


Collective Bargaining Agreement with Illinois Fraternal Order of Police Labor Council

BACKGROUND: Rock Valley College maintains its own Police department to protect and serve the community at all of its campuses. The Police department is budgeted to employ nine (9) sworn officers who perform a non-leadership role for the department. These nine (9) non-leadership officers are represented by the Illinois Fraternal Order of Police labor union.

On June 26, 2020, the Rock Valley College Board of Trustees entered into a collective bargaining agreement with the Illinois Fraternal Order of Police Labor Council effective until June 30, 2023.

Administration met with members of the Illinois Fraternal Order of Police Labor Council and have arrived at an agreement for officers at Rock Valley College. Once approved, this collective bargaining agreement will be in effect through fiscal year 2027.

RECOMMENDATION: It is recommended that the Board of Trustees approves the Collective Bargaining Agreement with the Illinois Fraternal Order of Police Labor Council effective July 1, 2023 through June 30, 2027. **Attorney Reviewed.**


Howard J. Spearman, Ph.D.
President

Board Approval: 
Secretary, Board of Trustees

Attachment: Illinois Fraternal Order of Police Collective Bargaining Agreement 2023 - 2027

ILLINOIS FOP LABOR COUNCIL

and

ROCK VALLEY COMMUNITY COLLEGE

DISTRICT NO. 511

All Full-Time Police Officers



July 1, 2023 – June 30, 2027

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487
Western Springs - Phone: 708-784-1010 / Fax: 708-784-0058

Web Address: www.fop.org

24-hour Critical Incident Hot Line: 877-IFOP911



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**Agreement between
Rock Valley College and Illinois Fraternal Order of Police**

**ROCK VALLEY COLLEGE DISTRICT NO. 511
COLLECTIVE BARGAINING AGREEMENT
FOR FRATERNAL ORDER OF POLICE**

This Agreement is entered into by and between The Rock Valley College Board of Trustees, Community College District 511 (hereinafter referred to as the “College”) and The Illinois Fraternal Order of Police Labor Council (hereinafter referred to as the “FOP Labor Council” or “Labor Council”). It is the purpose of this Agreement and it is the intent of the parties hereto to establish and promote a mutual harmonious understanding and relationship between the College and The FOP Labor Council, to promote departmental efficiency and effectiveness, to establish wages, hours and other terms and conditions of employment of employees covered by this Agreement, and to provide for the equitable and peaceful adjustment and resolution of differences which may arise from time to time over the interpretation and application of this Agreement. In consideration of the mutual promises, covenants and Agreements contained herein, the parties hereto, by their duly authorized representatives and/or agents, do mutually covenant and agree as follows:

**ARTICLE I
RECOGNITION**

Section 1.1 Recognition

The College recognizes the FOP Labor Council as the exclusive bargaining agent for all regularly employed full-time Police Officers, excluding the Sergeants, Part Time Officers, Chief of Police, all other professional and non-professional employees, and any supervisory, managerial, confidential, and short-term employees as defined in Section 2 of the Illinois Educational Labor Relations Act (IELRA).

Section 1.2 Bargaining Unit Work

It is agreed that only unit employees covered by the Collective Bargaining Agreement shall perform all patrol officer duties, and that it shall be a violation of this section for any personnel not employed by the College or covered by this Agreement to perform any of these duties. However, Rock Valley College Police Department part-time officers, sergeants, and the chief of police may perform patrol officer duties during any vacant full-time officer shift only after unit employees have had the opportunity to select or refuse the shift. The College may utilize officers from other non-college police agencies for additional staffing of special College sponsored events or emergency situations involving mutual aid. Notwithstanding the above, the College will notify the Labor Council of any proposal to subcontract bargaining unit work and shall bargain with the Labor Council regarding any such proposal for contracted services.

Section 1.3 Probationary Period

The probationary period for each full-time police officer will extend for twelve (12) months after the police officer’s date of hire however, upon notification by the Chief and mutual agreement with the Labor Council the probationary period may be extended up to six months. During the applicable probationary period, police officers are eligible for fringe benefits as set forth in this Collective Bargaining Agreement. Probationary employees are subject to discipline or immediate discharge for any reason and are not entitled to file grievances regarding any disciplinary action or discharge in accordance with Article VIII of this Agreement.

Section 1.4 Use of Masculine Pronoun

The use of the masculine pronoun in this Agreement is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

Section 1.5 Non-Discrimination

Neither the Board nor the Labor Council shall discriminate against any member on the basis of race, creed, color, national origin, sex, marital status, sexual orientation, handicap, age, or for the membership or non-membership or participation or non-participation in, or the association with, the lawful activities of any organization, including but not limited to faculty, student, religious, political, and social organizations. Violations of this section shall not be subject to the grievance and arbitration provisions of this Agreement. Violations of this section must be pursued through the appropriate State and Federal agencies or courts.

ARTICLE II FOP LABOR COUNCIL SECURITY AND RIGHTS

Section 2.1 Dues Deductions

While this Agreement is in effect, the College will deduct from the first paycheck each month one-half of the appropriate dollar amount of Labor Council dues and from the second paycheck each month the second half of the appropriate amount of dues for each employee in the bargaining unit, who has filed with the College, a voluntary, effective check off, authorized by the Labor Council. The Labor Council will give the College thirty (30) days' notice of any such change in the amount of uniform dues to be deducted. Dues shall be remitted to the Labor Council by the tenth (10th) day of the month following deduction. A Labor Council member desiring to revoke the dues check off may do so by written notice to the College at any time during the thirty (30) day period prior to the annual anniversary date of the contract.

The College shall provide the Labor Council within thirty (30) days, the name, rate of salary and starting date of any new employee hired into the Labor Council's bargaining unit.

Section 2.2 Religious Objections

The obligation to pay dues fee to the Labor Council shall not apply to any employee, who on the basis of a bona fide religious tenet, teaching or a church or religious body of which such employee is a member, objects to the payment of a dues payment to the Labor Council. Upon proper substantiation and collection of the entire fee, the Labor Council will make payment on behalf of the employee to a nonreligious charitable organization mutually agreed to by the objecting employee and the Labor Council. If the employee and the Labor Council are unable to agree upon a nonreligious charitable organization, the nonreligious charitable organization shall be determined in accordance with the procedures established by the Illinois Educational Labor Relations Board.

Section 2.3 FOP Labor Council Indemnification

The FOP Labor Council shall indemnify, defend and save the College harmless against any and all charges, grievances, claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by the reason of action taken or not taken by the College in complying with the provisions of the Article.

Section 2.4 Use of Bulletin Boards

The College shall provide the Labor Council with a bulletin board or designated space on an available bulletin board for the posting of notices related to Labor Council activities. Any posted notices shall be identified with the name of the Labor Council and shall be signed by the appropriate Labor Council Officer. Posted materials shall not contain derogatory references to any employee or other individual associated with the College and shall not include any items which are primarily endorsements of candidates for political or Labor Council office.

**ARTICLE III
LABOR-MANAGEMENT MEETINGS**

Section 3.1 Meeting Request

The College and the Labor Council mutually agree that in the interest of efficient management and positive labor relations, it is desirable that periodic meetings be scheduled between the Labor Council and College representatives to share information and discuss issues related to overall administration of the Collective Bargaining Agreement. Either party may request a labor-management meeting be scheduled by submitting a written request to the other party at least seven (7) days in advance of the meeting. The written request shall include the specific items or issues for discussion at the labor-management meeting.

