ILLINOIS FOP LABOR COUNCIL

and

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS URBANA-CHAMPAIGN

Police Officer

August 20, 2023 – August 28, 2027

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COLLECTIVE BARGAINING AGREEMENT

by and between

THE BOARD OF TRUSTEES OF
THE UNIVERSITY OF ILLINOIS

and

THE FRATERNAL ORDER OF POLICE LABOR COUNCIL

Effective August 20, 2023 through August 28, 2027

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COLLECTIVE BARGAINING AGREEMENT
by and between
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS
and
THE FRATERNAL ORDER OF POLICE LABOR COUNCIL

Effective August 20, 2023 through August 28, 2027

This Agreement made and entered into by and between the Board of Trustees of the University of Illinois, a public corporation (hereinafter referred to as the "University"), and the Fraternal Order of Police Labor Council (hereinafter referred to as the "Union") on behalf of certain nonacademic employees of the University identified in Article III hereof.

ARTICLE I - AUTHORIZATION AND PURPOSE

Section 1.1. Authorization

This Agreement is authorized by 5 ILCS 315/1 et seq. (Illinois Public Labor Relations Act).

Section 1.2. Purpose

a) It is the intent and purpose of this Agreement to promote sound and mutually beneficial relationships between the University and the Union.

b) The University and the Union are committed to the uninterrupted effective performance of the teaching, research, and public service function of the University.

ARTICLE II - LIMITATIONS

Section 2.1. Limitations

a) 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 may be amended from time to time; 5) provisions of Policy and Rules for Civil Service Staff (Policy and Rules) as they exist on the effective date of this Agreement or as amended; each of which is incorporated herein by reference.

b) 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.

Previous agreements and commitments by and between the Parties, contradictory to provisions hereof, are agreed to be null and void as of the effective date of this Agreement

and this Agreement represents the entire agreement between the parties hereto. Any subsequent amendments hereto must be in written form and signed by the authorized official(s) of each party. The foregoing or any other provision of this Agreement shall not constitute a waiver of bargaining.

c) The University reserves the right to modify or add policies, rules and or regulations provided, however, that no such change shall be inconsistent with the terms of this Agreement. The University shall notify the Union when it is considering adding, modifying or changing a policy, rule or regulation, which pertains to a mandatory topic of bargaining. The Union reserves the right to request bargaining prior to implementation of the change. Any such bargaining, and impasses, will be conducted pursuant to the relevant provisions of the Illinois Public Labor Relations Act, to the extent required by law.

ARTICLE III - NEGOTIATIONS AND EXCLUSIVE RECOGNITION

Section 3.1. Class Represented

The University recognizes the Union as the exclusive representative for a single negotiation unit consisting of employees in the following class as defined or established by the State Universities Civil Service System of Illinois and employed by the University at Urbana-Champaign, Illinois:

POLICE OFFICER

But excluding those excluded employees as set forth in 5 ILCS 315/6 of the Illinois Public Labor Relations Act (5 ILCS 315/1 et seq.). This exclusive representation is for purposes of determining appropriate ranges of compensation or rates of compensation and other conditions of employment to be recommended to the State Universities Civil Service System of Illinois by the parties.

Section 3.2. New Classes and Recognition

The University agrees that if any new Civil Service class designations should be established for the same work presently being performed by those classes identified in Section 3.1 of this Article, said new classes will be treated as part of the single negotiations unit recognized by this Agreement.

Section 3.3. Equal Opportunity

There will be no discrimination by either the Union or the University against any applicant or candidate for employment or employee because of race, creed, color, national origin, religion, sex, age, handicap, ancestry, marital status, sexual orientation, order of protection status, civil union status, genetic information, gender identity or status as a disabled veteran or veteran.

An employee who has an issue based on discrimination shall first discuss the complaint informally with either his/her designated supervisor, Division Head, a representative of the Office of Diversity, Equity and Access or other official designated by the Chancellor, in an effort to settle the matter. Violation claims under this Section shall not be subject to the grievance and arbitration provision of this Agreement.

Section 3.4. Rights of the University

The Union recognizes the right of the University to manage its operations and to plan, direct, and control the policies and conditions of employment of its employees insofar as such policies are not inconsistent with the express provisions of this Agreement or established policy. Among the rights retained by the University are the University's right to direct the working forces; to plan, direct and control all operations and services of the Division of Public Safety (hereinafter referred to as the "Division"); to schedule and assign work; to establish work and productivity standards and to, from time to time, change those standards; to assign overtime; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to determine whether goods or services shall be made or purchased; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment or facilities.

Section 3.5. Protected Activity

Each employee may make his/her own personal decision with respect to the Union or other employee organization membership, without intimidation or coercion. There will be no discrimination against any employee because of Union membership or because the employee is acting as a representative of the Union or its members or other non-academic employees pursuant to the provisions of this Agreement or of Policy and Rules.

Section 3.6. Union Activity

a) The Union and its members will not solicit membership or carry on Union activity on University premises with employees of the University during working hours. Special Union meetings may be held during working hours if approved by the Chief of Police or his designee. Officers who are scheduled to work and attend the special meeting will be compensated at their basic straight time hourly rate, however, officers who are not scheduled to work but attend the special meeting will not be compensated.

b) A designated representative of the Union with permission of proper authorities may leave his/her assigned work to investigate and process grievances, as well as for contract negotiations. The procedure for securing such release time shall be as set forth in Article VIII Section 8.1, General Principles (h).

c) The Union may have posted certain notices and bulletins upon bulletin boards designated by the University. These notices and bulletins will be on the official letterhead of the Union, being signed by an officer thereof. Notices and bulletins permitted to be posted are:

    1. Notices of Union meetings.
    2. Notices of Union elections.
    3. Notices of Union appointments and results of Union elections.

    With the approval of the University notices other than the above may be posted from time to time. The approval of the University will not be unreasonably denied.

Section 3.7. Notification of Recognition

The University will notify all new personnel hired to work in the class covered by this Agreement that the Union is the authorized negotiating representative for the employees described in this Article.

ARTICLE IV - WAGES

Section 4.1. Method of Establishment of Wages

Wages specified herein have been established in negotiations by and between the Parties. The University shall recommend these wages, which shall take into account the rate of compensation generally paid for similar work in the locality in which the work is to be performed, to the State Universities Civil Service System of Illinois.

Section 4.2. Effective Date of Wages

The minimum base salary hourly rates shall be as listed in Appendix A – Base Wages. The officers' wages shall be increased during the term of this Agreement on the dates and in the manner set forth below:

a) During the first year of the Agreement (8/20/23-8/17/24), bargaining unit employees shall receive a five (5%) percent wage increase to their base salary.

b) During the second year of the Agreement (8/18/24-8/16/25), bargaining unit employees shall receive an across-the-board percentage increase to their wage rates that is equivalent to the campus wage program announced by the Provost (or other appropriate administrator for the Urbana campus) for civil service employees (civil service pay adjustment increase) for that academic year, or an across-the-board increase of four and a half percent (4.5%), whichever is greater.

c) During the third year of the Agreement (8/17/25-8/15/26), bargaining unit employees shall receive an across-the-board percentage increase to their wage rates that is equivalent to the campus wage program announced by the Provost (or other appropriate administrator for the Urbana campus) for civil service employees (civil service pay adjustment increase) for that academic year, or an across-the-board increase of four percent (4%), whichever is greater.

d) During the fourth year of the Agreement, (8/16/26-8/28/27), bargaining unit employees shall receive an across-the-board percentage increase to their wage rates that is equivalent to the campus wage program announced by the Provost (or other appropriate administrator for the Urbana campus) for civil service employees (civil service pay adjustment increase for that academic year, or an across-the-board increase of four percent (4%), whichever is greater.

e) Anniversary Step Increases: Officers shall be eligible throughout the term of this Agreement for anniversary step increases based upon the Officers' original date of hire as

a Police Officer or Police Officer Intern with the Department at the University of Illinois at Urbana-Champaign.

Section 4.3. Wages (Basic Straight Time)

a) Basic straight time hourly wages are hereby defined as those payable for work performed during the four (4) normally scheduled days of work in a workweek, but for not more than ten (10) hours work during any one (1) of the aforesaid four (4) days.

b) Basic straight time wages are and shall be as set forth in of this Agreement.

