

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

**THE BOARD OF TRUSTEES FOR
WESTERN ILLINOIS UNIVERSITY**

AND

**THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR
COUNCIL ON BEHALF OF CERTAIN EMPLOYEES OF THE
WESTERN ILLINOIS UNIVERSITY POLICE DEPARTMENT**

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ARTICLE I – PREAMBLE

This Agreement is made and entered into the First day of July 2020 by and between the Board of Trustees for Western Illinois University, hereinafter called the Employer, and the Illinois Fraternal Order of Police Labor Council on behalf of certain employees of the Western Illinois University Police Department, hereinafter referred to as the Labor Council.

ARTICLE II - UNION RECOGNITION AND MEMBERSHIP

Section 1 - Recognition Clause

In accordance with the provisions set forth in Public Act 83-1014, the Employer recognizes the Labor Council as the exclusive collective bargaining agent in all matters, pertaining to wages, hours and working conditions as herein contained except those expressly provided for or controlled by the State Universities Civil Service System, the Illinois Compiled Statutes and the Employer Benefit Regulations governing Civil Service Employees (hereinafter referred to as Regulations), for all personnel in full-time, probationary or status positions in the Civil Service Merit Board classifications of Police Telecommunicator, Police Officer and Police Corporal. Excluding all supervisory, managerial, and confidential employees as defined by the Illinois Public Labor Relations Act and all other employees of the university including all full-time and part-time administrative, professional and Civil Service employees.

Section 2 – Civil Service Intern Appointments

Civil Service Intern appointments shall comply with chapter VI, Sec. 250. 70 of 80 Illinois Administrative Code and as amended. This includes, but is not limited to, provisions concerning seniority and rates of pay.

Section 3 - Non-Discrimination

The Employer and the Labor Council agree that they will not deny membership to nor in any way practice discrimination against any employee because of sex, race, color, sexual orientation, gender identity, gender expression, religion, age, marital status, national origin, disability, genetic information, veteran status or any other classes protected by state and federal law. The parties further agree that they will comply with the Americans with Disabilities Act, and with determinations of compliance as developed by the Employer.

Violations of this Section are not subject to the Grievance Procedure of this Agreement. Employees may follow the Employer's Policy on Discrimination Complaint Procedures and/or may elect to pursue legal remedy outside the employer.

Section 4 - Labor Council Visits to the Workplace

The Labor Council agrees that it will not conduct business during work hours except in regard to those matters expressly provided in this Agreement in reference to grievances, negotiations or other meetings for matters of mutual concern. Labor Council officials may visit the campus and meet with employees covered under this agreement to discuss Union matters following notice to the Department Head or his/her designee of the intended visit.

Section 5 - Notification of New Employees

The Employer agrees to notify all new employees in the classifications covered by this agreement that the Council is the exclusive bargaining agent. Further, the Employer agrees to provide new employees in the classifications covered by this agreement a copy of the Voluntary Dues Deduction Form.

Section 6 - Activity During Working Hours

A designated unit employee representative, with permission of his/her supervisor may leave his/her assigned work with pay for a reasonable period of time to investigate an alleged grievance. The employee representative shall be in a non-pay status while so occupied if proper permission to absent himself/ herself from work has not been first obtained.

Section 7 - Labor Council Negotiating Team

The Employer agrees to allow no more than two (2) employees to attend negotiations without loss of pay. The Employer shall not otherwise be obligated for wages or subsistence expenses for any employees except as described above.

Section 8 - Personnel Files

The Employer's personnel files relating to any unit employee shall be open and available for inspection by the employee during regular business hours. Such inspection shall be in accordance with existing policy.

Section 9 - Responsibilities

Any action or responsibility assigned to an official or representative of the Board, president, University, or the union may be performed by a designee of such official or representative.

ARTICLE III – MANAGEMENT RIGHTS

The Labor Council recognizes the right of the Employer to manage its operations and to plan, direct and control its employees including policies and conditions of employment. The right to plan, direct and control includes hiring, suspension, discharge, transfers and layoffs and other employment matters which shall be in accordance with the State Universities Civil Service Statutes and Rules of the State of Illinois.

Except as otherwise expressly provided in this Agreement, nothing contained in this Agreement shall be deemed to limit the Employer in any way in the exercise of the regular and customary functions of management. The Labor Council in recognizing the right of the Employer to manage its operations, agrees to cooperate in creating the highest degree of efficiency in such operations.

ARTICLE IV – DUES DEDUCTION

Section 1

The Employer agrees to deduct union membership dues from the pay of those employees who individually request it.

Section 2 - Dues Deduction

Upon receipt of a signed written authorization form (Addendum C) from an employee, the Employer shall cause the State Comptroller or other authorized wage paying authority to withhold those deductions or fees from the wages due to each bargaining unit employee, pursuant to the State Salary and Annuity Withholding Act and/or other applicable state statutes and/or procedures established by the Comptroller and/or the Employer and shall cause the amounts so withheld to be remitted to the Labor Council by the State Comptroller or other authorized wage paying authority on a semi-monthly basis at the address designated, in writing, by the Union. The Union shall advise the Employer of any changes in dues, other approved deductions, in writing, at least fifteen (15) calendar days prior to its effective date.

Section 3 - Indemnification

The Union shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit, or any form of liability (monetary or otherwise), including attorney's fees and cost, arising from any action taken or not taken by the Employer, its members, officers, agents, employees or representatives in complying with this Article or in reliance on any notice, letter or written authorization forwarded to the Employer pursuant to this Article.

ARTICLE V – STRIKES AND LOCKOUTS

Section 1 - No Strike Commitment

During the life of this agreement or any extension thereof, the Labor Council or any of its agents, members, or representatives shall not directly or indirectly instigate, promote, cause, or participate in any strike, job action, work stoppage, slowdown, interruption of work or other interference of any kind with operations. In the event an employee is in violation of this Article, his/her fringe benefits as outlined elsewhere in this agreement shall be suspended during the course of the strike or work stoppage, and the employee shall not be entitled to any accrual thereof during the period of any such strike or work stoppage.

Section 2 - Discipline

Violation of this Article by the Labor Council shall result in the cessation of payments for dues. Violation of this Article by employees will result in disciplinary action up to and including discharge from employment.

Section 3 - Resumption of Operations

Furthermore, in the event that an employee represented by the Labor Council violates this Article, the Labor Council shall immediately use its best efforts to terminate the continuance of such violation and to restore conditions to the status in which they existed prior to the violation and the Labor Council in so using its best efforts, shall include the posting of notices in conspicuous places where employees are most likely to see them, which notices shall express the disapproval of the Labor Council as to the violation, and which further shall direct those employees represented by the Labor Council in a course of action designed to terminate the violation and to restore conditions to the status in which they existed prior to the violation.

