



ILLINOIS COUNCIL
OF POLICE

and

NORTHEASTERN ILLINOIS UNIVERSITY

(All Full-Time Police Officers)

July 1, 2023 to June 30, 2027

TABLE OF CONTENTS

Introduction	2
ARTICLE I UNION RECOGNITION AND MEMBERSHIP	2
Section 1 Recognition	2
Section 2 Non-Discrimination	2
Section 3 Use of Masculine Pronoun	2
Section 4 Union Representative Visitation	2
Section 5 Exclusive Representative Notification	3
Section 6 Employee Representative Release Time (Administration)	3
Section 7 Employee Representative Release Time (Negotiations)	3
Section 8 Personnel File Inspection	3
Section 9 Designee	4
Section 10 Union Meeting	4
ARTICLE II MANAGEMENT RIGHTS	5
Section 1 Management Rights	5
ARTICLE III DUES DEDUCTION AND FAIR SHARE	6
Section 1 Dues Deduction	6
Section 2 Indemnification	6
ARTICLE IV STRIKES AND LOCKOUTS	7
Section 1 No Strike	7
Section 2 Penalty	7
Section 3 Union Responsibility	7
Section 4 No Lockout	7
Section 5 Judicial Restraint	7
ARTICLE V GRIEVANCE PROCEDURE	8
Section 1 Purpose	8
Section 2 Grievance	8
Section 3 Grievance Steps	8
Section 4 Time Limits	10
ARTICLE VI SENIORITY	11
Section 1 Definition	11
Section 2 Seniority List	11
Section 3 Transfers	11
Section 4 Layoffs and Recalls	11
ARTICLE VII EMPLOYEE RIGHTS	12
Section 1 Discipline	12
Section 2 Uniform Peace Officers Disciplinary Act	12
Section 3 Union Representation	12

Section 4 Work Rules	13
ARTICLE VIII GENERAL PROVISIONS	14
Section 1 Labor/Management Conferences	14
Section 2 Bulletin Board	14
Section 3 Safety Issues	14
Section 4 Minimum Staffing Requirements	15
Section 5 Restriction(s) on a Police Officer's Work Assignment	15
Section 6 Jurisdictional Disputes between Unions	15
Section 7 Contracted Services/Special Events	15
ARTICLE IX DRUG AND ALCOHOL TESTING	16
Section 1 Statement of Policy	16
Section 2 Prohibitions	16
Section 3 Drug and Alcohol Testing Permitted	16
Section 4 Order to Submit Testing	17
Section 5 Tests to be Conducted	17
Section 6 Right to Contest	18
Section 7 Voluntary Requests for Assistance	19
Section 8 Discipline	19
ARTICLE X HOURS OF WORK AND OVERTIME	20
Section 1 Work Schedule	20
Section 2 Meal/Break Periods	20
Section 3 Shift Bidding	20
Section 4 Overtime Pay	22
Section 5 Compensatory Time	22
Section 6 Notice of Overtime	22
Section 7 Shift Overtime	23
Section 8 Overtime Details	23
Section 9 Additional Overtime	23
Section 10 Call-Back	23
Section 11 Court Time	24
Section 12 Officer in Charge/Acting Upper-Rank Pay/Specialty Pay	24
Section 13 Night Shift Differential	24
Section 14 No Sub-Contracting	24
Section 15 Emergency Closing	24
Section 16 Notification Periods	25
Section 17 Special Assignments	25
ARTICLE XI BENEFITS	26
Section 1 Benefits	26
Section 2 Holiday Observance and Pay	26
Section 3 Vacation Preference	26
Section 4 Leave of Absence	26
Section 5 Equipment	27