Section 3.2 Exclusivity of Meetings

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

Section 3.3 Employee Attendance at Meeting

Attendance at labor-management meetings scheduled upon mutual agreement of the FOP Labor Council and the College shall be considered time worked for compensation purposes if the meeting is scheduled during the employee's assigned work shift. A maximum of three (3) representatives from the FOP Labor Council and the College, respectively, shall attend these meetings.

**ARTICLE IV
LABOR COUNCIL REPRESENTATION**

Section 4.1 Right of Entry

Authorized representatives of the Labor Council shall have reasonable access to the College during working hours to converse with officers of the Labor Council and/or College representatives concerning matters covered by this Agreement, subject to advance notification and approval by the Chief of Police. Any discussions or communications with Labor Council officers shall not impede the officers' performance of their assigned work shift duties or otherwise disrupt operations of the College's Police Department.

Section 4.2 Activity During Work Hours

Employees shall be allowed released time without loss of pay to attend grievance step meetings, grievance arbitration hearings, or labor-management meetings which are scheduled during assigned work hours if the employee's attendance at the meeting or hearing is required based upon their role or position as a Labor Council representative, provided the employee provides appropriate advance notice to the Chief of Police.

Section 4.3 Attendance at Meetings

The College agrees that two duly authorized representatives of the Labor Council shall be allowed to attend state or national conferences of the Labor Council, provided that reasonable notice of such meetings shall be given in writing to the Chief of Police or his/her designee. This time will be paid by the College for up to two representatives for up to two shifts per officer/representative annually that the officers/representatives are scheduled to work.

There will be no additional compensation for the meetings attended on the officer/ representative's scheduled days off.

Section 4.4 Representation

At the employee's specific request, a Labor Council representative will be allowed to attend any investigatory interview or pre-disciplinary conference which may reasonably result in disciplinary action against the employee. If the employee requests Labor Council representation, the interview shall be

postponed for a reasonable length of time to allow the employee the opportunity to participate in the interview with Labor Council representation.

Section 4.5 Labor Council Negotiating Team

Members designated as being on the Labor Council negotiating team who are scheduled to work on a day which negotiations will occur shall, for the purpose of attending scheduled negotiations, be excused from their duties without loss of pay for the period of negotiations. If a designated Labor Council negotiating team member is on regular day-off status on the day of negotiations, he will not be compensated for attending the session. A reasonable effort shall be made by both parties to schedule negotiations for a day and time at which the designated members of the Labor Council negotiating team are not scheduled to work.

ARTICLE V INDEMNIFICATION

The College will comply with its statutory obligation to indemnify employees from liability resulting from any lawsuit filed against the employee which is based upon the employee's performance of their assigned job duties within the scope of their employment as a full-time police officer.

ARTICLE VI HOURS OF WORK AND OVERTIME

Section 6.1 Departmental Work Schedule

The Chief of Police shall assign each non-probationary employee, on an annual basis, to a specific work shift with designated work hours and shall assign a majority of employees to shifts of at least eight (8), ten (10) or twelve (12) hours in length. If there is a substantial change in the College's public safety needs or operations resulting from a specific occurrence (e.g., addition of a new campus facility or site), the College reserves the right to notify the Labor Council and negotiate any proposal to alter said assignments more frequently than on an annual basis. The Chief shall annually assign work shifts to employees by implementing a seniority bid procedure which allows employees with greater seniority, as defined in Section 10.1, the preferred right of assignment to available work shifts. Probationary employees may be assigned to rotating or different work shifts during their probationary period, depending upon Departmental staffing requirements. The Chief of Police will limit the number of short-term changes or adjustments to a non-probationary employee's assigned work shift to a maximum of two (2) shift changes per officer per contract year, non-inclusive of shift changes necessitated by a bona fide emergency situation.

Section 6.1.1 Overtime Posting and Assignment Procedure

The Chief of Police shall maintain an Overtime Posting and Assignment Procedure, which will be developed and changed by mutual agreement of the Labor Council Representative(s) and the Chief of Police or his designee.

Section 6.2 Hours of Work

An employee's normal work week shall consist of forty (40) hours of work. Each employee shall be entitled to two (2) fifteen (15) minute paid break periods each day, which shall be taken at the officer's election, and a thirty (30) minute paid lunch break, except that officers assigned a twelve (12) hour shift will receive an additional fifteen (15) minutes break. Employees shall use their best efforts to schedule lunch breaks to ensure proper staffing and adequate coverage of the College's public safety requirements. Officers shall not be required to work more than sixteen (16) consecutive hours in any 24-hour period.

Section 6.3 Compensatory Time

In lieu of payment for overtime, compensatory time may be granted. If an employee does not elect compensatory time in lieu of overtime pay, overtime will be paid on the pay day for the pay period in which the wages were earned. At any time, an employee who is granted compensatory time in lieu of overtime

pay may request that the compensatory time be paid out as overtime according to the College's normal payroll schedule. Compensatory time will be treated in the following manner:

- It must be approved in advance by the supervisor, unless the work was required due to emergency or unusual circumstances.
- The amount of extra work must be no less than 30 minutes.
- No more than a sixty (60) hour accumulation of compensatory time will be carried during the year and no more than forty (40) hours of compensatory time may be carried over into the next fiscal year.
- Compensatory time received by an employee in lieu of pay must be at the rate of not less than one and one-half hours of compensatory time for each hour of overtime worked.
- Compensatory time will be paid as overtime pay if the employee terminates employment with the College.
- Compensatory time is not offered to temporary employees.

Section 6.4 Trading Shifts

Subject to prior written approval of the Chief of Police, employees shall be allowed to trade work shifts with other employees, provided the employee submits a signed written request. The traded shift cannot be more than fourteen (14) days from the date of the written request.

Section 6.5 Overtime Pay

Overtime work assignments must be approved in advance by the Chief of Police to entitle the employee to the payment of overtime compensation. Overtime work shall be paid at the rate of one and one-half (1½) times the employee's regular hourly rate of pay for hours actually worked in excess of forty (40) hours per week. The employee must work their regularly assigned hours during the work week in order to qualify for overtime compensation. Any paid time off, except compensatory time, shall count as hours worked for purposes of determining an officer's eligibility for overtime.

Section 6.6 No Pyramiding

Compensation shall not be paid, or compensatory time taken more than once for the same hours worked under any provision of this Agreement.

Section 6.7 Overtime Work

Whenever practicable, overtime will be scheduled on a voluntary basis. The Chief of Police will inform employees of the available overtime work assignment and allow employees an opportunity to request the overtime assignment. If the overtime assignment cannot be filled on a voluntary basis, the Chief will assign the overtime work to the employee with the least seniority as defined by Section 10.1, who is working the shift immediately prior to the overtime shift.

Section 6.8 Court Time

If an employee is required by the Chief of Police, state or federal court, or the State's Attorney to attend court proceedings related to the employee's duties as a full-time police officer, the employee shall receive compensation at their regular hourly wage rate for a minimum of two (2) hours or for the actual hours spent attending the court proceeding, whichever is greater.