Section 4 - No Lockout

There shall be no lockout by the Employer during the life of this agreement.

ARTICLE VI – GRIEVANCE PROCEDURE

Section 1 - Purpose

The purpose of the Grievance Procedure is to secure at the lowest possible level, a fair and equitable solution to the problems of the parties. Both parties shall make an earnest and honest effort to resolve the grievance in the most expeditious, cooperative and harmonious manner possible.

Section 2 - Grievance

- A. "Grievance" is hereby defined to be any dispute, controversy or difference of opinion between the Employer and the Labor Council or any employee covered by this Agreement regarding the application, meaning or interpretation of this Agreement.
- B. Grievances may be processed by the Labor Council on behalf of an employee or on behalf of a group of employees or itself, setting forth name (s) or group (s) or employee (s). Either party may have the grievant or one grievant representing group grievants present at any step of the grievance procedure, and the employee is entitled to a Labor Council representative at each and every step of the grievance procedure. The resolution of grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group.
- C. The Labor Council agrees that should a status employee file an appeal of a discharge or a demotion with the Merit Board their contractual grievance rights are thereby waived. Neither the Labor Council nor the effected probationary

employee will be permitted to file a grievance in the event of a probationary discharge.

Section 3 - Grievance Steps

Informal Resolution

Prior to filing a grievance an employee may discuss the alleged complaint with his/her immediate supervisor upon becoming aware of the issue (s) at dispute. If possible, the issue (s) should be resolved informally between the immediate supervisor and the employee as long as any resolution to the matter is not inconsistent with the terms of this agreement.

Step 1

The employee and/or the Labor Council shall present the grievance in writing to the Department Head, or his/her designee. All grievances must be presented not later than fourteen (14) calendar days from the date the grievant became aware or reasonably should have been aware, of the occurrence giving rise to the grievance exclusive of the employee's days off. The Department Head or designee shall then make a reasonable effort to adjust the matter and shall respond orally or in writing within fourteen (14) calendar days.

Step 2

If a grievance is not resolved at Step 1, the written grievance shall be presented to the University Director of Human Resources or designee within fourteen (14) calendar days after the date the Step 1 response is given or due, whichever is earliest. The Director of Human Resources or designee and a Labor Council representative shall meet within fourteen (14) calendar days. The Union agrees that not more than one (1) local Labor Council representative shall be present at said meeting. The Director of Human Resources or designee shall respond in writing within fourteen (14) calendar days following the conclusion of the meeting.

Section 4 - Arbitration

- A. If the Labor Council is not satisfied with the Step 2 response, the written grievance may be referred to arbitration by so notifying the Director of Human Resources or designee in writing within fourteen (14) calendar days after the receipt of the decision. The Director of Human Resources or designee and the Labor Council shall attempt to agree upon an arbitrator, but if they are unable to do so within twenty-one (21) calendar days of the written notice to arbitrate, the parties shall jointly request the Federal Mediation and Conciliation Service submit a panel of seven (7) arbitrators. The parties shall alternately strike the names of two arbitrators, taking turns as to the first strike. The remaining person shall be the arbitrator who shall be notified of their selection by a joint letter from both parties requesting that a date and time for the hearing be established subject to the reasonable availability of the parties. All hearings shall take place in the City of Macomb, Illinois, unless otherwise mutually agreed.
- B. Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator. The Employer or the Labor Council

shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses who are not employees of the Employer. The Employer shall not be obligated for payment of employees travel expenses and/or time spent outside of the employees normal working hours.

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question of arbitrability. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the grievance. The arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall submit a written decision to the parties within thirty (30) working days of the close of the hearing or the submission of briefs, whichever is later, unless the parties agree to an extension.

The decision and award of the arbitrator shall be final and binding on the Employer, Labor Council and the employee or employees involved.

The expenses and fees of the arbitrator and the cost of the hearing room shall be shared equally by the parties.

If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, it shall pay for the cost of its copy.

Section 5 - General

- A. Grievances may be withdrawn at any step of the Grievance Procedure without prejudice. Grievances not appealed within the designated time limits will be treated as withdrawn grievances.
- B. The time limits at any step or for any hearing may be extended by mutual agreement of the parties involved at that particular step.
- C. The Employer's failure to respond within the time limits shall not find in favor of the grievant but shall automatically advance the grievance to the next step.
- D. Grievances may be filed at any step of the Grievance Procedure by mutual-agreement of the parties at that step.

ARTICLE VII – HOURS OF WORK AND OVERTIME

Section 1 - Work Day and Work Week

The basic work schedule for employees shall normally be forty (40) hours each week composed of five (5) consecutive days of work consisting of eight (8) consecutive hours each; followed two (2) consecutive days off. The work week for payroll purposes shall commence at 12:00 a.m. each Monday and end after 11:59 p.m. each Sunday. The provisions of this section may be modified by mutual agreement of the Employer and the employee.

When time spent attending training would result in an employee being in pay status for less than eight (8) hours for the day, the employee shall be allowed to return to work or use accrued leave (vacation or compensatory time) for the period necessary to account for eight (8) hours in pay status for the day. This paragraph does not pertain to training situations when an employee is being paid on an overtime basis.

Section 2 - Lunch and Break Periods

Each eight (8) hour shift shall allow for and include a paid one-half (1/2) hour lunch period and two (2) breaks which shall be granted at the discretion of the immediate supervisor, except when attending training. Employees, while at lunch, remain on-call and subject to performing any and all duties as the work may require. Any employee who is required to perform duties during their lunch period shall be allowed to complete the lunch period when time so permits. When attending training, paid lunch periods shall be limited to one-half (1/2) hour per day and extended breaks shall be without pay.

Section 3 - Shift Bids

Non-probationary employees shall be permitted to bid by classification and seniority shifts and days off as previously determined by the department head or designee. Bid sheets shall state regular shift assignments for the power shift police during all break periods. This bid will occur three (3) times each calendar year approximate to the fall, spring and summer semesters and shall be completed and new schedule posted no later than thirty (30) calendar days prior to the cycle change unless otherwise mutually agreed between the Union and the Employer (via email is satisfactory) .

The employer agrees to limit the number of "asterisks shifts" on the shift bid to one (1) per shift.

Bid intervals for shifts and days off along with the timeframe for completion and new schedule posting may be altered by mutual agreement of the employer and bargaining unit.

Section 4 - Trading Shifts or Days Off

Employees will be permitted to trade shifts or days off by classification on a temporary basis provided non-bargaining unit supervisor approves of the trade in advance. The classifications of Police Corporals and Police Sergeants shall be treated as one classification and the classifications of Police Officers and Police Corporals shall be treated as one classification for trading shifts and days off. Hours worked as a result of such trades shall not entitle the employees to overtime compensation.

