

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 September 1, 2018 through August 15, 2021

CONTENTS

	<u>Page</u>	
ARTICLE I	AUTHORIZATION AND PURPOSE	1
	Authorization	1
	Purpose	1
ARTICLE II	LIMITATIONS	1
	Limitations	1
ARTICLE III	NEGOTIATIONS AND EXCLUSIVE RECOGNITION	2
	Classes Represented	2
	New Classes and Recognition	2
	Equal Opportunity	2
	Rights of the University	3
	Protected Activity	3
	Union Activity	3
	Notification of Recognition	4
ARTICLE IV	WAGES	4
	Method of Establishment of Wages	4
	Effective Date of Wages	4
	Wages (Basic Straight Time)	5
	Wages (Overtime)	5
	Wages (Call-Back)	6
	Court Time	6
	Investigator's On-Call Pay	7
	Canine Officer's Pay	7
ARTICLE V	BENEFITS	7
	Policy	7
	Paid Holiday Leave	8
	On-the-Job Injury	8
	Uniforms and Equipment	8
	Gift Day	10
	Family and Medical Leave	10

ARTICLE VI	WORKING RULES AND CONDITIONS	11
	Shift, Workday and Workweek	11
	Shift Schedule	11
	Selection of Shifts	11
	Police Schooling	12
	Assignment to Other Duties	12
	Special Services Details	12
	Orders to Police Personnel	12
	Medical Service, Emergency	13
	Union Records	13
	Layoffs	13
	Law Enforcement Materials	13
ARTICLE VII	PERFORMANCE PARTNERSHIP PROGRAM AND GRIEVANCES	13
	Performance Partnership Program	13
	Employee Grievances	17
ARTICLE VIII	SENIORITY	22
	Service and Seniority	22
	Departmental Rosters	22
ARTICLE IX	NO STRIKE OR LOCKOUT	22
	No Strike	22
	University/Employee Rights	22
	No Lockout	22
ARTICLE X	DUES DEDUCTION	23
	Dues Deduction	23
	Indemnification	23
ARTICLE XI	SAVINGS ARTICLE	23
ARTICLE XII	HEALTH AND SAFETY	23
	Health and Safety	23
	Mandatory Fitness/Wellness Program	24

ARTICLE XIII	DRUG AND ALCOHOL POLICY	25
	Statement of Policy	25
	Prohibitions	25
	Drug and Alcohol Testing Permitted	26
	Order to Submit to Testing	26
	Tests to be Conducted	27
	Right to Contest	28
	Voluntary Requests for Assistance	28
	Confidentiality of Test Results	28
	Discipline	29
	Dismissal	29
ARTICLE XIV	PERIOD COVERED, STATUS DURING NEGOTIATIONS, AND COMMENCEMENT OF NEGOTIATIONS	30
	Period Covered	30
	Status During Negotiations	30
	Commencement of Negotiations	30

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 September 1, 2018 through August 15, 2021

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 1.1. Authorization.

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

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 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.

- 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.
- 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 3.1. 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 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 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 for 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; 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 nonacademic 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. 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 3.7. 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 4.1. Method of Establishment of Wages.

Wages specified herein have been established in negotiations by and between the Parties. The University shall provide notification of 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.

Employees who are members of the bargaining unit as of the date that this Agreement is fully executed shall receive a two and one-half percent (2.5%) wage increase to their base salary that will be made retroactive to the beginning of the first year of the Agreement. After receiving this two and one-half percent (2.5%) wage increase, the base wage rates for bargaining unit members will be those set forth below:

	Police Corporal	Police Sergeant
1 year or less	\$36.03	\$41.01
More than 1 year to 2 years	\$37.90	\$43.18
More than 2 years to 10 years	\$38.83	\$44.21
More than 10 years to 15 years	\$39.79	\$45.39
More than 15 years to 20 years	\$40.76	\$46.35
More than 20 years to 25 years	\$41.77	\$47.46
More than 25 years	\$43.03	\$48.89

During each of the remaining two years of the Agreement, 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 (2.5%), 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.

Anniversary Step Increases: Employees shall be eligible throughout the term of this Agreement for anniversary step increases based upon the employees' 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 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 4.4. 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.

- f) 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 compensatory time hours earned for in-house overtime and compensatory time hours earned for charge-out overtime. Compensatory time may not be accumulated in excess of four times the number of hours (160 hours) in a Sergeant's weekly work schedule for both types of compensatory time. Example – if the Sergeant has a balance of 130 hours of in-house compensatory time, he/she may not exceed 30 hours of charge-out overtime. When a Sergeant has a both charge-out compensatory time and in-house compensatory time, the balance in the charge-out compensatory time will be used first. However, the maximum amount of compensatory time an employee can cash out is 160 hours in a fiscal year.

