

# **AGREEMENT**

**Between**



**THE UNIVERSITY OF CHICAGO**

**and**

**ILLINOIS COUNCIL OF POLICE**

**July 1, 2018 – June 30, 2023**

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## **CONTRACTING PARTIES**

This Agreement made and entered into as of June 13, 2018, by and between the University of Chicago (the “University” or the “Employer”) and the Illinois Council of Police (the “Union”).

### **ARTICLE 1. PREAMBLE & STATEMENT OF PRINCIPLES**

#### **SECTION 1.1 PREAMBLE**

- A. The University recognizes the Union’s legal responsibility to act as the collective bargaining agent for the Dispatchers covered by this Agreement (referred to interchangeably as “Dispatchers or “Employees”) and its legal duty to provide fair representation to those Dispatchers.
- B. The Union recognizes the University’s responsibilities to manage the Department of Safety and Security and the University, as a whole, in an efficient, responsible manner.

#### **SECTION 1.2 STATEMENT OF PRINCIPLES**

- A. The University and the Union realize that in order to provide maximum opportunities for continuing employment, job security, good, safe, healthy working conditions and good wages and benefits, the University must provide the highest quality services to the University community and its environs in a timely fashion, and otherwise be able to operate the University economically and competitively to meet the primary missions of the University, which include providing an excellent education to its students, creating new knowledge, being a dedicated member and leader in the local as well as world communities.
  - 1. The University and the Union agree to work toward the attainment of these goals and towards the goal of mutual respect and trust for each other. The Union and the University agree to cooperate and support all efforts to assure that Dispatchers provide effort for a full day of work for a fair day’s pay, and that they will actively work to avoid absenteeism and any other practices which hurt or interfere with the operation and mission of the University.
  - 2. Furthermore, the University and the Union desire to develop the Dispatchers into a skilled, versatile and effective workforce through training and education.
- B. The Union and the University are dedicated to improving police and other emergency services, providing for a safe environment, preserving equipment, preventing accidents and strengthening goodwill between the University and its Dispatchers, as well as the University’s students, faculty, administrators, other employees, affiliates, vendors, visitors and members of the community. The Union and the University further recognize that the University has certain obligations and responsibilities to its students, its faculty, its administrators, its other employees, its vendors, its visitors and the community and therefore the University and the Union agree that they will fully cooperate in the performance and discharge of these obligations and responsibilities.

## **ARTICLE 2. RECOGNITION**

### **SECTION 2.1 GENERAL.**

- A. Pursuant to the certifications issued by the National Labor Relations Board in Case No. 13-RC-124943, the University recognizes the Union as the exclusive agent for purposes of collective bargaining with respect to wages, hours and conditions of employment for the following employees:

All full-time and regular part-time Emergency Communication Center Dispatchers employed by the University of Chicago out of the University of Chicago's Emergency Communications Center currently located at 6054 S. Drexel Avenue, Chicago, Illinois.

- B. Excluded from the above-described unit are Emergency Communication Center Dispatch Supervisors as "supervisory" employees within the meaning of the National Labor Relations Act, and all other University employees, including supervisors, managers and confidential employees, as those terms are defined in the National Labor Relations Act or by the National Labor Relations Board.
- C. Nothing in this Agreement, including the recognition of the Union as bargaining agent, is intended as a guarantee, implicit or implied, that any work currently or subsequently performed at the University will continue to be performed at the University, nor as a guarantee or obligation of employment or that the University will continue its operations or any portion of its operations.
- D. The Union agrees to fulfill its duty to fairly represent all employees in the bargaining unit. The Union further agrees to indemnify, defend and hold harmless the University and its officials, representatives and agents from any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs resulting from any failure on the part of the Union to fulfill its duty of fair representation.

### **SECTION 2.2 PART-TIME STATUS.**

The parties acknowledge that the University does not currently employ "regular part-time Dispatchers." If the University ever decides to hire "regular part-time Dispatchers" during the term of this Agreement, the Union may request that the University discuss the scope and amount of work hours that will qualify the "regular part-time Dispatcher" for membership in the bargaining unit represented by the Illinois Council of Police.

## **ARTICLE 3. UNION SECURITY**

### **SECTION 3.1 GENERAL.**

- A. All Dispatchers covered by the terms of this Agreement will as a condition of employment, either become and remain members in good standing of the Union, or pay a fair share fee to the Union. Such membership / fair share fee is due
1. on or after the ninety-first (91<sup>st</sup>) calendar day following the full-time Dispatcher's initial date of employment as an Dispatcher, or,
  2. on or after the ninety-first (91<sup>st</sup>) day following the beginning of a part-time Dispatcher's period in which s/he accrues the requisite number of hours to become part of the bargaining unit.
- B. For the purposes of this Article, the obligation of any Police Dispatcher to become or remain a member of the Union "in good standing" will be met upon the payment, or tender of payment, of the initiation fee and dues uniformly required by the Union as a condition for membership.

It is understood and agreed that Union membership obligations and/or activities will in no way interfere with the effective performance of the Dispatcher's duties as a member of the University's Department of Safety and Security.

**SECTION 3.2 CHECK-OFF AND FAIR SHARE.**

- A. **Check-off.** Once the University receives written authorization from any Dispatcher covered by this Agreement, the University will deduct from her/his pay Union dues, in amounts designated by the Union in writing. Deductions will be made from the pay of Dispatchers for the first pay period in the calendar month unless the amount of pay is insufficient, in which event deductions will be made from later paychecks. Unless expressly authorized by the Union in writing, the deductions will be made payable and forwarded to: Illinois Council of Police – 770 N. Church Rd., Suite H, Elmhurst, Illinois 60126. The Union will not modify the dues amount more than once every calendar year.
- B. **Fair Share.** During the term of this Agreement, Dispatchers covered by the terms of this Agreement who are not Union members will, commencing ninety (90) days after the start of employment or ninety (90) days after the effective date of this Agreement, whichever is later, pay a fair share fee to the Union for collective bargaining and labor agreement administration services provided by the Union. The University will deduct fair share fees from the earnings of non-members and send the deducted amounts to the Union. The Union will provide the University with a list of members covered by this Agreement who are not members of the Union. The fair share fee will not include contributions related to the election or support of any candidate for political office or for any members-only benefit. The Union agrees to assume full responsibility to ensure full compliance with the legal rights of fair share payers. The Union will not modify the fair share amount more than once every calendar year.