Section 5 - Temporary Schedule Changes

The department head or his/her designee may make temporary schedule changes if the operational requirements of the department so require (i.e. special assignments, training, emergency situations). Absent an emergency situation, an employee shall receive at least forty-eight (48) hours advance notice by phone call of any temporary schedule changes. Temporary schedule changes should not normally exceed thirty (30)

calendar days per bid cycle. Employees assigned to special duty shall not be eligible to bid shift or days off. The determination of shift and days off shall be at the discretion of the department head or designee.

Section 6 - Overtime

All hours worked in excess of eight (8) hours in the workday or forty (40) hours in the work week shall be overtime and compensation for such hours shall be at a rate of one and one-half (1 ½) times the basic hourly rate. Overtime payment computation will be based on completed work in six (6) minute segments rounding to the next highest segment.

Employees required to work on their second scheduled day off within the work week shall be paid at two (2) times their hourly rate. Employees with Sunday—Monday off shall have Monday considered as their second day off.

The provisions of the above paragraph, relative to employees receiving two (2) times their hourly rate, shall not apply to hours and/or overtime worked as a result of a grant and/or special funding source that does not provide for this overtime rate. In such cases, overtime shall be paid at one and one-half times the basic hourly rate. Additionally, separate hours and/or overtime list(s) shall be established for each grant and/or special funding source.

Section 7 - Call Back

When an Employee is called back to work after having left the university after completion of a workday, the employee shall receive a minimum of two (2) hours pay at the applicable rate.

When an employee is called in to work on a scheduled day off, the employee shall receive a minimum of two (2) hours pay at the applicable rate.

Section 8 - Court Time

Employees who as a part of their official duties are required to appear to sign charges at the State's Attorney's Office, attend court sessions, pre-trial conference or a University Judicial Hearing outside of their regularly scheduled work hours shall receive a minimum of two (2) hours pay at the applicable rate.

Employees required to attend any appearances provided for in this section within one (1) hour immediately preceding or following their normal work shift will be compensated at the applicable rate for one (1) hour.

Section 9 - Overtime Distribution

The employer agrees, that when it determines to fill an assignment with an employee on overtime, it shall attempt to distribute overtime as equally as possible (as set forth in Addendum B). The employer will continue to utilize its current system of overtime

distribution which provides offerings to be made to the most senior employee with the least number of overtime hours worked and/or offered.

It is further understood that regularly scheduled holiday work does not constitute overtime hours for the purpose of this equalization process.

Section 10 - Overtime Notification

The employer shall make every reasonable attempt to advise employees at least forty-eight (48) hours prior to an overtime assignment, when such assignment is created by an event known to the department more than seven (7) calendar days in advance.

Section 11 - Cancellation of Overtime Assignment

If an overtime assignment is canceled and the department is unable to advise the affected employee at least one (1) hour prior to the overtime assignment, a two (2) hour payment of overtime will be paid.

Section 12 - Compensatory Time

Compensatory time is defined as release time from work with pay in lieu of immediate cash overtime payment.

The employee must notify his/her supervisor of their desire to accrue compensatory time no later than by the end of the overtime shift.

Computation of compensatory time shall be based on the requirements shown in Section 6 above. Compensatory time shall not be allowed to accrue beyond eighty (80) replenishable hours.

The department shall be permitted to designate certain event overtime opportunities which shall not qualify for compensatory time.

Employees may elect to take compensatory time off in lieu of overtime pay with the following limitations:

- A. If the request for compensatory time off creates overtime, employees shall submit their requests at least seven (7) calendar days in advance. All overtime created shall be posted for a minimum of four (4) calendar days by the shift supervisor or patrol lieutenant within twenty-four (24) hours of the request for compensatory time off. Nothing shall prevent the Employer from approving compensatory time off which creates overtime if an employee submits their request less than seven (7) days in advance.
- B. Compensatory time shall be used in minimum of one (1) hour increments if the compensatory time off does not create overtime. If the compensatory time off does create overtime, a minimum of two (2) hours shall be used.
- C. No employee shall be forced in to work if a replacement for an employee using an elective compensatory day could not be found.

- D. If an employee is working overtime as a result of another employee utilizing compensatory time, they may not earn compensatory time and must take their overtime compensation in pay.
- E. Employees may use compensatory time off that requires overtime. Compensatory time may not be used on days that would unduly disrupt the operations of the department or on working days immediately preceding or following days that would unduly disrupt the operation of the department as previously established by past practice.
- F. Requests for compensatory time off will not be unreasonably denied.
- G. Accumulated compensatory time may be paid out by mutual consent between the employee and Employer.

Section 13 – On Campus Details

After the Employer has determined the make-up of any on-campus details requiring Police personnel, the Employer agrees to first offer such assignments to members of the bargaining unit in accordance with past practice.

ARTICLE VIII - SENIORITY

Section 1 – Definition

Seniority shall be determined by the rules of the State University Civil Service System. In cases of ties in seniority, a lottery shall be used to determine order of seniority. Any lottery shall be devised by the Employer and subject to approval by the Council.

Seniority by classification shall prevail in the choice of work schedule bids, i.e., shift assignments and scheduled days off.

Section 2 - Seniority List

Seniority lists by classification shall be updated no less than semi-annually with a copy forwarded to the Council.

Section 3 - Vacation Preference

Vacation requests shall be approved on a departmental seniority basis by classification for the first fourteen (14) calendar days after the corresponding schedule is posted. The timeline referenced below relative to responding to vacation requests shall not begin until the end of this fourteen (14) calendar day period. At the end of this fourteen (14) calendar day period, vacation requests shall be approved on a first come-first served basis from the date and time of the request by classification. Vacation requests shall be submitted to the shift Police Sergeant or designee. While on duty, vacation requests for time off during the shift shall be submitted to the employee's immediate supervisor, unless the time off includes work periods supervised by more than one immediate supervisor. In such cases, vacation requests shall be submitted to the shift Police Sergeant or designee. The Employer agrees to respond in writing within seven (7) calendar days of submission. Absent a response within seven (7) calendar days, the vacation request shall be submitted to the department head or designee. The

department head or designee agrees to respond in writing within three (3) calendar days. Any denials of vacation request shall indicate in writing the cause for denial. The Employer will make every effort to approve vacation request and vacation request shall not be unreasonably denied.

ARTICLE IX - DISCIPLINE

Section 1 - Discipline Defined

The Employer prescribes to the tenants of progressive and corrective discipline which shall include the following forms of disciplinary action:

- Oral Reprimand
- Written Reprimand
- Suspension
- Discharge

The Employer, when issuing disciplinary action, shall have just cause for such action and shall inform the employee of the reasons for the action.

