

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

JOHN A. LOGAN COLLEGE

AND

FRATERNAL ORDER OF POLICE

July 1, 2024- June 30, 2027

JOHN A. LOGAN COLLEGE
(CAMPUS POLICE)

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**AGREEMENT
BETWEEN

JOHN A. LOGAN COLLEGE

AND**

FRATERNAL ORDER OF POLICE

This Agreement is entered into by John A. Logan College, hereinafter referred to as "Employer" or "College" and Fraternal Order of Police, as the collective bargaining agent for certain employees of John A. Logan College Campus Police Department, hereinafter referred to as "Union".

It is the purpose of this Agreement to achieve and maintain harmonious relations between the employer and the Campus Police Department, to provide for equitable and peaceful adjustments of differences, which may arise, and to establish this written Agreement covering standards of wages, fringe benefits, hours of employment, and working conditions of employment, to be observed between the parties hereto.

**ARTICLE 1
RECOGNITION AND PURPOSE**

SECTION 1.1 RECOGNITION:

The College recognizes Fraternal Order of Police, as the sole and exclusive bargaining representative for the purpose of collective bargaining on matters relating to wages, hours, and other terms and conditions of employment of all full-time employees in the bargaining unit as follows:

Included: All full-time and permanent part-time employees in the job titles of Campus Police Law Enforcement Officer and Campus Police Security Officer employed at John A. Logan College.

Excluded: The Director / Chief of Campus Police, all supervisors, managerial employees, confidential employees, student and short-term employees as defined in the Act; and all employees of the College other than those listed as included.

SECTION 1.2 PURPOSE:

This Agreement is established for the purpose of prescribing the legitimate rights of the Employees, Union, and John A. Logan College, and to protect the educational rights of citizens attending the College, through the establishment of certain hours, wages, and other conditions of employment for persons within the bargaining unit and by establishing procedures for the resolution of disputes concerning interpretation and the application of this Agreement.

SECTION 1.3 PAST PRACTICE:

While the College is not bound by past practice that existed prior to this Agreement, it recognizes that it has, on various occasions provided certain discretionary employment benefits beyond those negotiated in, and which are not a part of, this Agreement. The Board of Trustees agrees that it will continue to use good faith judgement in exercising its discretionary authority in the application of these benefits. No discretionary benefits shall be denied for having formed, joined, or otherwise participated in, the Union or in its lawful activities.

SECTION 1.4 DEFINITIONS:

Following are terms used in this agreement, and their definitions:

EMPLOYEE:

Members of this bargaining unit shall be referred to as employees in this Agreement.

FULL-TIME:

Full-time employees are those individuals who work at least thirty (30) hours per week for a continuing period of one (1) year.

PART-TIME:

A part-time employee shall be defined as one who regularly works less than thirty (30) hours per week and is regularly scheduled to work for a period of one (1) year.

IMMEDIATE FAMILY:

Immediate family means any spouse, son daughter, mother, father, brother, sister, or (corresponding in-law) and any person living in the employee's household for whom she/he has a legal responsibility.

SENIORITY:

Seniority for full-time employees shall be defined as the length of an employee's full-time continuous service with the College in years, months, and days from his/her most recent first date of continuous service. An employee's seniority will not accrue during an unpaid leave of absence, but shall resume when an employee returns from leave. Seniority will not be affected or interrupted due to utilization of approved leaves of absence, vacations, or normal breaks in the contractual year. Seniority for part-time staff shall be determined by the date of first hour worked after probation has ended. Seniority will be used, if necessary, when assigning vacation and other leave requests.

GRIEVANCE:

A grievance is defined as any difference, complaint, or dispute between the College and the Union or any employee regarding the application, meaning, or interpretation of this Agreement.

ARTICLE 2 **MANAGEMENT RIGHTS**

Except as specifically limited by the express provisions of this Agreement, the College retains the right to manage and direct the affairs of the College in all of its various aspects and to manage and direct its employees, including, but not limited to, all rights and authority exercised by the College prior to the execution of this Agreement. These rights include, but are not limited to, the following: To plan, direct, control, and determine all of the operations and services of the College; to determine the College's budget and budgetary priorities; to supervise and direct the work forces; to establish and amend the qualifications for employment; job descriptions; (however, unless new qualifications or new terms of a job description are required by State or Federal law, rules or regulations, employees holding those positions at the time of the signing of this Agreement shall be entitled to retain the position), and to employ employees; to lay off employees, (Section 10.6); to schedule and assign work; to assign overtime, (Section 5.2); to determine the methods, means, organizations, and number of personnel by which operations are conducted; to maintain the efficiency of government operations to determine whether goods or services shall be made or purchased; to make, alter, and discipline, suspend, and discharge employees for just cause. To change or eliminate existing methods, equipment, or facilities requiring an employee to submit to a drug and alcohol testing pursuant to policy established by the College.

