

ILLINOIS FOP LABOR COUNCIL

and

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS - SPRINGFIELD

**Sangamon County Lodge No. 55
Police Officers, Police Corporals,
Police Sergeants**

August 25, 2019 – August 20, 2022

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AGREEMENT

BY AND BETWEEN

**THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS**

AND

**ILLINOIS FRATERNAL ORDER OF POLICE (FOP)
LABOR COUNCIL**

**SANGAMON COUNTY LODGE NO. 55
POLICE OFFICERS, POLICE CORPORALS, POLICE SERGEANTS**

Effective August 25, 2019 – August 20, 2022

Springfield, Illinois

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**CONTRACT
BY AND BETWEEN
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS
AND
ILLINOIS FRATERNAL ORDER OF POLICE (FOP)
LABOR COUNCIL
SANGAMON COUNTY LODGE NO. 55
POLICE OFFICERS, POLICE CORPORALS, POLICE SERGEANTS**

ARTICLE 1 - ENTIRE AGREEMENT

This contract made and entered by and between the Board of Trustees of the University of Illinois, a public corporation (hereinafter referred to as "Employer"), and the Illinois Fraternal Order of Police (FOP) Labor Council, Sangamon County Lodge No. 55 (hereinafter referred to as "Union") representing certain staff employees of the Employer identified in Article 2 hereof.

In the acceptance of this Agreement, the parties recognize that numerous issues and proposals were raised in the bargaining process. Any issue or proposal not incorporated into this Agreement has been dropped by the parties. There are no agreements between the parties, written or oral, which are not expressly incorporated into this written Agreement. Each party agrees that the parties have reached this Agreement in good faith and that no unfair labor practice charges will be filed by either party concerning the negotiation process.

ARTICLE 2 - RECOGNITION - MEMBERSHIP

Section 2.1. Recognition

The Employer recognizes the Union as the sole and exclusive bargaining representative with respect to hours, wages, terms and conditions of employment for the bargaining unit consisting of the following position classifications:

Police Officer
Police Corporal
Police Sergeant

Section 2.2. New Classifications

In the event that the Employer seeks to add to the bargaining unit a position classification which may be appropriate to the bargaining unit, the parties agree to meet to discuss the inclusion of the position classification in the bargaining unit.

The parties agree that the change in title of a position classification in the bargaining unit shall not remove the position classification from the bargaining unit as long as the type of work performed by the position remains essentially the same and the Employer and the Union agree the position remains appropriate to the unit.

The final determination regarding the inclusion of additional position classifications in the bargaining unit or the continued inclusion in the bargaining unit of a position which has been affected by a change in title shall be solely within the jurisdiction of the Illinois Public Labor Relations Board.

ARTICLE 3 - GENERAL PROVISIONS

Section 3.1. Non-Interference

Neither the Employer nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union and there shall be no discrimination against any such employee because of Union membership or non-membership. The Employer shall not discriminate against, interfere with or restrain employees because of lawful activities on behalf of the Union or because of their exercise of any rights granted by the Board of Trustees.

Section 3.2. Prohibition of Union Activities during the Workday

During an employee's work time, neither the Union nor its members shall solicit membership or attend to any other Union matters not related to the administration of this Agreement.

Section 3.3. Bulletin Boards

The Employer agrees to furnish bulletin board space in a mutually agreeable area for the posting of Union notices relating to regular Union business. Such notices shall not be political or partisan in nature and shall not defame the Employer or any individual employed by the University. While not limited to the following, notices shall be such as: Union meetings, Union elections and appointments, results of Union elections recreational, social and educational programs.

Section 3.4. Required Meetings

In the event employees covered by this Agreement are required by the Employer to attend meetings, conferences, training, or undergo physical or mental examinations outside the regularly scheduled working hours and in addition to a normal day's work, such time shall be considered as time worked for the purpose of the workweek. Additionally, the Employer will provide transportation to any off-campus location(s) or reimburse the bargaining unit member for mileage to the off-campus location from the Police Department Building or the bargaining unit member's residence whichever produces the lower dollar amount. Reimbursement for mileage expense will be at the amount set forth in the Campus Administrative Manual.

Section 3.5. Attendance at National and State Union Meetings

To the extent that there is no interference with the operations of the Employer, a leave of absence without pay may be granted, to an employee who is elected, delegated or appointed to attend National or State Union conferences. Any requests for such leave shall be submitted in writing by the employee to the department head at least fifteen (15) working days in advance and shall be answered in writing no later than five (5) working days following the request. This leave provision shall be limited to one (1) employee per event and shall not exceed a total of forty (40) hours per year.

Section 3.6. Time-Off For Union Activities

Subject to the operating needs of the Employer, the Union Steward may be absent from work to attend (1) contract negotiations, (2) meetings with union officials regarding contract negotiations and/or contract administration, (3) meetings requested by the University Contract Administrator and/or Chief Negotiator for the University's bargaining team, (4) Union-Administration consultation meetings, (5) meetings conducted by the University Administration under Article 4 of this Agreement when Union representation has been requested by the bargaining unit member, and (6) meetings relative to the disposal of grievances, provided he/she has notified his/her supervisor in advance, specified the anticipated length of time to be absent from work and received permission for the period of absence from the supervisor.

Section 3.7. School and Seminar File

The Employer agrees to keep a written record in the individual bargaining unit member's departmental file which indicates which schools and seminars this member has attended. Upon request by a bargaining unit member, he/she shall be allowed to include in his/her departmental file any transcripts for college work or degrees obtained. Employees shall be permitted access to their personnel files maintained in the department and the Office of Human Resources. Departmental files include any official file kept by any senior officer.

Section 3.8. Employee Files

The Employer's personnel files and disciplinary history files relating to any bargaining unit member shall be open and available for inspection by the affected employee during regular business hours, with the consent of the Director of Human Resources or his/her designee.

Section 3.9. Employee Uniforms and Equipment

A. The Employer will furnish and replace uniforms as required. The basic uniform and equipment of the Police Officer, Police Corporal and Police Sergeant will consist of:

5 trousers	1 pair gloves
2 name tags	1 tie bar
5 summer shirts	1 nylon holder for latex gloves
5 winter shirts	5 pairs cycling shorts
1 weapon	5 pairs padded short liners
1 hat with rain cover	5 cycling shirts
1 pair handcuffs, key and carrying case	3 pairs cycling pants
1 fur cap	1 cycling rain jacket
1 ammunition carrier	1 pair cycling shoes
3 neckties	1 pair cycling gloves
1 baton with carrier	1 cycling helmet
1 flashlight with batteries	1 pair cycling glasses w/multiple lenses
2 chest badges	suitable for wearing in bright sun
1 whistle	or darkness of night
1 cap badge	1 prescription insert for cycling
1 raincoat	glasses if required
1 ID case with badge and ID card	1 nylon inner belt
1 winter sweater	1 nylon duty belt

1 portable radio holster	1 nylon cuff case (velcro closure)
1 traffic vest	1 nylon pepper spray holder (velcro closure)
1 pair of shoes	1 nylon baton holder
1 pair police boots	1 nylon key stray
1 winter jacket	4 nylon keepers
1 ballistic vest	1 nylon holster
Shoulder patches	1 nylon radio holder w/swivel
Pepper spray	1 nylon magazine case (single/double)
5 turtlenecks - either mock or full	6 v-neck T-shirts (annually)

- B. Bargaining unit members covered by the terms of this Agreement are required to wear ballistic vests provided by the Employer. Ballistic vests shall be worn at all times while employee is on duty.
- C. Each bargaining unit member will receive bi-weekly payment of \$25.00 toward the cost of cleaning his/her uniform. This monetary allowance will be included in the regular paychecks of each bargaining unit member.

Section 3.10. Repair/Replacement of Vision Assistance Items

The Employer agrees to repair or replace, as necessary, the eye glasses, contact lenses, and prescription sun glasses of bargaining unit members, if such are damaged or broken, while during the course of University duties the officer is required to exert physical force or is physically attacked by a person or persons.

Section 3.11. Monthly Department Head/Union Representation Meetings

The department head agrees to meet monthly as requested with an officer of the Union and one (1) other Union representative for the purpose of discussing matters of mutual concern relating to the interpretation, application or administration of this Agreement, sharing of general information of interest to the parties, and notifying the Union of changes in non-bargaining conditions of employment contemplated by the Employer which may affect employees. It is agreed by the Parties that grievances shall not be discussed at such meetings. These meetings shall be scheduled between 8:30 a.m. and 5:00 p.m. The Employer shall pay the Union representative in attendance his/her normal rate of pay.

Section 3.12. Job-Related Training

The department, within financial and operational considerations, will attempt to provide each bargaining unit employee covered by this Agreement with approximately forty (40) hours of job-related training each year. It is understood that the department head will determine departmental and individual training needs. It is further understood that in some cases total annual training for a Police Officer, Police Corporal or Police Sergeant may be in excess of forty (40) hours.

Section 3.13. Operational Manual Changes

The Employer agrees to place all Operational Manual changes for which any employee is responsible in writing to each employee.

Section 3.14. Employee Job Duties

Employees covered under this Agreement shall be required to perform only those duties that are consistent with and related to their position descriptions.

Section 3.15. Hazardous and Unsafe Police Vehicles

An on-duty Police Officer, Police Corporal or Police Sergeant who believes that an assigned police vehicle is hazardous and unsafe to operate is expected to notify the shift supervisor of the vehicle's condition. If the supervisor concurs with the officer's observation, the vehicle will be taken out of service until necessary repairs, as determined by the Employer, have been made.

At least one University patrol vehicle shall be equipped with a protective barrier between the front and rear seats. The Employer shall determine the type of protective barrier in any University police vehicle(s).

Section 3.16. On-Campus Visits by National or State Union Representatives

Authorized representatives of the National or State Union shall be permitted to visit the department during working hours to talk with officers of the local Union and/or the chief of the University Police Department concerning matters covered by this Agreement, provided that the officers or facilities are not needed for duty.

Section 3.17. Review of Time Sheets and Compensation Records

An officer feeling aggrieved over computation of pay may, with the consent of the Director of Human Resources or his/her designee (such consent will not be unreasonably withheld), be permitted to examine his/her own time sheets and compensating time records. Likewise, a Union representative with permission of a bargaining unit member shall have the same latitude under the same conditions when relating to a specific grievance pertaining to a dispute in any computation.

