ILLINOIS FOP
LABOR COUNCIL

and

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

Police Corporals and Sergeants

FRATERNAL ORDER
August 19, 2012 – August 31, 2015

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AGREEMENT
by and between
THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS
and
THE FRATERNAL ORDER OF POLICE LABOR COUNCIL
On behalf of
University of Illinois Police Corporals and Sergeants, UIUC

Effective from August 19, 2012 through August 31, 2015

This Agreement is 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 below.

ARTICLE I
AUTHORIZATION AND PURPOSE

Section 1. Authorization.

This Agreement is authorized by Section 36d of the Illinois statutes creating the State Universities Civil Service System of Illinois (110 ILCS 70/36d) and the Illinois Public Labor Relations Act (5 ILCS 315/1 et seq.).

Section 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 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 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.
h) 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.

c) 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.

d) 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 1. Classes Represented.

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

Corporals
Sergeants

But excluding those excluded employees as set forth in 5 ILCS 315/6 of the Illinois Public Labor Relations Act. This exclusive representation is for the purposes of collective bargaining in accordance with the provisions of that Act.

Section 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 1 of this Article, said new classes will be treated as part of the single negotiations unit recognized by this Agreement.

Section 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, or status as a disabled veteran or veteran of the Vietnam era.
Section 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; 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 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 nonacademic employees pursuant to the provisions of this Agreement or of Policy and Rules.

Section 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. Corporals and Sergeants who are scheduled to work and attend the special meeting will be compensated at their basic straight time hourly rate, however, Corporals and Sergeants 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 VII, Section 2 (g).

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 7. Notification of Recognition.

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

ARTICLE IV
WAGES

Section 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 2. Effective Date of Wages.

Employees who are members of the bargaining unit as of the date that this Agreement is fully executed shall receive a three percent (3%) wage increase to their base salary that will be made retroactive to the beginning of the first year of the Agreement (8/19/2012 – 8/31/2013). After receiving this three percent (3%) wage increase, the base wage rates for bargaining unit members will be those set forth below:

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<tr>
<th>Corporals</th>
<th>Sergeants</th>
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<tr>
<td>1 year or less</td>
<td>$31.45</td>
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<tr>
<td>More than 1 year to 2 years</td>
<td>$33.08</td>
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<tr>
<td>More than 2 years to 10 years</td>
<td>$33.90</td>
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<tr>
<td>More than 10 years to 15 years</td>
<td>$34.73</td>
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<tr>
<td>More than 15 years to 20 years</td>
<td>$35.59</td>
</tr>
<tr>
<td>More than 20 years</td>
<td>$36.46</td>
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<tr>
<td></td>
<td>$35.81</td>
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<td></td>
<td>$37.69</td>
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<td>$38.59</td>
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<td>$39.62</td>
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During each of the remaining two years of the Agreement (9/1/13 – 8/30/14, 8/31/14 – 8/29/15), 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 those academic years, or an across-the-board increase of two and one-half percent (2½ %), whichever is greater.

The wage rates set forth above shall not apply until the bargaining unit employee has completed his/her probationary period. During their probationary periods, bargaining unit employees shall be paid 0.95062 of the applicable corporal or sergeant wage rate in effect at that time.
Section 3. Wages (Basic Straight Time).

a) Basic straight time hourly wages are hereby defined as those payable for work performed during the normally scheduled days of work in a work week. The normally scheduled days of work for Corporals and Sergeants shall be the same as the work schedules of the police officers they are assigned to supervise.

b) Basic straight time wages are and shall be as set forth above in Section 2 of this Article.

Section 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 the normally scheduled days of work or in excess of 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 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.