**SECTION 3.3 INDEMNIFICATION.**

The Union will indemnify and hold the University harmless against any and all claims, demands or other forms of liability, including the cost of defense, which may arise out of, or by reason of, any action taken or not taken by the University for the purpose of complying with any of the provisions of this Article.

## **ARTICLE 4. MANAGEMENT'S RIGHTS**

### **SECTION 4.1 LIST OF MANAGEMENT RIGHTS.**

The operation, control and management of the Employer's facilities and operations, and all business of the University and activities of the University which are covered or affected by this Agreement, and the supervision and direction of the working forces at the University's facilities, operations and business are and will continue to be solely and exclusively the functions and prerogatives of the management of the Employer. All of the rights, functions and prerogatives of management which the University had before entering into this Agreement with the Union are reserved and retained exclusively to the Employer. In no event will any right, function or prerogative ever be deemed or construed to have been modified, diminished or impaired by any past practice or course of conduct, or otherwise, other than by an explicit provision of this Agreement. Specifically, but without limiting or affecting the generality of the above statements, it is distinctly understood and agreed that this Agreement does not affect and will not be deemed or construed to impair or limit in any way the Employer's right in its sole discretion and judgment, to determine the nature and extent of the business to be carried on by the University; determine vendors, students and others with whom it will deal, and the prices at which the terms on which its materials, equipment and supplies will be purchased, leased or otherwise acquired and its services will be sold; determine the size and composition of the working force covered by this Agreement, and assignment of work, and policies affecting the selection of employees; establish and enforce quality, reasonable service standards for its employees, services of the University; establish new departments; introduce new or improved equipment, facilities and service methods; establish and change work performance standards; change, combine, establish or discontinue jobs or operations, and determine when and if vacancies in the working force will be filled; determine the places, means and methods by which services will be provided; to layoff and/or relieve employees from work; to reduce Employees' work hours; to determine whether work is to be performed by Employees in the bargaining unit or outside the bargaining unit; to schedule and determine the hours of operations and employee work schedules (including overtime work); to hire, promote, demote, and transfer Dispatchers; to suspend, issue corrective action (discipline) to and terminate non-probationary Employees for cause (probationary Employees without cause); and discontinue temporarily or permanently, in whole or in part, any operations of the University covered or affected by this Agreement. The Employer will also have the right from time to time to make and enforce any reasonable rules applicable to Dispatchers covered by this Agreement, as it may from time to time deem necessary or advisable. Additionally, the Employer may from time to time set, change and enforce reasonable appearance, uniform and dress standards.

The parties recognize that any management responsibility, prerogative or rights not specifically and clearly limited by the terms of this Agreement are reserved to the management of the University.



## **ARTICLE 5. NO STRIKE – NO LOCKOUT**

### **SECTION 5.1 NO STRIKE.**

During the term of this Agreement or any extension of this Agreement, the grievance procedures of this Agreement, and the administrative and judicial remedies and procedures provided by statute for remedying unfair labor practices, will be the sole and exclusive means of settling any dispute between the Dispatchers and/or the Union and the University, relating to the application of this Agreement. Accordingly, during the term of this Agreement or any extension of it, neither the Union nor any Dispatchers will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sitdown, concerted stoppage of work, concerted refusal to perform overtime, mass absenteeism, observance of picket lines, or any other intentional interruption of, curtailment of, restriction of, or interference with the University's functions or operations, regardless of the reason.

### **SECTION 5.2 UNION RESPONSE.**

Should any activity proscribed by Section 5.1 occur, the Union will immediately:

- A. publicly disavow the action by the Dispatchers or other persons involved;
- B. advise the University in writing that the action has not been caused or sanctioned by the Union;
- C. post notices on Union bulletin boards and on its website stating that it disapproves of the action and instructing all Dispatchers to cease the action and return to work immediately, and
- D. take such other steps as are reasonably appropriate to ensure compliance with the provisions of this Section. The University will have the right to terminate or otherwise issue corrective action to any or all Dispatchers who violate any of the provisions of this Section, and in the event a grievance is filed, the sole question to be resolved in the grievance procedure and arbitration will be whether the Dispatcher(s) participated in the action prohibited by this Section. If it is determined that a Dispatcher did participate, the corrective action/termination may not be disturbed.

### **SECTION 5.3 NO LOCKOUT.**

The University agrees that it will not lock out its Dispatchers during the term of this Agreement or any extension of it.

## **ARTICLE 6. CORRECTIVE ACTION**

### **SECTION 6.1 PROGRESSIVE CORRECTIVE ACTION.**

While the University believes in the principle of progressive and corrective action (discipline), circumstances may arise where a specific incident may justify immediate and/or severe corrective action, up to and including termination. Non-probationary employees will receive corrective action only for just cause. Probationary employees and regular part-time Dispatchers may receive corrective action without just cause.

### **SECTION 6.2 UNION REPRESENTATION.**

A Dispatcher will be entitled to request the presence of a Union Steward or non-employee Union representative at any investigatory interview, which the employee reasonably believes may lead to corrective action. The University will permit the Dispatcher reasonable time to secure the presence of a Steward or non-employee Union representative, provided that doing so does not unreasonably delay such investigatory interview.

## **ARTICLE 7. UNION REPRESENTATION**

### **SECTION 7.1 STEWARDS COMMITTEE.**

- A. The University recognizes and will deal with Chapter Representatives for the Union as set forth in this Article. The University will recognize up to two (2) Chapter Representatives from the Dispatchers covered by this Agreement. All Chapter Representatives must have at least one year of full time Dispatcher status with the University.
- B. The Union will advise the University in writing of the names of its designated Chapter Representatives by January 30 of each year. In the event Chapter Representatives change during the calendar year, the Union will notify the University of such changes within thirty (30) calendar days. Such Notification will be made to the University of Chicago Employee and Labor Relations Director. No Dispatcher will be recognized as a Chapter Representative unless and until the University is advised.