Section 3.18. Payment for Immunization Shots

The Employer agrees to pay expenses for inoculations for hepatitis A & B immunization shots for all bargaining unit members. In the event a bargaining unit member has direct exposure to a contagious disease while in the performance of his/her official duties, the Employer agrees to pay expenses for immunization shots for members of the bargaining unit member's immediate family (spouse and children living with the employee). The Employer shall pay such expenses only when the Employer's physician and the physician of the afflicted person determine immunization is essential and notify the Chief of the University Police Department. Contagious diseases are those defined by the Illinois Department of Public Health. This section applies only to the family members of the employee who are directly exposed.

Section 3.19. Event Staffing

The University will agree to utilize University Police for any event occurring on University property that is determined to require security. This does not prevent the University from supplementing the staffing if the necessary staffing is not available.

ARTICLE 4 - DISCIPLINE AND DISCHARGE

Section 4.1. Just Cause

No employee covered by the terms of this agreement shall be suspended or disciplined in any manner without just cause.

Section 4.2. Investigatory Inquiries/Interviews

Informal Inquiries, Formal Investigations, or Interrogations (oral or written) of Police Officers, Police Corporals and Police Sergeants shall be in accordance with the provisions of Appendix B of this Agreement and with the provisions of the Statute and Rules of the State Universities Civil Service System.

Section 4.3. Progressive Discipline

The parties recognize the principles of progressive and corrective discipline. The Employer's agreement to use progressive and corrective disciplinary action does not prohibit the Employer in any case from imposing discipline which is commensurate with the severity of the offense.

Section 4.4. Disciplinary Measures

Disciplinary action or measures shall include only the following:

1. Oral reprimand
2. Written reprimand
3. Suspension
4. Discharge

Section 4.5. Notification of Disciplinary Action

When disciplinary action other than an oral reprimand is imposed, the Employer shall notify the employee and the Union of the disciplinary action. Such notification shall be in writing and shall reflect the specific nature of the offense.

Section 4.6. Disciplinary History

All history of discipline will remain as part of the employee's official personnel file. However, oral warnings reduced to writing and/or written warning letters issued twenty-four (24) or more months prior to a current related disciplinary action, will not be considered in such current related disciplinary action provided that the employee has received no form of discipline during this twenty-four (24) month period.

Section 4.7. Discharge Proceedings

Any employee against whom discharge proceedings are initiated by the Employer shall be afforded the full rights granted by the Statute and Rules of the State Universities Civil Service System and its Procedural Guidelines.

Any other formal disciplinary action taken by the Employer against an employee shall be in conformity with the Civil Service Rules and shall be appealable through application of the Grievance Procedure contained in the Agreement.

Discharge decisions rendered by the State Universities Civil Service Merit Board shall not be subject to grievance or arbitration.

Section 4.8. Departmental Hearing

If after an investigation of an employee, the supervisor or an administrator chooses to recommend a suspension or discharge, the employee upon receipt of a copy of the written notice will be granted a departmental hearing if requested.

- A. Advance notice of at least forty-eight (48) hours will be given the employee and the departmental hearing will be held at a reasonable hour, preferably when the bargaining unit member is on duty. Additionally, the employee will be informed of persons who will be in attendance at the hearing and will receive copies of pertinent evidence to be presented. At the hearing the employee shall have the right to representation of the Union and/or counsel of his/her choosing who, with the employee, will be given the opportunity to question persons involved at the hearing and will be permitted to present testimony, written statements, witnesses and other pertinent evidence.
- B. If, after the hearing, the department chooses to recommend a suspension or discharge to the Director of Human Resources, the employee will be served, if possible, or mailed a copy of the recommendation.
- C. The Office of Human Resources hearing will be held at a mutually agreeable time and date within twenty-one (21) days of the employee's notification of his/her department's recommendation. The employee shall receive all pertinent documents at least five (5) days prior to the hearing. The employee may also be represented at the hearing by a representative of the Union and/or counsel of his/her choosing.

Section 4.9. Staffing During Formal Investigations

In the event of a formal investigation, the Employer may move the subject of the investigation provided that; if the person subject to being moved is on a day shift, they shall be moved to a day shift, or if the person subject to being moved is on the night shift, they shall be moved to a night shift.

The Employer must first seek a volunteer (from the same classification when possible) for the purpose of moving the employees between shifts. If no volunteer is found, the Employer may mandate the least senior employee in the same classification from a like shift. If there is no other employee in the same classification on a like shift, the least senior officer shall be mandated. Any exchange occurring under this section shall be limited to 30 calendar days, but may be extended if the investigation is ongoing. Upon the conclusion of the investigation, the employees that were switched will go back to their original shifts.

ARTICLE 5 - MANAGEMENT RIGHTS

Section 5.1. Overview

The Employer continues to retain, whether exercised or not, the sole right to operate and manage its affairs in all respects. Any power or authority which the Employer has not abridged, delegated or modified by the express provisions of the Agreement is retained by the Employer. The rights of the Employer, through its management officials, include, but are not limited to, the following:

- A. Determining the overall budget of the employer;
- B. Determining control and exercise discretion over the organization and efficiency of operations;
- C. Directing the employees, including the right to assign work;
- D. Hiring, examining, promoting, training and scheduling employees in positions with the employer;
- E. Suspending, demoting, discharging, or taking other disciplinary action against the employees for just cause;
- F. Increasing, reducing, changing, modifying or altering the composition and size of the workforce with the proper notification to the local Union;
- G. Setting standards for service to the public;
- H. Changing or eliminating existing methods, equipment, or facilities;
- I. Determining the purpose of each of its service areas; and
- J. Determining the locations, methods, means, and personnel by which new or temporary operations are to be conducted, including the right to determine whether goods and services are to be provided or purchased.

ARTICLE 6 - NO STRIKE

Section 6.1. Activities Prohibited

During the term of this Agreement or any extension thereof, neither the Union nor any employee covered by the Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, concerted stoppage of work, or any other intentional interruption of the operations of the University.

Section 6.2. No Lockout

The Employer will not lock out any employees covered by this Agreement during the term of the Agreement as a result of a labor dispute with the Union.

ARTICLE 7 - GRIEVANCE/ARBITRATION

Section 7.1. Definition of Grievance

A grievance shall be defined as any dispute or difference between the parties with respect to the application, administration and interpretation of the provisions of this Agreement. All grievances shall be filed in accordance with the provisions herein. The grievant may be an employee, group of employees or the Union. Grievances filed by the Union shall be filed in writing within five (5) scheduled work shifts for the grievant following the act or omission giving rise to the grievance.

Section 7.2. Employee Representation

An employee or group of employees may choose to pursue a grievance with or without representation. Obtaining representation will be the total responsibility of the employee(s). A Union/Labor Council representative may be involved with or represent the employee(s) at any step within the grievance procedure. Absent Labor Council representation, no agreement shall be reached that is inconsistent with the terms of this Agreement.

Section 7.3. Time Limits

The time limits set forth herein may be extended only by mutual agreement set forth in writing and signed by the parties. Time limits in each step exclude Saturdays, Sundays, recognized holidays and shutdown periods. A grievance may be withdrawn at any time by the grievant or the Union without precedent.

Section 7.4. Procedures for Filing Grievances

A. Step One

Within five (5) scheduled work shifts following the date the grievant(s) knew or should have known of the occurrence giving rise to the grievance, the grievant shall present the grievance to a command level officer (i.e., lieutenant, captain). The grievance shall be written and contain a complete statement of the facts, the provision or provisions of this Agreement at issue and the relief requested. The command level officer shall provide a written response within five (5) of their regular work shifts after such presentation.

B. Step Two

If the grievance is not settled at Step One and the grievant wishes to appeal the grievance to Step Two, the grievance and the Step One response shall be submitted to the Chief of Police within five (5) scheduled work shifts of such Step One response. The Chief of Police shall meet with the grievant(s) and the Union/Labor Council representative (if the grievant wishes the representative to be present) in an attempt to resolve the grievance at a time mutually agreeable to the parties. The Chief of Police's response shall be reduced to writing and presented to the grievant within five (5) of their regular work shifts following the meeting.

C. Step Three

If the grievance is not settled at Step Two and the grievant wishes to appeal the grievance to Step Three, the grievant may file a written request for review with the Chancellor's designee in Human Resources. Any such request for review must be filed within five (5) scheduled

work shifts following receipt by the grievant of the Step Two decision. The Chancellor's designee, will meet with the grievant and the Labor Council representative within twenty (20) scheduled work shifts of receipt of the request for review. The Chancellor's designee in Human Resources may also involve appropriate campus administrators in this way for the purpose of reviewing the facts related to the grievance and/or attempting to resolve the grievance. Within twenty (20) scheduled work shifts of the conclusion of this meeting, the Chancellor's designee, will issue to the grievant and the Labor Council representative a written decision either denying the grievance or proposing a grievance resolution.

D. Step Four

If the grievance is not settled at Step Three and the grievant wishes to appeal the grievance to Step Four, the grievant may file a written request for review with the President's designee in University Administration within seven (7) scheduled work shifts after it is received or due. Upon receipt of an appeal, the President's designee in University Administration, will make a complete and thorough review of the written record of the grievance, request any additional information, or conduct any further investigation he/she feels necessary. The President's designee in University Administration shall then determine if the written information provides adequate documentation of the grievance and issue a written decision, or he/she shall offer a hearing to the grievant for the purpose of obtaining additional information and issue a written decision thereafter. In either case, the written decision shall be issued within thirty (30) scheduled work shifts after receipt of the appeal. This does not preclude the President's designee in University Administration, at their sole discretion, from scheduling an informal meeting to resolve the grievance.

E. Step Five

If the decision or grievance resolution proposed by the President's designee in University Administration is not acceptable to the grievant, the Labor Council may file a written notice of intent to proceed to arbitration. Any such written notice must be filed with the Associate Vice President for Administration and Human Resources, within fifteen (15) scheduled work shifts of receipt of the Step Four decision/proposal.