Section 6.9 Call Back

The term "call back" is defined as an official assignment of work which does not immediately precede or follow any employee's regularly scheduled working hours. Employees reporting back to work under the definition of "call back" shall be compensated for a minimum of two (2) hours or for the actual hours worked, whichever is greater. No call back shall be compensated unless such call back has been approved by a supervisor. Employees will not be entitled to call back pay when they are required to return to work to correct their own errors. Call back time will be compensated at the rate of one and one half (1 ½) times the employee's regular hourly rate of pay, except for Sundays, Holidays and campus closures. Sunday call

backs and campus closure call backs will be compensated at two (2) times the employee's regular hourly rate of pay.

Employees who volunteer to work on a Sunday in the place of an employee scheduled to be on approved time off will be compensated at two (2) times the employee's regular rate of pay.

Section 6.10 Campus Closure

A Campus Closure will be defined as any time the President or their designee closes the College and prohibits employees from being on campus, with the exception of emergency personnel, including police officers. The President or their designee will decide when to resume normal operations. Administration retains the right to determine the date and duration of any Campus Closure.

In the event of a Campus Closure, any employee who is regularly scheduled to work on the Campus Closure day but is notified by the Chief of Police or their designee not to report to work or the situation requires the employee to leave work shall receive their regular pay for their scheduled hours that day. Any employee who works during a Campus Closure day shall be paid time-and-one-half (1 ½) their regular rate of pay for their hours worked the portion of the day that the campus was closed.

The parties agree that a Remote Work/Learning Day that exceeds two (2) days is not a Campus Closure as defined above.

ARTICLE VII EMPLOYEE SECURITY

Section 7.1 Just Cause

No non-probationary employee shall be disciplined or suspended without pay or discharged from employment without just cause.

Section 7.2 Corrective Discipline

The College agrees to use its best efforts to follow corrective progressive discipline standards. The College reserves the right to impose discipline, which is commensurate with the type and severity of the employee's offense, and to suspend or discharge an employee as the initial disciplinary sanction if the severity of the employee's misconduct warrants significant disciplinary action or discharge. Once the measure of discipline is imposed, it shall not be increased.

Section 7.3 Pre-Disciplinary Meeting

Except when detrimental to the general welfare of the College, any non-probationary employee shall have the opportunity prior to discharge or suspension without pay to request Labor Council representation at a pre-disciplinary conference with the Chief of Police. At the pre-disciplinary conference, the employee shall be apprised of the reasons for dismissal or suspension without pay and shall have an opportunity to respond to the reasons provided by the Chief of Police.

Section 7.4 Personnel Files

An employee shall have the right to examine his personnel file in the College's personnel office in accordance with College policy and the Illinois Personnel Records Review Act. Such request shall be made in writing and shall be honored without undue delay if made during normal business hours. A designee of the College Administration may be present during such review and inspection of the personnel file. The employee may request copies of documents in his personnel file at the employee's expense, consistent with College policy.

Section 7.5 Personal Assets

No employee shall be required or requested to disclose any item of his property, income, assets, source of income, assets, debts or personal or domestic expenditures (including those of any member of his family or

household) unless such information is necessary in investigating a possible conflict of interest with respect to the performance of his official duties, in an internal investigation with regards to the employee's assets, or as required by Federal, State or County Law or court order or subpoena.

Section 7.6 Document Review

The Labor Council or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance, at reasonable times with the employee's consent, in accordance with applicable state and federal law.

Section 7.7 Release of Information

No photograph or personal information about an employee will be disclosed by the College to the media or general public at any time during the term of this contract, unless the employee approves of such disclosure in advance of its release. Such disclosures will also include an employee's home address and home telephone number. This section does not prohibit photographs taken for publicity purposes and does not prohibit disclosures as required by state and federal law.

ARTICLE VIII GRIEVANCE PROCEDURE

Section 8.1 Purpose

It is the purpose of this Grievance Procedure to resolve as promptly and as expeditiously as possible any allegations by an employee or the Labor Council of misinterpretation of this Agreement.

Section 8.2 Definitions

- (1) A "grievance" shall mean an allegation by an affected employee or the Labor Council that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.
- (2) As used in this Article, "days" shall mean days the College's Administrative Offices are open.

Section 8.3 Labor Council Representation

An employee may have Labor Council representation at any meeting, hearing or appeal related to a grievance which has been formally presented.

Section 8.4 Time Limits

The failure of the grievant to act on any grievance within the prescribed time limits will act as a bar to any further appeal within the grievance procedure or otherwise. If the designated representative of the College shall neglect to proceed or render a decision within the time limits, the grievance may be advanced to the next step of the grievance procedure. Time limits may, however, be extended by mutual written agreement.

Section 8.5 Procedures

The party asserting a grievance shall attempt to resolve the problem through informal communication with the immediate supervisor.

- Step 1.** If the informal process shall fail to resolve the problem, the grievant(s) may formally present the grievance in writing to the Sergeant who will arrange for a meeting to be held within seven (7) days to review the grievance. The formal written grievance shall clearly identify the grievant(s), summarize all relevant facts, identify all provisions of the Agreement allegedly violated, and describe the remedy which is being requested. The filing of the formal written grievance at this step must be within seven (7) days of the date of the occurrence giving rise to the grievance or from the date when the grievant might reasonably have become aware of the occurrence. The Sergeant shall provide a written response to the grievant with a copy to the Labor Council within seven (7) days of the meeting.

- Step 2.** If the grievance is not resolved at the preceding step, the Labor Council and/or the grievant may refer it to the Chief of Police by filing the Step 2 grievance appeal in writing within seven (7) days of receipt of the response from Step 1. The Chief of Police will arrange for a meeting to be held within seven (7) days of such referral to review the grievance. Each party shall have the right to include in its presentation of facts such witnesses as it deems necessary to develop facts pertinent to the grievance. A written response shall be provided to the grievant with a copy to the Labor Council within seven (7) days of the Step 2 meeting.
- Step 3.** If the grievance is not resolved at the preceding step, the Labor Council may refer it to the appropriate Vice President or designee by filing the Step 3 grievance appeal in writing within seven (7) days of receipt of the response from the Chief of Police. The Vice President of Operations or designee will arrange for a meeting to be held within seven (7) days of such referral to review the grievance. Each party shall have the right to include in its presentation such witnesses as it deems necessary to develop facts pertinent to the grievance. A written response shall be provided to the grievant with a copy to the Labor Council within seven (7) days of the Step 3 meeting.
- Step 4.** If the grievance is not resolved at the Vice President of Operations' level, the Labor Council may submit it to binding arbitration, provided written notice of the arbitration appeal is filed with the President within fifteen (15) days of the Step 3 response, or if no Step 3 response was filed, within fifteen (15) days of the last day on which the Step 3 response was due. The College and Labor Council representative shall jointly select an arbitrator who is mutually agreeable to both parties. In the event the parties are unable to agree upon the arbitrator within said fifteen (15) day period, the parties shall jointly request a panel of seven (7) National Academy Arbitrators from Federal Mediation and Conciliation Service. The College and the Union shall alternate striking names from the panel list until one (1) name remains and that remaining name shall be the chosen arbitrator. The order of alternate striking shall be determined by a coin toss. Prior to the initiation of the striking process for each grievance, either party may request one (1) replacement panel of seven (7) National Academy Arbitrators from the Federal Mediation and Conciliation Service.