Section 2 - Disciplinary Investigations

Bargaining unit employees may have Labor Council representation during an investigatory interview related to employment issues. The Employer agrees to provide at least a forty-eight (48) hour notice to the employee in advance of the interview. The employee must make a request for representation in advance of the interview and the employee will advise the union of the request. The employee shall notify the Employer of the request for representation. However, the Employer is not obligated to delay the interview should no representative be available at the time of the interview.

Section 3 - Uniform Peace Officer's Disciplinary Act

The Employer agrees to abide by the Uniform Peace Officers' Disciplinary Act.

Section 4 - Expungements

Written verifications of verbal warnings received by an employee that have been expunged from the "Administrative Counseling Register Notices" shall be physically removed from the "Administrative Counseling Register Notices" and shredded.

ARTICLE X – GENERAL PROVISIONS

Section 1 - Labor / Management Conferences

- A. The Council and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it desirable that conferences be held between Council representative, employee representatives and responsible administrative representatives of the Employer.

Any such labor-management conference may be convened following the submission of a written request to include a written agenda from either party to the other at least seven (7) days in advance of the desired conference date. Requests from the Union shall be submitted directly to the Director of Human Resources or his/her designee. Such meetings and location shall be mutually agreed to before being held, and the purpose of any such meeting shall be limited to:

1. Discussion of the implementation and general administration of this agreement.
 2. A sharing of general information of interest to the parties.
 3. Notifying the Council of changes in non-bargaining conditions of employment contemplated by the Employer which may affect employees.
- B. It is expressly understood and agreed that such conferences shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at "labor-management conferences" nor shall negotiations for the purpose of altering any or all of the terms of this agreement be carried on at such conferences.
- C. When absence from work is required to attend "labor-management conferences", employee representatives shall give reasonable notice to and receive approval from their supervisor in order to remain in pay status. Supervisors shall approve the absence except in emergency situations or when the absence would result in an overtime situation. Attendance by unit members at labor-management conferences shall be limited to:
1. on duty unit employees provided that the number of employees remaining at the duty station(s) would not be reduced to less than two (2);
 2. off duty personnel, but in such numbers that when combined with those if any, attending under 1) above, the total would not exceed four (4).

Section 2 - Bulletin Board

The Employer agrees to furnish bulletin board space in the police department for the posting of Council notices related to regular Council business. Such notices or any material posted shall be signed by a representative of the Council and shall not be political or partisan in nature, nor defame the Employer or any individual (s) associated or employed by the University or the State.

Section 3 - Uniforms/Equipment

Uniforms and equipment will be issued, maintained, and worn as directed by the Department Head or his/her designee. Uniform items may not be worn off duty except during the commute to and from work.

Issued items of clothing and equipment will be replaced on an "as needed" basis. Officers/ corporals will turn in to the Department Head or his/her designee any item requiring replacement. The Department Head or his/her designee will inspect such item(s) and, if warranted in his/her judgement, authorize replacement. The acquisition of replacements will be in accordance with Department policy.

The Employer agrees to provide cleaning of uniforms including plain clothes assignments at no cost to the officer/corporal.

Section 4 - Layoff

Layoff shall be in accordance with State Universities Civil Service Rule 250.110 (d).

During the terms of this agreement, should the Employer decide to contract or subcontract any duties performed by any of the classifications covered by the terms of the Agreement which results in the layoff of bargaining unit members, the Employer agrees to abide by the provisions of sections 4 and 7 of the Illinois Public Labor Relations Act.

Section 5 - Parking Policy

During the term of this agreement, the parties agree to accept the operating and regulatory parking policies, including the parking fees, established by the University. The University agrees that bargaining unit members will be subject to the same fees and regulations as all University employees.

ARTICLE XI – PSYCHOLOGICAL TESTING

Psychological testing shall include but not be limited to any of the following: clinical assessment, stress evaluation, interview or counseling with a psychologist, psychiatrist, social worker or other mental health professional pursuant to the Employer's order. Psychological testing shall not include polygraph testing.

Psychological testing of employees shall only be ordered by the employer where there is individualized, objective, and articulable indicia constituting just cause to believe that such testing of the affected employee is necessary because the employee's mental status poses a significant present threat to his/her own health and safety, the safety of his/her co-workers, or the safety of the public.

Employees may be relieved of duty without loss of pay or benefits pending such testing or pending the receipt of the results, for just cause.

Test results, interview notes, reports, etc., shall be strictly confidential. Psychologist or other mental health professional shall be informed by the Employer that an employee may be deemed unfit for duty only if the employee's mental status poses a significant and direct present threat to his/her own health and safety, the safety of his/her co-workers, or the safety of the public. The psychologist, or other mental health professional shall notify the Employer of his/her opinion as to the employee's ability to perform the essential functions of his/her job, only after having been advised in writing by the Employer of those essential functions. The psychologist, or other mental health professional shall not disclose any case history, interview responses, test results or diagnoses supporting his/her opinion concerning the employee's ability to perform the essential functions of his/her job without the express written consent of the employee.

Only licensed and certified mental health professionals trained and experienced in psychological test techniques and interpretation may conduct the testing.

At no time may the mental health professional be advised by the Employer of any disciplinary, personal or other information or allegations against the employee. The purpose of this provision is to ensure the objectivity of the evaluator.

ARTICLE XII - DRUG AND ALCOHOL TESTING

Section 1 - Statement of Policy

It is the policy of the Employer that the public has the reasonable right to expect persons employed by the Employer to be free from the effects of drugs and alcohol while on duty. The purposes of this policy shall be achieved in such manner as not to violate any constitutional rights of the employees.

Section 2 –Prohibitions

Employees shall be prohibited from:

1. consuming, possessing, or being under the influence of alcohol on duty other than in an authorized duty capacity, when absolutely required in the conduct of an investigation, with prior supervisory authorization;
2. possessing cannabis on duty other than in an authorized duty capacity or consuming cannabis on or off duty;
3. possession other than in an authorized duty capacity, use or being under the influence while on duty of any controlled substances except with the approval and guidance of a licensed physician of the United States of America and with the knowledge of an immediate supervisor;
4. use of an illegal drug, or any designer drug not yet scheduled as a controlled substance, but which impairs an employee;
5. 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

Employers shall be permitted to order employees for drug and or alcohol testing under the following conditions:

A. Reasonable Suspicion: Where the Employer has reasonable suspicion to believe that an employee is under the influence of alcohol, cannabis, a controlled substance or illegal drugs during the course of the workday, the Employer shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. At least two (non-bargaining unit) supervisory personnel who are not members of the bargaining unit must certify their reasonable suspicions concerning the affected employee prior to any order to submit to the testing authorized herein. The basis for reasonable suspicion shall be documented by the supervisory personnel and a copy be provided to the employee in writing prior to the test being ordered. There shall be no random or unit-wide testing of employees, except random testing of an individual employee as

authorized in Section 8 below. The foregoing shall not limit the right of the Employer to conduct such tests as it may deem appropriate for persons seeking employment as an employee prior to their date of hire.