Section 7.5. Selection of Arbitrator

The Employer and the Labor Council shall jointly request a panel of seven (7) arbitrators from Federal Mediation and Conciliation Service. Determination as to which party strikes first shall be determined by the toss of a coin with the winner deciding whether to strike first or second. The arbitrator shall be selected by a representative of the Employer and the Labor Council alternately striking names from the list. The last name remaining shall be the arbitrator. The arbitrator shall be notified of his/her selection by joint letter from the Employer and the Labor Council requesting that he/she set a date and time for the hearing, subject to the availability of the Employer and Labor Council representatives. The cost of services of the arbitrator, court reporter, transcripts and all other costs incurred by the arbitrator shall be borne equally by both parties. Neither side shall be responsible for the expense of the other's witnesses or representatives.

Section 7.6. Authority of the Arbitrator

The scope of the arbitration is limited to the terms of this Agreement and any supplemental agreements between the parties. Board of Trustees Regulations and Bylaws, Departmental

Operational Manual, Laws of the State of Illinois and Rules and Regulations of Administrative Agencies are not subject to arbitration. Matters related to the discharge or dismissal of an employee are not subject to arbitration. The arbitrators shall have no authority to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall only consider and make a decision with respect to the particular issues necessary to resolve the grievance without recommendation or comment on any other matter. The arbitrator shall be without authority to render an award contrary to or inconsistent with the application of laws, rules, and regulations having the force and effect of law. No liability shall accrue against the Employer for a date prior to the date the grievance was presented in Step 1. The arbitrator shall submit in writing his/her decision and award within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. The decision and award shall be based solely upon the arbitrator's interpretation of the meaning or application to the facts of this Agreement to the grievance presented. Past practices may be considered in interpreting an ambiguous provision of the Agreement but may not be considered for the purpose of creating an employee right or Employer obligation or liability. Subject to the provisions of this section, the decision of the arbitrator shall be binding on the parties.

Section 7.7. Miscellaneous Provisions

Failure of the grievant to comply with the time limitations of this Article shall render the grievance null and void and bar subsequent filing of the grievance.

Failure of the Employer to respond to a grievance within the specified time periods will permit the grievant to proceed to the next step.

Pending the raising, processing and settlement of the grievance and the award of the arbitrator, the parties agree to abide by all of the provisions of Article 6 (No Strike) of this Agreement for the duration of this Agreement.

A grievance settled prior to arbitration shall be binding only as to that particular grievance and shall not be precedent setting.

The Employer and the Labor Council may upon mutual agreement consolidate grievances on similar issues at any level. The filing of a grievance under the provisions of this Article shall not prevent the Employer from taking the action complained of, subject however to the final decision on the grievance. Pending final disposition of the grievance, the grievant shall fulfill his/her professional responsibilities as assigned.

All grievances, requests for review, notices and decisions shall be transmitted in person, by certified or registered mail (return receipt requested), or by acknowledged fax (date, time and name of recipient). Any such items transmitted by mail or fax shall be sent to the office or last known home address of the addressee.

In the event it is necessary for a grievant or any other bargaining unit member who has been called as a witness by either the Labor Council or the Employer to participate in a grievance or arbitration meeting provided for in this Article during their normal working hours, their compensation will neither be increased nor decreased for time spent in such meetings. Should it be necessary for a

grievant or any other bargaining unit member to participate in a grievance or arbitration meeting provided for herein outside their normal working hours, time so spent shall not be considered as time worked.

ARTICLE 8 - SENIORITY

Section 8.1. Definition

Seniority shall be determined by the rules of the State Universities Civil Service System of Illinois and by the provisions of Policy and Rules.

All officers covered by this Agreement shall exercise seniority rights for the purpose of shift bidding.

Shift bidding shall be done on an annual basis. In the event a bargaining unit member completes probation between January 1, and June 30, a second shift bid shall be done mid-calendar year. In the event of a vacancy in an existing position, which the Employer elects to fill, or the creation of a new position in patrol, officers may exercise seniority rights for the purpose of shift bidding at either the mid-calendar year shift bid. Or the annual shift bid, whichever comes first. A vacant position or the creation of a new position shall occur when a new employee completes his/her field training and is assigned to a shift.

Probationary employees are not eligible to participate in the annual shift bid process, as they do not receive seniority until they successfully complete probation (at which time they receive their seniority retroactive to the date they were hired). During probation, an employee shall be assigned to a shift based upon the operating needs of the Department.

After completing probation, the bargaining unit member will be assigned to a shift based upon operating needs until either the mid-calendar year shift bid or the annual shift bid, whichever comes first.

In the event a bargaining unit member is on an extended leave during a shift bid, he/she must notify management in writing of their shift preferences prior to going out on the leave. Failure to indicate his or her preference prior to going on leave will result in the employee being placed on an available shift at the conclusion of the shift bid.

Section 8.2. Departmental Rosters

Any time a change of the department roster is made because of retirement, disability, layoff, or advancement, the department will provide copies of rosters to the Council by class and lesser units, if any, showing each employee's seniority and relative position in such roster when they are prepared for use.

Section 8.3. Vacation Requests

By January 31 of each calendar year, members of the bargaining unit may submit requests for vacation leave, provided a member of the bargaining unit may not submit more than three (3) preferences. Approval of such vacation leave requests shall be in accordance with the operating needs of the Employer. Where the Employer is unable to approve and schedule vacation

preferences for all bargaining unit members, but is able to approve and schedule such vacation preferences for one or more bargaining unit members, such vacation preferences shall be granted on the basis of seniority as defined in Section 1 of this Article. A bargaining unit member who has been granted his/her first preference shall not be granted another preference request if such would require denial of the first preference of a less senior member of the bargaining unit. Bargaining unit members who have not filed their preference by January 31 or were not granted such request shall be scheduled in accordance with the bargaining unit member's preference and the operating needs of the Employer.

ARTICLE 9 - HOURS OF WORK - OVERTIME/SICK LEAVE/VACATION

GENERAL STATEMENT NUMBER ONE

I. THE FOLLOWING SECTIONS ARE APPLICABLE TO EMPLOYEES WHO WORK A REGULARLY SCHEDULED WORK SHIFT OF EIGHT (8) HOURS PER DAY

Section 9.1. Basic Work Week/Work Day/Work Shifts/Schedule Changes/Overtime

- A. The basic work week for all employees covered by this Agreement shall be forty (40) hours consisting of five (5) consecutive eight (8) hour working days, Sunday through Saturday, followed by two (2) consecutive days off, except in the transition of work shifts immediately following a job bidding process as established in Article 7 of this Agreement. During the transition period, adjustments may be made to provide for full forty (40) hour work week for employees. The work day shall be from 7:00 a.m. to 6:59 a.m. This will apply to all employees regardless of assigned work shifts.
- B. Overtime is defined as all hours worked at the direction of the Employer in excess of eight (8) hours per day or forty (40) hours per week and shall be compensated either in cash or compensatory time at one and one-half (1½) times his/her regular straight time hourly rate. Overtime may only be performed pursuant to specific supervisory direction.

Section 9.2. Holiday Work and Pay

- A. When an employee covered by this Agreement works on any official holiday he/she shall receive the premium compensation at the rate of one and one-half (1 ½) times his/her regular rate of pay in addition to his/her regular rate of pay for said holiday.
- B. Bargaining unit members who are not scheduled to work on a holiday as defined by this Agreement will be eligible to take off a regularly scheduled workday with pay at a mutually agreeable time within thirty (30) days after the holiday or, if mutually agreed upon by the employee and supervisor, receive an additional day's pay at the regular rate. Such payment shall not count toward overtime computation. In the event the employee takes a day off with pay, he/she will request the day off from his/her supervisor in accordance with departmental policy. Should an emergency, as determined by the Employer, preclude the employee from taking the scheduled day off, the employee shall be paid eight (8) hours pay at his/her regular straight time rate.

- C. For purposes of this Section, an administrative closure/gift day shall be treated the same as a holiday.

Section 9.3. Vacation Accumulation

Prior employment with the State of Illinois or a public university which qualified for the earning of vacation benefits, shall, upon verification be made continuous with present employment for purposes of determining consecutive years of service for new employees. It is the responsibility of each employee to provide verification of prior state or university service. The effective date for crediting the prior service will be the date the verification is received in the Department of Human Resources.

Vacation leave for members of the bargaining unit shall be earned as follows to the maximum accumulation.

Years of Service Completed		Rate Earned Per Hour of Pay Status Service	Approximate Leave Days Earned in One Year	Approximate Maximum Accumulation	
At Least	Not More Than	(Exclusive of Overtime)		Days	Hours
0	3	0.0462	12	24	192
3	6	0.0577	15	30	240
6	9	0.0692	18	36	288
9	14	0.0808	21	42	336
14		0.0962	25	50	400

Section 9.4. Earning Sick Leave

Sick leave shall be credited to a bargaining unit member's leave balance at the end of each month at the rate of one (1) day (8 hours) per month. If a bargaining unit member begins or terminates employment during the month, the sick leave shall be prorated. Leave shall continue to be earned while a bargaining unit member is using sick leave already accumulated. Bargaining unit members who have less than full-time appointments will earn sick leave on the basis of their appointment percentage. There is no limit to the amount of sick leave that may be accumulated.

GENERAL STATEMENT NUMBER TWO

II. THE FOLLOWING SECTIONS ARE APPLICABLE TO EMPLOYEES WHO WORK A REGULARLY SCHEDULED WORK SHIFT OF TWELVE (12) CONSECUTIVE HOURS IN A TWENTY-FOUR HOUR PERIOD

Section 9.1. Basic Work Shift/Day/Work Period/Schedule Changes/Overtime

- A. The regular work schedule for these employees shall consist of six (6) twelve (12) hour shifts and one (1) eight (8) hour shift per pay period. At no time will a bargaining unit member be regularly scheduled to work consecutive shifts. The starting time for each of the two (2) twelve hour shifts in a twenty-four (24) hour day will be 6:00 a.m. and 6:00 p.m. The starting time

for the one (1) eight (8) hour shift shall either be the start of the regular shift (6:00 a.m. or 6:00 p.m.), or four (4) hours after the regular shift start time (either 10:00 a.m. or 10:00 p.m.).