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 offered as well as the amount 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.

e) When a Sergeant reports to work prior to the start of their regularly scheduled work day for the purpose of preparing the shift briefing information then that Sergeant shall receive fifteen (15) minutes overtime paid at one and one-half (1½) times the employee’s regular hourly rate. On those days when more than one Sergeant is scheduled to work their respective shift, the Sergeant with the lowest amount of accumulated overtime according to the most current departmental overtime listing shall have first choice of the shift briefing overtime. Sergeants claiming such overtime shall be required to report and be prepared for duty at least fifteen (15) minutes prior to the beginning of their shift or the benefit shall not be paid. This shift briefing time shall not be considered or compensated as call-back.
Section 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 of 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 of pay, or be paid for actual time worked, whichever is greater, at applicable overtime or premium rates.

Section 6. Court Time.

A Corporal or Sergeant, 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 Corporal’s or Sergeant’s regular hourly rate (as defined by Federal law) with a minimum of three (3) hours of 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 Corporal’s or Sergeant’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 Corporal’s or Sergeants’ regularly scheduled shift, then the Corporal or Sergeant shall only be paid the overtime rate for time worked beyond his/her regularly scheduled shift, provided the Corporal or Sergeant 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 Corporal’s or Sergeant’s regularly scheduled shift, then the Corporal or Sergeant shall only be paid the overtime rate for time worked up to the start of his/her regularly scheduled shift, provided the Corporal or Sergeant 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 a Corporal or Sergeant reports for a scheduled court appearance and the court appearance has been canceled he/she shall receive two (2) hours of pay at the overtime or premium rate provided (a) and (b) above are not applicable.

d) A Corporal or Sergeant, when required to make a court appearance at a time that he/she 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 Corporal’s or Sergeant’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 7. Investigator's On-Call Pay

Corporals and Sergeants assigned as investigators who are required to be “on-call” shall be compensated one (1) hour per workday, up to a maximum of six (6) hours per workweek, at their regular, straight-time hourly rate of pay.

Section 8. Canine Officer's Pay

Any Corporal or Sergeant assigned as a canine officer shall receive, in addition to any other monies to which he/she is entitled under this Agreement, one (1) 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 (1) 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.

ARTICLE V
BENEFITS

Section 1. Policy.

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 University 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 other employees of the University.

Section 2. Paid Holiday Leave.

a) When a Corporal's or Sergeant's regularly scheduled workday falls on a holiday, but the Corporal or Sergeant is instead scheduled to be off due to reduced staffing requirements, the Corporal or Sergeant shall receive ten (10) hours of straight time pay for that day off.

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

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

d) A Corporal or Sergeant shall receive ten (10) hours of straight time pay when utilizing a floating holiday.
Section 3. On-the-Job Injury.

A Corporal or Sergeant suffering from an on-the-job injury or illness shall not be required to use benefit time when required to receive treatment or rehabilitation while working their regular scheduled shift.

Section 4. Uniforms and Equipment.

a) Appearance

All Corporals and Sergeants 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 Corporals and Sergeants

The Department shall issue to each new Corporal or Sergeant the following clothing and equipment:

<table>
<thead>
<tr>
<th>Clothing</th>
<th>Equipment</th>
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<tbody>
<tr>
<td>Three (3) Class A all-weather uniform trousers</td>
<td>Weapons as required and authorized by policy, including a</td>
</tr>
<tr>
<td>Three (3) Class B all-weather uniform trousers</td>
<td>handgun (with magazines/re-loaders and ammunition), OC</td>
</tr>
<tr>
<td>Three (3) Class A short sleeve uniform shirts</td>
<td>Spray, expandable baton, and one (1) set of handcuffs</td>
</tr>
<tr>
<td>Three (3) Class B short sleeve uniform shirts</td>
<td>Duty belt gear, including outer belt, inner belt, one (1) set of belt</td>
</tr>
<tr>
<td>Three (3) Class A long sleeve uniform shirts</td>
<td>keepers, personal protection pack, and issued weapons</td>
</tr>
<tr>
<td>Three (3) Class B long sleeve uniform shirts</td>
<td>holster, cases and pouches</td>
</tr>
<tr>
<td>One (1) pair of approved footwear</td>
<td>Portable radio and issued accessories</td>
</tr>
<tr>
<td>Two (2) ties</td>
<td>Gas mask</td>
</tr>
<tr>
<td>One (1) duty police hat with rain cover</td>
<td>Two traffic wands</td>
</tr>
<tr>
<td>One (1) winter hat</td>
<td>One (1) traffic safety vest</td>
</tr>
<tr>
<td>Body-Armor-Threat level II (to be replaced in accordance with the</td>
<td>One (1) whistle with uniform chain</td>
</tr>
<tr>
<td>manufacturer’s specifications)</td>
<td>One (1) helmet</td>
</tr>
</tbody>
</table>
c) Clothing allowance for the subsequent purchase of clothing and equipment

