of the fair share fee. The procedure established by the Illinois Educational Labor Relations Board is hereby declared to be the procedure for resolution of fair share fee objections. To the extent possible, objections shall be consolidated for the purposes of hearing.

C. Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by fair share fee payers to the amount of the fair share fee.

It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Labor Council with respect to fair share fee payers as set forth above shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Non-members who object to this fair share fee based upon bona-fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Labor Council. If the affected non-member and the Union Labor Council are unable to reach agreement on the organization, the
organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois Educational Labor Relations Board and the payment shall be made to said organization.

SECTION 17.4: Labor Council Indemnification

The Labor Council hereby indemnifies and agrees to hold the College 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 Employer for the purpose of complying with the provisions of this Article.
ARTICLE XVIII - GENERAL PROVISIONS

SECTION 18.1: Line-of-Duty Death Acknowledgement

Officers killed in the line-of-duty shall have their duty badge issued to their surviving family and an exact duplicate shall be displayed in public. No officer shall be allowed or permitted to use the same badge number unless he/she is a surviving family member to the deceased officer.

SECTION 18.2: Compensation for Career Development

For the life of this Agreement, employees shall be eligible to participate in and to receive the benefits of College Policy 961, "Compensation for Career Development" in effect on April 16, 2013.
ARTICLE XIX - TUITION WAIVER

Each full-time employee, the employee's spouse/partner in a civil union under Illinois law and/or dependent children twenty-three (23) years of age or younger shall be eligible to enroll tuition free in qualified credit courses offered by the College. Qualified credit courses shall be defined as credit courses offered by the College that are not contracted out through a third party. This benefit does not include a waiver of any fees such as the required student activity, laboratory or registration fees or other supplemental fees required for course(s). The tuition waiver benefit shall be limited to thirty-six (36) credit hours per individual per twelve (12) month period commencing with the fall semester.

Employees shall be allowed, with the approval of the Chief of Police, to attend classes during their working hours, but the time shall be made up. One class per semester, or the equivalent of three (3) one-credit hour courses, shall be the limit for an employee to attend during working hours.
ARTICLE XX - LABOR-MANAGEMENT CONFERENCES

Article 20.1 Labor Management Meetings

The Labor-Management Committee shall meet as may be mutually agreed, except that if a Labor Committee has not met for a period of more than ninety (90) days, it will meet within a reasonable period after either party requests. The Committee shall consist of College administrators/supervisors and Union appointed representatives. The Chief of Police and the Union Representative will be regular participants and the Vice President for Administrative Affairs and the Director of Human Resources shall make a good faith effort to attend and participate in these meetings. The Labor-Management Committee is to discuss labor-management concerns and make reasonable efforts to investigate and rectify these concerns.

SECTION 20.2 Exclusive of Grievance Procedure

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

SECTION 20.3 Attendance at Labor Management Conferences

When absence from work is required to attend "labor-management conferences", Union members shall, before leaving their work station, give reasonable notice to and receive approval from, their supervisor in order to remain in pay status. Attendance by unit members at labor-management conferences shall be limited to no more than one (1) on duty employee. Employee travel expenses associated with "labor-management conferences" shall be the responsibility of the employee.
ARTICLE XXI - DRUG AND ALCOHOL POLICY

SECTION 21.1 - Statement of Policy

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

SECTION 21.2 - On Duty Substance Abuse and Alcohol Use Testing

The College shall have the right to order urine and/or blood tests on any officer who, by his/her actions or conduct, creates a reasonable suspicion of substance abuse or being under the influence of alcohol or drugs while on duty. If the results are positive, the officer shall be subject to discipline.

SECTION 21.3 - Refusal to be Tested

Refusal to take the test shall be considered to be the equivalent of a positive test result for disciplinary purposes and will subject an officer to discipline up to and including termination. An employee who refuses to take a urine or blood test after being ordered to do so, may be charged with insubordination.

SECTION 21.4 - Testing Protocol

A. All tests shall be administered by a medical center facility licensed by the State of Illinois and selected by, but not associated with, the College. Drug testing will be conducted by a Substance Abuse and Mental Health Services Agency [SAMSHA] certified laboratory.

B. Test samples will be split. In the event test results indicate an officer has abused a controlled substance, the officer shall have the right to request an additional test of the second sample within twenty-four (24) hours at the College's expense at the same or another facility. If the second test results are negative, the first test results shall be deemed negative.

SECTION 21.5 - Prohibitions

Employees shall be prohibited from (but not limited to) the following:

A. Being under the influence of alcohol or illegal drugs during the course of the workday.

B. Failing to report to the Human Resource Department any known adverse side effects of medication or prescription drugs which they are taking.