Section 4.4. Wages (Overtime)

a) Employees covered by this Agreement shall be compensated at one and one-half (1½) times their regular hourly rate (basic straight time hourly rate plus any applicable differentials plus any other amounts required by Federal Law to be included in the rate of pay for purposes of computing overtime) for time worked in excess of ten (10) hours per day and/or forty (40) hours per week. Overtime may only be performed pursuant to specific supervisory direction.

b) Compensatory Time - When mutually agreeable to the Department Head and to the employee, employees covered by this collective agreement may, in lieu of receiving overtime pay, be granted compensatory time off at the rate of one and a half (1½) hours for each hour of overtime worked, provided however that such compensatory time off is utilized in accordance with Policy and Rules. The maximum compensatory time accrual cannot exceed one hundred and sixty (160) hours. The current practice regarding the cashing-in of compensatory time shall continue during the term of this Agreement; however, beginning July 1, 2017, the maximum amount of compensatory time an employee can cash out is one hundred and sixty (160) hours in a fiscal year. Accrued compensatory time shall be approved for use pursuant to the FLSA rules and regulations.

c) The University may require employees covered herein to work overtime. The University will make known to employees expected to do overtime work the probability of its becoming necessary as far in advance thereof as practicable, except in unforeseen cases of emergency, which the University alone may define.

d) Overtime shall be divided and offered as equally and impartially as possible among all eligible employees. An accumulated overtime list shall be posted on the bulletin board in the squad room every seven (7) days indicating the amount of overtime worked. If any employee establishes that he/she has not received his/her equal and impartial share of overtime work, such employee shall have first preference to future overtime work (provided they are readily available) until reasonable balance is recreated.

When an Officer has been unavailable for overtime assignments for over 30 working days or is a new Officer who has just completed their field training, the Officer's accumulated total will be adjusted to the average total for Officers of equal status. Hours will not

decrease if the Officer's current hours remain above the current average. Hours will only increase to the current average if the Officer's overtime hours are below the current average.

e) Generally, officers may volunteer for, but will not be forced to work, overtime assignments outside of the campus district, unless the assignment is associated with a special response team or there is an exigent circumstance requiring assistance under a mutual aid agreement.

Section 4.5. Wages (Call-back)

a) Call-back is defined as an official assignment of work, which does not continuously precede or follow an employee's regularly scheduled shift. Approved time-not-worked for the employees' convenience does not break the continuance of the shift referred to in the preceding sentence. Court time, as defined in and provided for in Section 6 immediately below, shall not be considered a "call-back" for purposes of this Section.

b) Employees who report back upon the University's premises at the time specified in the call-back, with no work being offered, shall be paid three (3) hours pay at overtime or premium rate, whichever is applicable. If the employee called back actually reports upon the University's premises at the time specified in the call-back, and performs the work assigned by the University, he/she shall receive a minimum of three (3) hours pay, or be paid for actual time worked, whichever is greater, at applicable overtime or premium rates.

Section 4.6. Court Time

An officer, when appearing on behalf of the University, will be paid for all court time which does not continuously precede or follow his/her regularly scheduled shift at one and one-half (1½) times the officer's regular hourly rate (as defined by Federal law) with a minimum of three (3) hours pay or for actual time worked whichever is greater. The awarding of court time pay as provided above shall always be dependent upon the fact that the court appearance occurred during the officer's regular time off. The awarding of court time pay shall be further governed and limited as follows:

a) When a court appearance begins during and extends beyond the officer's regularly scheduled shift, then the officer shall only be paid the overtime rate for time worked beyond his/her regularly scheduled shift, provided the officer worked a full shift. All other time worked during his/her regularly scheduled shift shall be paid at the basic straight time hourly rate.

b) When a court appearance begins prior to the beginning of the officer's regularly scheduled shift, then the officer shall only be paid the overtime rate for time worked up to the start of his/her regularly scheduled shift, provided the officer works a full shift thereafter. All other time worked during his/her regularly scheduled shift shall be paid at the basic straight time hourly rate.

c) If an officer reports for a scheduled court appearance and the court appearance has been canceled, the officer shall receive two (2) hours pay at the overtime or premium rate provided (a) and (b) above are not applicable.

d) An officer, when required to make a court appearance at a time that the officer is on approved vacation, compensatory time, or an approved holiday, will be paid for such court time at one and one-half (1½) times the officer's regular hourly rate (as defined by Federal law), with a minimum of three (3) hours pay, or for actual time worked, whichever is greater. Except in cases where the appointment to court time cannot be predetermined, vacation and compensatory time approval will not be granted for the day or the time that the court appearance is scheduled.

Section 4.7. Longevity Step Increase

The longevity credit shall include only continuous police service. However, employees who have been credited with total University service previously shall retain their service credit. Longevity step increases shall become effective the first day of the payroll period in which the completion of the time requirement occurs.

Section 4.8. Lateral Transfers

For the purposes of wages only, Officers hired under the lateral transfer program, or who have prior years of service as a full-time certified or sworn Officer, will have their years of service added to their time in service at UIPD and will be placed on the appropriate step of the wage table. A half year (183 days) or more of service will be counted as a complete year. Prior experience at another institution will not count towards the employee's seniority at the University.

Police Officers that are currently employed at a lower longevity step than the years of Police service allowed in this section will be placed in the appropriate step based on the above language.

Section 4.9. Canine Officer Pay

Any officer assigned as a canine officer shall receive, in addition to any other monies to which he/she is entitled under this agreement, one hour of overtime pay for each day he/she is responsible for caring/feeding/training of the animal. Alternatively, the University may shorten a canine officer's shift by one hour in order to avoid the payment of overtime on days that a canine officer is regularly scheduled to work. This provision is effective the date a canine officer is given sole control of his/her animal.

Section 4.10. Investigator's On-Call Pay

Police Officers assigned as investigators who are required to be "on-call" shall be compensated one (1) hour per workday, up to a maximum of seven (7) hours per workweek, at their overtime hourly rate of pay. If an employee fails to respond within a reasonable amount of time while "on-call," the "on-call" pay for that week will be forfeited.

Section 4.11 Training Officer Compensation

Any Officer assigned as a Field Training Officer or ILETSB certified instructor shall receive two (2) hours of overtime per shift of training with a five (5) consecutive hour minimum shift. Trainers will have the option to work their normal weekly shifts in addition to scheduled training and receive any resulting overtime.

ARTICLE V - BENEFITS

Section 5.1. Policy

Except as otherwise set forth in Sections 5.2 and 5.3 of this Article, employee benefits (e.g., leaves of absence, retirement disability, sick leave, holidays, vacation and personal leave, retirement and inter-institutional reciprocity), will be offered to officers in accordance with and pursuant to the terms set forth in the University's Policy and Rules. Benefits under the control of the University will not be diminished during the term of this Agreement, and any improvements in such benefits will be made applicable to officers on the same date that such improvements are made applicable to other University employees.

Vacation requests should be scheduled as far-out as possible, with supervisory review completed within 1 week of the submitted request.

Section 5.2. Holiday Pay

Effective as of November 1, 2011, when an officer's regularly scheduled workday falls on a holiday, but the officer is instead scheduled to be off due to reduced staffing requirements, the officer shall receive ten (10) hours of straight time pay for that day off.

When an officer's regularly scheduled workday falls on a holiday and the officer works that holiday, the officer shall receive ten (10) hours of straight time pay, as well as ten (10) hours of overtime pay, for working that holiday.

When an officer's regularly scheduled day off falls on a holiday, the officer either shall receive ten (10) hours of straight time pay or be granted ten (10) hours of compensatory time off.

An officer shall receive ten (10) hours of straight time pay when utilizing a floating holiday.

The practice of scheduling officers off on holidays shall continue during the term of this Agreement. Officers scheduled off or scheduled to work the holiday on a holiday shall receive at least 30 days' notice of such scheduling. Exceptions to this notice period may be made for the New Year's Day and Fourth of July holidays.

Section 5.3. Gift Days and Funeral Leave

Gift days and funeral leave shall be compensated at the rate of ten (10) hours of straight time pay for each day utilized. One-half of a gift day shall be compensated at the rate of five (5) hours of straight time pay.

