

AGREEMENT

Between The

**Board of Trustees
of Community College District No. 508,
County of Cook, State of Illinois,**

and

**the City Colleges Police Officers Association,
a Chapter of the Cook County College Teachers
Union, Local 1600
AFT, AFL-CIO, Chicago, Illinois**

January 1, 2018 through December 31, 2020

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PREAMBLE

This Agreement is entered into by and between the Board of Trustees of Community College District No. 508, County of Cook, State of Illinois, hereinafter referred to as the “Board” and the City Colleges Police Officer Association (CCPOA), a chapter of the Cook County College Teachers Union, Local 1600, IFT/AFT, AFL-CIO, hereinafter referred to as the “Union,” as the exclusive collective bargaining agent for Security Officers and Security Assistants (formerly known as “Security Aides”) in the bargaining unit as defined Article I.

PURPOSE

It is the purpose of this Agreement to set forth the terms and conditions of employment for covered employees and to promote harmonious relations between the Board and its employees, to establish means to minimize and provide for the resolution of disputes and to provide equitable treatment of the covered employees.

Therefore, the following Agreement is entered into.

ARTICLE I - UNION RECOGNITION AND DEFINITIONS

A. Recognition.

The Board of Trustees of Community College District No. 508, County of Cook, State of Illinois, recognizes the City Colleges Police Officers Association (CCPOA); a chapter of the Cook County College Teachers Union, Local 1600, IFT/AFT, AFL-CIO, as the exclusive bargaining representative for all Security Officers, Security Assistants (formerly known as “Security Aides”), Leads, and Security Secretaries, excluding Chief of Security, Security Directors, Assistant Security Directors, Security Liaisons, Supervisors, Confidential Employees, Managerial Employees and Students, and all of the employees excluded under the Illinois Educational Labor Relations Act (hereinafter referred to as the “IELRA”) in matters regarding salaries, fringe benefits, and working conditions.

B. Definitions.

1. The term “Colleges” refers collectively to all educational facilities or academic locations of the Board, and the administrative offices thereof.
2. The term “College” refers to any single educational facility or academic location of the Colleges. Academic locations or educational facilities which are geographically separate from, but are under the administrative control of a College, shall be considered a part of the College.
3. The term “Union Representative” as used in the Agreement means any elected or appointed representative of the Union.
4. The term “Union Chapter Chairperson” refers to the elected head of a Union Chapter or his designee from that Chapter.

5. The term “Union Chapter” refers to the organization of Union members at a College.
6. Whenever the masculine is used in this Agreement, it shall include the feminine.
7. The term “Bargaining Unit Member” or “security employee” as used in this Agreement refers collectively to all Security Lead Officers, Security Officers, Security Assistants and Security Secretaries. The following definitions shall apply to each job position:
 - a. Security Lead Officer – A Security Officer or Security Assistant assigned to perform leadership duties on a shift.
 - b. Security Officer – A security employee who is either an active or retired sworn officer, who retired in good standing, with a law enforcement or corrections agency.
 - c. Security Assistant – A civilian security employee with a Permanent Employee Registration Card (PERC) from the Illinois Department of Financial & Professional Regulation. The PERC is only required for new hires.
 - d. Security Secretary – A Security Officer or Lead Security Officer assigned to clerical and administrative tasks to support security employees.
8. The term “work site” refers to a main campus of a college or to any educational facility of City Colleges that is not geographically situated on a college’s main campus.

ARTICLE II - UNION-BOARD RELATIONS

A. Union Membership and Non-Discrimination.

Membership in the Union shall not be a condition of employment for any bargaining unit member. The Board shall not discriminate in hiring, seniority or continuity of employment or in promotional opportunities or otherwise because of any employee’s membership or lawful organizational activities in the Union or refusal to join any such organization or to participate in any such activities.

B. Rights and Benefits of Bargaining Unit Members.

All bargaining unit members shall be given a copy of the current Collective Bargaining Agreement and be made aware of the existence of Board Rules and, upon request, be given a copy of current Board Rules.

The Board and the Union shall share equally the cost of printing 1,500 copies of this Agreement. Two hundred (200) of these copies shall be given to the Board. The Board and Union shall each review an identical copy of the proposed agreed upon Collective Bargaining Agreement prior to it being printed. The Union shall distribute copies of this

Agreement to all bargaining unit members and shall be responsible for the distribution of replacement copies.

The Board's Human Resources Department shall mail a list of all new and terminated bargaining unit employees to the Union President on a quarterly basis.

C. Union-Administration Meetings.

The Board and the Union encourage and favor periodic meetings between the President or his designee and Union representatives at the respective College to discuss mutual problems not concerned with specific grievances but with the overall relationship between the parties to this Agreement. At least one of these meetings shall be held each semester for the purpose of promoting better understanding of the Agreement. Such meetings shall be arranged at the mutual convenience of the Board and Union representatives concerned. The President or his designee of each College and the Union shall meet with seven (7) school days notice at the request of either party to consult on mutual problems relating to this Agreement.