ARTICLE 3 **NON-DISCRIMINATION**

SECTION 3.1 PROHIBITION AGAINST DISCRIMINATION:

The College and Union agree not to discriminate against any employee on the basis of race, sex, creed, national origin, color, age, mental or physical disability unrelated to ability to perform work, or where a qualified individual with a disability can be reasonably accommodated without creating undue hardship, marital or parental status, political affiliations or beliefs, or sexual orientation, or less than honorable discharge from the military service, or for the reason of having sought an Order of Protection.

SECTION 3.2 UNION ACTIVITY:

Both the College and the Union agree that no employee shall be discriminated against, intimidated, restrained, or coerced in the exercise or any rights granted by the Illinois law related to labor relations, or by this Agreement, or on the account of membership or non-membership in, or lawful activities on behalf of the Union.

SECTION 3.3 EQUAL EMPLOYMENT:

Both parties recognize the need to comply with the federal and state equal employment laws.

ARTICLE 4 **DUES DEDUCTION**

All current employees on the date of execution of this Agreement may maintain membership in the Fraternal Order of Police Union.

Employees who are members of the bargaining unit may authorize dues deductions by presenting an authorization card to the Business Office. Such authorization shall remain in effect until notified in writing by the employee to terminate the deduction. The Union shall be responsible for notifying the Business Office as to the amount to be withheld. Deductions shall be remitted monthly to the Union.

ARTICLE 5 **PERSONNEL AND HOURS OF WORK**

SECTION 5.1 Workday and Work Schedule:

The normal work week shall consist of forty (40) hours per week Monday through Sunday and such additional time as may from time to time be required in the judgment of the College to serve the community. The normal workday shifts shall be posted by the Chief of Police. The normal workday shall be extended or reduced by one (1) hour in the event of time changes.

The shifts shall be set and scheduled by the Chief of Police three times per year and then be subject to the bidding process established under this agreement. In creating shifts, the Chief shall consider the community's requirements, call volume, and patterns, and the most efficient operation of the department. In no event shall shifts be used punitively as punishment or discipline. Shifts shall be bid by seniority as established by the contract and bid three (3) times in every year. The Chief will initially solicit volunteers to take a schedule or shift assignment which another employee does not want to take because of personal hardship through priority given to a "turn sheet" based upon seniority of FT Officers. If a shift is offered and an employee declines the shift then they shall be placed at the bottom of the "turn sheet" and the next person shall be contacted. If there are no volunteers then the Chief shall mandate based upon the inverse order of the turn sheet.

The shifts, workdays and hours to which employees are assigned shall be stated on the Departmental work schedule. Should it be necessary in the interest of efficient operations during an emergency to temporarily alter or reassign the regular and normal workday, work period, work shift or work schedule, the Chief shall give at least twenty-four (24) hour notice where practicable to the individuals affected by any such change.

and state the emergency nature of said change. At the expiration of the emergency, the schedule shall resume to that of the bid upon shift schedule.

SECTION 5.2 COURT TIME:

If an employee is required to attend a court call outside of his/her scheduled workday during hours which are not contiguous to his/her scheduled hours of work, then the employee shall be assured of a minimum of two (2) hours of work at the applicable rate under this Article. For an employee to be eligible to receive any pay for court attendance under this Section, the employee must notify the Director/Chief of Campus Police or his designee that the court appearance is job related prior to court attendance.

SECTION 5.3 OVERTIME:

Before any employees may become eligible to receive any overtime pay under this Agreement, the additional hours worked must be approved in advance by the President or his designee. An employee shall be paid (1 ½) one and one half time his/her regular straight time pay for all hours worked in excess of forty (40) hours in the employee's normal seven (7) day work cycle. Sick leave, personal leave, and vacation should be considered hours worked.

Overtime cannot be used as a supplement to your normal forty (40) hour work week. You must work five (5) regular eight (8) or four (4) ten (10) hour shifts during the week. If you miss any time during your regular shift schedule, you must use vacation, personal, or sick time to make your required forty (40) hour work week.

Example: If you work Monday through Friday and you are assigned to work a Saturday shift, you cannot call in on Friday and use the Saturday overtime towards your forty hours for the week. You must use vacation, personal, or sick time before Saturday will be considered an overtime shift.

Overtime for pre-planned events will be posted for voluntary sign-up at least (5) five days prior to the event. This may include graduation, athletic events, conferences or any other event planned by the college. If no one has signed up for the overtime (2) two days prior to the event, the person at the top of the turn sheet will be mandated to work the event and shall be responsible for working or filling the shift.

Anyone who signs up for voluntary overtime will not be allowed to remove their name from the sign up within (3) three days of the event. For example, if you sign up to work an event a week in advance, you cannot come in the day before the event and cancel your sign up.

Voluntary additional shift sign up is available to both full and part time employees however, part time employees are still limited to less than thirty (30) hours per week. If a part time officer is signing up for a shift and that shift will have them work in excess of

(29) twenty-nine hours, the part time officer cannot sign up for it. Part time employees will not be paid at an overtime rate.