The Arbitrator, in his opinion, shall not amend, modify, nullify, ignore, or add to the provisions of this Agreement. His authority shall be strictly limited to deciding only the issue or issues presented to him by the College and the Labor Council, and his decision must be based solely upon his interpretation of the meaning or application of the express language of this Agreement.

The fees and expenses of the Arbitrator and the Federal Mediation and Conciliation Service shall be shared equally by the College and the Labor Council. The parties likewise shall share the expense of any transcript, which they may jointly request, but all other expenses which may be incurred by either party shall be borne by that party.

Section 8.6 Verbal and Written Warning Appeal Process

The parties agree that although there shall be no grievances filed by the Union or employees when they pertain to verbal or written warnings, the parties also agree that in an effort to have them reversed, verbal or written warnings shall be appealed in the following manner:

Verbal Warnings: If an employee is issued a verbal warning, the employee and/or Union Representative may appeal it by scheduling a meeting with his Immediate Supervisor within five (5) days. If the matter is not resolved at the Immediate Supervisor level, the employee and/or Union Representative may appeal it with the Chief of Police, within five (5) days. If the matter is not resolved at the Chief of Police level, there shall be no further appeal.

Written Warning: If an employee is issued a written warning, the employee and/or Union Representative may appeal it by scheduling a meeting with his Immediate Supervisor within five (5) days in an attempt to resolve the matter. If the matter is not resolved at the Immediate Supervisor level, the employee and/or Union Representative may appeal it with the Chief of Police within five (5) days. If the matter is still not resolved at the Chief of Police level the employee and/or Union Representative may appeal it with the Director of Human Resources within five (5) days. If the matter cannot be resolved at the Human Resources level, there shall be no further appeal.

After one (1) year, and barring no similar problems occur, an employee may request the Director of Human Resources to remove the verbal warning from their file.

After two (2) years, and barring no similar problems occur, an employee may request the Director of Human Resources to remove the written warning from their file.

ARTICLE IX NO STRIKE OR LOCKOUT

Section 9.1 No Strike

Neither the Labor Council nor any officers, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, slowdown, sit-down, concerted stoppage of work, concerted refusal to perform overtime, mass absenteeism, or any other intentional interruption or disruption of the operations of the College during the term of this Agreement. Any employee who violates this provision may be discharged or otherwise disciplined by the College. In addition, Labor Council officers and representatives will use their best efforts to ensure and compel employees' compliance with this provision by informing the employees of their contractual obligations and directing them to return to work in the event of violation of this no strike clause. The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 9.1 is whether the employee actually engaged in such prohibited conduct or whether the Employer violated Section 9.1 of this Article.

Section 9.2 No Lock Out

The College will not lock out any employee during the term of this Agreement as a result of an actual or anticipated labor dispute with the Labor Council.

ARTICLE X SENIORITY, LAYOFF AND RECALL

Section 10.1 Definition of Seniority

Seniority shall be defined as the length of continuous uninterrupted employment at the College as a full-time police officer from date of hire.

Section 10.2 Layoff

If the College determines that a reduction-in-force of full-time police officers is necessary, resulting in a decrease in the number of employees covered by this Agreement, the sequence of layoffs due to the reduction-in-force shall be based upon seniority. Employees with the least seniority as defined in Section 10.1 above shall be subject to layoff first. Employees on layoff status shall not accrue additional seniority during the period of any layoff. If it is determined that layoffs are necessary, all part-time/temporary auxiliary Officers will be laid off first, then probationary full-time Officers prior to any full-time non-probationary Officers being laid-off. The College will notify the Labor Council of the employees subject to layoff at least thirty (30) days prior to approval of the reduction-in-force decision by the College's Board of Trustees in order to afford the Labor Council an opportunity to propose alternatives to the layoff. The College will not hire additional police officers without first informing any officers on layoff of their right to recall pursuant to Section 10.3 below.

Section 10.3 Recall

If the College reinstates any of the full-time police officer positions which were previously subject to layoff pursuant to reduction-in-force within twelve (12) months of the effective date of the layoffs, any such positions shall first be offered to employees who are subject to layoff from such positions in reverse order of layoff. Any employee who is reinstated pursuant to recall shall not accrue additional seniority until the employee recommences work upon reinstatement after the reduction-in-force. Any such offers of recall shall be transmitted in writing and delivered by certified mail to the employee's last known mailing address. If the employee subject to recall rejects the offer of reinstatement or does not respond to such offer of reinstatement within ten (10) calendar days of the date of mailing, the College's recall obligation shall be terminated and the employee removed from the recall list.

ARTICLE XI SICK LEAVE

Section 11.1 Sick Leave

A regular full-time employee shall be entitled to one hundred twenty (120) hours of paid leave each contract year for sick leave and personal leave. Full-time employees who work less than a twelve (12) month contract year shall be granted a pro-rated amount of paid sick leave based upon the duration of their employment during the contract year. Sick leave may be utilized in cases of an employee's or immediate family members' personal illness or injury, serious health condition, quarantine at home, or death in the immediate family or household. "Immediate family" is defined as the employee's spouse, child, brother, sister, or parent, wherever they may reside, or other person living in the same dwelling unit. The employee may be required, at the College's expense, to provide medical certification from a health care provider for any sick leave absence which extends at least three (3) consecutive scheduled work days, or as a result of a serious health condition of a member of the employee's immediate family or household, or as the College may deem reasonably necessary in other instances. Sick leave may be utilized in minimum increments of fifteen (15) minutes. Sick leave accrues indefinitely during employment at RVC. Unused sick leave may be used to purchase additional service time with the State University Retirement System (SURS).

Section 11.2 Personal Leave

A full-time employee shall be granted twenty-four (24) hours of the one hundred twenty (120) hours each contract year for personal leave. Full-time employees who work less than a twelve (12) month contract year shall be granted a pro-rated allotment of personal leave hours based upon the duration of their contracted work year. Personal leave may be utilized only for urgent personal matters which the employee cannot otherwise attend to during non-working hours or for bona fide religious holidays or observances. Personal leave will not be approved for any work day immediately before or after a holiday or vacation period. An employee requesting personal leave must obtain prior approval from the Chief of Police except in the event of a personal emergency when such approval shall be requested as soon as practicable thereafter. Any unused personal leave in excess of seventy-two (72) hours shall be added to the employee's accumulated sick leave. Personal leave may be utilized in minimum increments of fifteen (15) minutes.

Section 11.3 Officer Pregnancy

The College shall follow the applicable State Statutes, specifically Section 775 ILCS 5/2-102(I), (J), as amended, and any applicable Federal Statutes with regards to officers that become pregnant. If an officer wishes to use the benefits under those Statutes, she shall notify the Chief of Police in writing.