### **SECTION 7.2 UNION ACTIVITY.**

Chapter Representatives will perform their duties for the Union during non-work time (for example, before work, after work and during breaks) and will not be paid by the University for performing these duties. If a situation requires that a Chapter Representative perform Union-related duties during the workday, the Chapter Representative will first obtain the Supervisor's permission, and then clock out before performing these duties. Notwithstanding the foregoing, if a Chapter Representative attends a grievance or corrective action (disciplinary) meeting called by management during the Chapter Representative's regularly scheduled working hours, the University will not require the Chapter Representative to clock out during the course of the grievance or corrective action (disciplinary) meeting.

## **ARTICLE 8. SENIORITY**

### **SECTION 8.1 DEFINITION.**

- A. For the purposes of this Article, and provisions in the Agreement that specifically use the term seniority, "seniority" is defined as a Dispatcher's total length of active service in a bargaining unit position as defined in §2.1., dating from the date of hire as a Dispatcher, except as provided in §8.1.B., below. In the event two Dispatchers are hired on the same date, the Dispatcher with the earlier birth date will have the higher seniority.
- B. Time in inactive status (Layoff, Leave of Absence, Short Term Disability, or Long Term Disability) for thirty (30) or more days, is subtracted from the calculation of a Dispatcher's seniority, with the exception of any approved leave of absence time due to childbirth or pregnancy. Time in inactive, Workers Compensation status for ninety (90) or more days is subtracted from the calculation of a Dispatcher's seniority.
- C. In the event a Dispatcher is placed in a non-bargaining unit position within the Department of Safety and Security, her/his seniority in the unit will be suspended starting with the first day of work in the non-bargaining unit position. If the individual returns to the bargaining unit, her/his prior seniority will be reinstated and all new active service as a bargaining unit Dispatcher will be added to it. Vacation entitlement is based on University service in accordance with University policy, not on bargaining unit seniority.

## **SECTION 8.2 PROBATIONARY PERIOD.**

All new full-time Dispatchers and those hired after loss of seniority (as provided in § 8.3 below) will be considered probationary employees until they complete a probationary period of at least six (6) months of actual work for the University. The University may, at its sole discretion, extend any full-time Dispatcher's probationary period for up to an additional six (6) months of work. During a full-time Dispatcher's probationary period, the employee may receive corrective action or be terminated at the sole discretion of the University, with or without cause. No grievance will be presented or entertained in connection with the corrective action or termination of a probationary Dispatcher. Regular part-time Dispatchers may receive corrective action or be terminated with or without cause at any time during their employment.

## **SECTION 8.3 TERMINATION OF SENIORITY.**

A Dispatcher's seniority and her/his employment relationship with the University terminate on the occurrence of any of the following events:

- A. resignation;
- B. retirement;
- C. termination;
- D. absence for two (2) consecutive work days without notification to the University of the reason for the absence, or violation of department call-in procedures during such period;
- E. failure to return to work from a temporary layoff within five (5) days after receiving notice of recall and failure to notify the University within three (3) days after receiving notice of recall of her/his intention to return to work;
- F. failure to report for work at the conclusion of a leave of absence, including FMLA leave or vacation;
- G. indefinite lay-off; or
- H. being employed while on an authorized medical leave of absence (FMLA, Worker's Compensation, Short-Term Disability or Long-Term Disability, or Medical Leave of Absence).

## **ARTICLE 9. LAYOFF**

### **SECTION 9.1 LAYOFF PROCEDURE.**

- A. If the University in its discretion determines that a layoff of one or more Dispatchers is necessary, then the University will consider Dispatchers' ability, skill, corrective action record, performance record, training record, and qualifications to satisfactorily perform the work when deciding which Dispatcher or Dispatchers to lay off.
- B. Where two or more Dispatchers have equal ability, skill, corrective action record, performance record and equal qualifications to satisfactorily perform a particular job, the Dispatcher with the least seniority will be laid off.
- C. Dispatchers in layoff status will be placed on a Recall List for one (1) year from the date of layoff. When vacant positions are available for filling, laid-off Dispatchers will be recalled to active status in order of seniority, with the most senior Dispatcher recalled first. In the event a laid off Dispatcher(s) refuses the University's recall to work, the Dispatcher(s) will be dropped from the Recall List, and the position may be otherwise filled at the University's discretion.

D. During the term of this Agreement, if the University exercises its discretion to lay off a full-time Dispatcher, then the employee will be afforded the same standard benefits that are then offered to laid off employees outside the bargaining unit.

## **ARTICLE 10. HOURS OF WORK**

### **SECTION 10.1 PURPOSE.**

This Article is intended only to provide a basis for calculating overtime payments. Nothing in this Article or Agreement will be construed as a guarantee of hours of work per day, per week or per work cycle.

### **SECTION 10.2 NORMAL WORK DAY AND SCHEDULE.**

Full-time Dispatchers will normally work a twelve (12) hour shift on seven (7) separate days within a two (2) week cycle, for a total of eighty-four (84) hours in that two (2) week period (or, alternatively, an eight-hour “power shift” for a total of eighty (80) hours in a two-week period). The starting and ending times for shifts, the length of a shift, and work cycles may be changed at the discretion of the University after providing a seven (7) calendar day advance notice to the Union. This advance notice period does not apply in emergency situations. The work cycles, work days and work schedules of regular part time Dispatchers are set at the discretion of the University, which may be changed from time to time without advance notice.

### **SECTION 10.3 OVERTIME.**

Overtime is defined as any hours worked in excess of forty (40) hours in a calendar week. Hours paid but not worked (e.g., sick time, vacation time, etc.) are not counted as “hours worked” for overtime calculation purposes. The University has the right to require employees to work overtime assignments beyond their normally scheduled work hours, and employees may not refuse to work such overtime assignments. Nothing in this Section or Agreement will be construed as requiring the University to fill any vacancy that may occur from time to time, or to create an overtime assignment.