Section 5.4. Uniforms

a) Appearance

All officers are required to report to work with their clothing and equipment in clean condition and neat in appearance.

b) Issuance of clothing and equipment to new officers

The Division shall issue to each new officer the following clothing and equipment:

Clothing:
Six (6) all-weather uniform trousers [At Least one (1) Class A]
Six (6) short sleeve uniform shirts [At Least one (1) Class A]
Six (6) long sleeve uniform shirts [At Least one (1) Class A]
One (1) pair of approved footwear (up to $150).
One (1) Ceremonial Dress Jacket (To be issued after officer is off probation)

Equipment:
One (1) tie
One (1) duty police hat with rain cover
One (1) winter hat
Body-Armor-Threat level II (to be replaced in accordance with the manufacturer's specifications)
One (1) all-season coat
One (1) reversible raincoat
One (1) pair of gloves
Two (2) badges (one shirt badge and one coat badge), collar insignia, name tag and award bar holder
Weapons as required and authorized by policy, including a handgun (with magazines/re-loaders and ammunition), OC Spray, expandable baton, and one (1) set of handcuffs
Duty belt gear, including outer belt, inner belt, one (1) set of belt keepers, personal protection pack, and issued weapons holster, cases and pouches
Portable radio and issued accessories
Gas mask
Two traffic wands
One (1) traffic safety vest
One (1) whistle with uniform chain One (1) helmet
One (1) flashlight (up to $80.00)

c) Clothing allowance for the subsequent purchase of clothing and equipment

The Division will provide its officers with an annual clothing allowance that ~~is~~ shall be used to purchase uniforms and equipment that have been recommended by the Uniform and Equipment Committee (which is comprised of three members of management, and three bargaining unit employees selected by the union) and approved by the Chief of Police in the above clothing and equipment list or additional Police related items that can be utilized during employment.

Except as set forth below or as otherwise stated within this provision, officers will be responsible through the expenditure of their clothing allowance for all alterations and for the replacement of any uniforms or equipment due to normal, wear and tear. The Division, however, will bear the cost of any approved embroidery to Class B uniform shirts, and will provide officers with the following items to the extent deemed necessary by the Division:

1. Portable radio and issued accessories;
2. Helmet;
3. Gas mask;
4. OC spray;
5. Body armor;
6. Badges;
7. Mandatory changes in uniforms dictated by the Division that require an initial issue of new uniforms to all officers; and
8. Weapons as required and authorized by the Division.
9. The Division also will provide any cleaning and laundering services for uniform apparel, other than socks, deemed necessary by the Division.

Officers who have successfully completed 12 months of employment will receive a prorated share of the clothing allowance.

In the event that an officer is on an approved leave of absence, depending upon the anticipated length and purpose of the leave, an officer's receipt of the clothing allowance may be delayed until after the officer returns from the leave to active duty.

d) Clothing allowance for Officers

At or near the beginning of each fiscal year, the Division will provide officers with a clothing allowance that is equivalent in amount to the normal, verifiable retail cost of six (6) approved uniform shirts, six (6) approved all weather uniform trousers (1⁄2 Class A, 1⁄2 Class B, to the extent that different classes of uniforms are used by the Division), and one (1) Ceremonial Dress Coat. For the Fiscal Year 2022, the Ceremonial Dress Coat United Uniform Item# JA797 will be used for calculations. The Chief of Police will later determine if this coat or another similar coat will be used for the Ceremonial Dress Uniform upon further review.

The Division shall be responsible for determining and communicating that amount to the officers on or about the start of each fiscal year. Officers shall receive that amount, in which taxes will be deducted per applicable IRS laws.

e) Clothing for officers on special assignments and other services.

In addition to the attire and equipment provided to other officers, as set forth above, the Division will provide any specialized attire and equipment deemed necessary by the Division to those officers assigned to special units, such as tactical or bomb disposal teams, or to special operations, such as the bicycle patrol.

f) Clothing damaged in the course of duty

Any article of clothing, equipment, watch up to a maximum value of seventy-five dollars($75.00), dentures or eyeglasses that are damaged, bent, lost, stolen, or destroyed in the performance of police duties will be replaced by the Division, provided that there was no contributory negligence on the part of the officer. If an officer is deemed to have been contributorily negligent, the Division will determine how much of the loss and the cost of replacing the item should be apportioned to or assessed against the officer. If the officer disagrees with the

determination reached by the Division as to how the replacement cost should be apportioned, the officer may file a grievance. Replacement costs chargeable to the officer shall not exceed two hundred dollars ($200.00).

Section 5.5. Parking

Commencing on the next pay period after the Agreement is effectuated, when new parking tags are issued by the University's Parking Division, officers who elect to purchase parking passes for daytime parking will be required to pay a fee that is equivalent to nine-tenths of one percent (0.9%) of their respective annual base salary. Part-time employees who elect to purchase parking passes will continue to be charged the corresponding full-time rate. The University will offer parking on shuttle lots (if applicable) and night-time parking to permanent bargaining unit employees under the same terms as it is offered to other University employees.

Section 5.6. Family and Medical Leave

Employees will be offered family and medical leave in accordance with and pursuant to the terms of the federal Family and Medical Leave Act (FMLA). As set forth within that statute, eligible employees, as defined by the FMLA, will be granted up to twelve (12) workweeks of unpaid leave during a designated 12-month period. Throughout that leave, the employee's group health benefits will be maintained under the same terms as if the employee had continued working. At the end of the leave, the employee will be restored to the same or an equivalent position with equivalent pay, benefits and other terms of conditions of employment, and will be eligible to receive any enhancements in salary, benefits or other terms to the extent that the employee would have been eligible if the employee had continued working. The FMLA also provides certain military family leave entitlements as well. Eligible employees may use FMLA leave for specified reasons related to certain military deployments of their family members and may take up to twenty-six (26) weeks of FMLA leave in a single 12-month period to care for a covered servicemember with a serious injury or illness.

ARTICLE VI - WORKING RULES AND CONDITIONS

Section 6.1. Shift, Work Day and Work Week

a) Bargaining unit employees shall work four (4) - ten (10) hour days with three (3) days off, subject to call-out and extra duty assignments, as per past practice; (Crime prevention officers shall work with fixed days off to be determined.) This schedule may vary depending on shift rotation(s) and the work period.

b) The hours of work shall be:

0700-1700
1600-0200
2200-0800
1900-0500

c) Overtime shall be paid for all hours worked in excess of ten (10) hours per day and/or forty (40) hours per week.

d) The workday is a fixed and regularly recurring period of twenty-four (24) consecutive hours and begins at 12:01 a.m. each calendar day.

e) The workweek is a fixed and regularly recurring period of one hundred sixty-eight (168) hours, seven (7) consecutive twenty-four (24) hour periods, and begins at 12:01 a.m., Sunday. The full-time work schedule in the workweek shall consist of four (4) days and shall not exceed forty (40) hours of work.

f) Employees who have a ten-hour (10-hour) workday schedule, who are attending training which lasts less than 10 hours in a day, may be given a work assignment to complete the workday or will be allowed the option to use vacation, compensatory time, or take unpaid leave to complete a ten-hour (10-hour) day.
Work schedules may be changed to accommodate training.

g) The current 4/10 schedule shall continue unless a change is warranted by emergency needs. In the event a schedule change, the University shall notify the Union of the change and the reasons that necessitated the change, and shall bargain the change upon demand of the Union.

h) The University retains all of its inherent and contractual management rights including, but not limited to:

1. the establishment of minimum staffing levels, and
2. the deployment of officers during regular shift time and during overlap periods; and,
3. the identification of supervision for investigators on weekends.

Work schedules may be changed from time to time to meet varying conditions of the University's programs.

i) The parties agree generally with the principle/concept that officers should not be required to work more than sixteen (16) hours in a twenty-four (24) hour period. In the event that an officer is required, or by mutual agreement agrees to work in excess of sixteen (16) hours, and those hours occur during the officer's regular shift, the officer may choose either to be assigned to a non "call-patrol" position or may use benefit time to complete the hours in his or her regular shift, with such request to not be unreasonably denied. The Department will not unreasonably deny an officer's request to work more than sixteen (16) hours to accommodate a period of training immediately following the officer's normal work shift. "Non-call" status shall refer to administrative duties, training, report writing, or similar activities performed at the Public Safety Building or at an approved location.

The Department is expressly granted the right to require officers to work more than sixteen (16) hours within a twenty-four (24) hour period whenever emergency situations arise, such as during periods of civil unrest, natural or major disasters, riots, or other such emergencies.

For the purposes of this provision, the twenty-four (24) hour period is measured from the point in time that the officer first reports for duty. The sixteen (16) hour maximum shall reset after an eight (8) consecutive hour break in work.

j) In accordance with the State Officials and Employees Ethics Act (5 ILCS 430), in order to account for time spent in preparation before the start of a shift and post-shift activity after the end of the regular workday, officers assigned to Patrol shall be allowed to end all patrol activities fifteen (15) minutes before the scheduled ending time of their workday or duty shift. For purposes of determining overtime eligibility, the scheduled ending time of an officer's workday or duty shift (and not the earlier time that the officer ceases patrol activities) shall be considered and treated as time worked. Under no circumstances shall time worked during this quarter-hour period be considered or treated as overtime.