The Union will be responsible for the updating and correctness of the turn sheet and shall furnish the Employer such updated sheet on a weekly basis. If no turn sheet is supplied, the Employer will not be held accountable for errors claimed by the Union.

No shift assignment shall be made for disciplinary purposes, or because of a person's membership or Union activity.

SECTION 5.4 WORKWEEK:

The work week for the College shall be Monday through Sunday.

SECTION 5.5 HOURS OF WORK:

Hours in the Campus Police Department of the College will be dictated by the needs of the College. The normal workday for Campus Police officers of the College is eight (8) hours or ten (10) hours if management approves. Campus Police officers will be allowed to eat lunch during their shift. They will not normally leave campus during their thirty-minute lunch period unless obtaining food from the jurisdictional boundaries of the city of Carterville. Employees may leave the campus in their assigned patrol vehicle in order to purchase or pick up a meal prior to bringing it back to the Campus.

The Employer shall not unreasonably deny approval for training, vacation, and personal days. The Employer will give at least fourteen (14) calendar days' notice to the employee(s) in advance of a permanent change in shift. A permanent change in shift is defined as lasting for four (4) months or longer.

SECTION 5.6 TRAINING:

All mandated training shall be compensated when scheduled outside of normal working hours.

SECTION 5.7 CAMPUS CLOSURE

A Campus Closure will be defined as any time the President or his/her designee closes the college, thus vacating the college campus. The President, Vice-President, or designee will decide when to resume normal operations. Administration retains the rights to determine the date and duration of any campus closure; however, campus closure shall fall into one of two categories: Administrative or Force Majeure.

Administrative Campus Closure shall be generally defined as a closure that is within the control of the Administration (i.e., college and/or non-college related events, regularly observed and/or routine days off, etc.). It is agreed and understood that these examples are not exhaustive but rather representative of a type of closure that the Administration could effectuate. A closure shall be defined as one of the following:

1. **Suspended Operations:** all campus offices are closed. Staff and faculty are encouraged to avoid campus. Essential employees must report to work if notified by their supervisor.
2. **Total Closure:** all campus operations are suspended, and all personnel are prohibited from being on campus, except emergency personnel needed to maintain life, safety and security of JALC.

Force Majeure Campus Closure shall be generally defined as a closure that is not within the control of the Administration (i.e., inclement weather, flooding, utility outages, etc.). It is agreed and understood that these examples are not exhaustive but rather representative of a type of closure that the Administration could effectuate.

A closure shall be defined as one of the following:

1. **Suspended Operations:** all campus offices are closed. Staff and faculty are encouraged to avoid campus. Essential employees must report to work if notified by their supervisor.
2. **Total Closure:** all campus operations are suspended, and all personnel are prohibited from being on campus, except emergency personnel needed to maintain life, safety and security of JALC.

Any employee who is regularly scheduled to work on any Campus Closure day (either Administrative or Force Majeure) but notified not to report to work shall receive eight (8) hours pay at his or her regular hourly rate of pay. Any employee who works on an Administrative Campus Closure day shall receive one and one-half (1 1/2) times his or her regular rate of pay for all time worked during the closure. Any employee who works on a Force Majeure Campus Closure day shall receive two and one-half (2 1/2) times his or her regular rate of pay for all time worked during the closure.

ARTICLE 6 **EMPLOYEE RIGHTS** **GRIEVANCE AND ARBITRATION PROCEDURE**

SECTION 6.1 STEWARD:

The bargaining unit will select a Steward and notify the President's office of that selection. The Steward shall be the recognized Representative of the Union during working hours and shall be subject to the same terms and conditions of employment as any other employee.

SECTION 6.2 DISPUTE RESOLUTION PROCEDURE:

Grievances or disputes, which may arise, including the interpretation of this Agreement, shall be settled in the following manner.

1. All grievances must be initiated no later than five (5) calendar days from the date the grievant ("FIRST") became aware, or should have reasonably been

aware of the occurrence giving rise to the complaint. Waiver of the five (5) day requirement, at any time, by the College, shall not be considered the establishment of a past practice for any future grievances. Knowledge of the occurrence by the affected employee, or Union representative, is considered knowledge by the Union.