- B. Overtime is defined as all hours worked at the direction of the employer in excess of the regularly scheduled work shift, or in excess of eighty (80) hours in a pay period. Overtime shall be in the form of either cash payment or compensatory time at one and one-half (1 ½) times their regular straight time hourly rate. Overtime may only be performed pursuant to specific supervisory direction.
- C. Chargebacks (events that *other campus units* hire police personnel to patrol), shall be at the double-time rate on the second and third days off.

Section 9.2. Holiday Work and Pay

- A. Employees will receive holiday pay of eight (8) hours (1/5 of the average weekly schedule of forty hours) for each holiday set forth in ARTICLE 10 BENEFITS Section 2. Holidays and Holiday Pay.
- B. Employees who work on an eligible holiday as a part of their regularly scheduled work shift shall be paid time and one-half (1 ½) his/her regular straight time hourly rate for all hours worked on the holiday in addition to the eight (8) hours holiday pay set forth in A. above.
- C. Bargaining unit members who are not scheduled to work on a holiday as defined by this agreement will be eligible to take off a regularly scheduled workday with pay at a mutually agreeable time within thirty (30) days after the holiday or, if mutually agreed upon by the employee and supervisor, receive an additional day's pay at the regular rate. Such payment shall not count toward overtime computation. In the event the employee takes a day off with pay, he/she will request the day off from his/her supervisor in accordance with departmental policy. Should an emergency, as determined by the Employer, preclude the employee from taking the scheduled day off, the employee shall be paid eight (8) hours pay at his/her regular straight time rate. The additional workday with pay, or the additional regularly scheduled workday with pay shall be at the eight (8) hours or 1/5 of the average weekly schedule rate.
- D. Holiday pay received for an unworked holiday will be considered as hours worked for computing overtime.
- E. For the purposes of this section, an administrative closing or a gift day shall be treated the same as a holiday.

Section 9.3. Vacation Accumulation

Prior employment with the State of Illinois or a public university which qualified for the earning of vacation benefits shall, upon verification be made continuous with present employment for purposes of determining years of service for new employees. It is the responsibility of each employee to provide verification of prior state or university service. The effective date for crediting the prior service will be the date the verification is received in the Department of Human Resources.

Vacation leave for members of the bargaining unit shall be earned as follows to the maximum accumulation:

Years of Service Completed		Rate Earned Per Hour of Pay Status Service	Approximate Leave Days Earned in One Year*	Approximate Maximum Accumulation**	
At Least	Not More Than	(Exclusive of Overtime)		Days	Hours
0	3	0.0462	12	24	192
3	6	0.0577	15	30	240
6	9	0.0692	18	36	288
9	14	0.0808	21	42	336
14		0.0962	25	50	400

*The approximate number of leave days earned per year is the same for all full-time employees. The actual number of hours earned varies depending on the full-time weekly work schedule of the class with each day equal to 1/5 of the weekly work schedule.

**The maximum hours are based on each day of leave being equal of 8 hours or 1/5 of the average full-time work schedule of 40 hrs. /week.

Section 9.4. Earning Sick Leave

Sick leave shall be credited to a bargaining unit member's leave balance after the payroll calculation for a given pay period at the rate of 8 hours per month. If a bargaining unit member begins or terminates employment during the month, the sick leave shall be prorated. Leave shall continue to be earned while a bargaining unit member is using sick leave already accumulated. Bargaining unit members who have less than full-time appointments will earn sick leave on the basis of their appointment percentage. There is no limit to the amount of sick leave that may be accumulated.

GENERAL STATEMENT NUMBER THREE

III. THE FOLLOWING SECTIONS ARE APPLICABLE UNDER EITHER A REGULARLY SCHEDULED WORK SHIFT OF EIGHT (8) HOURS PER DAY OR A REGULARLY SCHEDULED WORK SHIFT OF TWELVE (12) HOURS IN A TWENTY-FOUR HOUR PERIOD

Section 9.1. Basic Work Week/Work Day/Work Shift

- A. Should an employee covered by this Agreement be required to work before his/her regularly scheduled work shift in a work day, he/she shall be permitted to continue working his/her normal work shift in that work day. In the event that an employee covered by this Agreement is assigned to school or training, hours spent in these activities can be considered a part of his/her work shift in that work day upon mutual agreement of both parties.

- B. Employees within the same classification may trade work shifts upon approval by the Chief of Police, so long as the Chief of Police is notified no less than forty-eight (48) hours in advance of the proposed trade. Requests shall not be unreasonably denied.
- C. In the event the campus is closed by the Chancellor due to severe weather or other emergency conditions, employees on work shifts during which the campus is closed, except for those in essential services, will be allowed time off with pay. Bargaining unit members required to work shall be compensated in cash at the rate of one and one-half (1½) times the regular rate in addition to their regular rate for all hours worked during the hours the University is declared officially closed.
- D. Bargaining unit members who were not scheduled to work or who had requested and received approval for time off prior to the day of the announced closing are not eligible for additional time off or any other form of compensation for the closure.

Section 9.2. Availability for Duty/Compensatory Time

- A. It is understood by the employees covered by this Agreement that they shall be on call and available for service during their lunch and rest periods if deemed necessary.

Cash payment for overtime hours worked, including work performed on the bargaining unit member's first regularly scheduled day off, shall be at one and one-half (1½) times his/her regular straight time hourly rate. Work performed on the bargaining unit member's second or third consecutive regularly scheduled day off shall be compensated at two (2) times his/her regular straight time hourly rate. In lieu of receiving overtime pay, when mutually agreeable to the Department Head and the employee, employees may be granted compensatory time off.

Compensatory time for overtime hours worked, including work performed on the bargaining unit member's first regularly scheduled day off, shall be at the rate of one and one-half (1½) hours for each hour of overtime worked. Compensatory time for overtime worked on the bargaining unit member's second or third consecutive regularly scheduled day off shall be at the rate of two (2) hours for each hour of overtime worked.

- B. A bargaining unit member with an eight (8) hour work day may accumulate up to a maximum of eighty (80) hours of compensatory time. A bargaining unit member with a twelve (12) hour work day may accumulate up to a maximum of eighty-four (84) hours of compensatory time. Accumulated compensatory time may be utilized in increments of one-tenth (1/10) hours or more at times agreed to by the bargaining unit member and his/her immediate supervisor.
- C. Voluntary schedule changes and normal day off rotation will be exempt from the above provision.
- D. A call-back is defined as an official assignment of work which does not continuously precede or follow an employee's regularly scheduled working hours.
- E. If an employee covered by this Agreement is called back to work after leaving the work site, he/she shall receive a minimum of two (2) hours work at the applicable overtime rate of pay.

Whenever an employee is required to remain on duty past their regularly schedule work shift, they shall be entitled to overtime pay until properly relieved. Such a holdover shall not constitute a call-back and is not next subject to the two (2) hour minimum call-back provision. Whenever an employee is required to report for duty prior to their scheduled start time, they shall be entitled to the provisions of this section only if the hours of work are not continuous with their scheduled start time.

- F. If an employee covered by this Agreement is called back to work on a regularly scheduled day off, he/she shall receive a minimum of four (4) hours at the applicable overtime rate of pay.
- G. Employees will be paid a minimum of two (2) hours for all court time outside of an employee's regularly scheduled work hours at one and one-half (1½) times the employee's regular rate of pay.
- H. Overtime shall first be offered to employees covered by the terms of this Agreement. Overtime shall be offered to Police Officers from a list of officers in that classification. Overtime shall be offered to Corporals from a list of Corporals in that classification. Overtime shall be offered to Sergeants from a list of Sergeants in that classification. It is understood and agreed that no employee is removed from his/her obligation to accept overtime assignments when the Employer determines an emergency exists. In the event that no Sergeants volunteer for the overtime assignment in that classification, the Sergeant overtime assignment shall be opened to police officers to volunteer for the shift. Sergeants pay shall only be offered to the most senior officer working the entire work shift. An emergency for the purposes of this section exists when the voluntary overtime procedure has been exhausted and the needs of the department are not met, or there is insufficient time to exhaust the voluntary overtime list (reference paragraph K and L for procedural information).
- I. In case of a scheduled event for which it is known that employees covered under this Agreement will be required to work an overtime assignment, such employees will be notified, if possible, at least forty-eight (48) hours before the time of the scheduled event. Employees scheduled to work the overtime assignment are required to give notice of acceptance or refusal within twenty-four (24) hours after receiving notice of the overtime assignment.
- J. In the event an employee covered by this Agreement accepts an overtime assignment and is subsequently unable to fulfill the commitment, he/she shall give forty-eight (48) hours' notice, if possible, except in the case of an extreme emergency.
- K. Distribution of Overtime shall be calculated annually from the beginning of each calendar year. The calendar year shall be from January 1 through December 31. At the beginning of each calendar year all overtime calculations shall be zeroed out so that each recipient begins with zero (0) hours logged. A voluntary overtime list shall be created and shall be based upon seniority in classification. Voluntary overtime shall first be offered within classification by seniority. If it is not filled by this method, it may be offered to another classification by seniority. Annually, once the first voluntary overtime shift is filled the remaining shifts shall be filled based upon the least amount of overtime hours worked within classification and by seniority. The goal of this system is to provide voluntary overtime on as equitable basis as possible. Voluntary overtime hours shall be tracked by a designated Employee and a list shall

be maintained of all voluntary hours worked per employee. The list shall be posted in the overtime book maintained in the squad room and shall be kept as current as is practical. The voluntary overtime list shall include a recording of who applied for each overtime shift. Voluntary overtime may be offered as soon as the Employer is aware of it but it will not be filled and recorded in the overtime book until two (2) weeks prior to an event. If voluntary overtime becomes available with less than two (2) weeks notification the Employer will immediately post and record such overtime in the overtime book and such overtime will be filled and tracked as set forth in this paragraph. This tracking information shall be maintained in the overtime book and the designated Employee responsible for such tracking shall, on occasion, notify bargaining unit members regarding the information recorded. If an employee can demonstrate that they have not received a reasonably equal share of voluntary overtime such employee shall be given right of first refusal for future overtime with the goal of such a procedure being to equalize overtime work as much as practical.