The Department will provide its Corporals and Sergeants with an annual clothing allowance that is to be used to purchase uniforms and equipment (including firearms) that have been recommended by the Uniform and Equipment Committee (which is comprised of two members of management, and two bargaining unit employees selected by the union) and approved by the Chief of Police, from a vendor selected by the Department. Any part of the annual clothing allowance that is not spent during the contract year will be forfeited by the Corporal or Sergeant.

Except as set forth below or as otherwise stated within this provision, Corporals and Sergeants will be responsible through the expenditure of their clothing allowance for all alterations and for the replacement of any worn, damaged, lost or destroyed uniforms or equipment. The Department, however, will bear the cost of any approved embroidery to Class B uniform shirts, and will provide Corporals and Sergeants with the following items to the extent deemed necessary by the Department:

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 Department that require an initial issue of new uniforms to all Corporals and Sergeants; and
8. Weapons as required and authorized by the Department.

The Department also will provide any cleaning and laundering services for uniform apparel, other than socks, deemed necessary by the Department.

Corporals and Sergeants who have served less than one (1) year of service with the Department, but more than ninety (90) days within a contract year, will receive a prorated share of the clothing allowance. Corporals and Sergeants who have worked less than ninety (90) days within the contract year will not be eligible for the clothing allowance until they have worked the requisite ninety (90) days.

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

d) Clothing allowance for uniformed Corporals and Sergeants

At or near the beginning of each contract year, the Department will provide uniformed Corporals and Sergeants with a clothing allowance that is equivalent in amount to the normal, retail cost of six (6) approved uniform shirts and six (6) approved all weather uniform trousers (½ Class A, ½ Class B, to the extent that different classes of uniforms are used by the Department). The Department shall be responsible for determining and communicating that amount to the Corporals and Sergeants on or about the start of each contract year. Uniformed Corporals and Sergeants will be permitted a reasonable amount of time while on duty each year, with prior supervisor approval,
to travel in a police vehicle to the selected vendor to purchase uniforms and equipment and to be fitted.

e) Clothing allowance for plain clothed Corporals and Sergeants

The Department will provide plain clothed Corporals and Sergeants with an annual clothing allowance of six hundred fifty dollars ($650.00), along with an additional allowance that is one-fourth of the annual clothing allowance afforded to uniformed Corporals and Sergeants, to be used at the Corporal’s or Sergeant’s discretion for the purchase of clothing and equipment.

f) Clothing for Corporals and Sergeants on special assignments and other services

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

g) 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 Department, provided that there was no contributory negligence on the part of the Corporal or Sergeant. If a Corporal or Sergeant is deemed to have been contributorily negligent, the Department will determine how much of the loss and the cost of replacing the item should be apportioned to or assessed against the Corporal or Sergeant. If the Corporal or Sergeant disagrees with the determination reached by the Department as to how the replacement costs should be apportioned, the Corporal or Sergeant may file a grievance. Replacement costs chargeable to the Corporal or Sergeant shall not exceed two hundred dollars ($200.00).

h) Retroactive effect

The clothing allowances described above will be made retroactive to August 19, 2012 and will be paid thereafter on an annual basis. Any payments made by the Department, either directly or indirectly, to individual Corporals and Sergeants since August 19, 2012 for the purchase of clothing or equipment shall be offset from these retroactive clothing allowances.

Section 5. Gift Day.