ARTICLE XII ADDITIONAL LEAVE OF ABSENCE

Section 12.1 Unpaid Discretionary Leave

The College may grant a long-term leave of absence without pay for a period of up to one (1) year based upon the College's discretionary determination that there is good and sufficient reason for granting the leave of absence request. Each employee's request for a long-term discretionary leave of absence shall be

decided on its own merits and any such leave of absence approval shall be entirely non-precedential. The employee must submit written application for the long-term unpaid leave of absence to the Chief of Police at least ninety (90) days prior to commencement of the leave of absence. An employee on a long-term leave of absence shall not accrue additional seniority but shall be allowed to participate in the College's group insurance plan provided the employee shall make timely advance payments of the full cost (employee and employer portions) due for such insurance to the designated College office. Upon written confirmation that the employee desires to return to his position after expiration of the leave of absence, the employee shall be reinstated in the same or substantially similar position, if such position becomes available within sixty (60) calendar days from termination of the leave.

Section 12.2 Military Leave

An employee, who is a member of an Armed Forces Reserve or National Guard Unit, when ordered to annual reserve drill, any training, or active duty for deployment of forces, shall receive pay and benefits in accordance with all current applicable state and federal laws.

Section 12.3 Benefits While On Leave

During the approved leave of absence except for military leave, or layoff under this Agreement, the employee shall be entitled to coverage under applicable group and life insurance plans to the extent provided in such plan(s), provided the employee makes arrangements for the change and arrangements to pay the entire insurance premium involved, including the amount of premium previously paid by the Employer.

Section 12.4 Family and Medical Leave Act

Qualified employees shall be eligible for a 12-week leave of absence based upon any qualifying event as defined by the Family and Medical Leave Act ("FMLA"). During the FMLA leave period, the College shall maintain the employee's group health insurance benefits under the same conditions as if the employee were actively employed by the College. The employee may elect the sequence of accrued leave time used from the employee's accumulated leave time (e.g., sick leave, vacation leave, personal leave, etc.).

ARTICLE XIII HOLIDAYS/VACATIONS

Section 13.1 Holidays

A regular full-time employee shall be entitled to the following twelve (12) paid holidays:

1. New Year's Eve
2. New Year's Day
3. Martin Luther King Day
4. Good Friday
5. Memorial Day
6. Juneteenth
7. Independence Day
8. Labor Day
9. Thanksgiving Day
10. Day after Thanksgiving
11. Christmas Eve
12. Christmas Day

The College reserves the right to change the dates these twelve (12) holidays will be observed by the College.

Section 13.2 Holiday Compensation

Regular work shifts and minimum staffing will be maintained during all holidays. A regular full-time employee required to work on a holiday will be paid two (2) times their regular rate of pay for the hours

worked provided, however, the employee will not be paid overtime compensation in addition to the holiday premium pay.

Section 13.3 Injury Leave

Any officer who sustains an injury in the line of duty which renders him unable to perform his assigned duties shall be entitled to continuation of their regular wages without loss of benefits in accordance with the Continuation of Compensation for Law Enforcement Officers Act (5 ILCS 345-1).

Section 13.4 Light Duty

When employees are injured off the job and will be unable to perform their regular duties for a lengthy period of time, the Police Department, at its discretion, will provide light duty to employees.

Employees who are injured off the job must submit a Return to Work Authorization form completed by their doctor certified health care provider before returning to work. If the doctor has not released the employee completely from care, but has light duty for his or her work within specified guidelines, the Chief may assign light duty subject to management approval and light duty will not be unreasonably denied under the following specifications:

The availability of light duty is dependent upon the availability of a task to perform and is assigned at the discretion of the Chief.

The work the employee performs must be within the physical limitations prescribed by the employee's and/or College's physician.

The light duty normally shall not exceed a period of six (6) weeks. If at the end of that time, the employee is still not released for regular duty, he or she must resume the use of sick leave or other leave provision or be re-evaluated by his and/or the College's physician for a determination as to when he will be able to return to work. Continued assignment to light duty beyond six (6) weeks is the exception rather than the rule and shall be made after consideration of all the circumstances, including the physician's re-evaluation and prognosis and these specifications.

The College will make the determination as to whether the employee will be required to submit to an examination by a physician of the College's choice.

Employees must realize the light duty assignment may be available at sometimes and not at others. The College will only attempt such assignments when the work exists, and the employee's skills are appropriate to the work to be done. If light duty work is available and if the employee is capable of performing the light duty work, the college reserves the right to assign the employee to a light duty assignment.

Section 13.5 Welfare and Death Benefit

The College shall be responsible for providing full-time police officers with any vaccinations required by law and shall pay the cost of the vaccinations of the officer's family or household members who are subject to exposure to a contagious disease as a result of the officer's involvement in an occurrence or incident. The College shall pay the reasonable funeral and burial expenses of a police officer who is killed while acting within the scope of their duties for the College.

Section 13.6 Vacations

Regular full-time employees shall be entitled to the following vacation leave allotment according to their service with the College:

Year of Employment	Hours of Paid Vacation
0-1	40 hours
1-5	80 hours
6-10	120 hours
11+	160 hours

If the College closes for the Christmas to New Year's holiday period, the College will designate a number of days in this period as vacation days. Employees who are required to work during the period the College is closed between Christmas and New Year's Day shall be permitted to adjust their regularly assigned work schedule with other employees subject to approval of the Chief of Police. Vacation leave may be utilized in minimum increments of fifteen (15) minutes.

A maximum of one hundred sixty (160) hours of accrued unused vacation can be accumulated and carried over until the end of the calendar year. Any accrued vacation time in excess of one hundred sixty (160) hours shall be forfeited.

Section 13.7 Vacation Scheduling

Written requests for vacation leave must be submitted to and approved by the Chief of Police. Vacations will be scheduled to avoid multiple employees taking vacation at the same time and to ensure a reasonable staffing level to meet operational requirements of the College's Police Department. In determining priority for approval of vacation requests, employees with the greater seniority as defined in Section 10.1 will be granted preference provided, they submit their vacation requests within the first thirty (30) days (by July 31) of each contract year. Vacation requests submitted after July 31 shall be prioritized based upon the order submitted with the earliest requests granted preference.

Section 13.8 Jury Duty

Employees who serve on jury duty or serve as a subpoenaed witness shall be paid their regular salaries. Mileage paid to those serving on jury duty or subpoenaed as a witness can be retained by the employee. Appearance fees payable by the court, may be kept by the employee.

ARTICLE XIV UNIFORM ALLOWANCE

Section 14.1 Uniform Allowance

The College will provide all newly hired full-time police officers with new uniforms, bulletproof vests, vest carriers and weapons, including duty gear. The College will designate a local cleaning service for the police officers to send their uniforms for cleaning at the College's expense. The College will replace uniforms which are damaged while in the performance of assigned duties. Damage to uniforms or duty gear will be documented by the officer in a memorandum to their sergeant, explaining the nature in which the damage occurred. The sergeant will approve all uniform replacement requests that are determined to be valid.

Each officer will receive in an account with the department approved vendor \$1,000 for the purpose of purchasing and maintaining their uniform, duty gear, and duty footwear in accordance with department standards. The minor repair and maintenance of uniform items resulting from normal wear and tear shall be the responsibility of the officer utilizing this account. This account will be established on July 1st of each contract year. Unused funds from one year will not be carried over to the next year.

Newly hired full-time officers will not receive a clothing allowance for the initial twelve (12) months of employment. Upon completion of the twelve (12) month initial period of employment, the officer will receive a prorated sum from the amounts listed above (computed using number of full months between the officer's anniversary date and the next June 30th).