### **SECTION 10.4 NO PYRAMIDING.**

Compensation will not be paid more than once for the same hours under any provision of this Article or Agreement.

## **ARTICLE 11. GRIEVANCE PROCEDURE**

### **SECTION 11.1 GRIEVANCE DEFINED.**

A grievance is defined as a written claim by a Dispatcher, a group of Dispatchers, or by the Union against the University alleging a misapplication of a specific provision / specific provisions of this Agreement during the term of the Agreement. An aggrieved Dispatcher / the Union representative may choose to attempt to resolve an issue or disagreement through discussion with the Supervisor. However, such discussions will not extend the deadline for filing a written grievance. Any resolution or settlement reached prior to filing a written grievance will be non-precedent-setting. If no resolution occurs in the informal discussion described above, and the Dispatcher wants to file a grievance, s/he will follow the procedures below.

### **SECTION 11.2 GRIEVANCE REQUIREMENTS.**

Grievances will be processed in accordance with the procedure specified here.

- A. **Grievance Submissions, Discussions and Time Limits.**
1. All grievances will be filed in writing on a form mutually agreed to by the parties. All grievances will contain a clear statement of the issue, the specific provision(s) of the Agreement violated, the names of the Dispatcher(s) affected, the date of the alleged action, and the specific relief sought. A grievance not filed in accordance with the requirements listed above will be considered waived, and ineligible for further processing.
  2. All grievances must be submitted to the individual / University representative designated in each step of the procedure.
- B. **Grievance Discussions.** Discussions at all steps of this process will take place at a place and time mutually agreed to by the Union and the University.
- C. **Time Limits.**
1. A grievance must be filed and appealed within the time limits set forth below, unless extended by written agreement of the parties prior to the date on which a deadline occurs, or the grievance will be considered waived. In the event that the University does not answer a grievance within the time limits specified in the grievance procedure, the grievance will be considered denied by the University, and the Union and/or Dispatcher (as applicable) may appeal the denial within the time limits outlined below.
  2. The term “day” as used in this Article means calendar days.

### **SECTION 11.3 GRIEVANCE PROCEDURE.**

Grievances will be handled in the following manner:

- A. **Step 1.**
1. A grievance must be filed within seven (7) days after the occurrence of the event giving rise to the grievance. Such grievance will be filed with the University’s Police Department Chief or her/his designee. If not filed within seven (7) days, the grievance will be waived.
  2. Within ten (10) days after the filing of the grievance, the Chief or designee, the Union representative and the aggrieved Dispatcher will meet to attempt to resolve the matter.
  3. The Chief or designee will provide a written answer to the Union within ten (10) days of the Step 1 meeting.
- B. **Step 2.**
1. If the grievance is not settled during Step 1, the Union may appeal the grievance to the University’s Employee & Labor Relations Director or designee within ten (10) days after the Step 1 answer was provided.
  2. The Union will set forth in writing the factual or other reason(s) for the appeal.
  3. Within ten (10) days after receiving the Step 2 appeal, the University’s Employee and Labor Relations Director or designee will meet with the Union’s Staff Representative and the aggrieved Dispatcher to discuss and attempt to resolve the grievance.
  4. The University’s Employee & Labor Relations Director or designee will provide a written response within ten (10) days of the Step 2 meeting.

- C. **Step 3: Arbitration.** If the grievance is not resolved at Step 2, the Union may appeal the grievance to arbitration by giving the Director of Employee Labor Relations written notice within ten (10) days of the Step 2 response. This notice will contain the factual or other reason(s) for the appeal to arbitration. If the grievance is not submitted to arbitration within ten (10), the grievance will be waived.
1. After the Union appeals the grievance to arbitration, the Union and the University will attempt to select an arbitrator. If the parties are unable to agree on an arbitrator within ten (10) days after the Union has given written notice as described above, the parties will request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) arbitrators, who are members of the National Academy of Arbitrators and who are from the Chicago metropolitan area. The parties will begin the selection procedure within ten (10) days after the receipt of the panel from FMCS. The Union will strike the first name from the list and the parties will take turns striking names after that. The person whose name remains will be the arbitrator. Either party, before striking any names, will have the right to reject one (1) panel of arbitrators. The arbitrator will be notified of her/his selection by a joint letter from the University and the Union requesting that s/he set a time and place for the hearing, subject to availability of the University and Union representatives.
  2. Not more than one (1) grievance may be submitted to or be under review by any one arbitrator at any one time unless the parties agree otherwise.
  3. The arbitrator's decision will be final and binding on the University, the Union and the aggrieved Dispatcher(s). The arbitrator may consider and decide only the particular grievance presented at Step 1 of the grievance procedure and her/his decision will be based only on an application or interpretation of the provisions of this Agreement. The arbitrator will have no authority to alter, modify, amend, add to or subtract from the provisions of this Agreement.
  4. The fee and expenses of the arbitrator and court reporter will be divided equally between the parties. The parties will bear their own expenses in preparing for and presenting their cases to the arbitrator. The parties may agree to have the arbitration hearing recorded by a court reporter, with each party paying half of the court reporter's fees. If the parties engage a court reporter, they will each pay half of the cost of the original transcript for the arbitrator. Each party may then choose to order a copy at its own expense.
  5. In no event will an arbitrator's award be retroactive beyond thirty (30) calendar days prior to the date the grievance was first presented in writing.

#### **SECTION 11.4 GRIEVANCES CONCERNING CORRECTIVE ACTION.**

- A. Any corrective action against a full-time Dispatcher will be subject to the grievance procedure, including arbitration. Dispatchers suspended or terminated must file a grievance within three (3) days after the notice of suspension or termination, or the grievance will be deemed abandoned. The grievance will be initiated at Step 2 of the grievance procedure.
- B. If back pay is ordered, interim earnings will be set off against the total amount of back pay due. Interim earnings will include unemployment compensation benefits and any other monies received during the period covered by the claim. Earnings that a Dispatcher would have received had she/he not been terminated will be set off against any back pay ordered. In the case of a termination, the Dispatcher has the duty to take all reasonable steps to mitigate the amount of her/his back pay.