Section 6.2. Shift Schedule

No change will occur in an employee's regular work schedule to obviate overtime pay, premium pay, or holiday work. However, it is understood that work forces may be reduced during holidays without change of shifts, but only at the discretion of the University. On holidays, when the University is not in session, if the employee is otherwise scheduled to work, he/she may request the holiday off. If this request is approved by the University, the employee will be paid at his/her basic straight time hourly rate.

Section 6.3. Selection of Shifts

a) The University accepts the principle of seniority in the selection of patrol shifts including focus areas and projected day off patterns by employees covered by this Collective Bargaining Agreement. Complying with Article III, Section 3.4 Rights of the University hereof, so long as operations under this principle are satisfactory, the University will continue to permit the selection of patrol shifts including focus areas and projected day off patterns on the basis of seniority. The University retains the right to set and alter projected day off patterns as needed operationally. Police personnel covered by this Agreement may be assigned to any shift at any time during their probationary period of employment.

b) Employee initiated requests for change of shift may only be made after completing six (6) months on an assigned shift.

c) After assignment to a patrol shift (referred to above) employees will normally not be moved from one shift or area to another as a disciplinary measure unless in the University's judgment it is necessary to do so. An explanation will be given to the Union if requested.

d) The Chief of Police shall have the authority in his/her discretion to move from shift to shift, the three (3) least senior Officers on any shift if a change of manpower is required in order to provide for the orderly functioning of the division.

e) The University agrees that shift sign-ups, including focus areas and projected day off patterns, are to be completed so that at least thirty (30) calendar days' notice can be given to officers relative to the establishment of any new shift assignments.

f) Employees shall be allowed to trade duty shifts by completing a duty shift trade notification form which shall be submitted to the respective shift supervisor prior to the start of the affected employee's shift, as long as the following conditions are met:

1. The duty shift trade occurs within same pay period;
2. Prior supervisory approval from any and all affected shifts must be obtained;
3. The duty shift trades cannot result in overtime to the University; and
4. Payroll and time records have to accurately report who has worked and when.

Section 6.4. Police Schooling

The University will take necessary steps to provide police personnel with continuing proper and adequate in-service training, subject to budgetary and other reasonable limitations. The University will fairly consider all requests for in-service training.

Employees who have a ten-hour (10-hour) workday schedule, who are attending training which lasts less than 10 hours in a day, may be given a work assignment to complete the workday or will be allowed the option to use vacation, compensatory time, or take unpaid leave to complete a ten-hour (10-hour) day.

Work schedules may be changed to accommodate training.

Section 6.5. Officer Reimbursement for Training

The University agrees to provide probationary police officers law enforcement training via a basic training academy program. Probationary police officers will reimburse the University for expenses incurred regarding basic training academy costs if they decide to voluntarily terminate their employment with the University for reasons not related to serious illness or on-duty injury, within three (3) years of active service (not including layoff) following their completion of the basic academy program.

Section 6.6. Assignment to Other Duties

Employees covered by this Agreement may be assigned to perform duties not inconsistent with their job specifications in the Uniform or Plain Clothes Division as directed.

Section 6.7. Special Services Details

Special Services Details (SSD) Community or Regional Task Forces may be activated from time to time. A unit-wide or department-wide announcement of such details will be made seeking a roster of volunteers for the detail(s) or task force(s). Interested employees will be interviewed for the position. Following interviews, the supervisor of the section involved will recommend to the Chief for selection to such details from a roster of volunteers, employees who in his/her opinion, are qualified to perform the services required. Such selection will be made without regard to seniority, with the exception that:

When selections are being made to new vacancies for the EOD, Tactical Team and Bicycle Details, if two (2) employees are equally qualified, the selection will be made on the basis of seniority.

In the event there is an emergency prompting the need for the immediate creation and filling of a SSD or task force, such assignment may be made on a temporary basis. As soon as reasonably possible, the SSD or task force will then be filled as provided above.

Section 6.8. Orders to Police Personnel

a) The Chief of Police will furnish the Union, by letter, a copy of any and all directives issued pertaining to police personnel.

b) Whenever practicable, which the University alone defines, in other than normal activities, written rather than verbal orders shall be issued to police personnel. To avoid conflict and/or misunderstanding in the event of changed orders to police personnel, the last order received from equally ranked University supervisors, or officials, or one given by higher ranking University supervisor or official, will be the one obeyed.

c) The University and its representatives and the employees agree to follow and adhere to all rules, regulations, general and special orders so long as the same are in full force and effect.

Section 6.9. Medical Service, Emergency

a) The University will provide to employees covered in this Agreement emergency medical service in case of any on-the-job accident or injury.

b) The University will also provide transportation to a local hospital emergency room for any employee who becomes seriously ill while on the job.

Section 6.10. On the Job Injury

Officers suffering from on the job injury or illness shall not be required to use benefit time when required to receive treatment or rehabilitation while working their regularly scheduled shift.

Section 6.11. Union Records

As long as it has space available, the University will provide the Union with a location for keeping its files.

Section 6.12. Layoffs

a) Insofar as possible, and as may be required or permitted under Policy and Rules, the University will give at least thirty (30) workdays' notice to the employee prior to the effective date of any layoff of that employee. The University will be obligated to notify the Union of its intention and the reasons for such action and if the Union should so desire, to meet with the Chief of Police within twenty-four (24) hours to discuss the proposed layoff.

b) At the written request of an employee, the University may lay off that individual employee without regard to the notice provisions set forth herein.

c) In the event of a layoff of sworn personnel, the University agrees not to hire civilian personnel to perform the duties that only a peace officer can perform. A peace officer shall be defined in accordance with Illinois Compiled Statutes, Chapter 5, Section 315/3

(effective 1-1-88.) In the event of a layoff sworn personnel will be laid off in the reverse order of their seniority, and rehired by seniority.

Section 6.13. Law Enforcement Materials

The University shall make available current copies of Chapters 720 (Criminal Offenses), 725 (Criminal Procedure), and 730 (Corrections) of the Illinois Compiled Statutes (ILCS), as well as the Illinois Vehicle Code (625 ILCS 5/1 et seq.)

Section 6.14. Equipment Storage

The Parties shall work cooperatively in the effort to provide officers with lockers and additional secure spaces that provide for the storage of officers' uniforms and equipment used in the performance of duties.

ARTICLE VII – DISCIPLINE AND DISCHARGE

Section 7.1. Discipline

Employees covered by the terms of this Agreement shall be subject to discipline, in accordance with the following provisions:

a) Informal corrective action will consist of coaching/counseling cards.
b) Discipline measures shall only include oral and written reprimands, suspension without pay and discharge. Discipline shall be for just cause
c) The tenets of progressive and corrective discipline shall apply. The University reserves the right to skip any and all disciplinary measures due to the serious of the infraction or due to a pattern of infractions.
d) Discipline shall be imposed as soon as practicable after the Employer is aware of the event or action giving rise to the discipline after a reasonable period of time to investigate the matter, unless the incident is subject to a criminal and/or administrative investigation outside the control of Illinois Human Resources or University of Illinois Police Department. In any event, the actual date discipline commences may not exceed forty-five (45) days after the commencement of the pre-disciplinary meeting.

Employees under investigation may be placed upon administrative leave without loss of pay pending the conclusion of the investigation and/or imposition of disciplinary action

Section 7.2. Absence for Five (5) Consecutive Workdays Without Reporting to the Employer

Absence of an employee for five (5) consecutive workdays without reporting to the Employer, or person designated by the Employer to receive such notification, may be cause for discharge in the absence of exigent circumstances that prevented them or someone acting on their behalf from being able to contact supervision at any point during that time period. For such absences, the following process will be followed:

1. Following the fifth consecutive workday of an absence by an employee without reporting, the Employer shall send notification of their absence to the employee and the Union.
2. Upon receipt of the notification, the employee shall have ten (10) workdays to respond.

If no response from the employee is received within the ten (10) workday timeframe, the employee will be considered to have resigned upon their last day of work**.** However, the University shall allow the employee to be reinstated to their former position if the employee can demonstrate that the employee was unable to provide proper notification of his/her absence to the University due to circumstances beyond his/her control.

Section 7.3. Behavior Subject to Discipline

Behavior warranting discipline less than discharge include, but are not limited to: unauthorized and unexcused absence; leaving work without authorization; habitual tardiness; unauthorized key duplication and/or unauthorized possession of keys; inappropriate or unauthorized use of University resources or property; misrepresentation of absence; falsification of records; refusal to do assigned work; failure to follow work schedules; failure to follow time schedules; poor quality and/or quantity of work; insolence; failure to adhere to departmental regulations; smoking in prohibited areas; disregard of safety regulations; careless workmanship resulting in spoilage, waste or delay; gambling on institutional property; creating or contributing to unsanitary conditions; horseplay or scuffling; fighting; bullying or intimidating behavior; inappropriate interaction with University employees, students, or the public; sleeping during working hours; unauthorized visiting and loafing on the job.