2. Any grievance beyond Step 1. must be in writing, on a mutually accepted form. and shall include the following:
 - a. The date of the alleged violation and the date when Step 1 was exercised.
 - b. Statement of facts upon which the grievance is based.
 - c. The provision(s) of the Agreement violated.
 - d. The remedy requested.
 - e. Initial list of persons known at the time the grievance is filed who have direct knowledge of the facts giving rise to the grievance. Unintentional mistakes made on the written grievance form shall not be deemed a waiver of the right to grieve the alleged-6c-occurrence.
 - f. At any time at any point throughout the grievance procedure for filling a grievance, appeal to the next higher step, or any response/decision may be extended by mutual agreement of the parties.
3. Any waiver by the College of the content requirements of a written grievance shall not be considered the establishment of a past practice for future grievances.
4. Nothing in this Agreement prevents an employee from presenting a grievance to the College and have the grievance heard and settled without intervention of the Union; provided that the Union is afforded the opportunity to be present at such conference and that any settlement made shall not be inconsistent with the terms of any agreement in effect between the College and the Union.
5. Failure of the College to respond to a grievance within the time frame of a step shall be considered an authorization for the employee or the Union to advance the same to the next step.

SECTION 6.3 GRIEVANCE STEPS:

Step I. Immediate Supervisor:

An employee or Union shall first present any matter to the immediate supervisor. This must be done within five (5) calendar days from the date that the grievant or the Union became aware, or reasonably should have become aware, of the occurrence giving rise to the complaint. The immediate supervisor must render his/her decision on the matter within ten (10) calendar days after the grievance is presented. In those circumstances where oral discussion with the first level supervisor who is physically not available would have adversely affected a timely submittal of the grievance, the grievance will be submitted to the second level without such discussion.

Step II. Director / Chief of Police:

If the grievance is not resolved with the immediate supervisor, the Union may submit the matter to the Director / Chief of Police (If the Immediate Supervisor is not the Chief) within five (5) calendar days after the receipt of the immediate supervisors answer from Step 1 or the date such answer was due, whichever is earliest. The Director / Chief of Police is to conduct a meeting with the grievant/Union to review the facts and render his/her decision in writing to the employee and Union within ten (10) calendar days from the meeting.

Step III. President

If the grievance still exists after exercising Step III, the Union may submit the grievance in writing to the President of the College. This must be done within five (5) calendar days after receipt of the Step III response or after Step III is due, whichever is earliest. The President shall review the facts and render his/her decision in writing to the employee within fifteen (15) calendar days after receipt of the grievance. The President may, if he/she so chooses to do so, have a meeting with the grievant/Union to review the facts if he/she has determined that a meeting is necessary in order to render an appropriate decision. In the event a meeting takes place with the President, a written decision shall be provided within fifteen (15) calendar days of that meeting.

Step IV. Board of Trustees:

If the grievance is still unresolved, the grievance may be presented by the Union to the Board of Trustees in writing within five (5) calendar days after receipt of the Step III response or after Step III is due, whichever is earliest. If the Board of Trustees, at its discretion, decides to review the grievance, the Board shall give its written answer within twenty-five (25) working days following the next regular Board meeting after the grievance has been submitted to the Secretary of the Board. The Board of Trustees, at its option, may call for a meeting with the grievant

to review the facts, and then under those conditions, its decision shall be issued in writing to the employee and the Union within twenty-five (25) working days after the meeting.

Step V. Arbitration:

- A. If the Union or the Grievant is not satisfied with the disposition of the grievance at Step IV, the matter may be submitted to arbitration within 15 calendar days of the Board of Trustees decision, or within 15 calendar days that a written decision is due, whichever is earliest. Within 10 working days after the matter has been submitted for arbitration, a representative of the College and the Union shall meet to select a mutually agreeable arbitrator. If the parties are unable to agree on an arbitrator within those 10 days, the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven arbitrators. Either party shall have the right to reject an entire list of arbitrators. The arbitrator shall be selected from the list of seven by alternate strikes by the College representative and the Union. The person whose name remains on the list shall be the arbitrator, provided that either party before striking any names shall have the right to reject one of the arbitrators on the list.
- B. The College and the Union agree to attempt to arrive at a joint stipulation of facts and issues as outlined for the purpose of submission to the arbitrator.
- C. The arbitrator shall neither amend, modify, nullify, ignore, add, or subtract from the provisions of this Agreement.
- D. The expenses and fees of the arbitrator and any additional cost shall be shared equally by the parties. Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent arbitrator(s) during the term of this Agreement.
- E. The decision and award of the arbitrator shall be final and binding on the College, the Union and the employee or employees involved, except that either party is entitled to file an appeal pursuant to law.
- F. If either party desires verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, it shall pay for the cost of the same.

SECTION 6.4 ADVANCE GRIEVANCE STEP FILING:

Certain issues which by nature are not capable of being settled at a preliminary step of the Grievance procedure may be filed at the appropriate advanced step where the action giving rise to the grievance was initiated. Mutual agreement shall take place between the appropriate Union representative and the appropriate College representative at the step where it is desired to initiate the grievance.

SECTION 6.5 NO REPRISALS CLAUSE:

No reprisals shall be taken by the College or the Union against any employee because of the employee's participation or refusal to participate in a grievance.

SECTION 6.6 WITHDRAWAL OF GRIEVANCE:

A grievance may be withdrawn, in writing, any time prior to the completion of Step II without establishing precedent and will be deemed as to never having been filed.