B. Officer Involved Shooting: When a law enforcement officer acting within the scope of his or her law enforcement duties discharges his or her firearm resulting in injury or death to a person or persons pursuant to 50ILCS 727/1-25, the Employer shall have the right to order the officer to submit to alcohol or drug testing set forth in this Agreement.

Section 4 - Order to Submit to Testing

At the time an officer/corporal is ordered to submit to testing authorized by this Agreement, the Employer shall provide the employee with a written notice of the order, setting forth all of the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. The employee shall be permitted to consult with a representative of the Council at the time the order is given. No questioning of the employee shall be conducted, without first affording the employee the right to Council representation and/or legal counsel. No unreasonable delay shall occur while awaiting Council representations and/or legal counsel. 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/she may have.

Section 5 - Tests to be Conducted

In conducting the testing authorized by this Agreement, the Employer shall:

- A. use a breathalyzer as authorized and certified by the Illinois Department of Public Health;
- B. use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the Substance Abuse and Mental Health Services Administration (S.A.M.H.S.A.) or the U.S. Department of Health and Human Services (D.H.H.S.);
- C. ensure that the laboratory or facility selected conforms to all S.A.M.H.S.A. or D.H.H.S. standards;
- D. establish a chain of custody procedure for both sample collection and testing that will ensure the integrity of the identity of each sample and test result. No employee shall be permitted at any time to become a part of such chain of custody;
- E. collect a sufficient sample of the same bodily fluid or material from an officer/corporal to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee;
- F. 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;
- G. confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography mass spectrometry (gcms) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;

- H. provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing and at the employee's own expense within forty-eight (48) hours of the test results; provided the employee notifies the Employer within twenty-four (24) hours of receiving the results of the tests;
- I. require that the laboratory or hospital facility report to the Employer that a blood or urine sample is positive only if both the initial screening and confirmation tests are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Employer inconsistent with the understandings expressed herein (i.e., billings for testing that reveal the nature or number of tests administered), the Employer will not use such information in any manner or forum adverse to the employee's interests;
- J. require that with regard to alcohol testing, for the purpose of determining whether the officer/corporal is under the influence of alcohol, test results that show an alcohol concentration of above zero (0) based upon the grams of alcohol per 100 milliliters of blood be considered positive;
- K. within three (3) calendar days after receipt of the test result, the Employer shall provide each employee tested with a copy of all information and reports received by the Employer in connection with the testing and the results at the Employer's expense;
- L. 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 Council and/or the employee, with or without the Council, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. It is agreed by the parties 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 Council.

Section 7 - Voluntary Requests for Assistance

The Employer 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 Employer may require reassignment of the employee with pay if he/she is then unfit for duty in his/her current assignment. The Employer shall make available through its Employee 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 Employer, through whatever means, shall not be used in any manner adverse to the employee's interest, except reassignment as described above.

Section 8 - Discipline

An employee who, prior to detection voluntarily seeks assistance shall not be subject to discipline or other adverse employment action by the Employer. The foregoing is conditioned upon:

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

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.

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

Employees who are taking any over the counter or prescribed medication which has adverse side effect(s) that may interfere with the employee's ability to perform his/her normal duties may be temporarily reassigned to another more suitable law enforcement duty when available.

ARTICLE XIII - BENEFITS

Section 1 - General

All benefits provided for or available to employees shall be pursuant to those specifically adopted and published by the Employer in its manual of Regulations governing Civil Service Employees, unless otherwise expressly stated in this Agreement. These benefits will not be diminished during the life of the Agreement, except as indicated below. The benefits described in these Regulations shall be subject to applicable state and federal laws and shall be automatically terminated or modified to maintain congruence with such laws or any repeal or amendment thereof.

Section 2 - Definitions of Eligibility

Definitions of eligibility for the heretofore named benefits shall be as described in the manual of Regulations governing Civil Service Employees.

Section 3 - Leave of Absence

Leaves of absence with pay may be granted to the extent that there is not interference with Employer operations, to employees who are elected, delegated or appointed to attend conventions or educational conferences of the Council. Any request for such leave shall be submitted in writing at least thirty (30) days in advance of the requested leave by the Council to the employee's Department Head or designee and shall be answered in writing, no later than seven (7) calendar days following receipt of the request. This provision shall provide for not more than two (2) people at a time and shall not exceed thirty-two (32) cumulative hours per fiscal year.

Section 4 - Holidays

- A. All employees covered by this agreement shall observe the holidays as designated by the Employer except for the Telecommunicators and Police Officers/ Corporals assigned to patrol who shall observe July 4 as their Independence Day holiday; and December 24, 25, 31, and January 1 as their designated Christmas and New Year's Holidays.
- B. In the event a holiday occurs on an employees' scheduled day off, the employee may elect one (1) of the following options:
 1. Eight (8) hours additional pay or
 2. Eight (8) hours straight compensatory time
- C. In the event the Employer provides excused time with pay to University employees between December 23 and January 2, the employer agrees to provide the same excused time with pay to employees covered by the terms of this Agreement. Employees agree to use the excused time with pay between December 26 and March 31st.
- D. Any employee required to work on a holiday as specified in "A" above will receive time and one-half (1 1/2) for all hours worked on a holiday in addition to their straight time pay for the holiday.
- E. Non-probationary employees may exercise seniority on their regularly assigned shift for the purpose of determining who will work the holiday when staffing levels dictate one or more individuals will receive premium holiday pay for working the day.
- F. In the event that an employee wishing the Holiday off would place his/her shift in a below minimum staff status, the following procedure will be use to attempt to find a replacement. The overtime procedure will be used in the following exceptions:
 1. The replacement opportunity will initially be offered to employees in the same classification.
 2. A Police Telecommunicator may voluntarily serve as a replacement for a Police Officer or Police Corporal if there is not a Police Telecommunicator working the shift.

3. A Police Officer may voluntarily serve as a replacement for a Police Telecommunicator or a Police Corporal if there is already a supervisor working the shift.
4. A Police Corporal may voluntarily serve as a replacement for a Police Sergeant or Police Officer.
5. A Police Sergeant may voluntarily serve as a replacement for a Police Corporal.
6. The replacement employee shall not receive double time if the Holiday is on the employee's second day off.