- L. In the event the Employer cannot fill overtime with employees who volunteer for the overtime, the Employer may order employees to work the overtime. Employees shall be ordered from an inverse seniority list that is applied in the same manner as voluntary seniority lists.
- M. For overtime details requiring more than three (3) officers, or other police department employees, at least one shall be a Sergeant.
- N. Subject to the operating needs of the Employer, no employee shall be ordered to work the shift immediately prior to or following his/her regularly scheduled shift. This section shall not preclude an employee from volunteering to work immediately prior to his/her regularly scheduled shift.

Section 9.3. Overtime Assignments

- A. Events anticipated by the department at least fifteen (15) calendar days in advance at which bargaining unit employees will be needed to work overtime assignments must be posted at least fourteen (14) calendar days in advance and remain on the bulletin board for seven (7) calendar days for voluntary sign up by those desiring to work the event. Employees assigned to work the event shall be notified at least seven (7) calendar days in advance by posted notice.
- B. Events anticipated by the department from ten to fourteen (10-14) calendar days in advance at which bargaining unit employees will be needed to work overtime assignments must be posted on the bulletin board for voluntary sign up for one-half of the remaining days and the assignments posted on the bulletin board for the other half of the remaining days.
- C. Events occurring with less than ten (10) calendar days advance notice which require bargaining unit employees to work overtime assignments will be staffed by the department with consideration given to maintaining equality in overtime distribution. If volunteers cannot be found or contacted, assignments will be made by inverse seniority.
- D. In cases where an insufficient number of officers volunteer for overtime events, assignments will be made by inverse seniority in the classification. The department head reserves the right

to assign more senior officers on an inverse seniority basis if the least senior employees are not receiving proper rest or if the constant assignments are causing undue hardship.

- E. If situations where insufficient advance notice prohibits seeking volunteers, the department, as operating needs dictate, reserves the right to call an entire shift, or portion thereof into duty early and to hold an entire shift or a portion thereof past normal quitting time without maintaining equality in overtime distribution.
- F. If employees must be retained at the end of a shift or others must report early, overtime will be offered to the most senior officer(s) involved. Inverse seniority will be used for mandatory overtime if an insufficient number of employees are available.
- G. It is understood that in certain situations, equal distribution of overtime will be superseded by the department calling in those officers who have specialized training or abilities to handle certain types of cases or incidents.

Section 9.4. Meal Allowance

Employees will be granted a paid meal period not to exceed thirty (30) minutes duration on their respective shifts. Employees will be provided a fifteen (15) minute rest period during each four (4) hour work period.

Section 9.5. Notification for Change of Work Shift

The Employer agrees in the event it becomes necessary to change a work shift for bargaining unit employees to either twelve (12) hours per day or eight (8) hours per day, the Employer will meet and discuss with bargaining unit employee(s) the reasons for change in advance of any notice of change. The Employer agrees to provide a thirty (30) calendar day notice to bargaining unit members prior to implementing a change in work schedule.

Section 9.6. Payment for Work Beyond Regular Shift

Members of the bargaining unit who are required by the Employer to work four (4) or more consecutive hours before the start of their regular shift or four (4) or more consecutive hours past the end of their regular shift shall receive a five-dollar (\$5.00) meal allowance.

Section 9.7. Shift Supervisor Designee

When two (2) or more police officers are assigned to work a shift, and there is no shift supervisor on duty, the more senior police officer shall receive entry-level Sergeant's pay. Bargaining unit employees who are on probation, or in field training are not eligible for shift supervisor pay.

Section 9.8. Temporary Schedule Changes

Work schedules may be changed from time to time to meet emergency staffing needs of the department. The Employer will make every attempt to notify affected employee(s) of the temporary schedule change as soon as possible.

Section 9.9. Utilization of Sick Leave

Accumulated sick leave may be utilized when a bargaining unit member is ill, or injured, or for appointments with doctors, dentists or other licensed professional medical practitioners.

A bargaining unit member may also utilize accumulated sick leave for the illness of, injury to, or need to obtain medical or dental consultation for the bargaining unit member, the bargaining unit member's spouse, children, parent or members of the household.

Section 9.10. Evidence of Illness

The University reserves the right to require evidence of illness, injury, or disability before allowing utilization of any sick leave benefits. A bargaining unit member who has been absent from work due to illness for three (3) work days within the normal work week may be required to submit a physician's statement substantiating the reason for the absence and releasing him/her to return to work.

In the event a bargaining unit member fails to provide a physician's statement when requested, or utilizes sick leave for purposes other than those specified in this Agreement, sick leave utilized during the period of absence shall be restored to his/her accumulated sick leave and other accumulated leave time will be utilized or the bargaining unit member will be considered absent without pay.

Section 9.11. Vacation Earnings

Bargaining unit members shall earn and utilize vacation benefits according to this Article. Vacation shall be credited to a bargaining unit member's leave balance on the last working day of each month according to the number of hours in regular pay status. Bargaining unit members who have less than full-time appointments will earn vacation leave on the basis of their appointment percentage.

Section 9.12. Utilization of Vacation Leave

Vacation leave may be utilized in increments of one-tenth (1/10) hour or more and shall be authorized in advance by the supervisor. If the need for such leave is occasioned by factors which are beyond the control of the bargaining unit member, he/she should contact the supervisor as soon as possible. In determining whether to approve requests for utilization of vacation leave, the supervisor shall consider the operating needs of the University as well as the bargaining unit member's preference. Vacation leave requests may be submitted and approved in advance of the earning of vacation, but vacation days will not be forwarded for use. In the event two (2) bargaining unit members request the same time off, preference for the time off will be given to the member with the most seniority.

Section 9.13. Payment of Vacation - Separated Employees

If a bargaining unit member separates from employment with the University for a period of more than thirty (30) days for any reason other than layoff with a scheduled date for return, payment for earned and unused vacation time and compensatory time shall be made in accordance with applicable law.

ARTICLE 10 - BENEFITS

Section 10.1. Employee Benefits

Employee benefits (e.g. Leaves of Absence, Retirement Disability, Sick Leave, Holidays, Vacation and Personal Leave, Retirement and Interinstitutional Reciprocity) will be as set forth in Policy and Rules. Benefits under the control of the Employer will not be diminished during the life of this Agreement and improvements in such benefits will be made applicable to employees covered by this Agreement on the same date that such improvements are made applicable to the employees of the Employer.

Section 10.2. Holidays and Holiday Pay

Employees covered by this Agreement shall be eligible for holiday pay only on the following days:

New Year's Day
Martin Luther King Day
Memorial Day*
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Day after Christmas

Employees will also receive holiday pay for any closure dates if designated by the Chancellor. Employees also receive two (2) additional floating holidays each calendar year to be chosen by the employee. In the event of a closure, bargaining unit members who are unable to report to work must contact the supervisor on duty and use either accrued leave time, a floating holiday or be considered absent without pay.

Holidays will be observed on the actual date of the holidays, *with the exception of Memorial Day, which shall be observed in accordance with the University Holiday Schedule for the applicable fiscal year, for employees covered by the terms of this Agreement in consideration of a twenty-four (24) hour day and seven (7) day a week operation.

Section 10.3. Compensation for Line of Duty Injuries

The Employer agrees to provide continuing compensation for Police Officers, Police Corporals and Police Sergeants covered under this Agreement for injuries suffered in the line of duty in accordance with Illinois Compiled Statutes and regulations of the Board of Trustees.

Section 10.4. Work Environment

Both the University and the Union are committed to the need of bargaining unit members to work in a clean, safe and healthy environment.

If a bargaining unit member believes that an unsafe or unhealthy condition exists, the bargaining unit member should immediately report the situation to his/her immediate supervisor. The

supervisor will report the situation to the appropriate division head who will make a determination as to the health and safety of the work area.

Section 10.5. Employee Assistance Program

The University and the Union recognize the value of counseling and referral programs to bargaining unit members who have personal problems which interfere with the efficient and productive performance of their job duties and responsibilities. The University and the Union will, therefore, work collectively to support the Employee Assistance Program as established and provided by the University.

Section 10.6. Parking

Bargaining unit members agree to abide by the parking program and fees that are extended to non-union civil service employees.

ARTICLE 11 - DUES DEDUCTION

Section 11.1. Authorization

Upon receipt of a written and signed authorization form (Attached as Appendix D) from an employee, the Employer shall deduct the amount of Union dues and initiation fee, if any, set forth in such form and any authorized increase thereof, and shall remit such deductions monthly to the Labor Council at the address designated by the Labor Council in accordance with the laws of the State of Illinois. The Labor Council shall advise the Employer of any increase in dues, in writing, at least thirty (30) days prior to its effective date.

Section 11.2. List of Dues Paying Members

The Employer shall send to the Labor Council on a monthly basis, at the address provided above, a list of employees who are paying dues or fair share according to the provisions of this Article.

ARTICLE 12 - LAY-OFF

Layoff shall be in accordance with State Universities Civil Service Rule 250.110(c) and 250.120(h).

No employee will be hired to perform or permitted to perform those duties normally performed by a Police Officer, Police Corporal or Police Sergeant while any member of the bargaining unit is on lay-off status. In emergency situations, non-bargaining unit personnel certified by the Illinois Law Enforcement Training and Standards Board may be called in for duty.

ARTICLE 13 - WAGES

Section 13.1. Effective Date of Wages

Wages specified in this Agreement shall become and remain effective as set forth in Appendix "A", attached hereto and a part hereof.

Section 13.2. Field Training Pay

Bargaining unit members who are assigned to be Field Training Officers (FTOs) shall receive additional compensation for having the responsibility of training and evaluating probationary officers. For such duty, the FTOs shall be paid an additional \$35.00 per week (a partial work week shall be rounded to the nearest full work week). The Field Training Supervisor (FTS) shall be paid an additional \$40.00 per week (rounded to the nearest full work week). Bargaining unit employees who are serving as the FTS are not eligible for FTO pay as well. The additional \$35.00 for Field Training Officer and \$40.00 Field Training Supervisor shall not be subject to overtime.