Bulletproof vests will be replaced by the department in accordance with manufacturer warranty.

All uniforms and equipment provided by this department in accordance with this section remain the property of Rock Valley College, are subject to inspection, and shall be returned to Rock Valley College upon termination of employment.

Section 14.2 - Uniform and Equipment Review

The College and the Labor Council mutually agree to meet semi-annually or as needed in accordance with Article III to review approved vendors and locations and to discuss modification of police uniforms, equipment and cleaning services with department standards.

ARTICLE XV INSURANCE

Section 15.1 Health/Dental Insurance

The Board shall provide employee, employee plus spouse, employee plus child(ren), and family coverage of prescription drugs, medical, vision care, and dental benefits as defined by the Rock Valley College Benefit Plan (RVCBP). Spouses or domestic partners of employees may not take insurance through the College's plan if they may obtain (or are offered) health insurance through the spouse's or domestic partner's employer. Employees whose spouse or domestic partner seeks coverage under the College plan must complete an affidavit attesting under oath that they do not have and have not been offered or cannot obtain health insurance under their employer plan said affidavit is set forth in Appendix A.

Employees have the right to refuse participation in the RVCBP and/or the dental benefits as provided by RVCBP. Refusal must be in writing.

New employees will be eligible for participation in the RVCBP on the 1st day of the month after the hire date of full-time employment. Eligibility requirements and an explanation of benefits are contained in the booklet titled "The Rock Valley College Benefits Plan" as modified in accordance with Appendix A.

Cost associated with the RVCBP is determined by the College's Health Insurance Consultant.

For all health and dental insurance plans offered by the College, the premium costs shall be divided between the College and FOP employee. The College shall contribute 77.5% (employee share 22.5%) of premium cost for Individual plans and 75% (employee share 25%) premium cost for dependent/spousal plans. If FOP employees enroll in a corresponding wellness program, the College shall increase its premium contribution to 80% for individual plans and 77.5% for dependent/spousal plans.

Section 15.2 Insurance Committee

A joint administration, bargaining unit and non-bargaining unit employee committee shall be maintained to make recommendations to the Board and the RVCFA regarding methods to improve College insurance program plan design and to monitor all insurance issues as they occur. The committee will be comprised of equal representation from the administration, each bargaining unit and other employees. The Board will have final approval authority over any recommendations arising from the Insurance Committee. The Board shall not implement any change(s) to the College's health insurance program without a recommendation from the Insurance Committee unless otherwise negotiated and agreed to by the parties and except in cases where changes to the College's insurance program are required by law.

Section 15.3 Life Insurance

The Board shall provide term life, accidental death and dismemberment insurance in the amount of two times each employee's annual salary rounded to the next highest \$1,000 - up to a maximum of \$100,000 for each employee. There is a ninety (90)-day waiting period from the date of employment before the insurance becomes effective.

**ARTICLE XVI
COMPENSATION**

Section 16.1. Wages

The established base for new hires will be \$57,000 effective upon ratification. The base for new hires will increase by \$1,000 on July 1 of each year of this Agreement.

On July 1 of each year of this Agreement, employees will receive the following wage increases:

Year 1 (July 1, 2023)	Year 2 (July 1, 2024)	Year 3 (July 1, 2025)	Year 4 (July 1, 2026)
6.0%	4.0%	3.75%	3.25%

Longevity Bonus: Existing FOP members, as of the date of ratification of this Agreement, shall receive a longevity bonus paid in Year 1 in the amount of \$2,000. Existing FOP members as of July 1, 2024 shall receive a longevity bonus of \$1,500. Existing FOP members as of July 1, 2025 shall receive a longevity bonus of \$1,250. Existing FOP members as of July 1, 2026 shall receive a longevity bonus of \$750. These bonuses will not be added to the employees' base salary amount. These bonuses will be paid in the second pay period of each new fiscal year.

Section 16.2 Lateral Transfers

New full-time officers hired with at least three (3) years of full-time police service without a break in such service greater than two (2) years, shall be hired at a rate of pay that does not exceed the lowest paid existing lateral transfer. These placements shall be for wages only and not for seniority, or any other accrued benefits.

Section 16.3 Field Training Officer Pay

Officers designated as a Field Training Officer (FTO) shall receive a stipend equal to one (1) additional hour of pay at time and one-half (1 ½) their regular rate of pay for each full day (consisting of one-half (1/2) or more of the officer's shift) of training. An officer who serves for less than one-half (1/2) of the shift shall receive one-half (1/2) of the stipend equal to an additional hour of pay at time and one-half (1 ½) their regular rate of pay for FTO duties.

This pay shall also apply to officers assigned as instructors while they are conducting training at the request or direction of the Chief.

Officers performing FTO duties while at the same time providing other instruction at the request or direction of the Chief shall receive a stipend equal to one (1) additional hour of pay at double time (2x) their regular rate of pay for each full day (consisting of one-half (1/2) or more of the officer's shift) for dual instructional training. An officer who serves for less than one-half (1/2) of the shift shall receive a stipend equal to one-half (1/2) an additional hour of pay at double time (2x) their regular rate of pay for dual instructional duties.

Section 16.4 Shift Differential Pay

Employees working hours between 6:00 p.m. and 6:00 a.m. shall receive \$2.00 per hour in additional pay.

Section 16.5 Officer in Charge Pay

Any employee assigned as an officer in charge (OIC) for all, or any part, of a shift shall be compensated at the rate of \$2.50 for each hour the employee acts in that capacity. The senior officer working any patrol shift in which there is no sergeant, deputy chief or chief of police working shall be designated as the officer in charge (OIC) until relieved by command, a more Senior Officer or supervisory personnel. The OIC shall be expected to perform all duties assigned to patrol officers, in addition to duties as prescribed by department procedures.

Section 16.6 Education Stipend

Any full-time officer achieving the completion of a higher education degree shall receive a one-time stipend, which will not be added to the officer's base salary, of \$400 for an Associate's degree and \$800 for a Bachelor's degree.

Officers previously compensated by earlier CBA shall receive an adjusted dollar amount equal to the current stipend within ninety (90) days of the CBA ratification.

Section 16.7 Community Services Officers

Employees who are hired as Community Services Officers (CSO's) by the College Police Department, but have not received training at a State of Illinois Police Training Academy (the "Academy") will work as CSO's while they await Academy training.

The parties understand and agree that the CSO's are civilian positions and do not have any rights or authority as a police officer. Further, CSO's are not a union position. It is a temporary position, until the individual becomes admitted to the Academy. A CSO who does not become admitted to the Academy will not remain employed by the College.

ARTICLE XVII DRUG AND ALCOHOL TESTING

The parties agree that all new Rock Valley College Police Department officers must satisfactorily pass a pre-employment drug screening.

ARTICLE XVIII MISCELLANEOUS

Section 18.1 Training

Every reasonable effort will be made to schedule each officer for a minimum of twenty (20) hours of training each year and to equally distribute such training. All training completed during time which the officer is being paid by the College shall be counted toward the above minimum hours.

Section 18.2 Travel Expenses and Training

Officers assigned to attend training will be reimbursed for travel related expenses in accordance with the Internal Revenue Service guidelines. When using a personal vehicle, the distance that qualifies as reimbursable would be the portion that exceeds the normal daily commute (home to work or work to home). When using personal vehicles, assigned training sites shall be considered the reporting place for the day, unless otherwise approved by the Chief or his designee. Officers will be paid for time spent travelling when departing from and returning to a College location.