Gift Days, Floating Holidays and Funeral Leave are defined as 10 hours. One-half of a Gift Day is defined as 5 hours.
ARTICLE VI
WORKING RULES AND CONDITIONS

Section 1. Shift, Workday and Workweek.

a) The shift shall consist of a normal schedule which shall be the same as the police officers that the Corporals and Sergeants supervise.

b) 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.

c) The workweek is a fixed and regularly recurring period of one hundred sixty-eight (168) hours, seven (7) consecutive twenty-four (24) periods, and begins at 12:01 a.m., Sunday.

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

Section 2. Shift Schedule.

No change will occur in a Corporal's or Sergeant'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 Corporal or Sergeant is otherwise scheduled to work, he/she may request the holiday off. If this request is approved by the University, the Corporal or Sergeant will be paid at his/her basic straight time hourly rate.

Section 3. Selection of Shifts.

a) The University accepts the principle of seniority in selection of shifts by employees covered by this Agreement. So long as it is not detrimental to the continued efficient functioning of the University's activities, the University shall continue to permit selection of shifts on the basis of seniority. The University reserves the right, however, to exercises final decision regarding shift assignments if seniority must be disregarded in the interest of the efficient functioning of University's operation. Corporals and Sergeants covered by this Agreement may be assigned to any shift at any time during their probationary period of employment.

b) The Chief of Police shall have the authority in his/her discretion to move Corporals and Sergeants from shift to shift in order to provide for the efficient functioning of the department.

c) The Chief of Police, within his/her discretion, possesses the authority to move Corporals and Sergeants who are members of any National Guard or Reserve program of the United States Armed Forces and who are within thirty (30) days of being deployed to active duty from one shift to another in order to provide an orderly transition to active duty. Prior to making any such shift change, the department will consult with the Corporal or Sergeant who is about to be deployed.

d) The University agrees that shift assignments are to be completed so that at least thirty (30) calendar days' notice can be given to Corporals and Sergeants relative to the establishment of any new shift assignments.
Section 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 5. Assignment to Other Duties.

Corporals and Sergeants 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. Special Services Details.

a) The Department may identify Special Services Details from time to time. The supervisor of the section involved will select and appoint Corporals or Sergeants 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:

(1) When selections are being made for new vacancies for Special Services Details, if two employees are equally qualified, the selection will be made on the basis of seniority.

(2) If no qualified volunteer is identified, the supervisor of the section may assign a Corporal or a Sergeant to perform such detail.

b) Work schedules may be changed to accommodate special details.

Section 7. 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 8. 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 9. Union Records.

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

Section 10. Layoffs.

a) Insofar as possible, and as may be required or permitted under Policy and Rules, the University will give at least thirty (30) work days' 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 5 ILCS 315/3. In the event of a layoff, sworn personnel will be laid off in the reverse order of their seniority, and rehired by seniority.

Section 11. Law Enforcement Materials.

The University shall make available a current copy of the Illinois Vehicle Code (625 ILCS 5/1 et seq.), as well as current copies of the Illinois statutes relating to criminal offenses (Chapter 720), criminal procedure (Chapter 725), and other related matters (including corrections, parole, and the registration of certain criminal offenders)(Chapter 730 of the Illinois Compiled Statutes).

ARTICLE VII
DISCIPLINE AND GRIEVANCES

Section 1. Reprimand, Suspension, Demotion, and Discharge.

a) Whenever it is the intent of the University to suspend, demote, or discharge any employee, upon written request of the employee, a written copy of the intent will be forwarded to the Union.

b) Appeals from reprimand or suspension actions shall be in accordance with the grievance procedures outlined below.
c) Appeals from demotion or discharge actions shall be in accordance with the rules and procedures established by the State Universities Civil Service System of Illinois.

d) Discipline in the department shall be progressive, applied firmly, consistently and impartially, and designed to improve employee performance and behavior rather than for the exclusive purpose of punishment. Disciplinary measures shall be consistent with those outlined in Chapter VI, Section 250.110 of the Civil Service System Statute and Rules and Policy 16 of Policy and Rules, to include oral and written reprimands. Each employee shall have the right to have representation at grievance and/or disciplinary meetings and hearings as provided for in Section 315/8 of the Illinois Public Labor Relations Act (5 ILCS 315/1 et seq.), and Article VII, Section 2 (c) of the grievance procedure provided herein. Employees shall also have all rights provided by the Uniform Peace Officers’ Disciplinary Act, 50 ILCS 725/1 et. seq., as amended.

e) 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. (Illinois Personnel Record Review Act).

f) Nothing in this section 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 Central Management Services and Corrections (Morgan) decision, 1 PERI 2020 (ISLRB 1985).