SECTION 6.7 FILING OF MATERIALS:

Except for actual discipline, all records related to a grievance shall be filed separately from the personnel files of the participants.

SECTION 6.8 RELEASED TIME:

If any investigatory proceedings should require that an employee or a Union representative be present, said employee will be released from his/her regular assignment; the employee and/or Union representative shall be released without loss of pay or benefits for the length of that meeting.

SECTION 6.9 UNION PARTICIPATION – EMPLOYEE REPRESENTED:

The College acknowledges the right of the Union's grievance representative to participate in the processing of a grievance at any level, and no employee shall be required to discuss any grievance if the Union's representative is not present.

SECTION 6.10 UNION PARTICIPATION – EMPLOYEE NOT REPRESENTED:

When an employee is not represented by the Union, the Union shall reserve the right to have its representative present to state its views at any formal stage of the grievance procedure. Any settlement reached when a member of the bargaining unit is not represented by the Union shall be consistent with the terms and conditions of the collective bargaining agreement and Board Policy. Within ten (10) days of any settlement, the President of the Union will be furnished, in writing, all of the terms and conditions of the settlement.

ARTICLE 7 **COMPENSATION**

SECTION 7.1 PAY SCHEDULE:

Hourly rates for employees covered by this Agreement will be increased as follows:

July 1, 2024 through June 30, 2025 shall receive the following:

All FT/PT Police/Security shall receive a seventy-five cent (\$0.75) increase to their base pay.

July 1, 2025 through June 30, 2026 shall receive the following:

All FT/PT Police/Security shall receive a seventy-five cent (\$0.75) increase to their base pay.

July 1, 2026 through June 30, 2027 shall receive the following:

All FT/PT Police/Security shall receive a one-dollar (\$1.00) increase to their base pay.

SECTION 7.2 STARTING WAGE:

Full-time employee starting wage will be as follows:

Police Officer: \$20.75

Security Officer: \$16.25

Part-time employee starting wage will be as follows:

Police Officer: \$19.00

Security Officer: \$16.25 or minimum wage (whichever is greater)

SECTION 7.3 ALL CALL BACK:

An employee who is called back to work outside his/her regularly scheduled shift after leaving the premises shall be paid for the hours worked being a minimum of two (2) hours at the appropriate straight time rate or overtime rate, depending on the employee's accumulated total paid straight time hours worked in the work period. The term "call back" is defined as a work assignment (which may include but not limited to training, emergencies and mandatory staff meetings) which does not immediately precede or follow an employee's normal shift.

SECTION 7.4 SHIFT DIFFERENTIAL:

A twenty-five cent (25¢) shift differential shall be applied to those working a regular scheduled night shift.

SECTION 7.5 DIRECT DEPOSIT:

Full-time and continuing part-time employee's payroll will be electronically deposited into the bank account(s) of the employee's choice.

7.6 LONGEVITY

The following longevity schedule shall be applicable to all full-time employees covered under this collective bargaining agreement:

5 years of service- (\$0.15)

10 years of service- (\$0.15)

15 years of service- (\$0.15)

ARTICLE 8 **HOLIDAYS AND LEAVE**

SECTION 8.1 HOLIDAYS:

NEW YEAR'S DAY
PRESIDENT'S DAY
MEMORIAL DAY
LABOR DAY
THANKSGIVING DAY
JUNETEENTH

MARTIN LUTHER KING'S BIRTHDAY
GOOD FRIDAY
INDEPENDENCE DAY
VETERAN'S DAY
CHRISTMAS DAY

When any of these holidays fall on Saturday, the preceding Friday shall be observed as a holiday; when a holiday falls on Sunday, the following Monday shall be observed as a holiday.

Campus Police officers may be required to work holidays. If a full-time officer works a holiday, they will receive holiday pay (not to exceed eight (8) hours per day at straight time plus they will be compensated for all hours worked on the holiday at the overtime rate. Holiday compensation shall not exceed forty (40) hours of work within the work week as defined in section 5.3, Work Week.

Part-time officers are not eligible for holiday pay but will be compensated at the overtime rate for hours worked on a holiday.

SECTION 8.2 VACATION:

A. All full-time employees shall receive the following vacation days:

Years of Employment	Vacation Days
1	13
2	13
3	16
4	17
5	18
6	19
7	20

8
9
10

21
22
23

Vacation days shall be awarded on the beginning date of employment for the first fiscal year on a pro-rated basis and then earned on a monthly basis. Vacation will be credited at the beginning of each fiscal year. If employment begins at other than the start of the fiscal year, a pro-rata amount will be credited. In the event of an employee's retirement, termination, resignation, or extended illness, the College will calculate the amount of vacation earned and will not allow any vacation time to be utilized that was not earned. If said employee should owe the College for vacation not yet earned, the amount will be deducted by the College from the employee's final paycheck.