## **SECTION 11.5 UNION RESPONSIBILITY.**

The Union may process, adjust or settle any grievance at any step of the grievance procedure.

## **ARTICLE 12. WAGES**

### **SECTION 12.1 GENERAL WAGES.**

Full-time dispatchers will be paid in accordance with the hourly rates of pay listed in Appendix A.

### **SECTION 12.2 SHIFT DIFFERENTIAL.**

Dispatchers whose regular duty shift begins between 2:00 p.m. and 4:00 a.m. will receive a shift differential of fifty cents (\$.50) for each hour worked during that specified time frame.

## **ARTICLE 13. HOLIDAYS**

### **SECTION 13.1 AUTHORIZED UNIVERSITY HOLIDAYS.**

Subject to the eligibility criteria in Section 13.3 of this Agreement, full-time Dispatchers will be entitled to the same University Authorized Holidays as non-bargaining unit personnel, which the University may change from time to time.

### **SECTION 13.2 HOLIDAY PAY.**

When a full-time Dispatcher's shift begins on a University Authorized Holiday, the full-time Dispatcher will receive pay at a time-and-one-half rate for each hour worked during that shift, in addition to straight time in an amount equal to the numbers of hours the full-time Dispatcher is scheduled to work on the Authorized Holiday. For example, if a full-time Dispatcher is scheduled to work a 12-hour shift that begins on an Authorized Holiday, the full-time Dispatcher will receive time-and-one-half pay for each hour worked, plus 12 hours of pay at a straight time rate. Alternatively, if a full-time Dispatcher is scheduled to work an 8-hour shift beginning on an Authorized Holiday, the full-time Dispatcher will receive time-and-one-half pay for each hour worked, plus 8 hours of pay at a straight time rate. Full-time Dispatchers will receive eight (8) hours of straight time pay for University Authorized Holidays that fall on the full-time Dispatcher's scheduled day off, and which are not worked by the full-time Dispatcher.

### **SECTION 13.3 ELIGIBILITY REQUIREMENTS.**

In order to be eligible for the holiday pay described in Section 13.2 of this Agreement, a full-time Dispatcher must: (a) be in active status (e.g., not be on short-term disability status, long-term disability status or unpaid medical leave); and (b) have been in a pay status the last scheduled working day before, and the first scheduled working day after, the holiday.

### **SECTION 13.4 HOLIDAYS DURING VACATION.**

If a holiday falls during a full-time Dispatcher's vacation, s/he will receive holiday pay, provided s/he works her/his complete scheduled work days immediately before and after her/his vacation.

## ARTICLE 14. PERSONAL HOLIDAYS

### SECTION 14.1 NUMBER OF PERSONAL HOLIDAYS.

Full-time Dispatchers are entitled to personal holidays in the same number and at the same accrual rates as non-bargaining unit personnel, which the University may change from time to time. At the time of this Agreement's execution, full-time Dispatchers accrue two (2) personal holidays on January 1 of each calendar year, with one (1) additional personal holiday accruing on April 1, July 1 and September 1. Full-time Dispatchers who are in an inactive status on those dates will not accrue personal holidays.

### SECTION 14.2 USAGE OF PERSONAL HOLIDAYS.

Personal holidays are subject to the same scheduling terms and procedures as apply to vacation leave. Personal holidays cannot be scheduled or used before they are earned. Personal holidays cannot be carried over from one calendar year to the next. Full-time Dispatchers who have accrued personal holidays during their probationary periods will not be eligible to use the days unless and until they have completed the probationary period.

### SECTION 14.3 PERSONAL HOLIDAYS UPON TERMINATION.

Upon separation from employment, full-time Dispatchers will be paid for earned but unused personal holidays.

## ARTICLE 15. VACATION

### SECTION 15.1 VACATION ACCRUALS.

Full-time Dispatchers who actively work at least fifty percent (50%) of their scheduled hours in a month are entitled to vacation hours in the same amounts and at the same accrual rates as non-bargaining unit personnel, which the University may change from time to time. At the time of this Agreement's execution, full-time Dispatchers accrue vacation hours in the following amounts:

<u>Years of Service</u>	<u>Amount</u>
0 through the end of the 8th year	10 hours per month
9th through the end of 20th year	13 hours and 20 minutes per month
21st year and above	16 hours and 40 minutes per month

### SECTION 15.2 USAGE OF VACATION.

Full-time Dispatchers may carry over earned but unused vacation from one calendar year to the next, subject to a maximum carryover amount of one and one-half times (1.5x) his/her annual accrual. A full-time Dispatcher's use of vacation is subject to advance approval by the University. Vacation cannot be scheduled or used before it is accrued. It is expressly understood that the final right to designate and cancel vacation periods and the maximum number of employees who may be on vacation at any time is exclusively reserved by the University in order to ensure the orderly performance of the public safety services provided by the University.

### SECTION 15.3 VACATION PAY UPON TERMINATION.

Upon separation from employment, full-time Dispatchers will be paid for earned but unused vacation hours in keeping with University policy.



## **ARTICLE 16. BEREAVEMENT LEAVE**

### **SECTION 16.1 BEREAVEMENT.**

Full-time Dispatchers are entitled to bereavement leave in the same amounts and subject to the same policies as apply to non-bargaining unit personnel, which the University may change from time to time. The University reserves the right to request verification of relationship, death, attendance at funeral service and distance traveled to the funeral service before paying benefits under this Article.

## **ARTICLE 17. LEAVES OF ABSENCE**

### **SECTION 17.1 LEAVE OF ABSENCE WITHOUT PAY.**

The University in its sole discretion may allow an employee to receive a leave of absence without pay under such terms and conditions as established by the University, in accordance with the University's general policy on personal leaves of absence. Full-time Dispatchers on an approved leave of absence without pay will not earn or accrue leave time and benefits, nor will such unpaid leave be considered for seniority accumulation purposes.