Section 2. Employee Grievances.

a) Definition - A grievance shall be defined as any complaint or request for a hearing by an employee or by the Union, arising in the course of employment, as a result of an alleged breach of this Agreement. (Deviation from Policy and Rules).

b) Duties - Each supervisor and each employee has 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.

c) 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.

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

e) 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, or the Illinois Public Labor Relations Act. Employees who wish to grieve a discharge shall follow the Civil Service System procedures set forth for that purpose.
f) Related Services - Employees are encouraged to make use of the University's Office of Diversity, Equity and Access and the Faculty/Staff Assistance Program to resolve personal and other matters falling within these realms.

g) 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.

h) Scheduling of Meetings - Employees who work a shift which begins after 6:00 p.m. and ends prior to 7:30 a.m. may have said 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.

Procedure

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 University 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 twenty-one (21) calendar days after the occurrence leading to the grievance, or within twenty-one (21) 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 Department Head within two (2) calendar days after its receipt.

c) The Department Head shall consider and answer the grievance in writing not later than (7) calendar days following the date upon which it was formally presented to the appropriate designated supervisor. If the Department Head fails to answer within these seven (7) days, or if the Department 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 in writing within seven (7) calendar days after the Step One response is received or due, whichever occurs first. Any decision by the Department Head at Step One that is not appealed within seven (7) calendar days after it is received or due shall be considered binding upon the grievant and the University.

b) The appeal at Step Two shall be filed with the Chancellor. Upon receipt of an appeal, the Chancellor or an official designated to act for him/her shall offer a fair hearing to the grievant(s), shall conduct any investigation that he/she feels is needed, and shall issue a written decision on the grievance within twenty-one (21) calendar days after receipt of an appeal if no hearing is conducted and within twenty-one (21) calendar days from the close of the hearing, if a hearing is conducted.

c) If the Chancellor fails to do so, or if his/her decision is unacceptable to the grievant, he/she may appeal the grievance to Step Three of the procedure.

d) Any hearing conducted by the Chancellor shall follow informal procedures, with emphasis given to ensure that each person with first hand knowledge of the case has full opportunity to be heard. Those present should include as a minimum the supervisor in the line of supervision over the grievant that 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 Personnel Services Office should be available as a resource person.

Step Three

a) An appeal from Step Two of the grievance procedure must be filed with the Assistant Vice President for Equal Employment Opportunity and Human Resources ("Assistant Vice President") in the Office of the President of the University 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. If the grievant elects to appeal to the Assistant Vice President, the Chancellor or his/her designee shall make available to the Assistant Vice President the existing record of the case, including a copy of the written grievance, the resolution sought by the grievant, and the Chancellor's decision and reasons therefore.

b) Upon receipt of an appeal, the Assistant Vice President 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 Assistant Vice President 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 Two 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 Assistant Vice President 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 or Two level of the procedure.

d) Any hearing conducted by the Assistant Vice President 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 Staff Human Resources should be available as a resource person.

e) If the decision of the Assistant Vice President 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 Three 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 Three was received or due, and provided arbitration is not precluded under this Agreement. Costs of the arbitration, including the fee of the chairperson, 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, (2) for the salary and expenses of its own arbitrator. 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 Assistant Vice President for Equal Employment Opportunity and Human Resources (“Assistant Vice President”) in the Office of the President of the University a request for arbitration, stating the issue of the original grievance to be arbitrated, and designating one member of the Arbitration Board.