D. Information to the Union.

The Board shall make available to the Union any and all public information, statistics, and records which are relevant to negotiations, or necessary for the processing of a grievance, or the enforcement of the terms of this Agreement, to the extent to which such material is readily available or is reasonably obtainable. Such material shall be provided to the Union within a reasonable time, ordinarily not more than ten (10) school days, following a written request by the Union President or his designee.

Furthermore, the Operations Manual, as it exists at the time of signing this Agreement, and all amendments to it during the life of this Agreement shall be furnished to the Union at the time of distribution.

E. Union Representative.

The Union shall designate a Union Representative and an alternate at each College and notify the College President in writing of such selection or replacement.

F. Board Authority.

The Union recognizes that the Board retains full authority to carry out the powers and duties granted to it by the Public Community College Act and other applicable laws.

G. Precedence of Agreement.

In the event of conflict or inconsistency between the Rules and Regulations of the Board and the terms of this Agreement, the latter shall be controlling. This provision shall not be interpreted as a waiver or modification of any rights that the Board has under the 1995 Amendatory Act to the Illinois Education Labor Relations Act.

H. Forms.

The Board shall endeavor to provide the Union with copies of all forms which directly affect terms and conditions of employment. The copies of such forms shall be provided to the Union at the time their use is implemented.

I. Union Mailbox.

Each College shall provide a mailbox for the Union. The Union may use the Board's inter- and intra-college mail system to transmit official Union business.

ARTICLE III - UNION ACTIVITIES

A. Released Time for Meetings.

When the Administration and representatives of the Union meet to discuss items in this Agreement pursuant to Article II, Section C above, said representatives (not to exceed four) attending such meeting shall suffer no loss in pay, or any other such loss resulting from attending such meeting. Union representatives (not to exceed two) shall be permitted to attend meetings with the Administration pursuant to the grievance procedure, EEO investigations and OIG interviews (for the purpose of representing a member of the bargaining unit who is the subject of the investigation or the interview, or who is being interviewed in the capacity of a witness in the investigation), without loss of pay. However, meetings shall be scheduled in such a manner as to minimize the loss of scheduled work time.

B. Leaves of Absence for Union Officers.

In the event that the President of the Union or any other Union officer, while he is a bargaining unit member, shall become a full-time or part-time employee of the Union, he shall notify the Chancellor and shall be granted a leave of absence not to exceed two (2) years without pay for the purpose of accepting the Union position. He shall be paid for all bargaining unit work he performs after such leave has been granted.

Such leaves may be renewed for additional periods of up to two (2) years by mutual agreement of the Board and the Union.

C. Bulletin Boards/Union Material.

The Union shall be provided bulletin board space at each College; for the posting of notices and other materials relating to Union activities. The bulletin boards allocated shall be identified with the name of the Union and only the Union Chapter Chairperson or his designee shall have the authority to place official Union material in the designated location for bargaining unit members.

The Union will also be provided a location in the vicinity of the Security Department office where official Union material may be placed. Only the Union Chapter Chairperson or his designee shall have the authority to place official Union material in the designated location for bargaining unit members.

D. Chapter Meetings.

On reasonable advance notice, at least twenty-four (24) hours, to the College President, the Union Chapter Representative may schedule Union Chapter meetings during normal operating hours in the buildings of the College, provided no meetings of the bargaining unit members have been scheduled by the College President or the Chancellor for the same time, and provided that no bargaining unit member shall be released from his scheduled employment for such meetings. These meetings shall be subject to space availability. After a Union Chapter meeting has been scheduled, no new meetings involving bargaining unit members shall be scheduled or held at the same time, except for bona fide operational emergencies, and the College President shall so inform the bargaining unit.

E. Union House of Representatives.

The names of the Union House of Representatives members are to be supplied to the Administration by May 1 of each year. The Union agrees that during the term of this Agreement it will not increase the present basis of representation in the House of Representatives allowable under its constitution.

F. Union Mailbox.

Each College shall provide a mailbox for the Union. The Union may use the Board's inter and intra-college mail systems to transmit official union business.

G. Orientation.

During the first thirty (30) days of a newly-hired employee's employment, the College will provide thirty (30) minutes for a Union representative to discuss contract implementation and related matters with the employee. This will normally occur during the Security orientation for new employees.

ARTICLE IV - DUES CHECK-OFF AND COPE

A. Dues Check-off.

The Board will deduct from the pay of each member of the bargaining unit, from whom it receives written authorization to do so, the required amount of monthly Union dues. The dues, a list of employees from whose pay the dues have been deducted along with the amount deducted from each and a list of Union members who have authorized such deductions and from whom no deductions were made, shall be forwarded to the Union Office no later than seven (7) work days after such deductions were made. The payroll deduction authorization form is shown in Appendix A.