Employees who do not sign up for the overtime will not be charged a refusal on the overtime chart. The employee who does accept the overtime will be charged on the overtime chart. In the event that no other employee wishes to replace said employee his/her request will be denied. If two (2) or more employees from the same classification and from the same shift request the Holiday off and only one (1) replacement can be found, the most senior employee shall be granted the time off. This subsection (E) shall not apply when filling overtime on a Holiday due to an employee calling in sick.

Section 5 - Bereavement Leave

- A. Leave with pay of up to five consecutive days per occurrence will be granted to an employee in the event of the death of a member of the employee's immediate family, household, in-law, or a relative. In the event of a loss of a spouse, domestic partner, parent, mother-in-law, father-in-law, or child, an employee is eligible for 10 days of bereavement leave.
- B. Immediate family or a relative is defined as the employee's: mother, father, sister, brother, spouse, children, grandchildren, grandparents, aunt, uncle, niece, nephew, or first cousin. Eligibility for bereavement leave for adopted, foster, legal wards, and stepfamily members only applies to mother, father, sister, brother, and children. In laws are defined as: mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law and son-in-law. Sister-in-law and brother-in-law are defined as: sibling's spouse or spouse's sibling.
- C. Bereavement leave may only be used during the term of an employee's appointment. Bereavement leave shall be taken in not less than one-half day increments and may not be accrued.
- D. Bereavement leave benefits are not granted in the event of a death of a member of the employee's spouse's or domestic partner's family unless specifically stated. For example, grandparent refers to the grandparent of the employee. For the purposes of application of bereavement leave, relationships due to marriage or domestic partnership will terminate upon divorce or termination of domestic partnership of the relative through whom the marriage or domestic partnership relationship exists. Current marital status will be defined in accord with Illinois State Law.
- E. The employee's supervisor may grant additional leave to an employee who cannot, because of special circumstances, return to work at the completion of the allowable bereavement leave days. An employee may choose to take such leave without pay or may use accrued vacation or sick leave time.

Section 6 - Terminal Diagnosis of a Family Member Leave

- A. In the case of an employee where a grandparent, parent, mother-in-law, father-in-law, spouse, domestic partner, or child or, with approval, a brother/ sister, has received a terminal diagnosis, the employee will be granted up to 10 days of paid leave for the care of the individual. Eligibility for terminal diagnosis of a family member leave for adopted, foster, legal wards, and stepfamily members only applies to mother, father, sister, brother, and children. The leave does not need to be continuous, but the employee must provide advance notice to the employee's immediate supervisor, when possible.
- B. Nothing herein shall be construed to prevent or limit the University from requiring appropriate verification, or from taking action on the results of such verification, of the legitimacy of the use of terminal diagnosis of a family member leave by the employee where the University has reason to doubt the legitimacy of such use.

Section 7 - Parental Leave

- A. An employee may take up to four (4) consecutive weeks of parental leave at full pay commencing with the birth or adoption of her/his child (these days will not be deducted from sick leave). In the case of adoption, parental leave begins with the date the parent takes possession of the child.
- B. An employee also has the right to additional time off as provided for in the Family Medical Leave Act of 1993 (FMLA). Parental leave taken will automatically be counted toward the 12 weeks allowed under the FMLA for eligible employees. Should an employee be eligible for FMLA leave for the birth or adoption of her/his child, vacation or sick leave may be substituted for unpaid FMLA leave. If both parents work for the University and FMLA is invoked, the combined total for both parents through the FMLA is 12 weeks. Employees are encouraged to review the entire FMLA for other benefits that may apply, to them.
- C. Each employee who is granted a Parental Leave shall agree to serve at the University for one year after the completion of the Parental Leave and shall execute note to the University for the amount of the Parental Leave. This note will be cancelled at the end of the required year of service or upon the permanent disability, severe illness that requires an employment leave, death of the employee, cessation of employment due to an administrative decision, or in the event of a permanent disability or severe illness of the child that necessitates the employee to discontinue or take leave of his/her employment. In the event that the employee serves a portion of a year, then she/he shall be charged a prorated amount of the note.
- D. Upon a positive recommendation from an employee's immediate supervisor and department chair, dean, or director, she/he may request to the appropriate vice president or President an appointment and salary at less than 100% employment (e.g., 50% employment will be compensated at 50% salary) for up to eight (8) months after, or consistent with, the birth or adoption of a child. The request for less than 100% employment should be made as early as possible and must be taken in eight (8) or less consecutive months. If employee is granted less than 100% employment after, or consistent with, the birth or adoption of a child, four

weeks of that employment shall be compensated at full salary (consistent with Article XIII.7.A. above).

ARTICLE XIV – HEALTH AND LIFE INSURANCE, PENSIONS AND DISABILITY

Section 1 - Health and Life Insurance

During the terms of this Agreement, health and life insurance benefits shall be provided to all eligible employees covered by this Agreement in accordance with Illinois State Employees Group Insurance Act of 1971 (5 ILCS 375/1 et. seq.). The parties agree to accept the terms and conditions of life and health benefits as provided by the Department of Central Management Services at a statewide level intended to apply to state universities.

Section 2 - Retirement, Death and Disability

During the term of this Agreement, retirement, death, and disability benefits shall be provided to all eligible employees covered by this Agreement in accordance with the Illinois Pension Code (40 ILCS 5/1–101 et. seq.).

Section 3 - Worker's Compensation

During the term of this Agreement, statutory benefits under workers' compensation shall be provided to all eligible employees covered by this Agreement in accordance with the Public Employee Disability Act (5 ILCS 345/0.01 et. seq.).

Section 4 - Optional Benefits

During the term of this Agreement, related optional benefits (e.g., U.S. Savings Bonds, supplemental health and life insurance, tax sheltered annuities) available to other eligible university employees, shall be available to eligible employees covered by this Agreement in accordance with applicable Employer policies and guidelines.

ARTICLE XV – LIMITATIONS OF AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, the Labor Council had the unlimited right and exercised full opportunity to make demands and proposals with respect to any subject or matter whether or not known at the time. Further, it is agreed that this Agreement expressly states and constitutes all negotiated terms and conditions of employment for employees covered under the Agreement. It is further understood and agreed that the Labor Council waives any further right during the term of this contract to make demands to bargain any other matter.

ARTICLE XVI - TERMINATION

Section 1 - Duration

This Agreement shall be effective July 1, 2020 and shall continue in effect until June 30, 2023. It shall be automatically renewed thereafter from year to year unless either party notifies the other in writing at least sixty (60) days prior to the expiration date that it desires to modify or terminate this Agreement.

The parties agree to extend this Agreement during the period of negotiations for a new Agreement or until notice of termination of the Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice, by registered or certified mail, must be given to the other party not less than ten (10) days prior to the desired termination date.