Section 6 Uniforms	27
Section 7 Personal Days	27
Section 8 Parking	27
Section 9 Vacation Accrual	27
Section 10 Maternity/Paternity Leave	28
ARTICLE XII HEALTH AND LIFE INSURANCE, PENSIONS AND DISABILITY	29
Section 1 Health and Life Insurance	29
Section 2 Retirement, Death and Disability Benefits	29
Section 3 Continuing Compensation	29
Section 4 Workers Compensation and Occupational Disease	29
Section 5 Light Duty	29
Section 6 Optional Benefits	29
ARTICLE XIII LEGALITY CLAUSES	30
Section 1 Savings Clause	30
Section 2 Impasse Resolution	30
Section 3 Term of Agreement	30
Section 4 Continuing Effect	30
Section 5 Limitations	30
ARTICLE XIV ACCEPTANCE BY PARTIES	32
ARTICLE XV HIRING AGREEMENT	33
Section 1 Law Enforcement Training and Expenses	33
APPENDIX A Wages	34
APPENDIX B Garrity and Weingarten Rights	35
APPENDIX C Uniform Peace Officers' Disciplinary Act	37
APPENDIX D Dues Authorization Form	40
APPENDIX E Uniform and Equipment List	41

INTRODUCTION

This Agreement is made and entered into by and between the Northeastern Illinois University, hereinafter referred to as the "Employer", and the Illinois Council of Police hereinafter referred to as the "Union", representing Police Officers I, hereinafter referred to as the "Employee(s)."

ARTICLE I UNION RECOGNITION AND MEMBERSHIP

Section 1 Recognition

Pursuant to the provisions of Sections 6(c) and 9(d) of the Illinois Public Labor Relations Act, and in accordance with Case No. S-RC-23-044 of the Illinois State Labor Relations Board, the Employer recognizes the Union as the exclusive collective bargaining representative in all matters pertaining to rates of pay, wages, hours of employment or other conditions of employment, except those expressly provided for or controlled by the State Universities Merit Board Statute and Rules for all Employees of Northeastern Illinois University who receive a status appointment, consistent with the State Universities Merit Board Rules, in the classification of Police Officer I.

Specifically excluded from the bargaining unit are all short-term Employees, all supervisors, managerial and confidential Employees and all other Employees of Northeastern Illinois University.

Section 2 Non-Discrimination

The Employer and the Union agree that they will not deny membership to nor in any way practice discrimination against any Employee because of race, creed, color, national origin, sex, age, sexual orientation, or disability. The parties further agree that they will comply with the Americans with Disabilities Act and determinations of compliance as developed by the Employer, provided such determinations are in compliance with the law.

Section 3 Use of Masculine Pronoun

The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

Section 4 Union Representative Visitation

The Union agrees that it will not conduct business during work hours except in regards to those matters expressly provided in this Agreement in reference to grievances, negotiations or other meetings agreed to by the parties. Union officials may visit the campus and meet with Employees covered under this agreement to discuss Union matters with

permission of the Department Head or his designee of his intended visit. Such permission shall not be unreasonably withheld or denied.

Section 5 Exclusive Representative Notification

The Employer agrees to notify all new Employees in the classification covered by this agreement that the Union is the exclusive bargaining representative. Further, the Employer agrees to provide new Employees in the classification covered by this agreement a copy of the Voluntary Dues Deduction Form.

Section 6 Employee Representative Release Time (Administration)

A designated unit Employee representative, with permission of his immediate supervisor, may leave his assigned work without loss of pay or other benefits for a reasonable period of time to investigate and represent Employees in alleged grievances and other Union matters (e.g. labor/management meetings, discipline investigations). The Employee representative shall be in a non-pay status while so occupied if proper permission to absent himself from work has not been first obtained. The immediate supervisor shall not unreasonably deny a designated unit Employee representative permission to leave his assigned work.

Section 7 Employee Representative Release Time (Negotiations)

The Employer agrees to allow up to three (3) Employees to attend negotiations subject to operational need and minimum staffing without loss of pay or other benefits. The Employer shall not otherwise be obligated for either straight time or overtime wages or other benefits for any Employees except as described above.

Section 8 Personnel File Inspection

The Employer's personnel files relating to any unit Employee shall be open and available for inspection by the Employee during regular business hours.