Vacation time may be taken off any time during the year per scheduling and operational needs of the College as approved by the Chief or his designee and shall be awarded on a first request basis. Vacation pay must be earned prior to use. Employees may accumulate vacation hours up to forty (40) days.

Vacation leave will be awarded and reported in hour units. Vacation leave will be taken in no less than one (1) hour increments. A full day absence results in an eight (8) hour charge.

Part-time employees who have completed twelve months (approx. 1,040 hours) of work for the College shall be entitled to earn a proportionate amount of vacation time to that which a full-time employee earns.

Employees or their assigned heirs (in the case of death) are entitled to be paid for accumulated vacation leave when they terminate employment for any reason. Such payment will be reported to the State Universities Retirement System.

SECTION 8.3 SICK LEAVE / BEREAVEMENT:

The annual sick leave shall be one hundred fifty-two (152) hours (which currently equates to nineteen (19) days) per year, cumulative up to the maximum allowed by the State Universities Retirement System for one (1) year of service credit. Sick leave must be earned to be used.

Sick leave includes personal illness, quarantine at home, or serious illness or death of immediate family. The immediate family includes husband, wife, son, daughter, mother, father, or corresponding in-law. The College may require a doctor's slip after three (3) consecutive days of absence, or when the College has reason to suspect abuse of the sick leave.

Forty-eight (48) hours of sick leave may be used each year to conduct personal business. If not used for personal business, they will be carried over as sick leave. Full-time employees shall earn 1.58 days per month worked.

Part-time employees who have completed twelve months (1,040 hours) of work for the College shall be entitled to earn a proportionate amount of sick leave time to that which a full-time employee earns. Part-time employees will receive a report with their sick leave balance with the paycheck they receive on the seventh (7th) of each month.

SECTION 8.4 LEAVE OF ABSENCE:

The College may grant request for a leave of absence without pay to employees for a period not to exceed twelve (12) months. Requests for leave of absence without pay must be submitted to and approved by the President of the College. Reasonable cause for the request must be shown and individual cases will be decided upon their merit.

SECTION 8.5 MILITARY LEAVE:

1. Military leave shall be granted in accordance with the terms of the Federal and State laws.
2. An employee who has to fulfill an annual military obligation in the National Guard or any component of the Armed Forces of the United States shall receive full pay for the time of the official duty, but shall pay to the College any monies received from such duty.
3. The employee may request a leave of absence without pay to fulfill the annual military obligation; in such case, the employee would not be requested to pay the College any money received for such duty. The employee also has the right to use vacation days for such duty.

SECTION 8.6 FAMILY MEDICAL LEAVE ACT:

The College agrees to abide by the federal regulations of the Family Medical Leave Act.

SECTION 8.7 JURY DUTY:

Full-time and part-time employees of the College who are called for jury duty or subpoenaed as a witness during working hours, shall receive full pay for the time of such official duty, but shall pay to the College any money received for such duty other than money paid for traveling expenses.

SECTION 8.8 TIME INCREMENTS USED FOR LEAVE TIME

Sick and personal leave will be used in increments of fifteen (15) minutes.

The College reserves the right to revert back to one (1) hour increments if it deems necessary at a later time, but will do so only with a thirty (30) day written notification.

SECTION 8.9 UNPAID LEAVE

When full or part time employees take time off from scheduled duty, they must use any accumulated time accrued before they will be approved to take unpaid leave time off from work.

ARTICLE 9 **ADDITIONAL EMPLOYEE BENEFITS**

SECTION 9.1 GROUP HEALTH INSURANCE

The College will provide group health insurance (including major medical, dental, prescription drug and vision) for members covered by this Agreement. The Costs of the group health insurance will be shared at forty percent (40%) for the member and sixty (60%) for the College and the total premium contribution shall not exceed forty percent (40%). It is mutually agreed that the Health Insurance Committee, which includes representation from the Union, will recommend changes to the coverage and other means at their disposal that will have the effect of reducing, if not eliminating, cost increases.

Should a plan be adopted that provides for materially different breakdown of premium rates than is currently in effect, the amount to be paid by the Board of Trustees will be proportional to the current amounts.

The coverage provided by the College should remain consistent, as far as practicable, with the plan offered at the date of this Agreement. In the even the College is unable to provide comparable coverage at a reasonable price, as determined by the College, it agrees to notify the Union and negotiate the impact of the change of coverage and/or premiums.

While the College reserves the right to select the plan, it agrees to have a committee which includes employees from the various Bargaining Units to review proposals and make recommendations to the College.

SECTION 9.2 UNIFORMS

The College will provide a full set of uniforms and equipment for use by newly hired employees. After initial employment issued, a clothing allowance will be provided as needed not to exceed five hundred (\$500.00) dollars per fiscal year through the use of a quarter master system. Employees shall be eligible to receive the five hundred (\$500.00) dollar uniform replacements upon presenting the Employer receipts for replacement items up to the amount allotted per year. Reimbursement will be made only for Security/Police officer clothing and/or equipment approved by the College.