Officers assigned to training during their normal scheduled duty shift shall work the number of hours of their assigned shift, even if the training time is less than the number of hours of the shift. The remaining hours may be taken off as vacation, comp, or personal time if approved by the Chief or his designee. For example, if an officer is normally assigned to work a ten (10) hour shift and training and travel time, if applicable, during that shift totals six (6) hours, the officer is required to work the remaining four (4) hours.

Section 18.3 Safety Working Conditions

The College shall make reasonable provisions for the safety in the workplace. The employees will abide by the health and safety rules of the College. The Labor Council shall designate one (1) Council representative to serve the College's Risk Management Committee. The College's Risk Management Committee will meet periodically, in order to assist management in maintaining a safe workplace. Employees shall ensure employee cooperation with safety rules.

Section 18.4 Voluntary Physical Fitness Program

Officers may continue to participate in the Voluntary Physical Fitness Program, as it has been previously and currently practiced. Any change to the program will be developed with input from representative(s) from the Labor Council.

Section 18.5 Secondary Employment

All employees holding or seeking to hold secondary employment in the law enforcement related field shall notify the Chief of Police of the place of employment.

The parties recognize that it is in the best interest of everyone at the College to have an alert work force. More specifically, employees may engage in secondary employment or self-employment subject to the following conditions.

The employer’s uniform, badge, issued weapons, or equipment may not be utilized unless specifically approved by the Chief.

An employee may not engage in any secondary or self-employment which results in a conflict of interest with his/her job duties for the College.

An employee may not engage in any secondary or self-employment which is prohibited by law or negatively reflects on the College.

**ARTICLE XIX
ENTIRE AGREEMENT**

This Agreement constitutes the complete and entire agreement between the parties. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement. The parties acknowledge that during the term of the contract Rock Valley Community College retains the right to make changes that are not specifically addressed in this contract, and the Union retains the right to bargain the impact of those changes.

The terms and conditions set forth in this Agreement may be altered, changed, added to, deleted from, or modified only through voluntary, mutual consent of the parties and a written amendment to this Agreement.

**ARTICLE XX
SAVINGS CLAUSE**

In the event that any article, paragraph, section, or sub-section of this Agreement shall be held invalid and unenforceable by the Illinois Educational Labor Relations Board (IELRB) or any court of competent jurisdiction, or by any change in any subsequently enacted federal or state legislation which would prohibit or nullify any section, subsection or portion of this Agreement, such decision or enactment shall apply only to the specific section, subsection or portion thereof specified by the IELRB or court decision, or change in law, and the remaining parts and portions of this Agreement shall remain in full force and effect. Upon issuance of such a decision, the Employer and the Labor Council agree immediately to begin negotiation on a substitute for the invalidated Article, Section or portion thereof.

**ARTICLE XXI
DURATION**

Section 21.1 Term of Agreement

This Agreement shall be effective from the date of its execution by both parties or as otherwise specifically indicated in this Agreement and shall remain in full force and effect until June 30, 2027. Any party desiring to modify this agreement at its expiration shall provide the other party with such notice at least one hundred twenty (120) days prior to the expiration of the Collective Bargaining Agreement.

Section 21.2 Continuing Effect

Notwithstanding any provision of this Article or Agreement to the contrary, the terms and conditions shall remain in full force and effect after any expiration date while negotiations are continuing for a new Agreement.

**Board of Trustees, Rock Valley College
District 511**

Maria Cardenas Cordero
Board Chair Date

Robert Singer 8/22/23
Secretary Date

**Illinois Fraternal Order of Police,
Labor Council**

Pete Balderas B.G. 8/9/23
Pete Balderas Date

FOP Labor Council

Marc Rubert 8/9/23
Marc Rubert Date
Unit Steward

APPENDIX A

ROCK VALLEY COLLEGE GROUP HEALTH AND DENTAL PLAN Domestic Partnership Affidavit

DECLARATION

We, _____ and _____
(Member - PRINT NAME) (Domestic Partner – PRINT NAME)

certify and declare that we are domestic partners in accordance with the following criteria and that we, and our dependent children, are eligible for Medical, Vision, Pharmacy, and Dental benefits under the Rock Valley College Health Insurance Plan.

DOMESTIC PARTNER CRITERIA

We are each other's sole domestic partner and intend to remain so indefinitely.

We understand that if the Domestic Partner's coverage is terminated due to non-payment of premium, the Member cannot re-enroll the Domestic Partner until the next Open Enrollment

Neither of us is currently married or legally separated.

We are at least nineteen (19) years of age and mentally competent to consent to this affidavit.

We have continuously resided together in the same residence for at least twelve (12) months and intend to do so indefinitely.

We are unrelated and share a committed and mutually dependent relationship with each other that is consistent with that of a married couple.

We are jointly responsible for each other's common welfare and share financial obligations.

TAX CONSEQUENCES OF DOMESTIC PARTNER AS A DEPENDENT

We understand that it is our responsibility to consult a tax advisor before certifying that the Domestic Partner is a dependent as defined by the Internal Revenue Code. We understand that by answering "YES, my Domestic Partner qualified as my dependent for Federal income tax purposes" on the Domestic Partner Enrollment form, contributions made for the Domestic Partner's coverage will be on a pre-tax basis and will not be reported as imputed income on the Member's W2. We understand that by answering "NO, my Domestic Partner does not qualify as my dependent for Federal income tax purposes," contributions made for the Domestic Partner's coverage will be on a post-tax basis and will be reported as imputed income on the Member's W2.

CHANGE IN DOMESTIC PARTNERSHIP

We understand that we are required to notify Rock Valley College within thirty-one (31) days of a change in our status as domestic partners as required by submitting a Termination of Group Insurance Coverage for Domestic Partner form to the agency Group Insurance Representative (GIR).

We understand that if we elect to terminate the Domestic Partner's coverage for such reasons as the Domestic Partner becoming eligible for other coverage, or the Domestic Partner becomes ineligible for the Rock Valley College Group Insurance Program (for example, relationship terminates, either partner marries, etc.), coverage under the Program will be terminated as of the signature date on the Termination of Group Insurance Coverage for Domestic Partner form.

DOMESTIC PARTNER DOCUMENTATION

To qualify for eligibility, the following documentation must be provided to Rock Valley College:

- Signed Affidavit of Domestic Partnership
- Designation of domestic partner as a beneficiary for RVC life insurance and SURS retirement contract.

ACKNOWLEDGEMENTS

We understand that any person/employer/insurer/claims administrator who suffers any loss due to false statements contained in this Affidavit may bring civil action against either or both of us to recover their losses, including reasonable attorney's fees.

We have provided the information in this Affidavit for use by Rock Valley College for the sole purpose of determining eligibility for domestic partner benefits. We understand that this information will be held confidential and will be subject to disclosure only upon our express written authorization, pursuant to a court order or if there is a compelling business need to have access to the information.

We understand that this Affidavit may have legal implications relating to, for example, our ownership of property or taxability of benefits provided, and that before signing this Affidavit, it is our responsibility to seek competent legal and accounting advice concerning such matters.