The Employee and/or his designated Union Representative(s) (if authorized in writing by the Employee), shall be permitted twice annually to examine, in the Office of Human Resources, his/her official cumulative file, but not to mark, destroy, or remove any of the contents. Such examination shall occur in an expedient manner at the mutual convenience of both parties. Upon written request, the Employee shall receive a copy of the materials in his/her official cumulative file. The Union shall be permitted to examine bargaining unit Employee's Human Resources files, in relation to a filed grievance. The Employee shall pay the cost of copying the material at the current most favorable rate charged to University departments.

The Employer further agrees that discipline shall be administered in a manner that it will not embarrass the Employee before the public, the press, or any other Employee(s).

Section 9 Designee

Any action, deed, decision or responsibility assigned to any official, officer or representative of the Employer, within the body of this agreement, may be assigned and/or performed by a designee of such official, officer or representative.

Section 10 Union Meeting

The Employer will allow two unit Employees to attend a Union Meeting for two (2) days each year without pay. The unit Employee attending such meeting shall give a minimum of thirty (30) days' notice to the Employer of the dates that he will be in attendance.

ARTICLE II MANAGEMENT RIGHTS

Section 1 Management Rights

The Employer retains all traditional rights to manage and direct the affairs of the Northeastern Illinois University Police Department in all of its various aspects and to manage and direct its Employees, including but not limited to the following: to plan, direct, control and determine, increase or decrease the budget and all the operations, services, policies, practices and missions of the Northeastern Illinois University Police Department; to supervise and direct the working forces including the right to utilize lead workers; to establish the qualifications for employment and to employ Employees both internally and externally to other police-related assignments or functions; to schedule and assign work; to establish and eliminate specialty positions and to select personnel to fill them; to transfer and reassign Employees; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to purchase goods and contract out services; to determine the methods, means, organization and number of personnel by which departmental operations and services shall be made or purchased; to make, alter and enforce reasonable rules, regulations, orders, policies and procedures; to evaluate, promote or demote Employees and to establish the standards for such promotion; to establish performance standards; to discipline, suspend and/or discharge non- probationary Employees for just cause; to change or eliminate existing methods, practices, equipment or facilities or introduce new ones without having to negotiate over the effects of such change; to determine fitness and training needs and to assign Employees to training; to determine work hours (shift hours) and to change them from time to time; to determine and implement internal investigation procedures; to increase or decrease the size of the work force; to take any and all actions as may be necessary to carry out the mission of the Employer and the Northeastern Illinois University Police Department in the event of civil emergency as may be declared by the President of Northeastern Illinois University, which may include, but is not limited to: riots, civil disorders, tornado conditions, floods or other catastrophes or financial emergencies, and may temporarily suspend the terms of this Agreement during such civil emergency; and, to generally carry out the mission of Northeastern Illinois University.

The General Orders created by Management shall not supersede any limitations agreed to in this contract.

ARTICLE III DUES DEDUCTION

Section 1 Dues Deduction

During the term of this Agreement, the Employer will deduct from each Employee's paycheck the appropriate Union dues for each Employee in the bargaining unit who has filed with the Employer a written request for dues deduction (Appendix D). The Employer shall cause to be remitted such deductions monthly to the Union, along with a list of the names of the Employee's from whom deductions have been made, at the address designated by the Union.

The Employer agrees to notify the Union of any changes of an Employee's status, including but not limited to new hires and resignations, within thirty (30) calendar days of the effective date of the change of the Employee's status. During the term of this Agreement, the Union may change the fixed uniform dollar amount by providing the Employer thirty (30) calendar days' notice of any such change.

Section 2 Indemnification

The Illinois Council of Police shall indemnify, defend and hold harmless the Employer, its Board of Trustees, officers, administrators, agents and officers from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article, or in reliance on any written check-off authorization furnished under any of such provisions, provided that the Employer does not initiate or prosecute such action.