### **SECTION 17.2 MILITARY LEAVE OF ABSENCE.**

Military leave will be granted in accordance with applicable law.

### **SECTION 17.3 FAMILY MEDICAL LEAVE ACT.**

The University will provide Family Medical Leave in accordance with the Family & Medical Leave Act ("FMLA"). The University may adopt, alter and enforce lawful policies to implement the FMLA.

## **ARTICLE 18. SICK LEAVE WITH PAY**

### **SECTION 18.1 SICK LEAVE ACCUMULATION AND USE.**

Sick leave may be used in accordance with the procedures set forth in the University Sick Leave Policy for absences due to the employee's own illness or injury, or for receiving medical care, treatment, diagnosis, or preventive medical care and for absences due to a family member's illness or injury or to care for a family member receiving medical care, treatment, diagnosis, or preventive medical care. Family member is defined in the University Sick Leave Policy. Full-time Dispatchers will accrue paid sick leave in the same amounts and pursuant to the same procedures as apply to non-bargaining unit personnel, which the University may change from time to time. At the time of this Agreement's execution, full-time Dispatchers earn eighty-four (84) sick leave hours per calendar year, divided into twelve equal installments that are distributed after each completed month of service. No paid sick leave will accrue for full-time Dispatchers who have failed to work at least fifty percent (50%) of their scheduled hours during a month, except where the absence is due to the full-time Dispatcher's paid vacation, personal holidays, bereavement leave, jury duty or paid sick leave.

### **SECTION 18.2 SICK LEAVE VERIFICATION.**

Notification of absence due to illness or injury will be given to the University as soon as possible on the first day of such absence and every day thereafter, but no later than two (2) hours before the start of the employee's work shift, unless it is shown that such notification is impossible. Failure to timely report an illness or injury may be considered an absence without pay and may subject the employee to corrective action.

The University may use any measure to verify proper use of sick leave. These measures may include but are not limited to:

- Requiring a medical certification form from a licensed health care provider verifying illness and providing prognosis and estimated return to work date;
- Requiring a medical examination at the University's expense; or
- Requiring a written summary of the details of the absence.

An employee who is absent for more than three (3) consecutive work days may be required to provide certification that the use of sick leave was permissible pursuant to Section 18.1. Failure to provide such certification if requested may result in corrective action, and the employee will not be allowed to return to work. Such Time off will be considered an unpaid leave of absence.

### **SECTION 18.3 ABUSE OF SICK LEAVE.**

Abuse of sick leave is a serious matter and constitutes just cause for corrective action. Any employees who abuse and/or violate any of the sick leave provisions described in this Article will be subject to corrective action, up to and including termination of employment.

## **ARTICLE 19. RETIREMENT PLAN**

Full-time employees are eligible for the same retirement plan that is offered to University non-bargaining unit personnel. The University can change the retirement plan at any time as long as any such changes apply equally to non-bargaining unit personnel and the Union expressly waives any right it may have to negotiate concerning such changes. The retirement plan document(s) will control all retirement plan benefits, procedures and administration. Any questions or disputes concerning the retirement plan, or benefits offered under the plan, must be resolved in accordance with the dispute resolution procedures contained in the plan document(s). Such questions or disputes will not be subject to this Agreement's grievance-arbitration procedure.

## **ARTICLE 20. GROUP HEALTH INSURANCE**

Full-time employees are eligible for the same group health insurance that is offered to University non-bargaining personnel. All insurance benefits, procedures and administration (including an employee's share of premiums) will be governed by the insurance plan document(s). The University has the right to periodically amend, change or discontinue its plans (including plan documents) and/or add new plans and plan documents as long as the amendments, changes, discontinuation and/or additions are equally applied to non-bargaining unit personnel and the Union expressly waives any right it may have to negotiate concerning such changes. Any questions or disputes concerning insurance plans, or benefits offered under them, must be resolved in accordance with the dispute resolution procedures contained in those policies. Such questions or disputes will not be subject to this Agreement's grievance-arbitration procedure.

## **ARTICLE 21. MISCELLANEOUS**

### **SECTION 21.1 RATIFICATION AND AMENDMENT.**

This Agreement will become effective when ratified by the Union (first) and approved by the University's Associate Vice President of Human Resources or designee (second), and may be amended or modified during its term only with mutual written consent of both parties.

## **SECTION 21.2 PHYSICAL/PSYCHOLOGICAL EXAMINATIONS.**

If, at any time, there is any question concerning a Dispatcher's fitness-for-duty, or fitness to return to duty following an absence, the University may require, at its expense, that the Dispatcher have a medical examination by a licensed medical doctor, and/or a psychological examination by a qualified and licensed psychiatrist or psychologist selected by the University. The University will provide the medical professional's name and contact information to the employee prior to the examination date. At the Union's request, the University will meet to discuss (not negotiate) over any concerns about the medical professional's qualifications and credentials to perform the examination.

## **SECTION 21.3 AMERICANS WITH DISABILITIES ACT.**

The parties agree that the Employer may, notwithstanding any other provisions of this Agreement, take action that is in accord with what is legally permissible under the Americans with Disabilities Act ("ADA") in order to be in compliance with the ADA.

## **SECTION 21.4 DISPATCHER RESPONSIBILITY TO PROVIDE ACCURATE CONTACT INFORMATION.**

Each Dispatcher will furnish the University with a telephone number where s/he may be reached or where messages for him/her may be left and her/his current address and her/his current dependency status. A Dispatcher's failure to furnish this information and to keep it current relieves the University from all liability under this Agreement where the information is required for notices, benefit coverage, etc.

## **SECTION 21.5 OUTSIDE EMPLOYMENT.**

Outside employment is subject to advance approval by the University. All employees, whether full or part-time, must inform the University of any outside employment, including self-employment. This applies to any form of non-University activity for which the Dispatcher receives money, goods, services or other forms of compensation. The University will determine whether such outside employment conflicts with the Dispatcher's duties/responsibilities, or will interfere with the Dispatcher's work performance as a University employee. If the University determines that outside employment is, has or will interfere with an employee's current position for any reason, the employee will to cease outside employment activity. Refusal to do so will be cause for appropriate corrective action.