Section 2 - Savings Clause

Should any provision of this Agreement, or any application thereof, become unlawful by virtue of any federal or state law, or Executive Order of the President or the Governor of Illinois, or final adjudication of any court of competent jurisdiction, the provision or application of a provision of this Agreement shall be modified by the parties to comply with the law, order, or final adjudication, but in all other respects the provisions and applications of provisions of this Agreement shall continue in full force and effect of the life thereof.

Section 3 – 12 Hour MOU / Schedule

Both parties agreed to a Memorandum of Understanding (MOU) pertaining to an experimental alternative work schedule which shall be implemented on the first full pay period after July 1, 2020 and ending the last full pay period before June 30, 2021. According to the Agreement, either party may terminate the MOU with a minimum of sixty (60) days written notice to the other party prior to June 30, 2021. If either party does not submit a written notice of termination of the MOU, the experimental alternative work schedule shall become permanent.

If this Agreement is terminated by either party, the Union reserves the right to reopen negotiations for effective dates 7/1/2021 and 7/1/2022. If this Agreement becomes permanent, the Union reserves the right to reopen negotiations for *wages only* for effective dates 7/1/2021 and 7/1/2022.

ARTICLE XVII – ACCEPTANCE BY PARTIES

We hereby state that the foregoing instrument consisting of pages numbered one (1) to thirty-two (32) inclusive is mutually acceptable to us, and we covenant to maintain it and obey its provisions during the period of its effectiveness.

Dated this ____ day of _____, 2020

Western Illinois University

Illinois Fraternal Order
Of Police Labor Council

Dr. Martin Abraham
Interim President

Jerry Allen
Bargaining Unit Member

Amelia Hartnett
Director of Human Resources

Adam Becker
Bargaining Unit Member

Michelle Foster
Assistant Director of Human Resources

Brant Bonifas
Bargaining Unit Member

Matt Seaver
Bargaining Unit Member

Tracy Slater
Bargaining Unit Member

Jay Titus
Illinois FOP Labor Council

ADDENDUM A - WAGES

Bargaining unit employees shall receive hourly salary compensation in accordance with the following pay schedule:

<u>Effective</u>	<u>7/1/2020</u>	<u>7/1/2021</u>	<u>7/1/2022</u>
Police Officer			
1-12 months	\$26.30	TBD	TBD
13-36 months	\$28.94	TBD	TBD
37-72 months	\$30.37	TBD	TBD
73-120 months	\$31.28	TBD	TBD
121-180 months	\$32.23	TBD	TBD
181 + months	\$33.19	TBD	TBD
Police Corporal	\$36.51	TBD	TBD
Police Telecommunicator			
1-12 months	\$16.94	TBD	TBD
13-36 months	\$18.65	TBD	TBD
37-72 months	\$20.28	TBD	TBD
73-120 months	\$21.59	TBD	TBD
121-180 months	\$22.25	TBD	TBD
181 + months	\$22.81	TBD	TBD

- A. Effective July 1, 1997, employees who work a majority of their regularly scheduled hours for the day after 3:59 p.m. and prior to 8:00 a.m. shall be paid a shift differential of forty cents (\$. 40) per hour added to their base salary for all hours worked.
- B. When a Police Officer is assigned to perform the duties of a shift supervisor, he/she shall be paid at the Police Sergeant rate of pay which is in effect at the time of the assignment. When a Police Corporal is assigned to perform the duties of a shift supervisor, he/she shall be paid at the Police Corporal rate of pay which is in effect at the time of the assignment.
- C. Wages for effective dates 7/1/2021 and 7/1/2022 shall be negotiated in accordance to Article XVI, Section 3.

ADDENDUM B – OVERTIME PROCEDURE

I. Purpose

- A. To establish procedures for assigning overtime to telecommunicators, officers, and supervisors.
- B. To establish a reporting procedure and chart for recording overtime in conjunction with the Overtime Call-Up Procedure.
- C. To acquaint all telecommunicators, officers, and supervisors of this Department with these procedures, the recording chart, and require their use as directed.
- D. To hold all telecommunicators, officers, and supervisors responsible for the provisions of this order, and make these procedures mandatory.

II. Definitions

- A. Overtime Any time authorized to be worked in excess of eight (8) regular pay hours a day, or forty (40) regular pay hours per week. Departmental operational needs will determine when overtime will be offered.
- B. Overtime Chart
 1. Chart : The chart is the written record of overtime worked by employees. A computer program may be used in conjunction with the chart. The definitions for the codes used on the chart are listed below.
 2. Refused: An employee is advised that overtime is available and the employee declines to work same--total hours are added to employee's total on the chart.
 3. Charged: The overtime an employee accepts and the number of hours worked is added on the employee's existing total on the chart.
 4. Work: Employee assigned as a regular scheduled duty period. (Total remains the same).
 5. Vacation: Employees on vacation, comp. time, or release time are eligible to work overtime, only during hours outside their regular scheduled shift. Employees will not be charged for refusal of overtime offered while on vacation, nor will they be charged a refusal for hours offered on days off, if the days off are immediately preceded or followed by any amount of vacation, comp. time or release time. Any employee may be ordered in to work under a state of emergency.
 6. Refused Not Charged: If less than two hours notice is given, the employee may decline the overtime without being charged. (Total remains the same).
 7. Sick: An employee is not available to work said overtime because of illness and he/she has fulfilled the departmental requirements for qualifying for same. (Total remains the same).

8. Unable to Locate: An attempt to reach an employee with negative results. (Total remains the same).
 9. Military Obligation: Employee on military leave and unable to work overtime. (Total remains the same).
 10. Training: Employee is attending training and is unable to work overtime. (Total remains the same).
 11. Not Called: Overtime accepted before employee is called and no attempt made to contact employee. (Total remains the same).
 12. Eligible Employee: Those employees who have successfully completed all recruit/new employee training requirements of the Department, except those police officers on light duty or specialized assignment.
 13. Offer: The actual shift, month and day overtime that is available to be worked, as distinguished from the date the overtime was assigned.
 14. Light Duty: An officer placed in a status due to a documented medical condition which would alter the officer's status as a full law-enforcement officer.
 15. Specialized Assignment: Assignment to duties functionally different from patrol operations for an extended period of time.
 16. Not Eligible: The employee is not eligible to work the overtime (i.e., the overtime requires an officer capable of being upgraded). (Total remains the same).
 17. Not Available: The employee is not available to work the overtime due to other authorized absence (i.e., funeral leave, jury duty, etc.). (Total remains the same).
- C. Work Week The seven (7) day period consisting of two regularly scheduled off days falling between Monday through Sunday inclusive.

III. Scope

This order shall affect all telecommunicators, officers, and supervisors of the Department.