**ARTICLE IV
STRIKES AND LOCKOUTS**

Section 1 No Strike

During the life of this agreement or any extension thereof, the Union and 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 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 Penalty

Violation of this Article by the Union shall result in the cessation of payments for dues and fair share. Violation of this Article by Employees may result in disciplinary action up to and including discharge from employment.

Section 3 Union Responsibility

Furthermore, in the event that an Employee represented by the Union violates this Article, the Union 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 Union 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 Union as to the violation, and which further shall direct those Employees represented by the Union 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 or any extension thereof.

Section 5 Judicial Restraint

Nothing contained herein shall preclude the Employer or the Union from obtaining judicial restraint and damages in the event the other party violates this Article.

ARTICLE V 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 disputes of the parties. Both parties shall make an earnest and honest effort to resolve the dispute 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 Union or any Employee covered by this Agreement regarding the application, meaning or interpretation of this Agreement.

A "business day" is hereby defined to be Monday through Friday, exclusive of Saturdays, Sundays and Holidays.

Grievances may be processed by an Employee, an Employee representative or by the Union 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). The resolution of a grievance filed on behalf of a group of Employees shall be made applicable to the appropriate Employees within that group.

Section 3 Grievance Steps

Informal Resolution:

Prior to filing a grievance an Employee or an Employee Union representative may discuss the alleged grievance with his immediate supervisor as soon as practicable after becoming aware of the issue(s) at dispute. If possible the issue(s) should be resolved informally between the immediate supervisor and the Employee or Employee representative as long as any resolution to the matter is not inconsistent with the terms of this agreement.

Step 1:

The Employee, an Employee representative or the Union shall present the grievance in writing to the Department Head. All grievances must be presented not later than ten (10) business days from the date the grievant became aware, or reasonably should have been aware, of the occurrence giving rise to the grievance. The Department Head shall then make a reasonable effort to adjust the matter and shall respond in writing within ten (10) business days of receipt of the grievance.

Step 2:

If a grievance is not resolved at Step 1, the written grievance shall be presented to the University Director of Human Resources within ten (10) business days after the date the Step 1 response is given or due, whichever is earliest. The Director of Human Resources, the grievant, an Employee representative and/or a Union representative shall meet within ten (10) business days. There shall not be more than (1) Employee, other than grievant, present as a representative of the grievant during this meeting. The Director of Human Resources shall respond in writing within ten (10) business days following the conclusion of the meeting.

Step 3:

If the Union is not satisfied with the Step 2 response, the written grievance may be referred to arbitration by the Union, by so notifying the Director of Human Resources in writing within ten (10) business days after the date the Step 2 response is given or due, whichever is earliest. The Director of Human Resources and the Union shall attempt to agree upon an arbitrator, but if they are unable to do so within ten (10) business days of the written notice to arbitrate, either party shall request the Federal Mediation and Conciliation Service submit a panel of seven (7) arbitrators, all of whom shall be members of the National Academy of Arbitrators. The parties shall alternately strike the names of arbitrators until one (1) name remains. The party striking first shall be determined by the toss of a coin. 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 on the Northeastern Illinois University campus, unless otherwise mutually agreed.

Both parties reserve the right to strike one (1) panel of arbitrators in its entirety, and request the Federal Mediation and Conciliation Service submit a new panel of seven (7) arbitrators.

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 and/or the Union 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) business 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, the Union and the Employee(s) covered by this Agreement.

The expenses and fees of the arbitrator 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 4 Time Limits

Grievances may be filed at any step of the grievance procedure by mutual written agreement of the parties.

The time limits at any step of the grievance procedure may be extended by mutual written agreement of the parties.

The Employer's failure to respond within the time limits shall not find in favor of the grievant, but shall permit the grievance to be advanced to the next step in the grievance procedure.

Grievances may be withdrawn by the Union at any step of the grievance procedure without prejudice or precedent. Grievances not appealed within the designated time limits will be treated as withdrawn grievances.