## **SECTION 21.6 QUARTERMASTER UNIFORM SYSTEM.**

As long as the University in its discretion requires full-time Dispatchers to wear uniforms, the University will provide full-time Dispatchers with the University-designated uniforms (including replacement uniforms) pursuant to the Department's current Quartermaster System. The University will approve or deny a full-time Dispatcher's request for replacement uniforms within ten (10) calendar days of the request being submitted to the Dispatcher's supervisor.

# **ARTICLE 22. LABOR-MANAGEMENT CONFERENCES**

## **SECTION 22.1 GENERAL.**

The Union and the University agree that in the interest of efficient management and good employee relations, meetings should be held between the Union and the University. These meetings will be referred to as "Labor-Management" conferences.

## **SECTION 22.2 AGENDA.**

Problems of mutual concern, including conditions tending to cause misunderstanding, will be considered and recommendations made to either the University or the Union, or both, by the persons present at any conference. These conferences will be separate from the grievance procedure provided for in Article 12 and grievances will not be considered at labor-management conferences, nor will either party make proposals to alter the terms of this Agreement at labor-management conferences.

## **ARTICLE 23. DRUG AND ALCOHOL POLICY**

### **SECTION 23.1 GENERAL.**

The University's health and future depend on safe, healthful and efficient working conditions. Alcohol and drugs pose serious potential health, safety and security risks. Additionally, in certain circumstances, their use is unlawful. In an effort to protect the University's personnel, assets and operations and to maintain safe and efficient operations, the policy outlined below will apply to all Dispatchers. Dispatchers are prohibited from reporting to work, or working under the influence of alcohol or drugs, as defined below.

### **SECTION 23.2 USE OF DRUGS AND ALCOHOL.**

Dispatchers will not possess or use any controlled substance defined under the Illinois Controlled Substance Act at any time, whether on or off duty, unless prescribed by a physician. In addition, Dispatchers will not report to work under the influence of any substance that impairs her/his ability to perform the full functions of her/his position.

- A. **PRESCRIPTION DRUGS.** When drugs are prescribed, Dispatchers are required to ask the prescribing physician or other authorized health practitioner whether the drug will impair them in the performance of their duties. If the prescription will cause impairment, the Dispatcher must follow the departmental directives regarding sick leave. Dispatchers taking prescribed medications may be required to provide documentation, acceptable to the University, certifying that they can continue to perform their jobs safely.
- B. **NON-PRESCRIPTION DRUGS.** Any Dispatcher using legal, over-the-counter non-prescription drugs, who feels in any way impaired will promptly advise her/his supervisor of such impairment and, whenever possible, prior to reporting for duty. The University may require that the Dispatcher use accrued sick leave due to the impairment.
- C. **TESTING.** The University retains the right to require drug/alcohol testing a whenever it suspects a Dispatcher is under the influence of drugs or alcohol. Dispatchers who are determined to be under the influence while at work may be terminated. In addition, the University reserves the right to randomly test Dispatchers for drug use.

### **SECTION 23.3 PROHIBITION.**

Dispatchers who buy, sell, use or possess alcohol or illegal drugs while working (the period from starting time to quitting time), while operating the University's vehicles, while on the University's Department of Safety & Security building, or while carrying out the University's instructions will be terminated.

### **SECTION 23.4 DEFINITIONS.**

- A. "Under the influence" of alcohol or drugs means, any impairment that would affect a Dispatcher's ability to perform the regular duties of her/his job.

- B. The term “drugs” includes any and all controlled substances, such as, but not limited to, marijuana, cocaine, hallucinogens, amphetamines, barbiturates, phencyclidine (PCP), depressants, opiates, methadone, methaqualone, benzodiazepines, as well as so called “designer” drugs with similar effects. The term “drugs” also includes prescription and over-the-counter medications which are being intentionally abused, as well as inhalants such as glue and nitrous oxide.
- C. Federally–established levels will be used when screening urine specimens in the initial test to determine whether they are positive or negative for the category of drugs or classes of drugs. The following represent those levels at the time of negotiation, however, if the federal-established levels change, the University will utilize the new federally-established levels.

INITIAL TEST ANALYTE	INITIAL TEST CUTOFF CONCENTRATION (NG/ML)	CONFIRMATORY TEST ANALYTE	CONFIRMATORY TEST CUTOFF CONCENTRATION (NG/ML)
Marijuana Metabolites	50	THCA	15
Cocaine Metabolites	150	Benzoyllecgoine	100
Opiate Metabolites* (Codeine / Morphine)	2000	Codeine Morphine	2000
6-Acetylmorphine	10	6-Acetylmorphine	10
Phencyclidine (PCP)	25	Phencyclidine (PCP)	25
Amphetamines AMP/MAMP	500	Amphetamines Methamphetamine	250 250
MDMA	500	MDMA MDA MDEA	250 250 250

**SECTION 23.5 SELECTION OF DISPATCHERS FOR DRUG AND/OR ALCOHOL TESTING.**

- A. Dispatchers will be required to provide breath, hair, urine or blood specimens for evidence of drug or alcohol use whenever:
1. they are suspected by a supervisor of reporting to work or working under the influence of drugs or alcohol or of using drugs or alcohol while working;
  2. they are involved in a reportable accident in which medical assistance is provided to the Dispatcher or otherwise involved in the accident;
  3. they are given a physical examination;
  4. they have been rehired or have been continued in employment, as outlined in Section 27.8 below;
  5. they are under consideration for a promotion; or
  6. they are selected for a random test.

- B. Dispatchers selected for testing will immediately go for the test at the collection and testing facility selected by the University.