IV. Procedure

- A. The following procedure shall be utilized by the Department in filling overtime which is of four (4) hours or more. All other overtime less than four hours may be filled in any manner deemed necessary.
 1. Three (3) Overtime Charts will be prepared for the classifications of Sergeant, Corporal/ Police Officer and Telecommunicator. The Police Officer and Telecommunicator charts will list the eligible Police Officer's or

Telecommunicator's name, date of hire and phone number. The Sergeants and Corporals charts will list the name, date of promotion, and phone number. Officers eligible for upgrade to police sergeant will be denoted with a plus (+) sign adjacent to their name.

2. Each time it is necessary for an employee to be called in for overtime, the Overtime Chart shall be consulted, and contact will be made with the employee who has the lowest total of overtime hours. When two or more employees' overtime hours' totals are the same, the following procedure will be utilized. The employee who has the longest seniority date will be offered overtime before other employees, in order of seniority.
3. When overtime is available, the shift the overtime is to be worked will be indicated in the space titled "Shift Overtime Available" and the date the overtime is available will be entered in the space titled "Date Overtime Available".
4. Opposite the employee's name, under the column indicating the date and time overtime was available, the "Charge Code" will be entered in the upper right triangle, followed by the employee's new total of overtime in the "New Total" in the lower left triangle.
5. At the bottom of the Overtime Chart, the time the overtime was actually filled will be indicated in the "Time Overtime Assigned" space, the date the overtime was filled will be indicated in the "Date Overtime Assigned" space, and initialed in the space provided.
6. When overtime is offered, in the space provided on the chart, the following Charge Codes with the new total of hours will be entered.

R	-	Refused
C	-	Charged
W	-	Work
V	-	Vacation
RNC	-	Refused, not charged
S	-	Sick
UTL	-	Unable to locate
NC	-	Not called
MO	-	Military obligations
T	-	Training
NE	-	Not eligible
NA	-	Not available

7. It will be the responsibility of the Day Shift Supervisor to keep the Overtime Chart correctly posted (i.e. updated).
8. An employee who is sick or on vacation for the day in question shall not be ordered in unless an employee on vacation for the day in question is needed on campus during a state of emergency.
9. Compilation of the Overtime Chart will be "actual" hours worked or refused (and not inflated by one and one-half times).
10. The procedure for adding new eligible names to the list, who have just completed recruit/ new employee training, or who have qualified by examination for upgrade to Sergeant, will start the employee with the average (mean) of the classification's employee overtime totals.

11. If the overtime is for a regular bid shift position it will be offered to the same classification of employees which created the need for overtime.
 12. Overtime will be totaled and reflected on the chart to the nearest one tenth (1/10) hour.
 13. The procedure for returning eligible names to the list, who have been out of the workplace for thirty (30) consecutive calendar days or longer for any reason, will start the employee with the average (mean) of the classification's employee overtime totals.
- B. At the end of each pay period, all non-scheduled overtime hours shall be computed and added to each employee's monthly total.
- C. Holiday premium pay for working a regular assigned shift on a University paid holiday will not be considered overtime and not recorded on the chart. Holiday coverage which requires an employee to work other than his/her regular assigned shift will be considered overtime and this procedure will be used when assigning those hours.
- D. Overtime charts will "zero out" each year on July 1.
- E. Exception to this overtime procedure is when circumstances arise, under which, utilizing the Overtime Chart is unfavorable and ill- advised (e.g. unscheduled court attendance). In such cases, the Shift Supervisor has the responsibility of filling said position without delay and may schedule an employee in the building with the approval of the Staff Duty Officer. Additionally, the department head or designee may assign police sergeant (s) and/or higher ranking supervisory personnel to supervise special events or activities which, in the opinion of the department head or designee, requires experienced judgement and supervisory skills. When this transpires, said overtime is to be posted to the Overtime Chart when four (4) hours or more are filled.
- F. Day, Evening & Night Shifts
1. As long as there are two (2) uniformed police officers on duty with an employee to work telecommunications, overtime is not necessary.
 - a. One of the police officers must be a Police Sergeant, Police Corporal, an officer qualified by examination and scheduled to be upgraded to Police Sergeant, or supervisor of higher rank.
 - b. The employee in telecommunications must be a civil service dispatcher, or a police officer (including Police Corporals & Police Sergeants).
 2. The supervisor of the shift receiving notice that an employee scheduled for a shift will be absent will:
 - a. Consult the work schedule to see if with the reported absence the staffing level will fall below that listed above.
 - b. Once the staffing level is found to fall below the minimum staffing level, then the supervisor of the shift will follow the overtime procedures herein, with the following exceptions:
 - 1) If all the employees in the classification creating the need for overtime refused or cannot be contacted, go to the next classification that can function in the role of the employee creating the overtime need. Police Officers can function as Telecommunicators or Police Corporals, if the Corporal was not to be in charge of the shift. Police Corporals can function as Police Sergeants or as Police Officers, Police Sergeants can function as Police Corporals, if the Corporal was to be in charge of the shift.

- 2) If everyone contacted declines the overtime then the employee with the lowest total number of overtime hours, in the classification creating the need for the overtime, will be ordered in to work the overtime.

ADDENDUM C - DUES FORM

DUES AUTHORIZATION FORM

ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

974 CLOCK TOWER DRIVE

SPRINGFIELD, ILLINOIS 62704

I, _____, understand that under the U.S. Constitution, I have a right not to belong to a union. By my signature, I hereby waive this right and opt to join the IL FOP Labor Council.

I, _____, hereby authorize my Employer, _____, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. In addition, I authorize my employer to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment, in such manner as it so directs.

Date: _____

Signed: _____

Address: _____

City: _____

State: _____ Zip: _____

Telephone: _____

Personal E-mail: _____

Employment Start Date: _____

Title: _____

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
Attn: Accounting
974 Clock Tower Drive
Springfield, Illinois 62704
(217) 698-9433

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

ADDENDUM D – GRIEVANCE FORM



GRIEVANCE (use additional sheets where necessary)

Date Filed: _____
 Department: _____

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

Lodge/Unit No. / Year / Grievance No.

STEP ONE

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

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

Briefly state the facts: _____

Remedy Sought: _____

Given To: _____ Date: _____

 Grievant's Signature

 FOP Representative Signature

EMPLOYER'S RESPONSE

 Employer Representative Signature

 Position

 Person to Whom Response Given

 Date

STEP TWO

Reasons for Advancing Grievance: _____

Given To: _____ Date: _____

 Grievant's Signature

 FOP Representative Signature

EMPLOYER'S RESPONSE

 Employer Representative Signature

 Position

 Person to Whom Response Given

 Date

Lodge/Unit No. / Year / Grievance No.

STEP THREE

Reasons for Advancing Grievance: _____

Given To: _____ Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP FOUR

Given To: _____ Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given

Date

FOP Labor Council Representative