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 compensatory time balance and use only as compensatory time. This does not apply to annual wage increases and does not affect the current procedures for cashing out in-house compensatory time.

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 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 4.6. 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 4.7. 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 seven (7) hours per workweek, at their regular, straight-time hourly rate of pay.

Section 4.8. Canine Officer's Pay

In the event that 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 5.1. 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 5.2. 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 5.3. 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 5.4. 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:

- | | |
|----------|---|
| Clothing | Three (3) Class B all-weather uniform trousers |
| | Three (3) Class B short sleeve uniform shirts |
| | Three (3) Class B long sleeve uniform shirts |
| | Two (2) badges (one shirt badge and one coat badge), collar insignia, name tag and award bar holder |
| | One (1) uniform chain for whistle |

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 fiscal 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 fiscal 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 seven hundred fifty dollars (\$750.00), 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).

Section 5.5. 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.

Section 5.6. Family and Medical Leave

Sergeants 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, 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 6.2. 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 6.3. 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 exercise 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 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. 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 6.6. 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 6.7. 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 6.8. 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 6.9. Union Records.

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

Section 6.10. 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 6.11. 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
PERFORMANCE PARTNERSHIP PROGRAM AND GRIEVANCES**

Section 7.1(A). Performance Partnership Program

The parties agree that the previous disciplinary program utilized by the University which included oral warnings, written reprimands, unpaid suspensions, and discharge is terminated and that for the term of this agreement the parties are committed to the performance management program referred to as the Performance Partnership Program (PPP). This program is intended to be

both positive and corrective in nature. It is intended to recognize good performance through Positive Contacts and Positive Recognition letters. It is also intended to correct/eliminate employee deficiencies through both informal non-disciplinary supervisory discussion (Constructive Contact and Performance Improvement Discussion), and through formal progressive corrective steps where appropriate. These progressive steps include:

Formal Corrective Action

- a. Work Performance Reminder
- b. Written Reminder
- c. Decision Making Leave

Discharge

The University reserves the right to skip any and all informal and formal steps due to seriousness of infraction or due to pattern of infractions. Any infraction that occurs while an employee is in an active period of the Decision Making Leave step may result in discharge. Formal Corrective Action will be issued according to the tenets of the Performance Partnership Program and for just cause. Formal Corrective Action will be issued as soon as practicable after the University became aware that a bargaining unit member or members engaged in an offense giving rise to Formal Corrective Action, but in no event (except extension) more than sixty (60) days from when the University became aware of the incident or reasonably should have known it occurred, unless the incident is subject to an criminal and/or administrative investigation outside the control of Illinois Human Resources or University of Illinois Police Department.

The University may request an extension of the sixty (60) day time limit and the Union shall not unreasonably deny the request.

The sixty-day clock will stop upon layoff and start again when the employee returns to work after the regular layoff period.

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.
3. 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 7.1(B). PPP Guidelines and Materials

PPP guidelines are set forth in the University's PPP Supervisor's Manual as it may be

amended from time to time. The University shall provide copies to the Union of their guidelines and other materials which are provided to the management for the purpose of proper implementation of the PPP.

Section 7.1(C). Definition of Just Cause

Formal corrective action and discharge shall be based on "just cause" as defined under the State Universities Civil Service System Statute and Rules. Just cause for formal corrective actions less than discharge include, but are not limited to: unauthorized and unexcused absence; leaving work without authorization; failure to punch in or out on a time card; habitual tardiness; punching another employee's time card; 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.

Causes justifying 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.

Per the PPP supervisor's manual, 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 actually did violate the rule?
5. Is the action planned 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 7.1(D). Manner of Issuing Corrective Action

Corrective Action 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 Performance Improvement Discussion. The presence of a Union representative, however, will not relieve the employee's obligation to participate in that discussion.

Section 7.1(E). Pre-disciplinary Meeting and Notification

When the University is contemplating formal corrective action, a pre-disciplinary meeting will be held. The University will provide at least seventy-two (72) hours written notice to the employee prior to said meeting, except in cases of emergency, which the University alone may define. Said notice shall contain date, time and location of meeting, specific reason, and apprise the employee of his/her right to representation at all times during the disciplinary process. The employee and his/her representative shall be given the opportunity to rebut the reasons for the contemplated discipline. If the employee does not request Union representation, a Union representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings.