SECTION 9.3 IMMUNIZATIONS:

Any immunizations required due to performance of duties shall be made available, (including family members of employees), and will be paid for by the employer.

SECTION 9.4 LIFE INSURANCE:

The Board of Trustees will pay the cost of the premium for a fifty-thousand (\$50,000.00) convertible term group life insurance policy with accidental death and dismemberment benefits for each full-time operational employee who is insurable without an increase in the normal premium rate. Coverage is optional to the employee.

SECTION 9.5 TUITION:

A full-time employee or members of his/her immediate family may attend John A. Logan College without payment of tuition as defined by Board Policy 7370. A part-time employee who has worked for the College a minimum of nine (9) months or members of his/her immediate family may attend John A. Logan College without payment of tuition as defined by Board Policy 7370. Immediate dependent child is one claimed by the employee on their prior year's Federal income tax return. Tuition is defined as money which is collected for the general support of the College's instructional operation; fees are defined as money which is collected by the College that is designated as a charge to an individual class. Tuition for special programs, (i.e., continuing education public service, business and industry, construction management, and highly specialized healthcare classes, etc.) cannot be waived because they do not reflect the normal or traditional tuition.

Those individuals who are allowed tuition waivers shall be required to pay any appropriate fees except in such cases where the intent of the tuition waiver, as determined by the president, is to provide a total waiver of tuition and fees.

SECTION 9.6 RETIREMENT

Employees shall be entitled to benefits as outlined in Board Policy regarding retirement. Currently Board Policy 5141.

SECTION 9.7 HEALTH INSURANCE FOR RETIRED EMPLOYEES:

Employees shall be permitted to any retiree health benefits per Board Policy.

SECTION 9.8 TUITION WAIVERS FOR RETIRED EMPLOYEES:

Employees who retire from active full-time employment at the College and have been employed full-time for ten (10) year or more are eligible for tuition waivers. Employees who retire from active full-time employment at the College and have been employed full-time for ten (10) years or more are eligible for tuition waivers are provided for in section 9.5.

Tuition is defined as money which is collected for the general support of the College's instructional operation; fees are defined as money which is collected by the College that is designated as a charge to an individual class. Tuition for special programs, (i.e., continuing education public service, business and industry, construction management,

and highly specialized healthcare classes, etc.) cannot be waived because they do not reflect the normal or traditional tuition.

Those individuals who are allowed tuition waivers shall be required to pay any appropriate fees except in such cases where the intent of the tuition waiver, as determined by the president, is to provide a total waiver of tuition and fees.

SECTION 9.9 EMERITUS STATUS:

The designation of Emeritus status will be provided per Board Policy 5142.

ARTICLE 10 **MISCELLANEOUS PROVISIONS**

SECTION 10.1 TIME CHANGES:

Spring and fall time changes will compensate employees for their time actually worked.

SECTION 10.2 TARDINESS AND ABSENTEEISM:

All members of the bargaining unit are required to report to work on time, to remain until the completion of their tour of duty, to be prompt in reporting to their assigned duties, and to faithfully perform their obligations of employment. Employees not expecting to work a scheduled tour of duty, for reason of illness, shall notify the Director/Chief, at least four (4) to eight (8) hours in advance. In case of an emergency, the employee shall notify the supervisor of his absence at least their (30) minutes in advance of work time.

SECTION 10.3 RETIREMENT BENEFITS:

The College is a member of the State Universities Retirement System. Effective July 1, 1991, everyone employed on a continuous basis for at least four months or one academic term must become a participant in the retirement system as a condition of employment. Effective January 1, 1999, the College will offer not only the traditional defined benefit plan, but the portable defined benefit plan and the optional self-managed plan. The employee contribution is treated as a tax-sheltered item for income tax withholding purposes. The State Universities Retirement System is only the mandatory retirement coverage as John A. Logan College employees are not eligible for Federal Social Security coverage.

SECTION 10.4 PROBATIONARY PERIOD:

All new employees and those hired after loss of seniority shall be considered probationary employees until they complete a probationary period of twelve (12) months for full time and part time employees. Time absent from duty or not served for any reason shall not apply toward satisfaction of the probationary period, except for holidays, vacation, and paid sick leave. Probationary employees shall be entitled to all rights, privileges and benefits provided for in this Agreement, except that during an employee's probationary

period, the employee may be suspended, laid off, or terminated without cause at the sole discretion of the Employer. No grievance shall be presented or entertained in connection with the suspension, layoff, or termination of a probationary employee. There shall be no seniority among probationary employees. Upon successful completion of the probationary period, an employee shall acquire seniority, which shall be retroactive to his date of hire with the Employer in a position covered by the Agreement.

SECTION 10.5 DRUG-FREE WORKPLACE:

As provided by College policy.