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

B. Committee on Political Education (“COPE”) Deduction.

The Board of Trustees of Community College District No. 508, County of Cook, State of Illinois, agrees to honor the payroll contribution deduction authorization form shown in Appendix B - Committee on Political Education - for all bargaining unit members represented by the City Colleges Police Officers Association (CCPOA), a chapter of the Cook County College Teachers Union, Local 1600, IFT/AFT, AFL-CIO.

ARTICLE V - MANAGEMENT RIGHTS

The Board hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Illinois and the United States of America, including, but without limiting the generality of the foregoing, the right:

- (a) To manage, organize and retain administrative control of the College, its properties and facilities, and the activities of its employees; to determine the function and purpose of the College;
- (b) To direct the work of its employees and determine the time and hours of operation, the kinds and levels of services to be provided, and the methods and means of providing services;
- (c) To hire all employees; to determine their qualifications and the conditions for their continued employment; to direct and assign employees to work within a College; and to temporarily assign employees to work at another College for a period of time not to exceed thirty (30) calendar days;
- (d) To establish educational and security policies, goals and objectives; to determine standards of service, to insure rights and educational opportunities of employees; to determine staffing patterns; to determine the number and kinds of personnel required in order to maintain the efficiency of College operations;
- (e) To build, move or modify facilities; to establish budget procedures and determine budgetary allocations; to determine the methods of raising revenue; and to take action on any matter in the event of an emergency; and
- (f) To exercise and control all matters of inherent managerial policy.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, in adoption of policies, rules, regulations and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of the State of Illinois and the United States of America.

ARTICLE VI - FRINGE BENEFITS

A. Leaves of Absence Without Pay.

The Director of Security may, with the concurrence of the President of the College, grant a security employee a leave of absence without pay for a period not to exceed one year. A security employee desiring to take a leave of absence without pay shall file a written request with the Director of Security at his respective worksite. This request shall contain the length of time of the requested leave.

B. Jury Duty.

A security employee will be paid for his regularly scheduled hours of work when on jury duty if notice is provided to the security director within 48 hours of receiving notice of jury duty.

C. Military Leave/Peace Corps Leave.

Military and Peace Corps Leaves shall be granted in accordance with applicable law.

D. Family and Medical Leave.

The employer agrees to adhere to the Family and Medical Leave Act of 1993 (FMLA) and its regulations and the state law and its regulations for all employees in the bargaining unit. The Board's FMLA policy is on a calendar year basis.

E. Tuition Waiver.

Security employees with 1 year of service, shall be entitled to a tuition waiver for one college transfer credit course per semester for the employee's use or for the use of a dependent of the employee where space is available.

F. Participation in 403(b) Annuity Plan.

Security employees shall be eligible to participate in the Board's 403(b) Annuity plan (a tax-sheltered annuity program through payroll deduction).

G. State Universities Retirement System.

During the term of this agreement, subject to State Universities Retirement System eligibility criteria, security employees shall continue to participate in the State Universities Retirement System (SURS) in accordance with applicable law.

H. Security Employee Liability Indemnification.

Security employees shall be indemnified and defended by the Board against claims and suits arising out of their employment in accordance with the Illinois Local Government and Local Government Employees Tort Immunity Act.

I. Dependent Care Flexible Spending Account.

Security employees shall be permitted to participate in the Board's dependent care flexible spending plan.

J. Leaves of Absence.

Absences on approved leaves shall not constitute a break in service in determining seniority.

K. Paid Time Off

Security personnel with two or more years of service shall be permitted two paid absences per fiscal year to be awarded July 1 each year. A paid absence shall be for all or part of the number of hours the employee was scheduled to work that day and prior advanced notice of use is required. Paid absences may not carry over from one year to the next.

L. Holiday Pay

Security officers who are assigned to work on Thanksgiving Day or Christmas Day shall be paid one and one-half times (1 ½) their regular hourly rate.

ARTICLE VII - WORKING CONDITIONS

A. Emergency Periods.

It is understood that there may be times when severe weather conditions or other circumstances necessitate the closing of the College and the cancellation of classes. During such emergency periods, it is understood that bargaining unit members covered by this Agreement who were scheduled to work are expected to make a reasonable effort to report for duty, as scheduled, as part of their normal duties and at their regular rate of compensation. A bargaining unit member who reports to work under the conditions set forth herein shall be guaranteed a minimum of two (2) hours of pay or work at their straight-time hourly rate.

B. Uniforms and Equipment.

The Board may at its discretion require employees to wear uniforms. Employees will be provided any uniform and/or equipment the Vice Chancellor of Safety and Security deems appropriate based on location and assignment, including but not limited to one pair of pants, one short sleeve shirt, one long sleeve shirt, seasonal head covering, outer garment, and blazer. Uniforms will be provided gradually over a period of time as determined by the Vice Chancellor of Safety and Security.