ARTICLE 14 - LEAVES AND OTHER ABSENCES**Section 14.1. University Service Time**

Upon approval of the supervisor, bargaining unit members shall be permitted up to three (3) hours per week away from their place of duty to participate in University service, including committee and governance activities. Service time may be made available only for activities which bear direct relationship to the mission and welfare of the University and when schedules can be arranged so that there is not substantive interference with day-to-day operations. Command staff reserve the right to grant an exception to the 3 hour per week cap to participate in University service/activities if it is a part of an official University event or program. Decisions to grant an exception are not subject to the grievance policy of this Agreement.

Section 14.2. Military Leave

Military leave shall be granted in accordance with University Policy, state and federal Laws. If University Policy provides greater benefits than state and/or federal Law, University Policy shall apply.

Section 14.3. Jury Duty and Witness Service

Bargaining unit members shall be allowed jury duty leave in accordance to 705 ILCS 305/4.1 as may be amended from time to time. Such leave will be allowed with pay if the bargaining unit member gives the University one (1) week notice and a copy of the jury duty summons.

Bargaining unit members shall be granted time off with pay for witness service provided such witness service is related to his/her employment with the University and the bargaining unit member submits a copy of the subpoena to the Employer.

Section 14.4. Leave for Voting

Bargaining unit members may be excused from work without pay on the day of an election for a period of time not to exceed two (2) hours. Such request must be made before the day of an election.

Section 14.5. Religious Observances

The University accepts its responsibility under existing federal law which provides that an employer must make reasonable accommodation to the religious needs of employees. The

University will attempt to accommodate bargaining unit members who request to utilize vacation time for religious observances.

Section 14.6. Educational Leave

Upon recommendation of the Chancellor bargaining unit member not in a probationary status may be granted an educational leave with or without pay. Bargaining unit members should initiate a written request indicating the program they wish to undertake, the reason, the objective and its relationship to the needs and priorities of the University. Educational leave may be granted up to one (1) year at half pay or six months at full pay. The request shall be submitted to the designated University representative.

If an educational leave with pay is granted, the bargaining unit member shall (1) either return to University employment following the leave for an amount of time equal to the length of the leave or one year, whichever is less or (2) reimburse the University for any compensation paid during the leave. Bargaining unit members on educational leave with pay shall not continue to earn vacation and sick leave. Bargaining unit members on educational leave, with or without pay, shall continue to receive Employer paid health and life insurance benefits. Non-employer paid benefits shall be the responsibility of the bargaining unit member.

Section 14.7. Parental and Pregnancy Leave

Unless prohibited by the medical condition of the bargaining unit member, a bargaining unit member shall be expected to continue active employment during pregnancy. A maternity pregnancy leave will be given to any pregnant bargaining unit member who is physically unable to work. Such leave will be granted to those bargaining unit members who provide the University with a physician's written verification that they are unable to work and the probable duration of the leave. Bargaining unit employees requesting Pregnancy Leave may be required to fill out the Family Medical Leave (FML) application. The pregnancy leave shall count towards an employee's 12-week entitlement period for Family Medical Leave. A pregnancy leave of absence, or a portion thereof, shall be covered by the utilization of any accumulated sick leave, vacation, or compensatory time, or unpaid time or any combination thereof.

Prior to the bargaining unit member's return to work, she must provide the University with a written physician's statement clearing her to return to work and the date she will be physically able to return to work.

If there is a difference of opinion as to the bargaining unit member's ability to perform the duties of her position either prior to or after delivery, the University, at its expense, may seek and rely upon the medical opinion of an impartial physician chosen by agreement of the bargaining unit member and the University.

Bargaining unit employees who are on pregnancy leave shall continue to earn sick and vacation time so long as they remain in pay status.

Bargaining unit employees who have completed at least six (6) months of continuous employment in a benefits eligible position shall, upon request, be granted up to two weeks of parental leave with pay immediately following the birth of a child, or upon the legal adoption of a child under 18

years of age. Parental leave may not be granted more than once in a 12-month cycle. If a bargaining unit employee resigns while on parental leave, they normally shall be required to reimburse the university for the used parental leave days. Paid parental leave shall count towards the 12 week FMLA entitlement.

Bargaining unit members on parental leave will continue to earn vacation and sick leave benefits. Bargaining unit members on parental leave will continue to receive employer paid health and life insurance benefits. Non-employer paid benefits shall be the responsibility of the bargaining unit member.

Section 14.8. Funeral Leave

Bargaining unit members shall receive Funeral Leave in accordance with Rule No. 11.05 of Policy and Rules. Bargaining unit members will be granted leave at one-fifth (1/5) of their average weekly work schedule. For example, a bargaining unit member working an average of 40 hours per week would receive 8.0 hours of Funeral Leave for each day(s) granted.

Section 14.9. Personal Leave

At the discretion of the University, a personal leave for up to one (1) year without pay may be granted to a bargaining unit member who has completed his/her probationary period and who requests such leave. The University may require that all accrued vacation and compensatory time, if any, be used before a leave is granted.

Bargaining unit members on personal leave shall not continue to earn vacation and sick leave nor receive employer paid health and life insurance benefits. Non-employer paid benefits shall be the responsibility of the bargaining unit member.

Section 14.10. Disability Leave

Upon exhaustion of all available sick leave and compensatory time, if any, a bargaining unit member who is unable to perform the duties of his/her assigned position as certified by the bargaining unit member's physician shall be eligible for an unpaid disability leave. Disability leave shall expire sixty (60) days after certification of the disability.

Bargaining unit members on disability leave shall not continue to earn vacation and sick leave benefits. Bargaining unit members on disability leave will continue to receive employer paid health and life insurance benefits. Non-employer paid benefits shall be the responsibility of the bargaining unit member.

Section 14.11. Unscheduled Absence from Work

A member of the bargaining unit who is unable to report to work at their scheduled time shall notify his/her immediate supervisor (or the supervisor on duty) no later than one-half (1/2) hour before work is to start or resume. If an officer is unable to contact his/her immediate supervisor (or the supervisor on duty), then he/she should use the department chain of command for authorization. Failure to properly notify the supervisor may result in a non-approved absence. A bargaining unit member who is unable to contact his/her immediate supervisor shall notify his/her department or division head. If the supervisor approves the absence, the bargaining unit member may cover the absence with vacation, compensatory time, or unpaid leave.

Section 14.12. Leave for Family Responsibility

A bargaining unit member who has completed his/her probationary period may request a leave of absence without pay for the purpose of meeting or fulfilling responsibilities, as defined by Family Medical Leave.

- A. Any request for such leave shall be submitted in writing to the appropriate supervisor and state the purpose of the leave, the date the requested leave would begin, the expected duration of the leave, and any additional information required by University operations.
- B. If the University has reason to believe that the condition giving rise to the stated need for such leave no longer exists during the course of the leave, it shall (upon consultation with Human Resources) require further verification or substantiation and, if appropriate, direct the bargaining unit member back to work on a certain day. Failure of a bargaining unit member upon reasonable request by the University to provide such verification or substantiation on a timely basis shall be cause on due notice for termination of the leave.
- C. Such leave shall not be used for the purpose of securing alternative employment. A bargaining unit member during such leave may not be gainfully employed full-time, otherwise the leave shall terminate.
- D. Upon expiration of such leave, or prior to such expiration by mutual agreement between the bargaining unit member and the University, the University shall return the bargaining unit member to the same position that the bargaining unit member held immediately prior to the commencement of the leave.

Section 14.13. Family Medical Leave

In accordance with State, Federal regulations and University Policy, a bargaining unit employee who meets the eligibility criteria may take up to twelve (12) weeks of unpaid leave of absence per consecutive twelve (12) month period (beginning the date the employee first takes leave). A bargaining unit employee member may, at their discretion, utilize other accrued leave benefits for which they are eligible during any or all of this 12-week period. Employees must follow applicable application procedures to be approved for the leave of absence. Eligible family members are defined under the Family and Medical Leave Act and the University's policy on Family and Medical Leave.

ARTICLE 15 - EDUCATIONAL BENEFITS**Section 15.1. Tuition Waiver**

A tuition and fee waiver shall be granted to a bargaining unit member in accordance with the applicable statutory and University Policies. To be eligible for a tuition and fee waiver you must be in a status appointment or an appointment designed to qualify for status (learner, trainee, apprentice, or provisional) of 50 percent or greater. Civil Service retirees, including those who return to full-time or part-time employment, are also eligible.

An employee on a 100 percent time appointment is eligible to receive a waiver for a maximum of 11 credit hours per semester.

An employee on a 50 percent to 99 percent time appointment is eligible to receive a waiver for a maximum of five credit hours per semester.

During the summer session, tuition and fee waivers are reduced to 50 percent of the credit hours allowed for a semester.

Additional information on Tuition Waivers may be found at <https://nessie.uihr.uillinois.edu> under the Life Events section.

Section 15.2. Tuition Reimbursement

Bargaining unit members who are employed on a full-time basis and who have completed their probationary period shall be eligible to apply for reimbursement of tuition and laboratory fees for courses taken outside the University in accordance with applicable provisions of Policy 14: Employee Development and Career Planning of the U of I Policy and Rules for non-academic employees.

Approval of a request for reimbursement is strictly at the discretion of the Employer. Reimbursement shall be limited to the difference between the cost of the course and reimbursement from other sources.

Upon completion of the course, the bargaining unit member shall submit to the Employer a certified transcript indicating satisfactory completion of the course and a receipt indicating the expenses incurred.

Section 15.3. Tuition Contribution

Dependent children of eligible bargaining unit members may qualify for a fifty (50) percent tuition waiver at the University of Illinois campuses of Chicago, Urbana-Champaign and Springfield. This benefit provides for up to four (4) years for undergraduate education as long as satisfactory academic progress toward graduation is maintained. The waiver is applicable when the child has been admitted under the same requirements, standards and policies applicable to general admissions. Conditions to receive this benefit are fully set forth in Policy and Rules, Policy 13, Rule 13.05 - Child of Employee Tuition Waiver.

ARTICLE 16 - PERSONNEL FILES

Section 16.1. University Personnel Files

The University Administration may maintain any files necessary for effective administration. There shall also be established a University Personnel File maintained in the Department of Human Resources for each bargaining unit member that shall contain documents regarding the member's employment status and work performance. All such official personnel records relating to any bargaining unit member shall be kept in his/her official Personnel File.