Section 7.1(F). Notification of Corrective Action

In the event a Performance Improvement Discussion transpires or disciplinary action is taken against an employee, 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 7.1(G). Positive Recognition Letters

The University will provide the Union on a quarterly basis with copies of Positive Recognition Letters that have been issued to bargaining unit employees.

Section 7.1(H). Historical Information

All formal and informal actions will remain as part of the employee's work history. Formal corrective actions will deactivate according to the specified times outlined below provided the employee has had no other formal corrective action during any of the active time periods. If an employee receives other formal corrective action during an active time period, all formal corrective actions will not deactivate until such time that all formal corrective action time periods have been completed. If a disciplinary action (including discharge) is challenged, management reserves the right to present an employee's entire work history as a means to illustrate the efforts management has undertaken to correct the employee deficiencies, including, but not limited to, all supervisor discussions and all formal corrective actions, regardless of activation status. Deactivated formal corrective actions will not be used to progress the current discipline, including discharge. However, if an employee establishes a pattern (more than three) of infractions, deactivated formal corrective actions may be used to progress the current discipline. Supervisor discussions do not deactivate and will remain a part of an employee's work history.

- a. Work Performance Reminder – Six (6) months; provided no other formal corrective action during this time period
- b. Written Reminder – Twelve (12) months; provided no other formal corrective action during this time period
- c. Decision Making Leave – Twenty-four (24) months; provided no other formal corrective action during this time period

Section 7.1(I). Right to Appeal

The Union reserves the right to appeal any formal corrective action, including discharge, via the grievance procedure, up to and including binding arbitration. The employee reserves the right to rebut, in writing, any Performance Improvement Discussion. Any Performance Improvement Discussion rebuttal shall be made a part of the employee's unit file and a copy shall be sent to the campus PPP coordinator.

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 corrective action, up to and including discharge; provided the request is not overly broad, unduly burdensome and not protected by legal privileged.

Section 7.1(J). 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 7.1(K). 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.

Section 7.2. 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.
- f) Related Services - Employees are encouraged to make use of the University's Office for 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 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 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 through the Office of Employee and Labor Relations – Illinois Human Resources. 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, the grievance may be moved to arbitration.
- d) Any hearing conducted by the Chancellor shall follow informal procedures, with emphasis given to ensure that each person with firsthand 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.
- e) 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 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 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 bylaw. 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:
 - i) 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
 - ii) 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 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.

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

ARTICLE VIII SENIORITY

Section 8.1. 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 8.2. Departmental Rosters.

Any time a change of the department roster is made because of retirement, disability, layoff, or advancement, the department will provide copies of rosters to the 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 9.1. 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 9.2. 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 9.3. 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**

Section 10.1. 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 10.2. 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.

**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**

Section 12.1. 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.

Section 12.2. 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 Corporals and Sergeants, 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 Corporal and Sergeant 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 Corporals and Sergeants who exemplify dedication to the program and personal progress in their fitness goals. No Corporal or Sergeant 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 Corporal and Sergeant 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 Corporal and Sergeant 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 Corporal and Sergeant 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 Corporal and Sergeant 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. Members who pass fitness training in accordance with standards established for that member's gender and age (determined as of the date of the test) with a rating of fair or higher, will be granted one (1) regular workday off with pay.

ARTICLE XIII DRUG AND ALCOHOL POLICY

Section 13.1. 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 13.2. 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 13.3. 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 (\$1,00.00), 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 13.4. 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 13.5. 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 13.6. 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 13.7. 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 13.8. 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 13.9. 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 13.10. 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., September 1, 2018 and remain in full force and effect through the completion of the last shift beginning prior to 12:00 a.m., midnight, August 15, 2021. This Agreement shall automatically be renewed thereafter from year to year unless either Party notifies the other in writing at least one 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 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.

IN WITNESS WHEREOF, the Parties hereto have hereunto affixed their hands on this the 20th day of December, 2018

FRATERNAL ORDER OF POLICE
LABOR COUNCIL.

THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS

D. P. Nixon

BY: [Signature]
Avijit Ghosh, Comptroller

[Signature]

APPROVED: [Signature]
Jami M. Painter, Interim Associate Vice
President for Human Resources

J. D. Badley

[Signature] 12/07/18
Elyne Cole, Senior Associate Chancellor
for Human Resources

Jame Carter

[Signature]
Thomas H. Riley, Jr. Executive Director of
Labor Relations

[Signature]
Robb B. Craddock, Chief Negotiator

APPROVED AS TO LEGAL FORM:

[Signature]
Office of University Counsel (date)