The Board will bear the cost of replacing any uniform which is deteriorated due to normal wear. The employee must bear the cost of replacing any uniform which has been lost, or which has been damaged from use outside the normal course of employment.

The Board will not provide non-uniform attire (such as dark slacks and white shirts) which security officers may be required to wear at the discretion of the Security Director or College President.

The Board will make available to employees for their shift only, a bank of lockers in existing changing areas and a separate secure gun locker located in the Security Office.

C. Assignments.

Bargaining unit members will be assigned work in a fair, reasonable and nondiscriminatory manner.

D. Reduction in Hours.

The Director of Security has the right to set work hours for employees based on operational needs. Except in an emergency, employees shall be given seven (7) days' prior written notice of any reduction in hours.

If a shift is permanently eliminated in its entirety (e.g., elimination of the midnight shift), or is permanently reduced in terms of the number of hours needed to staff it, and as a consequence an employee no longer has any regularly assigned hours on any of the shifts at the College, the College will make best efforts to allow the employee to work hours on other shifts at the College or, if no hours are available at the employee's home College for shifts that the employee is available, at one of the other City Colleges, subject to operational needs. Nothing herein shall obligate the College, or one of the other City Colleges, as applicable, to create work opportunities where, in the judgment of the College or one of the other City Colleges, there is no operational need.

E. Locker/Storage Space.

After ratification of this agreement by all parties, College representatives and representatives appointed by the Union Chapter Chair shall meet and discuss arrangements for providing changing and storage space for security employees who need changing and storage space during their shifts. The employer shall make a good faith effort to provide locker space where possible, depending on locker space availability at each worksite.

F. Notice of Discipline or Leaves from Primary Law Enforcement Employer.

As a condition of continued employment, security officers employed by other law enforcement agencies are required to provide written notice to their Security Director that they have been the subject of a disciplinary action resulting in suspension or dismissal or that they were placed or elected to take a leave of absence at their primary employer. The notice to the Director should be tendered prior to or as soon as reasonably possible to the suspension or termination, or leave from the primary employer and consist of a copy of the final order of disciplinary action or leave documentation.

The purpose of this policy is to guarantee that management may review the reasons for disciplinary action, and determine whether the reasons for disciplinary action would affect their employment with the Board. In the event management decides that disciplinary action is necessary, it shall follow the provisions in Article XII - Just Cause Discipline and Discharge Procedures.

G. Freedom From Harassment.

Consistent with applicable law, the Board and the Union agree that part-time security employees are entitled to a non-hostile work environment where they shall be free from unlawful harassment based upon characteristics protected by law or their association with their lawful activities with any organization.

H. Training

The Board may provide training of all security officers in CPR, defibrillator use, effective report writing, and sexual harassment issues. The Board shall provide such training at no cost to the employee.

I. Standards of Physical Fitness

The Board may require new employees to meet minimum standards of physical fitness to complete their duties as security officers. New employees may be required to take a standard and reasonable fitness test to demonstrate physical ability to perform their duties.

ARTICLE VIII - HOURS OF WORK

A. Scheduling of Work.

Work will be scheduled in accordance with the assignment provisions of Article VII (C). All schedules for work will be available at a specified location in each security office and will be posted at least one (1) week in advance. If hours of work are changed by the employer, twenty-four (24) hours verbal notice shall be given to the security employee. If hours of work are changed by the security employees, at least twenty-four (24) hours verbal notice and justification for the call-off shall be given to the Security Director except in emergencies. Any security employee that fails to provide justification for a call-off may receive the following discipline:

2 Call-offs	up to and including a Verbal Warning
4 Call-offs	up to and including a Written Warning
6 Call-offs	up to and including a Suspension
Over 6 Call-offs	up to and including a Termination

Justification does not include voluntary activities, except that justification does include documented overtime from the employee's primary job. The employer will measure call-offs based on a twelve (12) month rolling period. See also Article XII Just Cause Discipline and Discharge Procedures.

Every attempt will be made to take into consideration the officers' shifts, schedules and RDO's in his/her full time position. The Security Director shall be sensitive to the scheduling problems of security officers who are full time officer with another department or agency.

B. Rest Period.

Bargaining unit members shall be entitled to a non-cumulative fifteen (15) minute paid rest period during their work shift if scheduled to work more than four (4) hours. If scheduled to work eight (8) hours or more, the employee will receive an additional non-cumulative fifteen (15) minute paid rest period. These breaks cannot be taken at the beginning or end of a shift and cannot be added to a meal period.

C. Meal Period.

The Board agrees to provide employees who work a six (6) hour shift or more a paid meal period of thirty (30) minutes. Employees recognize they may be called upon to perform work during their designated meal period.