Section 16.2. Examination of University Personnel Files

At his/her request, each bargaining unit member shall be furnished, without cost, a copy of all documents in his/her file. Additional copies may be made available at cost to the bargaining unit member.

Section 16.3. Recorded Log

The custodian of Personnel Files shall maintain an official record of all persons who view the contents of the bargaining unit member's Personnel File. The following information about the reader of each file shall be recorded on a log of readers to be kept in each bargaining unit member's file:

- A. The name and position of the reader;
- B. The date that the reader received and returned the file;
- C. The purpose for which the file was read; and
- D. The signature of the reader.

Section 16.4. Right to Respond

The bargaining unit member shall have the right to react in writing to any material filed in his/her personnel file, and his/her answer shall be attached to the file copy.

Section 16.5. Notification

A copy of any disciplinary action or material related to work performance, except performance evaluations shall be given directly to the bargaining unit member (the bargaining unit member must sign a written receipt) or sent by certified mail (return receipt requested) to his/her last home address appearing on the records of the University. It is the obligation of each bargaining unit member to provide the University with his/her current address.

ARTICLE 17 - RANDOM DRUG AND ALCOHOL TESTING

Section 17.1. Statement of Policy

It is the policy of the University of Illinois - Springfield Police Dept. that the public has the right to expect persons employed by the University of Illinois at Springfield to be free from the effects of drugs and alcohol. The UIS Police Dept. has the right to expect its officers to report for work fit and able for duty. The purposes of this policy shall be achieved in such manner as not to violate any established rights of the officers.

Nothing herein shall be construed to restrict the UIS Police Department's right to insist upon a drug free workplace.

Section 17.2. Prohibitions

Officers shall be prohibited from:

- A. Consuming, being under the influence of, or possessing alcohol at any time during the work day on any of the University of Illinois campus premises or job sites, including all campus

buildings, properties, & vehicles, while engaged in University business, (unless in accordance with duty requirements).

- B. Illegally consuming, possessing, selling, purchasing or delivering (including being involved in the possession, manufacture or delivery of any illegal drug) as defined by state or federal laws..
- C. Failing to report to their supervisor any known adverse side effects of medication or prescription drugs, which they are taking.
- D. Abusing prescription drugs.

This Section is not intended to limit the duty of the University of Illinois to enforce the laws of the State of Illinois and all regulations of the UIS Police Dept.

Section 17.3. Drug and Alcohol Testing

Where the Chief of Police, or his designee (non-bargaining unit member), or supervisory officer has reasonable suspicion to believe that an officer is under the influence of alcohol or illegal drugs, during the course of the work day, the Chief of Police, or his designee shall have the right to require the officer to submit to alcohol or drug testing as set forth in this Agreement. There shall be no random or unit-wide testing of officers, except the random testing of an individual officer as authorized in Sections 7 & 9 below.

Section 17.4. Order to Submit to Testing

At the time an officer is ordered to submit to testing authorized by this Agreement, the Chief of Police, or his designee (non-bargaining unit member) shall provide the officer with a written notice of the order, setting forth the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. The officer shall be permitted to consult with a representative of the FOP or a private attorney, at the time the order is given; provided, however, that in no circumstances may implementation of the order be delayed longer than forty-five (45) minutes. No questioning of the officer shall be conducted without first affording the officer the right to FOP representation and/or legal counsel. Refusal to submit to such testing shall subject the officer to discipline, but the officer's taking of the test shall not be construed as a waiver of any objection or rights that he/she may have.

Section 17.5. Tests to be Continued

In conducting the testing authorized by this Agreement, the Chief of Police shall:

- A. Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act; e.g., Memorial Medical Center;
- B. Establish a chain of custody procedure for both sample collection and testing that will ensure the integrity of the identity of each sample and test result. No officer covered by this Agreement shall be permitted at any time to become a part of this chain of custody;
- C. Collect a sufficient sample of the same bodily fluid or material from an officer to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later

testing if requested by the Chief of Police, or his designee, or officer in question as set forth in paragraph F;

- D. Collect samples in such a manner as to insure a high degree of security for the sample and its freedom from adulteration;
- E. Confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography/mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative testing, about the detected drug or drug metabolites;
- F. Provide the officer tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the officer's own choosing, at the officer's own expense; provided the officer makes such demand of the Chief of Police, or his designee within seventy-two (72) hours of receiving the results of the test;
- G. Require that the laboratory or hospital facility report to the Chief of Police that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or results thereof be obtained by the Chief of Police inconsistent with the understanding expressed herein (e.g., billings for testing that reveal the nature or number of tests administered), the Chief of Police will not use such information in any manner or forum adverse to the officer's interest;
- H. Require that with regard to alcohol testing, for the purpose of determining whether the officer is under the influence of alcohol, test results that show an alcohol concentration of .04 or more, based upon the grams of alcohol per 100 milliliters of blood, be considered positive. (Note: The foregoing standard shall not preclude the Chief of Police from attempting to show that lesser test results demonstrate that the officer was under the influence, but the Chief of Police shall bear the burden of proof in such cases.) A. .01 - .03 alcohol concentration shall result in discipline, up to and including suspension, and will not result in discharge unless accompanied by aggravating circumstances or repeated occurrence. Alcohol concentration levels of .04 or above shall result in discipline, up to an including discharge;
- I. Provide each officer tested with a copy of all information and reports received by the Chief of Police in connection with the testing and the results;
- J. Ensure that no officer is the subject of any adverse employment action except temporary reassignment or relief from duty with pay during the rendering of any testing procedure. Any such temporary reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

Section 17.6. Right to Contest

The FOP, and/or the officer, with or without the FOP, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the

test, the consequences of the testing or results, or any other alleged violation of this Agreement. Filing of a grievance will not delay the implementation of Section 4. Such grievance shall commence at Step 3 of the grievance procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impaired any constitutional rights that the officers may have with regard to such testing. Officers retain any such constitutional rights as may exist and may pursue the same at their own discretion, with or without the assistance of the FOP.

Section 17.7. Voluntary Requests for Assistance

The Chief of Police shall take no adverse employment action against an officer who prior to any mandatory testing and for the first time voluntarily seeks treatment, counseling or other support for an alcohol related problem or for abuse of prescribed drugs, other than the Chief of Police may require reassignment of the officer with pay if he is then unfit for duty in his current assignment. The Chief of Police may make available through its Employees Assistance Program (Phone: 206-7078), a means by which the officer may seek referrals and treatment. All such requests shall be confidential, and any information received by the UIS Police Dept., through whatever means, shall not be used in any manner adverse to the Officer's interest, except reassignment as described above.

Section 17.8. Discipline

All officers, who prior to any mandatory testing and for the first time voluntarily seek assistance with alcohol or drug related problems, shall not be subject to any disciplinary or other adverse employment action by the UIS Police Dept. related to an allegation of a violation of Section 17.2. The foregoing is conditioned upon:

- A. The officer agreeing to appropriate treatment as determined by the physician(s) involved;
- B. The officer discontinues his abuse of prescribed drugs or abuse of alcohol;
- C. The officer completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months;
- D. The officer agrees to submit to random testing during hours of work during the period of "after-care".

Officers who do not agree to act in accordance with the foregoing, or who test positive for drugs, or test positive for alcohol a second or subsequent time during the hours of work shall be subject to discipline, up to and including discharge.

The foregoing shall not be construed as an obligation on the part of the UIS Police Dept. to retain an officer on active status throughout the period of rehabilitation, if it is appropriately determined that the officer's current use of alcohol or drugs prevents such individual from performing the duties of an officer, or whose continuance on active status would constitute a direct threat to the property or safety of others. Such officers shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence pending treatment, at his option. The foregoing shall not limit the UIS Police Dept.'s right to discipline officers for misconduct.

Section 17.9. Random Testing

The Chief of Police shall have the right to order random testing for the presence of illegal drugs and/or alcohol on all officers. Officers shall be selected by the use of a lottery, which will include the social security numbers of all officers. The UIS Police Dept. may test randomly up to twenty percent (20%) of the total number of officers per year with a maximum of three such drawings with accompanying tests conducted per year. A union selected representative shall be allowed to monitor the lottery drawing process. All tests ordered by the UIS Police Dept. shall be at the expense of the UIS Police Dept., and conducted by a neutral third party. Upon a positive test result, the officer and the Chief of Police shall be notified of the same in writing, and the officer may request a second test of the specimen. Any subsequent test will be at the expense of the officer.

Any officer, under the influence of alcohol or illegal drugs, or abusing prescription drugs, while on duty, shall be subject to disciplinary action, up to and including discharge. The refusal by any officer to submit to and complete any testing provided for under this section shall subject the officer to disciplinary action, up to and including discharge.

ARTICLE 18 - LIMITATIONS**Section 18.1. Limitations**

This Agreement is subject to: 1) applicable federal and state laws and regulations issued thereunder as they may be amended from time to time; 2) rules and regulations of the State Universities Civil Service System of Illinois as they may be amended from time to time; 3) rules and regulations of the State Universities Retirement System as they may be amended from time to time; 4) the statutes and rules promulgated by the Board of Trustees of the University of Illinois as they exist on the effective date of this Agreement; 5.) provisions of Policy and Rules as they exist on the effective date of this Agreement, or as amended; each of which is incorporated herein by reference.

In the event of conflict among any of the foregoing and any provisions of this Agreement, the former shall prevail, except where a deviation from the same is set out in express terms herein.

ARTICLE 19 - SAVINGS CLAUSE

If any provisions of this Agreement, or the application of such provisions, should be rendered or declared invalid by a Court of competent jurisdiction or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 20 - DURATION

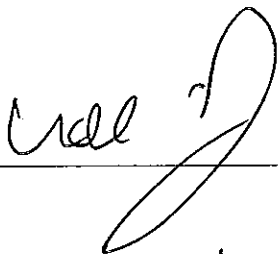
This Agreement shall be effective from August 25, 2019 and shall remain in full force and effect through August 24, 2019 August 20, 2022. It shall continue in effect from year to year thereafter unless either party gives the other a written notice of a desire to reopen negotiations. Such notice is to be by certified mail no earlier than one hundred twenty (120) days and no later than ninety (90) days prior to the expiration of the Agreement. Such notices shall be considered to have been given as of the date shown on the postmark.