Behavior warranting discharge include, but are not limited to: all those listed as causes for suspension if they become recurring offenses and in addition, theft; insubordination; any illegal form of harassment; drinking intoxicating liquors on institutional time or property; inability to perform assigned duties satisfactorily as a result of drinking alcoholic beverages or using controlled substances; malicious damage to property, tools, or equipment; immoral or indecent conduct which violates common decency or morality; conviction of an offense involving moral turpitude; illegal or excessive use of controlled substances; sale of alcohol or illegal drugs on University property; assault; threats to health or safety of another person(s) or to University property; and possession of weapons on University property.

To determine if action is warranted, supervisors will consider the following:

1. Did the employee clearly understand the rule or policy that was violated?

2. Did the employee know in advance that such conduct would be subject to disciplinary action?

3. Was the rule violated reasonably related to the safe, efficient and orderly operation of the business?

4. Is there substantial evidence that the employee violated the rule?

5. Is the contemplated discipline reasonably related to the seriousness of the offense, the employee's record with the organization, and to action taken with other employees who have committed a similar offense?

Section 7.4. Manner of Issuing Discipline

All discipline will be recorded in writing. Discipline will be issued in a private manner so as not to cause unnecessary embarrassment to the employee. An employee may request that a Union representative attend a meeting where an employee receives an oral or written reprimand. The presence of a Union representative, however, will not relieve the employee's obligation to participate in that meeting.

Section 7.5. Pre-disciplinary Meeting and Notification

When the University is contemplating suspension or discharge, a pre-disciplinary meeting will be held. The University will provide at least three (3) workdays written notice to the employee prior to this meeting, except in cases of emergency, which the University alone may define. Such notice shall contain the date, time, and location of the meeting, the specific reason for the meeting, and apprise the employee of his/her right to representation at the pre-disciplinary meeting. The employee and his/her representative shall be given the opportunity to rebut the reasons for the contemplated discipline. Such rebuttal shall be received within three (3) calendar days after the conclusion of the pre-disciplinary meeting, unless the union or Officer requests an extension which shall not be unreasonably denied.

Section 7.6. Notification of Discipline

If a disciplinary action is taken against an employee greater than an oral reprimand, the University shall promptly furnish the Union through its designated representative (unless requested not to do so in writing) and the employee with written notice of such corrective action and the reasons therefore.

Section 7.7. Right to Appeal

The Union reserves the right to appeal any disciplinary action greater than an oral reprimand, including discharge, via the grievance procedure, up to and including binding arbitration.

Upon the filing of an appeal and upon written request for information, the University shall provide the Union copies of all pertinent information relating to any imposed or recommended disciplinary action, up to and including discharge; provided the request is not overly broad, unduly burdensome and not protected by legal privilege.

Section 7.8. Right to Review Personnel File

Employees shall have the right of access to their personnel and discipline files at reasonable times and intervals in accordance with the provisions of 820 ILCS 40/1 et seq. (The Illinois Employee Access to Records Act).

Section 7.9. Right to Union Representation

Nothing contained within this Article is intended or should be construed to waive employees right to union representation during questioning that the employee reasonably believes may lead to discipline. Bargaining unit employees shall have such rights as set forth in the United States Supreme Court decision in *NLRB v. Weingarten*, 420 U.S. 251 (1975), and the Illinois State Labor

Relations Board's decision in *Central Management Services and Corrections (Gerald Morgan),* 1 Pub. Employee Rep. (Ill.) ¶ 2020, No. S-CA-54 (ISLRB Sept. 13, 1985).

Section 7.10. Rights During Investigation

Nothing contained within this Article is intended or should be construed to waive or diminish the rights afforded to officers under investigation that are set forth in the Uniform Peace Officers' Disciplinary Act, 50 ILCS 725/1–7.

ARTICLE VIII - GRIEVANCE PROCEDURE

Section 8.1. General Principles

a) As noted in the preceding Article, the Union may appeal any disciplinary action imposed, including discharge, through the grievance procedure set forth within this Article, up to and including binding arbitration.

b) Definition - A grievance is defined as any dispute or disagreement between the parties with respect to the application, administration, or interpretation of this Agreement.

c) Duties - Each supervisor and each employee have an obligation to make every effort to resolve employment relations' problems as they arise. In any case where this effort fails, an appeal may be taken to a higher authority, pursuant to procedures set forth herein.

d) Representation - Each employee shall have the right to Union representation at grievance meetings and hearings. In the event an employee wishes to pursue a grievance without Union intervention, the Union shall be notified and given the opportunity to be present at all hearings and adjustments of such grievance. Employees shall have the right to Union representation at any meeting called for the purpose of administering discipline. Employees shall be informed of this right prior to such meetings.

e) Discipline and Discharge - No employee shall be disciplined or discharged except for just cause.

f) Legislative Authority - Nothing in this Agreement shall be construed to eliminate or reduce in any way the rights accorded employees under Civil Service System Statute and Rules, the Illinois Public Labor Relations Act, or the Uniform Peace Officers' Disciplinary Act.

g) Related Services - Employees are encouraged to make use of the University's Office of Diversity, Equity and Access and Faculty/Staff Assistance Program to resolve personal and other matters falling within these realms.

h) Time Spent Investigating or Presenting a Grievance -Time spent investigating or presenting a grievance by an employee or his/her representative (if the representative is an employee of the University) shall be compensated fully at the basic straight time wage or salary rate, but only for the time spent during a regularly scheduled workday and shift. Paid time will not be allowed for time spent outside the regular shift. In no event shall an employee leave

his/her assigned duties without the knowledge and permission from his/her designated supervisor. Permission shall normally be given, subject to emergency situations, which the University alone defines.

i) Scheduling of Meetings - Employees will have their shift adjusted to accommodate a grievance hearing to be held during the normal day shift. Notwithstanding the above, the University may schedule grievance meetings/hearings during an employee's regularly scheduled shift if required by the needs of the operation.

(This entire Section 1 of Article VIII, Section 8.1 General Principles represents a deviation from POLICY AND RULES.)

Section 8.2. Procedure for Employee Grievances

Informal Step

An employee who has a request or complaint will discuss the request or complaint with his/her designated supervisor in an effort to settle the same. An employee may do this personally, or through the Union. If the designated supervisor and/or the employee, after full discussion, feel the need for aid in arriving at a resolution, they may by agreement invite such other additional Employer or Union representatives as may be necessary and available to participate in further discussions. Such additional participants shall act as resource personnel but shall not relieve the designated supervisor and the employee from the responsibility for resolving the problem.

This procedure, if followed in good faith by both parties, should lead to a fair and prompt solution to most of the University/employee problems. However, if a request or complaint is not satisfactorily resolved, the employee or the Union may file a formal written grievance under the procedure outlined below.

Step One

a) To be considered formally, a grievance must be in written form, signed by the grievant(s) and/or an Officer of the Union (President, Field Representative), and filed with the appropriate supervisor. The written grievance need not follow any particular format, but it should include a report on the efforts to settle informally, state the section or sections of this Agreement alleged to have been violated and the relief requested, and such facts that may be of aid in arriving at a prompt and definitive resolution to the matter. It must also be submitted within thirty (30) calendar days after the occurrence leading to the grievance, or within thirty (30) calendar days after the employee should reasonably have known of the occurrence leading to the grievance.

b) The designated supervisor will review the informal decision he/she gave earlier. The supervisor may change, modify, or affirm this decision, and must provide the grievant with a written response. If the supervisor's decision effects an agreement with the grievant, this will dispose of the grievance. If the supervisor affirms his/her original decision or changes the decision in a manner not acceptable to the grievant, the supervisor will add a statement to that effect to the written grievance and shall note the date he/she received the written grievance and forward it to the Division Head within seven (7) calendar days after its receipt.

c) The Division Head shall consider and answer the grievance in writing not later than seven (7) calendar days following the date upon which it was formally presented to the appropriate designated supervisor. If the Division Head fails to answer within these seven (7) days, or if the Division Head's answer does not resolve the grievance in a manner acceptable to the grievant, he/she may appeal to Step Two of the procedure.