D. Overnight Shifts.

At each worksite at which there is an overnight shift, the employer shall assign a minimum of two (2) security employees at main College facilities, which shall exclude the District Office, and learning and vocational center facilities.

E. Maximum Hours of Work.

Security employees may be assigned to work on average no more than 30 hours per week in a 52-week period. There are some weeks where employees may work more than 30 hours based on management priorities, and some weeks where they work less than 30 hours as long as the average hour ceiling is adhered to. Security employees working overtime (over 40 hours) other than the result of an unforeseen event shall have that overtime pre-approved by the Director of Security for that specific campus. Should any security employee work in excess of 40 hours per week, they will be compensated for those hours over 40 at the rate of time and one-half (1 ½).

ARTICLE IX - WORK RULES

A. Work Rules.

The Board may establish reasonable rules of conduct. Whenever possible, the Union shall be notified of such rules at least fifteen (15) calendar days before the implementation of any rules. Notices of significant changes in rules affecting employees shall be distributed to all employees.

B. Changes in Requirements.

If the Board requires an employee to meet additional requirements to continue to work in a bargaining unit position, the Board will advise the employee and the Union of such

requirements and give the employee a reasonable time to comply with them. The Board and Union may discuss how employees can achieve such compliance.

C. Telephone Number, Addresses.

Each employee is obligated to provide in writing his current telephone number and address. Such information shall be provided in duplicate to the employee's Director of Security, and to the District Office of Human Resources, on a form designated by the Board, with one copy being signed and returned by the Board's representative. Notices of changes received by the Board shall be promptly recorded on its records. Without an employee's permission, the Board shall not release an employee's telephone number and/or address to non-work related persons or organizations except to government agencies for work-related purposes or as required by law.

ARTICLE X - PROBATIONARY PERIOD AND PERFORMANCE EVALUATION

A. Probationary Period for New Hires.

A new bargaining unit member shall be considered a probationary employee for the first 90 days of actual work. Steps two (2) and three (3) of Article XIV - Grievance Procedure shall not be available to any employee who is terminated during the probationary period, however, an employee may utilize Step one (1) of Article XIV - Grievance Procedure.

B. Performance Evaluation.

All bargaining unit members will be subject to a written performance evaluation by their supervisor(s) no more than once per year. As part of the evaluation process, an employee's supervisor(s) shall discuss the evaluation with the employee and give him/her the reasons for such evaluation.

An employee's signature on the evaluation will indicate only that he has seen the evaluation. The evaluation shall state that it is the employee's right to place a written rebuttal in his/her file if the employee so chooses. A signed copy of the evaluation shall be given to the employee.

C. Upgrading.

When a security employee meets the qualifications of another job category, he may apply to the Director of Security at the respective worksite for a job reclassification. If and when the application is approved, the security employee shall be upgraded and his pay will reflect such change prospectively.

ARTICLE XI - EMPLOYEE PERSONNEL RECORDS.

All employee personnel records shall be maintained under the following circumstances:

- (a) A copy of all personnel records relating to any employee covered by this Agreement, excluding payroll and grievance records, shall be kept in an official

personnel file, which shall be located in the Human Resources office of the College.

- (b) All personnel records shall be in writing. No material derogatory to an employee's conduct, service, character, or personality shall be placed in the personnel file of any employee unless that employee has had the opportunity to read such material. The employee shall acknowledge that he or she has read such material by affixing his or her signature to the actual copy to be filed, but it shall be understood that such signature merely signifies that he or she has read the material in question. Such signature indicates neither agreement nor disagreement with its content.
- (c) The employee shall have the right to answer in writing any material filed in his official personnel file, and his or her answer shall be attached to the file copy.
- (d) Upon request by an employee, he or she shall be given access to his or her file without delay. At his or her written request, each employee shall be furnished, without cost, a copy of any material in his or her file. No items may be removed from an employee's file, except for brief inspection or copying.

ARTICLE XII - JUST CAUSE DISCIPLINE AND DISCHARGE PROCEDURES.

- A. Disciplinary action shall be for just cause and shall be administered in a timely and progressive manner. The types of discipline agreed to by the parties to this Agreement are as follows:
 - 1. Oral Warning;
 - 2. Written Warning;
 - 3. Suspension;
 - 4. Discharge.
- B. The Board's agreement to use discipline in a progressive manner does not prevent the Board from imposing discipline which is commensurate with the severity of the offense.
- C. For discipline other than oral or written warnings, the Board shall notify the bargaining unit member and the Union Chapter Representative and schedule a pre-disciplinary meeting at least twenty four (24) hours in advance with the bargaining unit member. The Union Chapter Representative may attend such a meeting unless the bargaining unit member objects in writing. The President of the College or his designee, who shall not be an employee of the Department of Security, and the Director of Security or his designee shall be in attendance at such a pre-disciplinary meeting. At this meeting, the Board shall inform the bargaining unit member of the reason(s) for the contemplated discipline. The bargaining unit member and the Union Chapter Representative, if present, shall have the right to rebut or to seek clarification of the reasons for such discipline.