SECTION 10.6 SENIORITY:

Termination of Seniority:

An employee shall have seniority broken when the employee:

1. Quits
2. Is discharged for just cause
3. Accepts gainful employment while on an approved leave of absence, or is absent for three (3) consecutive days without notifying the Director/Chief or President.
4. Fails to return to work at the conclusion of an approved leave of absence without approval of the Employer
5. Or any time when employment is severed by any means.

Use of Seniority in Layoffs

In the even the Employer determines a layoff is necessary, employees shall be laid off in the inverse order of their seniority. Temporary and probation employees shall be laid off first, then part-time, non-probationary followed by full-time employees. In the event of a layoff, the College will notify the members in writing of the layoff not less than thirty (30) days prior to the effective date of such layoff. The Administration shall have the ability to cut hours before having to cut positions or initiate a layoff. Laid off employees shall have the first opportunity at any part time work offered in their department and shall be paid for this work at the appropriate wage rate listed in Article 7 this Agreement and in effect at that time.

ARTICLE 11 **NO STRIKE – NO LOCKOUT**

The Union agrees on behalf of itself and its members that it will not call any strike, work stoppage, or work slow-down. The Employer agrees that it will not lockout any employee at any time.

ARTICLE 12
SAVINGS CLAUSE

In any provision of this Agreement, or the application of such provisions in this Agreement, should be determined to be declared to be invalid by appropriate court action, or are determined to be inconsistent with the Federal or State Law, the remaining parts or portions for this Agreement shall remain in full force and effect.

ARTICLE 13
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 subject or matter not removed by law from the area for collective bargaining and that the understandings and agreements arrived at by the parties after, the exercise of that right and opportunity are set forth in this Agreement.


Therefore, Employer and Union, for the life of this Agreement agree that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement unless such subject or matter was not or could not have been within the knowledge or contemplation of either or both parties at the time they negotiated and signed this Agreement. The waiver contained in this article is intended to apply to the proposal of changes in or additions to language contained in this Agreement.

ARTICLE 14
TERMINATION


This agreement shall be effective from July 1, 2024, and shall remain in full force and effective until 11:59p.m. on the 30th day of June, 2027. It shall be automatically renewed from each year to year thereafter unless either party shall notify the other in writing or earlier than 120 days and no later than 90 days preceding expiration. In the event that such notice is given, negotiations shall begin no later than 60 days prior to the contract's anniversary date. All notices provided in this Article shall be served upon the other party by certified mail, return receipt requested.

SIGNATURES


IN WITNESS WHEREOF, the parties have set their hands on this 27th day of August, 2024.




Dr. Kirk Overstreet, President



Robert Jones, FOP Representative



William J. Kilquist, JALC Board Chairman



Jacob "Jake" Rendleman, Board Secretary

Appendix A

CLOTHING AND EQUIPMENT ALLOWANCE FOR FULL AND PART TIME POLICE & CAMPUS SECURITY OFFICERS

FULL TIME OFFICER OFFICER	PART TIME POLICE & SECURITY
1. Four Long Sleeve Shirts	1. Two Long Sleeve Shirts
2. Four Short Sleeve Shirts	2. Two Short Sleeve Shirts
3. Four Pairs of Pants	3. Two Pairs of Pants
4. One Duty Belt – Outer (Nylon)	4. One Duty Belt – Outer (Nylon)
5. One Duty Belt – Inner (Nylon)	5. One Duty Belt – Inner (Nylon)
6. One Flashlight	6. One Flashlight
7. One Flashlight Holder	7. One Flashlight Holder
8. One Can OC Spray	8. One Can OC Spray
9. One OC Spray Holder	9. One OC Spray Holder
10. One Pair Handcuffs	10. One Pair Handcuffs
11. One Handcuff Holder	11. One Handcuff Holder
12. Four Belt Keepers	12. Four Belt Keepers
13. One Winter Coat	13. One Winter Coat
14. One Pair of Work Shoes / Boots	14. One Pair of Work Shoes / Boots
15. One Badge	15. One Badge
16. One Holster	16. One holster
17. One Magazine Holder	17. One Magazine Holder
18. Rain Gear	18. Rain Gear
19. Baton	
20. Baton Holder	
21. Radio Holder	

CRITERIA FOR REPLACING EQUIPMENT:

Any equipment that is to be purchased other than what is outlined in the above list may be approved by the Director / Chief of Police prior to purchase. Shirts, pants and eyeglasses that have been torn or damaged in the line of duty will be replaced by the College.

OWNERSHIP OF EQUIPMENT:

The College's Campus Police Department retains ownership of any equipment that it purchases for an officer.

TRAINING AMMUNITION

All Officers that are mandated by State Law to qualify with their duty weapon shall be provided practice ammunition that the College chooses. This ammunition is to be the same caliber as the Officers duty weapon. Upon qualification, Officers will be issued 50 rounds of ammunition that the department mandates as the ammunition to be carried on duty.