Step Two

a) An appeal from Step One of the grievance procedure must be filed with the Chancellor or an official designated to act for him/her through the Office of Labor and Employee Relations – Illinois Human Resources, within seven (7) calendar days after it is received or due. If the decision is not appealed within that time, it shall be binding upon all parties.

b) Upon receipt of an appeal, the Chancellor or his/her designee 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 Chancellor or his/her designee shall then determine if the written information provides adequate documentation of the grievance and issue a written decision or he/she shall offer a fair hearing to all interested persons for the purpose of obtaining additional information and issue a written decision thereafter. The written decision shall be issued twenty-one (21) calendar days after the receipt of the appeal from Step One if no hearing is conducted and within twenty-one (21) calendar days from the close of the hearing, if a hearing is conducted.

c) The Chancellor or his/her designee will evaluate the grievance in its entirety from the first level of appeal and will not be restricted to only those issues whereby agreement was not reached at the Step One level of the procedure.

d) Any hearing conducted by the Chancellor or his/her designee will follow informal procedures, with maximum emphasis given to assuring that each interested person has full opportunity to be heard. Those present should include as a minimum the supervisor(s) in the line of supervision over the grievant who has the most thorough knowledge of the circumstances surrounding the grievance, and the grievant and his/her representative. A member of the staff of the Illinois Human Resources Office should be available as a resource person.

e) If the decision of the Chancellor does not resolve the grievance in a manner acceptable to the grievant, the grievance may be moved to arbitration.

f) Any time limit established herein may be extended for good cause by mutual agreement of the parties.

Arbitration

a) If the grievance has not been resolved at Step Two of the procedure, the Union may appeal the grievance to arbitration, provided the request for arbitration is submitted within thirty (30) calendar days after the decision at Step Two was received or due, and provided arbitration is not precluded under this Agreement. Costs of the arbitration, including the fee of the Arbitrator, shall be equally divided between the Union and the University, except that each party will be responsible for any expense (1) incurred in the preparation and presentation of its own case. Costs incurred for the services of a court reporter and the production of a transcript shall be equally divided by the Union and the University, however, refusal by either party to share these costs shall prohibit that party from obtaining any record (transcription) of the arbitration hearing.

b) An appeal of a grievance by the Union may be instituted by filing with the Office of Labor and Employee Relations – Illinois Human Resources a request for arbitration, stating the issue of the original grievance to be arbitrated.

c) Within thirty (30) calendar days, representatives of the Union and University shall jointly request a list of seven (7) arbitrators from the Director of the Federal Mediation and Conciliation Service.

d) Within fifteen (15) calendar days of receipt of such list, representatives of the Union and the University shall select an arbitrator by alternately striking names from the list. The party to strike the first name from the list shall be determined by the toss of a coin. The last remaining name on the list shall be the arbitrator, provided that either party may reject one list prior to the first strike, in which case a new list of seven (7) arbitrators will be requested from Federal Mediation and Conciliation Service.

e) If, for any reason, the person thus selected is unavailable, the procedure shall be repeated. If necessary, a new list shall be requested. The decision of the arbitrator shall be final and binding upon the University, the employee, and the Union.

f) Nothing herein shall prohibit the parties from selecting an arbitrator to hear a dispute by mutual agreement of the parties.

g) Any time limit established herein may be extended for good cause, by mutual agreement of the parties.

Arbitrator's Authority

The Arbitrator shall act in a judicial, not legislative capacity and shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. He/she shall only consider and make a decision with respect to the specific issue or issues mutually specified by the parties to be submitted for arbitration and shall have no authority to make a decision on any other issue not so submitted to him/her. In the event that the arbitrator finds a violation of the terms of this Agreement, he/she shall fashion an appropriate remedy. The arbitrator shall be without power to make a decision contrary to or inconsistent with or modifying or varying in any way the application of laws and rules having the force and effect of law. Although the decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this agreement to the facts of the grievance presented, the arbitrator shall where appropriate give necessary consideration to applicable policies, rules, laws and procedures as well as past practice and parole evidence. A decision rendered consistent with the terms of this Agreement shall be final and binding subject to law.

Arbitrator's Decision

The decision of the arbitrator may be enforced, at the instance of either party or of the arbitrator as may be provided by law. At any time, the parties may by mutual, written agreement amend or modify an arbitrator's decision. The arbitrator's decision shall be reviewable as may be provided by law. The pendency of such proceedings for review shall not automatically stay the order of the arbitrator.

Variations

a) An employee who has been served written charges for discharge or demotion by the University may challenge that action by either:

1) filing a written request for a hearing before the Merit Board within fifteen (15) calendar days after being served with written charges for discharge as set forth in the Statute and Rules for the State Universities Civil Service System, or

2) submitting a written request for arbitration that is signed by a Union official to the University's Director of Labor and Employee Relations - Staff Human Resources within fifteen (15) calendar days after being served with the written charges as set forth in this Agreement.

The University will advise the employee in writing of these two (2) options and the need to select which option, if any, the employee wants to pursue when serving the written charges on the employee. The employee must select which option, if any, the employee wants to use to challenge the written charges within the fifteen (15) day period following

service. Within that fifteen (15) day period, the employee may revoke his or her prior selection of one option and select the other option. The employee will be restricted to whatever option is selected as of the end of that fifteen (15) day period and will be limited to whatever remedies may be offered through that forum.

b) Involuntary separation from 1) a non-status position or 2) during the probationary period is subject to the grievance procedure except that such separation may not be appealed to arbitration. In considering any appeal of involuntary separation in such a case, the review of the Chancellor will be limited to the question of whether the dismissal violates the non-discrimination provisions of this Agreement, or is otherwise inconsistent with the University's equal employment obligations and policies.

c) If any part of the decision of the Chancellor is an action or omission of action under the State Universities Civil Service System Statute or Rules, such part may be reviewable by the System Director or by the State Universities Civil Service System Merit Board under Civil Service System rules. Questions which are reviewable by the System Director are not subject to arbitration. Determinations of whether questions are reviewable shall be made by the System Director, not by an arbitrator. If review of a part of a decision of the Chancellor is requested pursuant to State Universities Civil Service System rules, the time within which arbitration of other questions in the decision of the Chancellor is extended to thirty (30) calendar days after said review is completed and received.

d) A complaint concerning an individual's position classification may not be appealed to Arbitration, but shall be handled in accordance with Policy and Rules.

ARTICLE IX- SENIORITY

Section 9.1. Service and Seniority

Service and seniority are governed by rules and regulations of the State Universities Civil Service System of Illinois and by the provisions of Policy and Rules.

Section 9.2. Divisional Rosters

Any time a change of the division roster is made because of retirement, disability, layoff, or advancement, the division will provide copies of rosters to the Union by class and lesser units, if any, showing each employee's seniority and relative position in such rosters when these are prepared for use and distributed to the different sections (Patrol, Investigation, and Administrative Services).

ARTICLE X - NO STRIKE OR LOCKOUT

Section 10.1. No Strike

During the term of this Agreement there shall be no strikes, work stoppages or slowdowns, or any other concerted interruption of operations by employees. No officer or representative of the Union shall authorize, institute, instigate, aid or condone any such activities.

Section 10.2. The University/Employee Rights

The University has the right to discipline in accordance with Section 7.1 of this Agreement and Policy and Rules, up to and including discharge, its employees for violating the provisions of this Article.

Section 10.3. No Lockout

No lockout of employees shall be instituted by the University or their representatives during the term of this Agreement.

ARTICLE XI - DUES DEDUCTION

Section 11.1. Dues Deduction

Upon receipt of a written and signed authorization card from an employee, the University shall deduct the amount of union dues and initiation fee, if any, set forth in such card and any authorized increase therein, and shall remit such deductions monthly to the Secretary-Treasurer of the Union at the address designated by the Union in accordance with the laws of the State of Illinois. The Union shall advise the University of any increases in dues, in writing, at least thirty (30) calendar days prior to its effective date.

Section 11.2.

The Union shall indemnify, defend, and hold the University harmless against any claim, demand, suit, cost, expense, or any other form of liability, including attorney's fees and costs arising from or incurred as a result of any act taken or not taken by the University, its members, officers, agents, employees or representatives in complying with or carrying out the provisions of this Article; in reliance on any notice, letter, or authorization forwarded to the University by the Union pursuant to this Article; and including any charge that the University failed to discharge any duty owed to its employees arising out of the Fair Share deduction.

Section 11.3.

Nothing contained herein shall require the University to take any action to collect any fee from any employee in any given pay period except to the extent that such employee earns wages from the University in that period.

ARTICLE XII - SAVINGS ARTICLE

If any provision of this Agreement or the application of such provision 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 XIII - HEALTH AND SAFETY

Section 13.1. Safety

In accordance with applicable law, the University will make reasonable provisions for the safety of the employees covered by this Agreement.