- D. A copy of any disciplinary action shall be served upon the bargaining unit member and the Union. This document shall contain the reason(s) for the contemplated disciplinary action. Bargaining unit members who exercise their rights under this section shall not be entitled to a separate disciplinary hearing under the Board Rules.
- E. If a bargaining unit member is called to a conference with an administrator for other purposes and during the course of the meeting, it develops into a disciplinary meeting, the bargaining unit member will then have available his rights pursuant to NLRB v. Weingarten, 420 U.S. 251 (1975), and the conference shall be immediately adjourned until a Union representative is present.

ARTICLE XIII - SENIORITY

A. Determination of Seniority.

Seniority of bargaining unit members will be determined based on the date of beginning continuous employment. Conflicts of seniority among bargaining unit members with the same beginning date of employment shall be resolved by whichever has the lowest employee number.

B. Termination of Seniority.

An employee's employment shall be terminated by any of the following:

1. Voluntary resignation;
2. Failure to report to work after an approved leave;
3. Failure to report to work in accordance with written Board Rules;
4. Termination for cause pursuant to Article XII. - Just Cause Discipline and Discharge Procedures;
5. After twelve (12) months of unpaid status not associated with any type of approved leave of absence or layoff.

ARTICLE XIV - GRIEVANCE PROCEDURE

It is the declared objective of the Union and the Board to encourage the prompt, fair, reasonable and informal resolution of complaints of bargaining unit members as they arise and to provide recourse to orderly procedures for the satisfactory adjustment of complaints.

A. Definitions.

1. A "grievance" shall mean a complaint by a bargaining unit member or the Union that there has been a violation or misinterpretation of any of the provisions of this Agreement or the Board Rules.

2. As used in this Article, the term “bargaining unit member” shall mean also a group of bargaining unit members having the same grievance.
3. As used in this Article, the term “grievance” shall also include a grievance affecting more than one College.
4. While the grievance procedure herein set forth describes the processes for the handling of grievances in which bargaining unit members desire representation by the Union, nothing herein shall be construed to bar an individual from handling his own grievance case.
5. The handling of any grievance, except for Article. XIV.B.3 Arbitration (Step 3) below, shall be restricted to bargaining unit members only, whether as grievants, or as representatives of grievants, and the disposition of any grievance shall not be deemed to change or modify the terms and conditions of this Agreement, unless the Board and Union shall otherwise agree in writing.

B. General Procedures.

1. College Level (Step 1).
 - a. A bargaining unit member may present a grievance concerning himself, or a grievance may be presented on his behalf, to the President of the College or his designee, not later than fourteen (14) calendar days following when he knows or should have known of the act, event or the commencement of the condition which is the basis of the grievance. If the grievance is presented in writing to the President of the College or his designee, it shall be answered in writing.
 - b. While oral presentation and settlement of grievances are encouraged under this step of the grievance procedure, no grievance may be appealed to the District Level under Step 2 below, unless it has been presented in writing to the President of the College or his designee and opportunity is afforded for the President of the College or his designee to answer the same in writing under the schedule herein set forth.
 - c. If the Union, on behalf of a bargaining unit member, presents a written grievance, it shall be signed by both the grievant and the Union Chairperson. The Union may indicate on such grievance if it approves or disapproves of the grievance. The grievant shall be personally present at the conference on the grievance with the President of the College or his designee.
 - d. Whenever a written grievance is presented to the President of the College or his designee, the President of the College or his designee shall furnish a copy thereof to the Union Chapter Representative or his designee at the College and shall advise the Union Chapter Representative or his designee at the College of the time and place scheduled for the conference thereon. If the Union Chapter Representative or his designee

at the College makes a request, the President of the College or his designee shall accord him, or any other Union designee, an opportunity to be present when the grievance is heard and to state the view of the Union.

- e. When a written grievance has been presented to him, the President of the College or his designee shall communicate his written decision to all parties concerned as promptly as possible, but not later than fourteen (14) calendar days after receiving the written grievance.

2. District Level (Step 2).

- a. If the grievance is not satisfactorily resolved through Step 1, the Union or the grievant may appeal to the Chancellor or his designee within fourteen (14) calendar days after delivery of the decision of the College President or his designee.

At the time of the filing of a grievance at Step 2, the Union may stipulate in writing that the grievance is to be held in abeyance (pended) for a period not to exceed thirty (30) calendar days until the Union notifies the Chancellor or his designee that the grievance has been re-activated. All applicable time limits shall cease to run during the period a grievance is held in abeyance.