ARTICLE VI SENIORITY

Section 1 Definition

Seniority shall be determined by the rules of the State University Civil Service System. In cases of ties in seniority, the Rules of the Civil Service System will be utilized to determine the Employee's appropriate position on a seniority list.

Seniority by classification shall prevail in the choice of vacation preference and work schedule bids (i.e., shift assignments and scheduled days off). Seniority selection of vacation and work schedule bids shall be within site location.

Section 2 Seniority List

Seniority lists by classification shall be updated semi-annually by the Employer, and shall be posted in a place readily accessible to the Employees, with a copy forwarded to the Union.

Section 3 Site Assignments

The Employer agrees to seek volunteers for assignment from one site to another. If there is no volunteer, assignments shall be made on an equitable basis. Assignments shall not be used punitively.

Ordinarily, officers will report to the Main Campus. Officers may request permission to report directly to their campus assignment. Such requests shall not be unreasonably denied.

Section 4 Layoffs and Recalls

Layoffs and recalls shall be in accordance with the State Universities Civil Service System Statute and Rules, as amended.

ARTICLE VII EMPLOYEE RIGHTS

Section 1 Discipline

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

- Oral Reprimand
- Written Reprimand
- Suspension
- Discharge

The Employer, when issuing disciplinary action, must have just cause for such action and shall inform the Employee and the Union of the reasons for the action. Employees shall have the option of appealing disciplinary action(s) through the grievance and arbitration provisions of this Agreement, or through the State Universities Civil Service System. The Union agrees that should an Employee exercise their Statutory right to a hearing on a disciplinary matter in accordance with the Merit Board Rules, an immediate and total waiver of right to file or proceed further with a grievance under the grievance procedure contained herein shall apply to the Union and the Employee. The Employer will not be obligated to accept, hear or otherwise proceed on any such grievance once the above waiver exists.

The Employer agrees that prior use of progressive disciplinary materials will be time limited as follows:

- Oral Reprimand - One Year
- Written Reprimand - One Year
- Suspension (one to three days) - One Year
- Suspension (five to fifteen days) - Two Years
- Suspension (sixteen days and more) - Five Years

Section 2 Uniform Peace Officers Disciplinary Act

The employer will maintain conformance with the Uniform Peace Officers Disciplinary Act, 50 ILCS 725/1 et. seq. of the Illinois Compiled Statutes, in applicable situations (see attached Appendix C).

Section 3 Union Representation

An Employee shall have the right to Union representation during any meeting with the Employer if the Employee reasonably believes that disciplinary action may result. The Employee must make a request for representation, and said request may be made at any time prior to the meeting. The Employer is under no obligation to delay the meeting, and may proceed once it has notified the Union of the request, provided the Union has a reasonable amount of time to provide such representation.

Section 4 Work Rules

Procedural work rules shall be uniformly applied. Employees will be made aware of new and changed work rules by posting such notices within the workplace.

ARTICLE VIII GENERAL PROVISIONS

Section 1 Labor/Management Conferences

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that conferences be held between Union 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 ten (10) business days in advance of the desired conference date. Requests from the Union shall be submitted directly to the Director of Human Resources. Requests from the Employer shall be submitted directly to the Union. Attendance at such conferences shall be limited to three (3) persons for each party. 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 Union of changes in non-bargaining conditions of employment contemplated by the Employer which may affect employees.

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.

When absence from work of an employee is required to attend a labor-management conference, the Employee shall request permission to leave the work. Departmental operating needs shall be the governing factor on whether such permission can be granted.

Section 2 Bulletin Board

The Employer agrees to furnish bulletin board space in the police department at all sites for the posting of Union notices relating to Union business. Such notices or any material posted 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 Safety Issues

Employees shall, at the end of each shift, submit to their immediate supervisor the

nature of any problem(s) with equipment or vehicles which, in the Employees opinion, require the attention of the Employer.

Section 4 Minimum Staffing Requirements

Employer will maintain minimum staffing per the General Orders.