The Union and its members will fully cooperate with the University in maintaining the federal, state and local laws, rules and regulations and administrative policies as to health and safety.

All motor vehicles, radios, and other equipment furnished by the University to employees covered by this Agreement shall be maintained by the University in reasonably good working condition and in accordance with reasonable safety standards.

An employee shall use due and reasonable care in the operation of University motor vehicles and the use of equipment furnished by the University. Any employees operating a motor vehicle shall immediately report any known or discovered defect in said vehicle or equipment, or the absence of any part of equipment in said vehicle, to the shift commander. Any employee using any other equipment furnished by the University shall likewise immediately report any such defect to such other equipment to the shift commander.

The Union may appoint a safety representative to meet and confer with the Chief of Police concerning safety standards and safety practices. The final decision on any matter raised by the Union's representatives shall be made at the sole discretion of the University, subject to the grievance procedure in Article VIII.

Section 13.2. Medical Testing

The University reserves the right to require any officers whom it reasonably believes may pose a risk to themselves or to others, or who may otherwise be unable to perform the essential functions of their position, due to a medical condition or impairment undergo a medical examination by a physician selected by the University. In addition, the University reserves the right to require all of its officers to undergo a medical examination by a physician selected by the University that is narrowly tailored to address specific job-related concerns as part of a department-wide, medical testing program.

Section 13.3. Fitness Testing

Because both the University and the Union have a vested interest in ensuring that officers remain physically fit, every officer is required to participate in a physical fitness program. Specifically, every officer is expected to make a good faith effort to engage in fitness training each week and may be subject to discipline if they fail to do so. To assist officers with their training, officers will be afforded a minimum of two (2) hours, but no more than three (3) hours, each week to engage in fitness training. This time may be taken in one hour or ninety minute increments, and may include such activities as strength or cardiovascular training on the department's premises, as well as walking or jogging along designated routes on the campus. Participation in team or competitive sports, however, is not permitted during this time. Any time requested by an officer to engage in fitness training must be approved in advance by a shift supervisor. In assigning time for fitness training, shift supervisors will strive to schedule such training at either the beginning or the end of

an officer's shift. Both the shift supervisor and the individual officer have a responsibility to schedule fitness training in such a manner so as to ensure that the execution of police services to the campus is not hampered or adversely affected in any manner.

Officers will be afforded a minimum of two (2) opportunities each calendar year, which will be at least one week apart, to participate in a mandatory physical fitness test that conforms to the Cooper Institute Physical Fitness Test and Norms for Law Enforcement Standards. As part of this fitness test, officers will be evaluated in the areas of flexibility (as measured by sitting and reaching), upper body strength (as measured through bench pressing), upper body muscle endurance (as measured by push-ups), torso muscle endurance (as measured by sit-ups), and cardiovascular fitness (as measured by a 1.5 mile run/walk). If the officer passes each of these areas in accordance with the standards established for that officer's gender and age (determined as of the date of the test) with a rating of fair or higher, the officer will be granted one (1) regular workday off with pay. In addition, officers who pass each area of the test with a superior rating for that officer's gender and age will be awarded an award bar to be worn in accordance with departmental policy. An officer will not be disciplined or otherwise subjected to an adverse employment action based upon an inability to pass the fitness test. The University reserves the right to require any officer to provide medical certification that the officer can safely perform the physical fitness test prior to taking it.

ARTICLE XIV - DRUG AND ALCOHOL POLICY

Section 14.1. Statement of Policy

It is the policy of the University of Illinois Police Division that the use of illegal drugs and abuse of legal drugs and alcohol by members of Police Division present unacceptable risks to the safety and well-being of other employees and the public, invite accidents and injuries, and reduce productivity. Additionally, such conduct violates the reasonable expectations of the public that police officers will be free of the effects of drugs and alcohol while on duty. The purpose of this policy shall be achieved in such manner as not to violate any constitutional rights of the employees.

Section 14.2. Prohibitions

Employees shall be prohibited from:

a) Consuming, possessing, or being under the influence of alcohol on duty other than in an authorized duty capacity, required in the conduct of an investigation, with prior supervisory authorization;

b) Possessing, using, or being under the influence of any controlled substance (including cannabis) while on duty, other than in an authorized duty capacity, except with the approval and guidance of a licensed physician;

c) Using an illegal drug, or any drug not yet scheduled as a controlled substance, but which impairs an employee;

d) Failing to report to their immediate supervisor any known adverse side effects of over-the-counter medication or prescription drugs which they are taking.

Section 14.3. Drug and Alcohol Testing Permitted

Reasonable Suspicion Testing: Where the University has reasonable suspicion to believe that an employee is under the influence of alcohol, a controlled substance or illegal drugs during the course of the work day, the University shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement.

There shall be no random or unit-wide testing of employees, except random testing of an individual employee as authorized in Section 14.9 Discipline below; or the University may also require an employee to randomly submit to alcohol or drug testing while the employee is assigned to the Drug Task Force, the K-9 Unit, the METRO Unit, or the EOD Unit. The University shall not order an employee to submit to horizontal nystagmus tests or to what are commonly known as "field sobriety tests," except under circumstances where the officer would otherwise be subject to the taking of such tests as a citizen under the law of the State of Illinois.

Officer-Involved Shooting Testing: Any officers involved in an "officer-involved shooting" must submit to drug and alcohol testing according to Illinois law. The term "officer-involved shooting" means any instance when a law enforcement officer discharges his or her firearm, causing injury or death to a person or persons, during the performance of his or her official duties or in the line of duty. The drug and alcohol testing must completed as soon as practicable after the officer-involved shooting but no later than the end of the involved officer's shift or tour of duty. The testing will be governed by the by the protocols outlined in Section 14.5 – Tests to be Conducted. However, a written notice of the order to test, as set forth in Section 14.4 – Order to Submit to Testing, shall not be required. However, no questioning or testing of the employee shall be conducted without first affording the employee the right to Union representation and/or legal counsel provided that this shall occur within 45 minutes of the testing

Weapon Discharge and Vehicle Accident Testing: Any officer who discharges his or her weapon either accidentally or intentionally while on duty (other than for training purposes or for the necessary euthanizing of an animal), is involved in a vehicle accident while operating a department vehicle that results in a fatality, critical injury to a person, or significant property damage, or uses physical force while on duty that results in serious bodily harm or the death of another person, shall be subject to mandatory drug and alcohol testing as set forth within this Agreement. Such testing shall be conducted at a reasonable and appropriate time and place given the circumstances and as determined by management.

For the purposes of this provision, a critical injury is defined as an injury involving or which potentially could result in death, dismemberment, loss or significant impairment of an organ, loss of sight or hearing, burns over a major part of the body, a significant loss of blood, bone or skull fractures, or any other injury requiring care in a critical or intensive care unit or that could be classified by medical personnel as constituting a critical injury.

Significant property damage is defined as damage to any personal property owned by the University or any corporation, individual or other entity that is assessed by the University to exceed one thousand, five hundred dollars ($1,500.00), including repairs and labor costs.

Serious bodily harm is defined as bodily harm that imposes a substantial risk of death or causes extreme physical pain, prolonged loss or impairment of the function of any body part or organ, protracted unconsciousness, permanent disfigurement, or significant internal damage (such as internal bleeding or broken bones).

Section 14.4. Order to Submit to Testing

At the time an officer is ordered to submit to testing authorized by this Agreement, the University shall provide the employee with a written notice of the order, including a brief synopsis of the observations which have formed the basis of the order to test. No questioning or testing of the employee shall be conducted without first affording the employee the right to Union representation and/or legal counsel provided that this shall occur within 45 minutes of the order being given. Refusal to submit to such testing may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he or she may have.