- b. The appeal shall be in writing and duly signed and shall state specifically the act or condition and the ground on which the grievance is based and why the disposition of the grievance offered by the College President or his designee in Step 1 is unsatisfactory.
- c. The Chancellor or his designee shall promptly meet and confer on the appeal. The Chancellor or his designee shall communicate his decision in writing to the aggrieved bargaining unit member and to any Union representative who participated in Step 2. Such decision shall be made not later than fourteen (14) calendar days after the written appeal has been duly made to the Chancellor.

3. Arbitration (Step 3).

- a. The Union may submit a grievance to an arbitrator for decision, which was not resolved at Step 2, if it involves the application or interpretation of this Agreement.
- b. Within forty (40) calendar days of the Chancellor's decision, the Union only may appeal from the decision of the Chancellor to the American Arbitration Association for arbitration under its rules. Where the provisions of the Uniform Arbitration Act of Illinois and such amendments thereto as may be enacted shall conflict with the rules of the American Arbitration, then the former shall apply.

- c. The arbitration proceeding may be initiated by filing a notice of arbitration with the Chancellor and the Chicago office of the American Arbitration Association. The arbitrator shall attempt to hold a hearing within twenty (20) calendar days of his receiving notice of arbitration. Seven (7) calendar days' notice will be given to all parties of the time and place of the hearing.
- d. Arbitration cases under this Agreement may be conducted with a court reporter and/or the parties may use a tape recording device. The tape recording may not be used as an official record or transcript of the proceeding.
- e. The arbitrator's fees and expenses will be shared equally by the parties.
- f. The arbitrator shall issue his decision in writing not later than thirty (30) calendar days from the date which is set for the submitting of any final briefs or arguments.
- g. The decision of the arbitrator shall be final and binding.
- h. The arbitrator shall limit his decision strictly to the application and interpretation of the provisions of this Agreement and he shall be without power or authority to make any decision:
 - (1) Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement; or
 - (2) Limiting or interfering in any way with the powers, duties and responsibilities of the Board under applicable law.

C. Time Limits.

- 1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
- 2. The time limits specified in the grievance procedure may be extended in any specific instance by mutual written agreement.
- 3. Whenever a written grievance, answer or appeal is required by the grievance procedure to be served upon the Director of Security, College President, the Chancellor, or the Union, it shall meet the service requirements if it is submitted, via certified mail, to the following addresses: a) for the Director of Security at his College office; b) for the College President at his College office; c) for the Chancellor at his District Office address; and for the Union at its Chicago Offices. Personal service, duly receipted, shall also be adequate service.

D. Union Grievances.

The Union has the right to initiate or appeal a grievance, including alleged violation of this Agreement. Such grievance shall be initiated with the appropriate persons under this procedure. Steps of the grievance procedure may be bypassed in appropriate cases by the mutual agreement of the parties.

E. General Provisions as to Grievance and Arbitration.

1. The filing or pendency of any grievance under the provisions of this Article shall not prevent the Board and its representatives from taking the action complained of, subject however, to the final decision on the grievance.
2. The grievance and the arbitration procedures of this Agreement shall not apply to any matter as to which the Board is without authority to act.

ARTICLE XV - SCOPE OF AGREEMENT

The Agreement covers all matters relating to salaries, fringe benefits, and working conditions of bargaining unit members for the period of the Agreement. The Appendices hereof are integral parts of this Agreement and by this reference are incorporated herein. There shall be no unilateral reopening of this Agreement by either party during the life of the Agreement. The Board agrees that, during the period of this Agreement, it will take no action changing salary schedules, fringe benefits and working conditions without prior consultation and negotiation with the Union. This provision shall not be interpreted as a waiver or modification of any rights that the Board has under the 1995 Amendatory Act to the Illinois Educational Labor Relations Act.

ARTICLE XVI - NO STRIKE PLEDGE

The Union and the Board subscribe to the principle that any and all differences shall be resolved by peaceful and appropriate means without interruption of the Board's college program and operations. The Union therefore agrees that it will not instigate, engage in, support, encourage, or condone any strike, work stoppage or other concerted refusal to perform work by the bargaining unit members covered by this Agreement. Differences between the parties concerning the meaning, interpretation or application of this Agreement shall be resolved by utilization of the Grievance Procedure set forth in Article XIII hereof.

ARTICLE XVII - CONFORMITY TO LAW - SAVINGS CLAUSE

- A. If any provision of this Agreement is, or shall at any time be, contrary to or unauthorized by law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law.
- B. In the event that any provision of this Agreement is, or shall at any time be, contrary to law, all other provisions of this Agreement shall continue in effect.
- C. If there is any conflict between the provisions of this Agreement and any affirmative action obligations imposed on the Board by a federal or state statute, then the affirmative action obligations of such federal or state statute shall prevail.