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

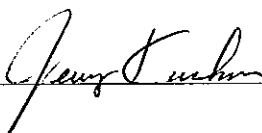
ACCEPTANCE BY THE PARTIES

IN WITNESS WHEREOF, the Union and the Employer have executed this Agreement by their duly authorized representatives this 29th day of May 2020.

ILLINOIS FRATERNAL ORDER
OF POLICE LABOR COUNCIL
SANGAMON COUNTY LODGE #55

By 

By Cindy Law

By 

By _____

BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS

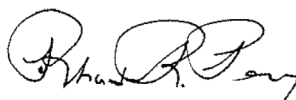
By Anjit Ghosh
Comptroller

APPROVED: Jami Painter
Associate Vice President for
Human Resources

By Thomas Riley
Executive Director,
Labor and Employee Relations


UIS Chief Spokesperson

APPROVED AS TO LEGAL FORM:


For University Counsel Date

APPENDIX "A" TO THE AGREEMENT-WAGES

**BY AND BETWEEN
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS
AND
LODGE NO. 55
ILLINOIS FRATERNAL ORDER OF POLICE (FOP) LABOR COUNCIL**

	August 25, 2019	August 23, 2020	August 22, 2021
OFFICER*	31.16	32.09	33.05
OFFICER +5	34.57	35.60	36.67
OFFICER +10	37.72	38.85	40.02
OFFICER +20	39.47	40.65	41.87
OFFICER +25	41.45	42.69	43.97

	August 25, 2019	August 23, 2020	August 22, 2021
CORPORAL	\$33.39	\$34.39	\$35.43
CORPORAL +5	\$37.05	\$38.16	\$39.31
CORPORAL +10	\$39.61	\$40.80	\$42.03
CORPORAL +20	\$41.45	\$42.69	\$43.97
CORPORAL +25	\$43.53	\$44.83	\$46.18

	August 25, 2019	August 23, 2020	August 22, 2021
SERGEANT	\$39.90	\$41.10	\$42.33
SERGEANT +5	\$40.71	\$41.93	\$43.18
SERGEANT +10	\$42.69	\$43.97	\$45.29
SERGEANT +20	\$44.69	\$46.03	\$47.41
SERGEANT +25	\$46.93	\$48.33	\$49.78

***Officers at the entry level shall not be penalized for advancing a step under the old Agreement during year 1 of this Agreement.**

In the event an Officer is promoted to Sergeant, and their rate of pay is more than the entry level Sergeants pay, the officer shall start at the next step higher than their current rate of pay.

**APPENDIX "B" TO THE AGREEMENT
BY AND BETWEEN
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS
AND
LODGE NO. 55
ILLINOIS FRATERNAL ORDER OF POLICE (FOP) LABOR COUNCIL**

APPENDIX "B" - UNIFORM PEACE OFFICERS' DISCIPLINARY ACT

(50 ILCS 725 et seq.)

1. Definitions

For the purpose of this Agreement, unless clearly required otherwise, the terms defined in this Section have the following meaning ascribed herein:

- a) "Officer" means a peace officer, as defined by Section 2-13 of the Criminal Code of 1961 as now or hereafter amended, who is employed by the University classified as a Police Officer, Corporal or Sergeant. The term does not include employees classified as Security Guards.
- b) "Informal Inquiry" means a meeting by supervisory or command personnel with an officer upon whom an allegation of misconduct has come to the attention of such supervisory or command personnel, the purpose of which meeting is to mediate a citizen complaint or discuss the facts to determine whether a formal investigation should be commenced.
- c) "Formal Investigation" means the process of investigation ordered by a commanding officer during which the questioning of an officer is intended to gather evidence of misconduct which may be the basis for filing charges seeking his/her removal, discharge or suspension in excess of three (3) days.
- d) "Interrogation" means the questioning, written or oral, of an officer pursuant to the formal investigation procedures of University of Illinois at Springfield Department of Public Safety written directives which may be the basis for filing charges seeking his/her suspension, removal or discharge. The term does not include questioning (1) as part of an informal inquiry or (2) relating to minor infractions of agency rules which may be noted on the officer's record but which may not in themselves result in removal, discharge or suspension in excess of three (3) days.
- e) "Administrative Proceeding" means any non-judicial hearing which is authorized to recommend, approve or order the suspension, removal, or discharge of an officer.

2. Interrogation of Officer

Whenever an officer is subjected to an interrogation within the meaning of this Agreement, the interrogation shall be conducted pursuant to Sections 3 through 11 of this Agreement.

3. Place of Interrogation

The interrogation shall take place at the facility to which the investigating officer is assigned, or at the facility which has jurisdiction over the place where the incident under investigation allegedly occurred, as designated by the investigating officer.

4. Disclosure of Information to Subject of Interrogation Regarding Nature of Investigation and Complaints

No Officer shall be subjected to interrogation without first being informed in writing of the nature of the investigation. If an administrative proceeding is initiated, the officer shall be informed beforehand of the names of all complaints. The information shall be sufficient as to reasonably apprise the officer of the nature of the investigation.

5. Time of Interrogation

All interrogations shall be conducted at a reasonable time of day. Whenever the nature of the alleged incident and operational requirements permit, interrogations shall be conducted during the time when the officer is on duty.

6. Disclosure to Subject of Interrogation of the Officer in Charge, Interrogators, and Others Present

The officer under investigation shall be informed of the name, rank, and unit or command of the officer in charge of the investigation, the interrogators, and all persons present during any interrogation except at a public administrative proceeding.

7. Duration of Interrogation Session

Interrogation sessions shall be of reasonable duration and shall permit the officer interrogated reasonable periods for rest and personal necessities.

8. Abusive and Offensive Language Prohibited at Interrogations

The officer being interrogated shall not be subjected to professional or personal abuse, including offensive language.

9. Record of Interrogation - Transcript

A Complete record of any interrogation shall be made, and a complete transcript or copy shall be made available to the officer under investigation without charge and without undue delay. Such record may be electronically recorded.

10. Advice of Rights

No officer shall be interrogated without first being advised in writing that the admissions made during the course of the interrogation may be used as evidence of misconduct or as the basis for charges seeking suspension, removal or discharge; and without first being advised in writing that he/she has the right to counsel of his/her choosing who may be present to advise him/her at any stage of interrogation.

11. Right to Counsel -- Presence of Representative of Collective Bargaining Unit

The officer under investigation shall have the right to be represented by counsel of his/her choosing and may request counsel at any time before or during interrogation. When such request for counsel is made, no interrogation shall proceed until reasonable time and opportunity are provided the officer to obtain counsel.

If the collective bargaining agreement requires the presence of a representative of the collective bargaining unit during investigation, such representative shall be present during the interrogation, unless this requirement is waived by the officer being interrogated.

12. Admissions or Confessions Obtained in Violation of Agreement

Admissions or confessions obtained during the course of any interrogation not conducted in accordance with this Agreement may not be utilized in any subsequent disciplinary proceeding against the officer.

13. Polygraph or Chemical Tests

In the course of any interrogation, no officer shall be required to submit to a polygraph test, or any other test questioning by means of any chemical substance, except with the officer's express written consent. Refusal to submit to such test shall not result in any disciplinary action nor shall such refusal be made part of his/her record.

14. Constitutional and Legal Rights

The rights of officers in disciplinary procedures set forth under this Agreement shall not diminish the rights and privileges of the officers that are guaranteed to all citizens by the Constitution and laws of the United States and of the State of Illinois.

15. Application of Agreement

This Agreement does not apply to any officer charged with violating any provisions of the Criminal Code of 1961, or any other federal, State or local criminal law.

16. Retaliatory Actions Prohibited

No officer shall be discharged, disciplined, denied promotion or seniority, transferred, reassigned or otherwise discriminated against in regard to his/her employment, or be threatened with any such treatment as retaliation for or by reason of his/her exercise of rights granted by this Agreement.

APPENDIX "C" TO THE AGREEMENT - GRIEVANCE FORM
BY AND BETWEEN
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS
AND
LODGE NO. 55
ILLINOIS FRATERNAL ORDER OF POLICE (FOP) LABOR COUNCIL

(Use Additional Sheets Where Necessary)

Department _____ Date Filed _____

Grievant's Name _____
Last First Middle Initial

STEP ONE:

Date of Incident or Date of Facts Giving Rise to Alleged Grievance _____

Briefly state the facts _____

Remedy sought _____

Given to _____ Date _____

Grievant's Signature

FOP Representative Signature

Employer's Step One Response: _____

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP TWO:

Reason for Advancing Grievance _____

Given to _____ Date/Time _____

Grievant's Signature

FOP Representative Signature

Employer's Step Two Response _____

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP THREE:

Reason for Advancing Grievance _____

Given to _____ Date/Time _____

Grievant's Signature

FOP Representative Signature

Employer's Step Three Response _____

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP FOUR:

Reason for Advancing Grievance _____

Given to _____ Date/Time _____

Grievant's Signature _____ FOP Representative Signature _____

Employer's Step Four Response _____

Employer Representative Signature _____ Position _____

Person to Whom Response Given _____ Date _____

STEP FIVE: INTENT TO PROCEED TO ARBITRATION BY ILLINOIS FOP LABOR COUNCIL

Person to Whom Referral Given _____ Date _____

FOP Labor Council Representative _____

APPENDIX "D" - DUES AUTHORIZATION FORM

**ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL
974 CLOCK TOWER DRIVE
SPRINGFIELD, ILLINOIS 62704**

I, _____ (insert your name), 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, _____ (insert your name), hereby authorize my Employer, _____ (insert Employer name), 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 to deduct from wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment to the date this dues deduction is implemented, 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.

CONTACT INFORMATION



Office of Human Resources
University of Illinois at Springfield
One University Plaza
Springfield, IL 62703
Phone: 217/206-6652
Fax: 217/206-7145
www.uis.edu/humanresources



Sangamon County Lodge No. 55
Police Officers, Police Corporals and Police
Sergeants

Springfield

Phone: 217/698-9433
Fax: 217/698-9487

Western Springs

Phone: 708/784-1010
Fax: 708-784-0058

www.fop.org

24-hour Critical Incident Hot Line: 877-IFOP911