c) The Assistant Vice President shall designate a second member of the Arbitration Board, who shall be acceptable to the appropriate Chancellor. Within ten (10) calendar days after designation, these two (2) members of the Arbitration Board shall endeavor to agree on a third member, who shall act as chairperson of said Board. In the event they cannot agree upon a chairperson, the two designated members of the Board shall, within ten (10) calendar days
following disagreement on the selection of a third member, 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, the two (2) designated members of the Arbitration Board shall select a chairperson for the Board 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 chairperson, 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 Arbitration Board shall be final and binding upon the University, the employee and the Union.

f) Dilatory tactics or actions shall not be permitted, and the designated members of the Arbitration Board shall make all good faith efforts to select a chairperson within thirty (30) calendar days, but in no event later than forty-five (45) calendar days after receipt of the list of arbitrators from the Federal Mediation and Conciliation Service.

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 a grievance based on discrimination shall first discuss the complaint informally with his/her designated supervisor, Department Head, the campus Office of Diversity, Equity and Access or other official designated by the Chancellor, in an effort to settle the matter. If such is not possible, the employee may file a formal grievance.

b) The Office of Diversity, Equity and Access will hold the name of any employee in confidence upon request, unless that employee files a formal written grievance or otherwise publicizes the grievance. The complainant may at any time withdraw from the informal proceedings and file a written formal grievance. Should a formal grievance be filed, the Office of Diversity, Equity and Access may be called upon to assist throughout the proceedings and to provide input.

c) Discharges may be appealed solely through Civil Service processes. The procedure governing appeal of discharge from a status position after completion of the probationary period is that established by the rules and regulations of the State Universities Civil Service System. Under these rules, an employee against whom charges for discharge have been preferred is entitled, upon timely request, to a hearing by the State Universities Civil Service System Merit Board or by some designee of the Board.

d) 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 Assistant Vice President for Equal Employment Opportunity and Human Resources (“Assistant Vice President”) in the Office of the President of the University 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.

e) If any part of the decision of the Assistant Vice President 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 Assistant Vice President is requested pursuant to State Universities Civil Service System rules, the time within which arbitration of other questions in the decision of the Assistant Vice President is extended to thirty (30) calendar days after said review is completed and received.

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

(This entire Section 2 of this Article VII represents a deviation from Policy and Rules.)
ARTICLE VIII
SENIORITY

Section 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 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 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, Investigations, and Administrative Services).

ARTICLE IX
NO STRIKE OR LOCKOUT

Section 1. No Strike.

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

Section 2. University/Employee Rights.

The University has the right to discipline in accordance with Article VII, Section 1 of this Agreement and Policy and Rules, up to and including discharge, its employees for violating the provisions of this Article.

Section 3. No Lockout.

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

ARTICLE X
DUES DEDUCTION AND FAIR SHARE

Section 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 2. Fair Share.

Pursuant to Section 315/6 of the Illinois Public Labor Relations Act (5 ILCS 315/1 et seq.), the parties agree that as of the date of the signing hereof, if a majority of the members of the bargaining unit recognized hereby have voluntarily authorized a deduction under Section 1 of this Article, or if the Union otherwise demonstrates and verifies to the University's satisfaction in a manner acceptable to the University that such majority of the members of said unit are dues paying members of the Union at the time, nonunion members employed in status positions in the unit, who choose not to become members within thirty (30) calendar days of employment or thirty (30) calendar days of the signing hereof, shall be required to pay Fair Share Fee not to exceed the amount of dues uniformly required of members. Such Fair Share Fee shall be deducted from the employee's paycheck. Such involuntary deduction shall remain in effect for the duration of this Labor Agreement unless said amount is changed by action of the Illinois Labor Relations Board, or unless a majority of the members of the bargaining unit no longer have authorized deductions under Section 1 of this Article; in which event such involuntary deductions will cease. Such involuntary deductions shall be forwarded to the Union along with the deduction provided for in Section 1 of this Article.

Section 3. Labor Board Fair Share Provisions.