ARTICLE XVIII - SALARIES

Job Title	1-1-2018 1.25%	12-6-2018 1.25% (Ratification)	1-1-2019 2.50%	1-1-2020 1.25%	7-1-2020 1.25%
Lead Security Officer	\$21.03 per hour	\$21.29 per hour	\$21.82 per hour	\$22.09 per hour	\$22.37 per hour
Security Officer	\$19.27 per hour	\$19.51 per hour	\$20.00 per hour	\$20.25 per hour	\$20.50 per hour
Security Assistant	\$14.60 per hour	\$14.78 per hour	\$15.15 per hour	\$15.34 per hour	\$15.53 per hour

Retroactive wage increases to be paid to those employees who are employed by the Board at the time of ratification.

ARTICLE XIX - DURATION

This Agreement shall be effective as of January 1, 2018, and shall continue in full force through and including December 31, 2020, and thereafter from year to year unless either party gives the other party at least one hundred twenty (120) calendar days written notice.

Board of Trustees of Community College
District No. 508
County of Cook, State of Illinois

City Colleges Police Officer Association,
a chapter of the Cook County College
Teachers Union, Local 1600,
IFT/AFT, AFL-CIO

By: Walter E. Maney
Its Chair

By: [Signature]
Its President

APPENDIX A
PAYROLL DUES DEDUCTION AUTHORIZATION



IELRB

ILLINOIS FEDERATION OF TEACHERS – AMERICAN FEDERATION OF TEACHERS/AFL-CIO
Cook County College Teachers Union – Local 1600

MEMBERSHIP DATABASE INFORMATION

Name _____

Address _____

City _____ State _____ Zip Code _____

Cell Phone _____ Home Phone _____

Email (non-employer) _____ Last 4 of Soc. Sec. # XXX-XX-_____

College _____ Worksite (Circle One): Main Satellite

Job Title/Class: (Circle One): Faculty / Suburban Adjunct / Professional / Part-Time Professional /
 CCC Security / Classified / Support / Pro-Tech / Mid-Management

Membership Statement: I hereby apply for membership in the Union and agree to abide by its Constitution and Bylaws. I authorize the Union to act as my exclusive representative in collective bargaining over wages, hours, and other terms and conditions of employment with my Employer. My membership in the Illinois Federation of Teachers (IFT) and CCCTU, including any other Local Union which is my exclusive bargaining representative and is affiliated with the IFT, shall be continuous unless I notify my Local President in writing that I intend to resign.

 Signature Date

Dues Authorization: During my employment, I hereby voluntarily authorize and direct my Employer to deduct from my pay each pay period, regardless of whether I am or remain a member of the Union, unless revoked pursuant to the paragraph below titled "Revocation Window," an amount equal to dues certified by the Union, and to remit such amount monthly to the Union. I understand that signing this card is not a condition of my employment.

Revocation Window: This voluntary authorization and assignment shall be irrevocable, regardless of whether I am or remain a member of the Union, for a period of one year from the date of authorization and shall automatically renew from year to year unless I revoke this authorization by sending written notice to the Union by the United States Postal Service postmarked between August 1 and August 31.

IRS Disclaimer: Payments to the Union are not deductible as charitable donations for federal income tax purposes. However, they may be tax deductible as ordinary and necessary business expenses.

Telephone Consumer Protection Act Statement: By providing my cell phone number, I understand that the Union and its affiliates may use automated calling technologies and/or text message me on my cell phone on a periodic basis, and that I can unsubscribe from these messages. The Union will never charge for text message alerts; carrier message and data rates may apply to such texts.

 Signature Date

APPENDIX B

**COMMITTEE ON POLITICAL EDUCATION (COPE)
PAYROLL CONTRIBUTION DEDUCTION AUTHORIZATION**

I hereby authorize the Board of Trustees of Community College District No. 508, County of Cook, State of Illinois, to deduct from each of my paychecks in the academic year the sum of \$ _____ and to forward that amount to the Cook County College Teachers Union Committee on Political Education. This authorization is signed voluntarily on the understanding that the Cook County College Teachers Union Committee on Political Education is engaged in joint fund raising efforts with the AFT-IFT and will use the money contributed to that effort to make political contributions and expenditures in connection with federal, state and local elections. This voluntary authorization may be revoked at any time by notifying the Board of Trustees of Community College District No. 508, County of Cook, State of Illinois, and the Cook County College Teachers Union Committee on Political Education in writing of the desire to do so. Contributions for COPE to the Cook County College Teachers Union Committee on Political Education are not deductible as charitable contributions for Federal income tax purposes.

Employee Signature **Effective Date** _____

Social Security Number _____ **Position Title** _____

Mr.
Miss
Mrs. _____
Last Name **First** **Middle (Print)**

Address _____ **Zip Code** _____

Home Phone No. _____ **College** _____

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