We agree to reimburse Rock Valley College for any and all liability including, without limitation, taxes, penalties or losses (including reasonable attorney's fees), that Rock Valley College may incur arising out of its reliance on this affidavit if it is untrue in any respect or if the required notice of termination is not filed.

APPENDIX A

**ROCK VALLEY COLLEGE GROUP HEALTH AND DENTAL PLAN
Domestic Partnership Affidavit**

We declare, under penalty of perjury under the laws of the State of Illinois that the assertions in this affidavit are true to the best of our knowledge

Member and Domestic Partner Address:

Member Signature: _____ Date: _____

Member Date of Birth: _____ Member SSN: _____

Domestic Partner Signature: _____ Date: _____

BENEFITS STAFF USE ONLY

Date: _____

Birth Certificate attached or Driver's License/State ID attached

Documentation Meets Requirements Yes No

If documentation does not meet requirements, indicate reason on lines below:

Signature: _____ Approval Date: _____

APPENDIX A

**ROCK VALLEY COLLEGE GROUP HEALTH AND DENTAL PLAN
WORKING SPOUSE/DOMESTIC PARTNER
CARVE-OUT FORM**

The Working Spouse/Domestic Partner rule requires employed spouses and registered domestic partners of covered employees to join their employer’s group health and dental plan (for at least “single” coverage) if credible coverage is available. Your spouse/domestic partner’s eligibility for plan coverage will not be considered until this form is fully accomplished and returned.

Complete this questionnaire if you wish to enroll your spouse/domestic partner for coverage under a RVC Group Health and Dental Plan.

Employee Name _____ Employee # _____
Spouse/Domestic Partner Name _____ SSN# _____ - -

Name of Spouse/Domestic Partner’s Employer _____

Please answer questions 1-4 below. (If you answer “No” to all questions, proceed to questions 4-5 below):

- Yes No My spouse/domestic partner is currently unemployed.
- Yes No My spouse/domestic partner is retired and is not actively employed.
- Yes No My spouse/domestic partner is self-employed and does not have access to a group health plan.

If you answered “Yes” to any of the above questions: Your spouse/domestic partner will be eligible for coverage under RVC Group Health and Dental Plan as long as the condition applies.

If you answered “No” to Question 1, 2, or 3, please answer the following question:

- Yes No My spouse/domestic partner is employed but does not currently have access to a group health plan.
- Yes No My spouse/domestic partner is employed, but does not currently have access to a group dental plan.

If you answered “Yes” to question 4 and/or 5: Page 2 of this form must be completed by a representative of your spouse/domestic partner’s employer and returned to your Rock Valley College Human Resources Department before your spouse/domestic partner plan coverage will be considered.

Employee Acknowledgment:

If my spouse/domestic partner’s employment status changes in the future, I understand that I am responsible for completing a new enrollment form and the Questionnaire for Health and Dental Coverage of a Spousal/Domestic Partner within 31 days of the employment status change. In addition, by my spouse/domestic partner’s signature below, authorization is given to his/her employer to release the required dependent information indicated on Page 2 of this form. I understand that failure to notify Rock Valley College of my spouse/domestic partner’s employment change or falsifying his/her employment status is fraud and could result in financial penalty, loss of coverage and/or possible termination of employment.

Employee Signature Date Contact Phone Number

Spouse/Domestic Partner’s Signature Date

Return completed form to your HR Department (forwarding information on Page 2)

APPENDIX A

**ROCK VALLEY COLLEGE GROUP HEALTH AND DENTAL PLAN
WORKING SPOUSE/DOMESTIC PARTNER
CARVE-OUT FORM**

Name of Rock Valley College Employee _____ Employee # _____

BELOW TO BE COMPLETED BY EMPLOYER OF SPOUSE/DOMESTIC PARTNER

Rock Valley College (RVC) Group Health and Dental Plan requires spouses/domestic partners of covered employees to join their employer's group health plan where such availability to coverage exists.

Spouse/Domestic Partner Name _____

Date of Birth: _____ Last Four of SS#: _____

PLEASE CHECK THE APPROPRIATE BOX BELOW:

Is your employee eligible for employer-sponsored health coverage that meets the minimum ACA requirement?

Yes No

Is your employee eligible for employer-sponsored dental coverage?

Yes No

Name of Employer

Employer Representative Signature

Date

Phone

Number _____

Printed Name & Title of Employer Representative _____

Direct inquiries and return completed form to:

Rock Valley College
Human Resources Department
3301 N. Mulford Road
Rockford, IL 61114-5699

Fax: 815-921-4769

APPENDIX B



GRIEVANCE

(use additional sheets where necessary)

Date Filed: _____
Department: _____

Grievant's Name: _____
Last First M.I.

Lodge/Unit No. / Year / Grievance No.

STEP ONE

Date of Incident or Date Knew of Facts Giving Rise to Grievance: _____

Article(s)/Sections(s) violated: _____

Briefly state the facts: _____

Remedy Sought: _____

Given To: _____ Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP TWO

Reasons for Advancing Grievance: _____

Given To: _____ Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

Lodge/Unit No. / Year / Grievance No.

STEP THREE

Reasons for Advancing Grievance: _____

Given To: _____ Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP FOUR

Given To: _____ Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given

Date

FOP Labor Council Representative



APPENDIX C

Dues Authorization Form

I, _____, understand that under the U.S. Constitution I have a right not to belong to a union. By my signature I hereby waive this right and opt to join the IL FOP Labor Council. I, _____ hereby authorize my Employer, The Rock Valley College of Trustees, Community College District 511, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. In addition, I authorize my employer named hereinabove to deduct from wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment, in such manner as it so directs.

Date:

Signed:

Address:

City:

State:

Zip:

Telephone:

Personal E-mail: _____

Employment Start Date: _____

Title: _____

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
Attn: Accounting
974 Clock Tower Drive
Springfield, Illinois 62704

(217) 698-9433

Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction. Please check with your tax preparer regarding deductibility.

APPENDIX D

**MEMORANDUM OF UNDERSTANDING
SUMMER FLEX HOURS PILOT PROGRAM**

This Memorandum of Understanding (“MOU”) is entered into between Rock Valley College (the “College”) and the Illinois Fraternal Order of Police Labor Council (the “Union”). This MOU is made to pilot a program for Summer Flex Hours during the life of the 2023-2027 collective bargaining agreement. The terms of this MOU are as outlined below.

1. Effective January 2024 and thereafter, if approved by the College Board, regular full-time employees shall be granted Summer Flex Hours each year of this Agreement to be used according to approved College Board policies.
2. Summer Flex Hours shall not create overtime opportunities for any officer and shall not count towards hours worked for overtime calculations.
3. Management reserves the right to approve or deny requests for Summer Flex Hours and the right to alter other officers’ schedules to accommodate requests for Summer Flex Hours.
4. At the end of the 2023-2027 collective bargaining agreement, the Chief of Police will make a recommendation to the Management Bargaining Team as to whether Summer Flex Hours should be included in the successor collective bargaining agreement.
5. Terms of this MOU are entirely non-precedential and will not constitute binding precedent or evidence of the status quo for purposes of bargaining any successor contracts or with respect to either party’s interpretation of the CBA.

College Representative

Union Representative