C. Nothing in this section shall diminish the College's right to prohibit the consumption of alcohol or being intoxicated while on duty and discipline any officer for violations of said prohibition.
SECTION 21.6: Right to Grieve

The Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement contesting the basis for the order to submit to the tests, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results, or any other alleged violation of this Agreement. Any such challenges arising from the same test shall be consolidated into a single grievance.
XXII - NO STRIKE

For the duration of the Agreement, neither the Council nor any officers, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies or work to the rule situation, mass absenteeism, or any other intentional interruption or disruption of the operations of the Employer, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Employer. Each employee who holds the position of officer or steward of the Council occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article the Council agrees to inform its members of their obligations under this Agreement and to direct them to return to work.
ARTICLE XXIII - COMPLETE 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 matter or subject not removed by law or by specific agreement of the parties from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right are set forth in this Agreement. Therefore, except by mutual agreement, the Board and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives any right to bargain over any issue which was known or should have been known when the Agreement was negotiated and executed. The parties agree that they shall not be obligated to bargain collectively during the term of this Agreement with respect to any subject or matter referred to or covered in this Agreement.
ARTICLE XXIV – OUTSIDE EMPLOYMENT

Prior to an employee or officer holding secondary employment, the employee or officer shall notify the Chief of Police or his designee, in writing, of the place of employment, address, phone number, supervisor’s name, and hours of employment. All secondary employment is subject to approval by the Chief of Police and employees and officers must obtain the written permission of the Chief of Police to engage in secondary employment. Employees and officers who have received permission to hold secondary employment may not, under any circumstances, use College issued uniforms or equipment in their other jobs or hold themselves out as College employees.

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

A. Where the employer’s uniform, badge, LEADS line, vehicle or equipment is utilized.

B. Where the hours worked cause the Employee such fatigue that he/she is unable to properly perform his/her job duties.

C. Where a conflict of interest with his/her job duties for the Employer is created.

D. Where the type of secondary employment is prohibited by law, or, in the discretion of the Chief of Police, negatively reflects on the Employer.
ARTICLE XXV – STRENGTH AND PHYSICAL FITNESS TESTS

Physical fitness is a bona fide occupational qualification ("BFOQ") and the parties acknowledge that officers must be physically fit in order to carry out the responsibilities and obligations of their jobs.

At least once every two years employees will be given an opportunity to pass a physical fitness test to be developed and adopted by the Chief of Police. The fitness testing program is voluntary and incentive-based. Employees who, in the judgment of the Chief of Police, meet or exceed the basic standards of fitness established by the Department will receive a one-time, non-recurring award of $250.00.
ARTICLE XXVI - DURATION

The salary schedules of this Agreement will be in effect from July 1, 2013 through June 30, 2016. The other terms of this Agreement will be in effect from the date it is executed by both parties through June 30, 2016.

In witness thereof:
Board of Trustees:

Chairperson, College of Lake County

Illinois FOP Labor Council

[Signatures]

[Date]

Illinois FOP Labor Council
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Officer Conley will receive a 3% increase in each year of the Agreement beginning 7/1/13.
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Lead Community Service Officers will receive a 15% premium in addition to their regular base pay.
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MEMORANDUM OF UNDERSTANDING
REGARDING INITIAL SALARY SCHEDULE PLACEMENTS
OF BARGAINING UNIT MEMBERS FOR
THE 2013-2014 FISCAL YEAR

The College and the Union agree to the following step placements for the 2013-2014 Fiscal Year:

### Police Officers

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<td>Sheffler</td>
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<td>After 1 Year</td>
</tr>
<tr>
<td>Cruz</td>
<td>Police Officer</td>
<td>After 3 Years</td>
</tr>
<tr>
<td>Dalbiak</td>
<td>Police Officer</td>
<td>After 3 Years</td>
</tr>
<tr>
<td>Fujara</td>
<td>Police Officer</td>
<td>After 3 Years</td>
</tr>
<tr>
<td>Martinez</td>
<td>Police Officer</td>
<td>After 5 Years</td>
</tr>
<tr>
<td>Roberts</td>
<td>Police Officer</td>
<td>After 5 Years</td>
</tr>
<tr>
<td>Soucy</td>
<td>Police Officer</td>
<td>After 7 Years</td>
</tr>
<tr>
<td>Santiago</td>
<td>Police Officer</td>
<td>After 7 Years</td>
</tr>
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### Community Service Officers

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Step Placement for FY14</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pajurek</td>
<td>CSO</td>
<td>Start</td>
</tr>
<tr>
<td>Kruger</td>
<td>CSO</td>
<td>After 1 Year</td>
</tr>
<tr>
<td>Muhammad</td>
<td>CSO</td>
<td>After 1 Year</td>
</tr>
<tr>
<td>Schultz</td>
<td>CSO</td>
<td>After 1 Year</td>
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### Telecommunicators

<table>
<thead>
<tr>
<th>Name</th>
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</tr>
</thead>
<tbody>
<tr>
<td>VanDien</td>
<td>Telecommunicator</td>
<td>After 3 Years</td>
</tr>
<tr>
<td>Gorski-Eichert</td>
<td>Telecommunicator</td>
<td>After 4 Years</td>
</tr>
</tbody>
</table>

For the College: ____________  
For the Union: ____________  
Date: 7/7/14  
Date: 6/26/14