**SECTION 23.6 CONSEQUENCES OF TESTING POSITIVE, REFUSING TO BE TESTED, DELAY IN BEING TESTED OR TAMPERING WITH TESTS.**

- A. Dispatchers who provide valid pre-dated prescriptions or other legitimate medical explanation for their test results will not receive corrective action, unless abuse is shown, but they may be required to authorize disclosure of underlying medical conditions to the University's designated doctor. Furthermore, they may be placed on a leave of absence if, in the judgment of the University, a safety hazard exists.
- B. Dispatchers who refuse to cooperate in testing, delay being tested or otherwise tamper with the testing process will be terminated. Dispatchers who test positive for drugs or alcohol will be terminated.

**ARTICLE 24. SEPARABILITY AND SAVINGS**

If any Article or Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such a tribunal pending a final determination as to its validity, the remainder of this Agreement will not be affected. In the event that any Article or Section is specifically declared invalid by a tribunal of competent jurisdiction, then, on request by either the University or the Union, the parties will enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for the invalidated Article or Section. In no event will the operation of any other Article or Section be affected during these negotiations.

**ARTICLE 25. ENTIRE AGREEMENT**

This Agreement, upon ratification, supersedes all past practices and agreements, whether written or oral, unless expressly stated to the contrary in this Agreement, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term. If a past practice is not explicitly included in this Agreement, it may be discontinued or modified by the University.

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The University and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other will not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. The Union specifically waives any right it may have to impact or effects bargaining for the life of this Agreement.

**ARTICLE 26. NONDISCRIMINATION**

The University and the Union agree that both will abide by applicable federal, state, and municipal laws and statutes prohibiting discrimination against any employee on the basis of age, race, color, ancestry, national origin, sex sexual orientation, gender identity, marital status, pregnancy, religion, political affiliation, disability, military veteran status and other protected characteristics. Alleged violations of this Article will not be subject to the parties' grievance-arbitration process.

The University and the Union also agree that both will abide by applicable federal, state and municipal laws and statutes that prohibit discrimination against any employee on the basis of Union membership or lack thereof, and/or activity on behalf of either the Union or the University. The parties acknowledge their commitment to maintaining a work environment free from unlawful discrimination and harassment.

## **ARTICLE 27. DURATION**

### **SECTION 27.1 TERM OF THE AGREEMENT.**

This Agreement will be effective from July 1, 2015, and will terminate on 12:00 midnight on July 1, 2018, and will renew itself from year to year after that, unless written notice of termination or modification is given by either party, by certified mail or by personal delivery, to the other, on or before sixty (60) days prior to July 1, 2018, or the same date of any later year.

### **SECTION 27.2 TERM OF AGREEMENT DURING NEGOTIATIONS.**

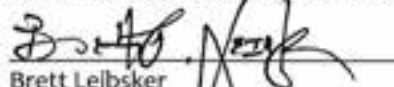
In the event the expiration date of this Agreement, or the expiration date of any later yearly period, is reached and a new Agreement has not been agreed on, this Agreement will be temporarily extended until either a new Agreement is agreed on or either of the parties serves a thirty (30) day notice on the other that the negotiations have terminated. After the serving of this written notice, there will be no strike or lockout during the following period of thirty (30) days, and the parties will meet within this period in order to give both parties an opportunity to reconsider their decision and attempt to arrive at a new Agreement.

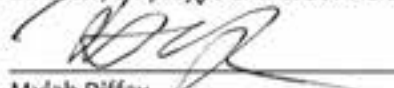
ARTICLE 28. SIGNATURES

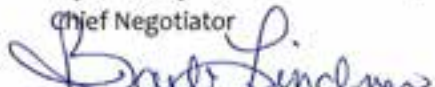
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Associate Vice President, Human Resources

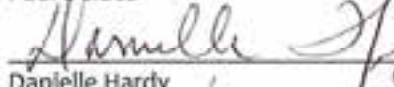
  
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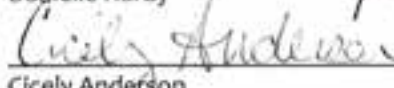
  
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Mylah Diffay  
Chief Negotiator

  
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Barb Lindner

  
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Diane Ziarno


  
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Paul DeLuca


  
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Dagielle Hardy

  
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Cicely Anderson

ILLINOIS COUNCIL OF POLICE

  
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Richard Bruno Date 6-14-18

Chief Negotiator  
  
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Robert Trevarthen

  
\_\_\_\_\_  
Michele Smalaz

  
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Julie Trevarthen



## APPENDIX A

Newly Hired Employees: Full-time Dispatchers hired during the term of this Agreement will receive the following hourly rates of pay upon their date of hire and the successful completion of their probationary period:

	Hire Rate	Completion of Probation Period Rate
Hire Date Between 7/1/18 and 6/30/19:	\$17.17	\$17.67
Hire Date Between 7/1/19 and 6/30/20:	\$17.51	\$18.01
Hire Date Between 7/1/20 and 6/30/21:	\$17.86	\$18.36
Hire Date Between 7/1/21 and 6/30/22:	\$18.22	\$18.72
Hire Date Between 7/1/22 and 6/30/23:	\$18.59	\$19.09

New full-time Dispatchers will receive the “probationary period” rate listed in the second column above that corresponds to their hire date. For example, if a full-time Dispatcher is hired on June 1, 2016, and successfully completes his or her probationary period on December 1, 2019, that full-time Dispatcher will begin receiving a \$17.67 hourly rate of pay after December 1, 2019.

After the successful completion of their probationary period and the receipt of the applicable hourly rate of pay listed in the second column above, new full-time Dispatchers will receive subsequent percentage increases to their hourly rate of pay according to the following schedule:

Annual Increase Dates	Current employees hired before December 31, 2013*	Current employees hired after December 31, 2013*
July 1, 2018:	\$1.25** + 2.00%	\$0.75** + 2.00%
July 1, 2019:	2.00%	2.00%
July 1, 2020:	2.00%	2.00%
July 1, 2021:	2.00%	2.00%
July 1, 2022:	2.00%	2.00%

\*Dispatchers employed at the time of the ratification of this Collective Bargaining Agreement.

\*\*This one-time hourly increase will be applied to dispatchers’ base current wage rates.