The University and the Union are both cognizant of the provisions of the Illinois Public Labor Relations Act and Rules promulgated by the Illinois Labor Relations Board which deal with Fair Share Fees. The Act and these Rules are incorporated in this Agreement by reference and the University and the Union agree to comply with and abide by all provisions of the act and said Fair Share Rules.

Section 4. Bona Fide Religious Exemption.

In the event that any employee covered hereby is precluded from making a Fair Share involuntary contribution as required by Section 2 hereof on account of bona fide religious tenets or teachings of a church or religious body of which that employee is a member, that employee shall have the right to refuse to allow said involuntary deduction, provided, however, that said right to refuse shall continue only so long as the employee makes contributions at least equal in amount to the Fair Share Fee amount to a non-religious charitable organization mutually agreed upon by the employee so refusing and the Union. For this purpose the Union shall certify to the University the names of all employees covered hereby who are relieved of the obligation to pay a Fair Share Fee by virtue of this Section; and it shall be the sole obligation of the Union to verify that contributions contemplated hereby have actually been made and that said employees are not subject to a Fair Share Fee involuntary deduction.

Section 5. Indemnification.

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 6. Limitations.

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

Section 7. Savings Provision.

In the event that the Illinois Labor Relations Board Rules referred to in Section 3 of this Article lapse or become inoperative for any reason, then the parties hereto agree that this Article shall likewise be inoperative and the parties shall commence without delay to negotiate a new Fair Share Article.

ARTICLE XI
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 XII
HEALTH AND 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 their supervisor. Any employee using any other equipment furnished by the University shall likewise immediately report any such defect to such other equipment to their supervisor.

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 VII.

ARTICLE XIII
DRUG AND ALCOHOL POLICY

Section 1. Statement of Policy.

It is the policy of the University of Illinois Police Department that the use of illegal drugs and abuse of legal drugs and alcohol by members of Police Department 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 Corporals and Sergeants 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 and constitutional rights of the employees.

Section 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 any 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 3. Drug and Alcohol Testing Permitted.

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 9 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 Corporal or Sergeant would otherwise be subject to the taking of such tests as a citizen under the law of the State of Illinois.
Any Corporal or Sergeant 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 dollars ($1,000.00), 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 4. Order to Submit to Testing.

At the time a Corporal or Sergeant 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 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 National Institute of Drug Abuse (NIDA);

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 5, Paragraph 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 (NIDA) 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 or higher 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 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 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 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 Corporal or Sergeant 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 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 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 10. Dismissal.

The University of Illinois Police Department 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 be constitute a direct threat to the property or safety of the general public.

ARTICLE XIV
PERIOD COVERED, STATUS DURING NEGOTIATIONS, AND COMMENCEMENT OF NEGOTIATIONS

Section 1. Period Covered.

This Agreement shall become effective at the start of the first shift beginning after 12:01 a.m., August 19, 2012 and remain in full force and effect through the completion of the last shift beginning prior to 12:00 a.m., midnight, August 31, 2015. This Agreement shall automatically be renewed thereafter from year to year unless either Party notifies the other in writing at least ninety
(90) 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 2. Status During Negotiations.

Once the notice called for in Section 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 3. Commencement of Negotiations.

The Party giving notice of a desire to modify the Agreement as provided for in Section 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.

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IN WITNESS WHEREOF, the Parties hereto have hereunto affixed their hands on this the 1st day of AUGUST, 2013.

FRATERNAL ORDER OF POLICE
LABOR COUNCIL

[Signature]
John Weathers
Attorney

THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS

BY: [Signature]
Walter Knorr
Comptroller

APPROVED: [Signature]
Maureen Parks, Associate Vice President
for Human Resources

[Signature]
Elyne Cole, Associate Provost for
Human Resources

[Signature]
Craig Hoefer, Chief Negotiator

APPROVED AS TO LEGAL FORM:

[Signature]
Office of University Counsel (date) 7/18/13

29
Side Letter of Agreement to the Contract By and Between the Board Of Trustees of the University of Illinois and the Fraternal Order of Police Labor Council effective August 24, 2008

Mandatory Fitness/Wellness Program

The University of Illinois Police Department (UIPD) has a vested interest in wellness for all employees. To ensure the well being of all sworn police officers, and to provide an opportunity for those officers to be physically fit, active and engaged in healthy activities, the UIPD proposes a mandatory physical fitness/wellness program.