Section 14.5. Tests to be Conducted

In conducting the testing authorized by this Agreement the University shall:

a) Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has been accredited by the Substance Abuse and Mental Health Services Administration (SAMSHA);

b) Use as the initial screening immunoassay (IA) step a rapid semi-quantitative chemical test which uses a specific antibody to react with the drug or metabolite of interest. The confirmation assay used in the drug or metabolite of interest. The confirmation assay used in the drug analysis procedure shall be Gas Chromatography/Mass Spectrometry (GC/MS), or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;

c) Establish a chain of custody procedure for both sample collection and testing that will ensure the integrity of each sample and test result. No employee covered by the Agreement shall be permitted at any time to become a part of such chain of custody;

d) Collect a sufficient sample of the same bodily fluid or material for the purpose of drug testing of an employee to allow for initial screening, a confirming test and a sufficient amount to be set aside reserved for later testing if requested by the employee. This will not apply to alcohol testing as this will be done on a breathalyzer as specified by Section 14.5, (h) of this policy;

e) Collect samples in such a way as to preserve the employee's right to privacy and to ensure a high degree of scrutiny for the sample and its freedom from adulteration;

f) Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility accredited by (SAMSHA) of the employee's own choosing and at the employee's expense within forty-eight (48) hours of the confirmed test results, provided the employee notifies the University in writing within twenty-four (24) hours of receiving the result of the tests;

g) Require that the laboratory or hospital facility report to the University that a blood or urine sample is positive only if both the initial screening and confirmation tests are positive for a particular drug or alcohol. The parties agree that should any information concerning such testing or the results thereof be obtained by the University inconsistent with the understandings expressed herein (i.e. billings for testing that reveal the nature or number of tests administered), the University will not use such information in any manner or forum adverse to the employee's interest;

h) Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that show an alcohol concentration of .04 be considered positive and such tests to be performed on an Intoximeter RBT4 or whatever equivalent machine is deemed necessary at the time by clinical laboratory or hospital facility;

i) Provide each employee tested with a copy of all information and reports received by The University in connection with the testing and the results. Test results shall be communicated to and interpreted by a physician who is designated as the Medical Review Officer (MRO). Both positive and negative test results will be reported to the Chief of Police and other University officials on a strict "need to know" basis. Prior to reporting positive test results, the MRO is required to contact the employee involved to determine whether there is any alternative explanation for the presence of the controlled substance. If the MRO determines that the presence of the prohibited drug is due to legitimate medical use, the test will be reported as negative;

j) Ensure that no employee is the subject of any adverse employment action except temporary reassignment or relief from duty with pay during the pendency 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 14.6. Right to Contest

The Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by the 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 tests, the consequences of the testing or results or any other alleged violation of the Agreement. It is agreed by the parties that they in no way intend to have in any manner restricted, diminished or otherwise impair any legal rights that employees may have with regard to such testing. Employees retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Union.

Section 14.7. Voluntary Requests for Assistance

The University shall take no adverse employment action against an employee who, prior to detection, voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the University may require reassignment of the employee with pay if he/she is then unfit for duty in his/her current assignment. The University shall make available through its Faculty/Staff Assistance Program a means by which the employee may obtain referrals and treatment. All such requests shall be confidential, and any information received by the University, through whatever means, shall not be used in any manner adverse to the employee's interest, except reassignment as described above.

While undergoing voluntary treatment or evaluation, employees shall be allowed to use accumulated sick and/or placed on unpaid leave pending treatment. Such leave shall not exceed twelve (12) calendar weeks. While undergoing treatment, the employee shall comply with and implement all conditions and recommendations of the program counselor or treatment team.

The provisions of this Section shall not be applicable when the request for assistance follows the order to submit to testing or follows a finding that the employee is using illegal drug(s) or alcohol.

Section 14.8. Confidentiality of Test Results

Confirmed positive and negative drug and alcohol tests will be disclosed to the Chief of Police. This information may be disclosed to other University officials on a strict "need to know" basis. In addition, the person tested and/or the designated representative of the Union shall be provided the results of confirmed drug and alcohol tests unless the person tested makes a written request to the Chief of Police that the Union representative not be given the results. Unless required by court order or lawful subpoena and as evidence presented by the University in disciplinary proceedings involving the police officer who has been tested, test results will not be disclosed externally except where the person tested consents. Any employee whose drug/alcohol screen is confirmed positive shall have an opportunity at the appropriate stage of the disciplinary process to refute said results.

Section 14.9. Discipline

An employee who, prior to detection, voluntarily seeks assistance shall not be subject to discipline or other adverse employment action by the University, as provided for in Section 14.7. The foregoing is conditioned upon:

a) The employee agreeing to appropriate treatment as determined by the physician(s) or substance abuse professional involved;

b) The employee discontinues his or her use of illegal drugs and/or abuse of alcohol;

c) The employee completes the course of treatment prescribed, including an "after-care" plan;

d) The employee agrees to submit to random testing during work hours of work for up to one year;

e) The employee agrees to sign the appropriate releases to allow disclosure of employee's participation in treatment and completion of any prescribed program.

Employees who do not agree to or who do not act in accordance with the foregoing or who test positive for the presence of illegal drugs or alcohol during the hours of work, shall be subject to discipline, up to and including discharge.

Section 14.10. Dismissal

The Division of Public Safety shall initiate action to dismiss an employee for:

a) Refusal to cooperate with the testing authorized by this Agreement or adulterating any sample;

b) Refusing to obtain counseling or rehabilitation through the Faculty/Staff Assistance Program after having been found to use or possess illegal drugs, controlled substances, or alcohol in violation of this Agreement; or

c) Having been found not to have refrained from improper use of illegal drugs, controlled substances or alcohol after the first finding of illegal drug use or improper alcohol use;

d) Failure to comply with any recommended treatment or rehabilitation program.

The foregoing shall not be construed as an obligation on the part of the University to retain an employee on active status throughout the periods of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing the duties of an employee or whose continuation on active status could constitute a direct threat to the property or safety of the general public.

ARTICLE XV - PERIOD COVERED, WAGE REOPENERS, STATUS DURING NEGOTIATIONS, AND COMMENCEMENT OF NEGOTIATIONS

Section 15.1. Period Covered

This Agreement shall become effective at the start of the first shift beginning after 12:01 a.m., August 20, 2023, and remain in full force and effect through the completion of the last shift beginning prior to 12:00 a.m., midnight, August 28, 2027. This Agreement shall automatically be renewed thereafter from year to year unless either party notifies the other in writing at least hundred and eighty (180) calendar days prior to its expiration date of a desire to modify or terminate it, in which event negotiations will be undertaken without undue delay.

Section 15.2. Status During Negotiations

Once the notice called for in Section 15.1 above has been given, this Agreement shall remain in full force and effect indefinitely throughout the negotiations until a new Agreement has been entered into; provided, however, that either party may after the expiration date of the Agreement terminate the same by giving at least ten (10) calendar days written notice of its intention to so terminate.

Section 15.3. Commencement of Negotiations

The Party giving notice of a desire to modify the Agreement as provided for in Section 15.1 above shall commence negotiations by submitting a detailed list of the modifications or changes desired. The Party receiving said notice may propose additional changes in the Agreement.

SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have hereunto affixed their hands on this the 5th day of October, 2023.

ILLINOIS FOP LABOR COUNCIL

140
U of IL FOP Bargaining Committee

137
U of IL FOP Bargaining Committee

169
U of IL FOP Bargaining Committee

137
U of IL FOP Bargaining Committee

IL FOP Labor Council

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

By: Paul Ellingor
Paul Ellinger, Vice President Chief Financial Officer Comptroller

APPROVED: Jami Painter
Jami M. Painter, Associate Vice President President for Human Resources

Shari Mickey-Boggs, Senior Associate Chancellor for Human Resources

Thomas H. Riley, Jr.
Thomas H. Riley, Jr. Executive Director of Labor Relations

Julie Dillard, Chief Negotiator

APPROVED AS TO LEGAL FORM:

Brett Schnepper 10/03/2023
Office of University Counsel (date)

APPENDIX A - BASE WAGE

	Wages as of Last Contract	Year 1		Year 2		Year 3		Year 4	
Eff. Dates	1/22/23 - 8/19/23	8/20/23 - 8/17/24		8/18/24 - 8/16/25		8/17/25 - 8/15/26		8/16/26 - 8/28/27	
Starting Rate	$33.30	5%	$34.97	4.5%	$36.54	4%	$38.00	4%	$39.52
1-4 years	$36.24	5%	$38.05	4.5%	$39.76	4%	$41.35	4%	$43.00
4-7 years	$41.78	5%	$43.87	4.5%	$45.84	4%	$47.67	4%	$49.58
7-10 years	$42.71	5%	$44.85	4.5%	$46.87	4%	$48.74	4%	$50.69
10-15 years	$44.99	5%	$47.24	4.5%	$49.37	4%	$51.34	4%	$53.39
15-20 years	$46.51	5%	$48.84	4.5%	$51.04	4%	$53.08	4%	$55.20
20-25 years	$47.58	5%	$49.96	4.5%	$52.21	4%	$54.30	4%	$56.47
25-30 years	$48.30	5%	$50.72	4.5%	$53.00	4%	$55.12	4%	$57.32
30 + years	$49.51	5%	$51.99	4.5%	$54.33	4%	$56.50	4%	$58.76