The word "mandatory" means that every officer will make a good faith effort to participate in the program weekly, and also participate in one physical fitness assessment per year. This assessment will be used solely for the purpose of gauging the success of the program and the individual officer. Merit will be awarded those officers who exemplify dedication to the program and personal progress in their fitness goals. No officer shall be disciplined, demoted or discharged for inability to meet fitness standards, lack of improvement, failure to achieve individual or overall fitness goals, or based upon the annual physical fitness assessment. However, failure to participate in the program in a good faith effort will be dealt with in the spirit of progressive discipline.

A minimum of two hours, but no more than three hours per week, shall be provided to each officer for the purpose of physical fitness/wellness training (hereafter referred to as PT). These times may be requested by the individual officer, subject to shift staffing and supervisory approval of those times, such approval not to be unreasonably denied. Shift supervisors may assign times to each officer with a good faith effort to schedule at either the beginning or end of an officer's shift. Times may be taken in 1 hour or 90 minute increments, not to exceed 3 hours per week.

Acceptable activities include strength or cardio vascular training on premises at UIPD, and walking or jogging on designated routes in the campus district area. Team and/or competitive sports are not authorized during approved duty time as part of this program. A fitness committee will be established at UIPD to provide input into this program including the creation of designated jogging routes and exploring the potential use of Campus Recreation facilities.

It will be the responsibility of the individual officer to put forth a good faith effort to participate in the program. It will be the responsibility of the Police Supervisor to ensure that time allotted to work out during duty time will be provided, verified and supervised in a manner to ensure safety, security and well being of all participants. It will also be the responsibility of both the individual officer and the Police Supervisor to make absolutely certain that training times be scheduled in such a manner so as to ensure that the smooth and efficient delivery of police services to the campus are NOT adversely affected by this program.

The annual assessment will consist of five separate evaluation components, consisting of the same standards tested during pre-employment screening. Those components are:

- Flexibility - Sit and Reach
- Upper Body Strength - Bench Press
Upper Body Muscle Endurance - Push Ups
Torso Muscle Endurance - Sit Ups
Cardio Vascular Fitness - 1.5 mile walk/run

Awards will be given, in the form of award bars to be worn per policy, for persons exhibiting a level of physical fitness that deserves recognition. Those levels will be commensurate with guidelines established by the Cooper Institute in Texas. The guidelines are weighted by age and gender, and afford allowances for both in regards to acceptable fitness levels.
December 15, 2005

Mr. Jerry Lieb
Field Representative
Illinois Fraternal Order of Police Labor Council
974 Clock Tower Drive
Springfield, IL 62704-1304


Dear Jerry,

This side letter confirms the following agreements by and between the University and the Fraternal Order of Police related to the 2005-2008 collective bargaining agreement.

1. Charge-Out Compensation Time

   Effective January 5, 2006, sergeants will be given the choice of either overtime pay or compensatory time for charge-out overtime hours that are worked.

   Records will be maintained separately for comp time hours earned for in-house overtime and comp time hours earned for charge-out overtime. Comp time may not be accumulated in excess of two times the number of hours (80 hours) in a sergeant’s weekly work schedule for both types of comp time. Example – if the sergeant has a balance of 50 hours of in-house comp time, he/she may not exceed a balance of 30 hours of charge-out overtime. When a sergeant has both charge-out comp time and in-house comp time, the balance in the charge-out comp time will be used first.

   When there is a longevity or promotion in the sergeant’s pay status, the sergeant must agree to either cash out the current balance of charge-out overtime prior to the change in wages or agree to leave the charge-out comp time balance and use only as comp time. This does not apply to annual wage increases and does not affect the current procedures for cashing out in-house comp time.