Section 5 Restriction(s) on a Police Officer's Work Assignment

No police officer shall be assigned the work assignment of "Telecommunicator" except in an emergency situation. An example of an emergency situation may include, but is not limited to, the closing of campus, a Telecommunication has become ill during his or her tour of duty, or all attempts to staff a Telecommunicator for a tour of duty have been exhausted.

Section 6 Jurisdictional Disputes between Unions

In the case of a jurisdictional dispute between the Union and those of other unions, it understood by both parties:

- A. The Union will be immediately notified of the possible dispute.
- B. The University and the Union will meet within seven (7) business days of notification in an effort to reach an agreement on the dispute.
- C. In the event no agreement is reached between the parties, either party shall serve notice of its intent to arbitrate the jurisdictional dispute following the same arbitration process as outlined under Article V, step 3.

Section 7 Contracted Services/Special Events

Contracted services/special events are defined as university events that may require special attention to include additional police support such as, but not limited to: dance, conventions, student organization events, Greek events, VIP protection, graduation, concerts, and other on-campus special activities as determined by the Employer. The Employer reserves the right to determine Officer staffing needs for special events and make assignments with available personnel as required.

If the Employer determines that insufficient personnel are available to meet Officer staffing needs for a special event, the assignment shall be posted for voluntary assignment. In all instances where there are insufficient number of volunteers, the department may assign these duties by inverse seniority in the Officer classification.

ARTICLE IX 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 employees 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 or possessing alcohol on duty other than in an authorized duty capacity, when absolutely required in the conduct of an investigation, with prior supervisory authorization;
2. possession, use or being under the influence while on duty of any controlled substances/cannabis except with the approval and guidance of a licensed physician of Illinois and with the knowledge of an immediate supervisor;
3. use of an illegal drug, or any designer drug not yet scheduled as a controlled substance, but which impairs the employee;
4. failing to verbally report to their immediate supervisor any use of over the counter medication or prescription drugs which could affect the Employee's ability to perform his job responsibilities.

Section 3 Drug and Alcohol Testing Permitted

Where the Employer has reasonable suspicion to believe that an Employee is under the influence of alcohol, a controlled substance or illegal drugs during the course of the work day, the 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 shall 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.

Section 4 Order to Submit to Testing

At the time an Employee 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 Union at the time the order is given. No questioning of the Employee shall be conducted without first affording the Employee the right to Union representation and/or legal counsel. No unreasonable delay shall occur while awaiting Union representation 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 may have.

Section 5 Tests to be Conducted

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

1. 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 National Institute of Drug Abuse (NIDA);
2. insure that the laboratory or facility selected conforms to all NIDA standards;
3. establish a chain of custody procedure for both sample collection and testing that will insure the integrity of the identity of each sample and test result. No Employee covered by this Agreement shall be permitted at any time to become a part of such chain of custody;
4. collect a sufficient sample of the same bodily fluid or material from an officer 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;
5. collect samples in a manner as to preserve the Employee's right to privacy and to insure a high degree of scrutiny for the sample and its freedom from adulteration;
6. 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 (gems) or an equivalent or better scientifically accurate and accepted method that provides

quantitative data about the detected drug or drug metabolites;

7. 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;
8. 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;
9. require that with regard to alcohol testing, for the purpose of determining whether the officer is under the influence of alcohol, test results that show an alcohol concentration of .02 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive;
10. provide each Employee tested with a copy of all information and reports received by the Employer in connection with the testing and the results;
11. insure that no Employee is the subject of any adverse employment action except temporary reassignment or relief from duty with pay during the pendency of any testing procedure. Any such temporary reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

Section 6 Right to Contest

The Union and/or the Employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by 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 in any manner to restrict, diminish or otherwise impair any legal rights that Employees may have with regard to such testing. Employees retain any such rights as may exist and may pursue the same in their own

discretion, with or without the assistance of the Union.

Section 7 Voluntary Requests for Assistance

The Employer shall take no adverse employment action against an Employee who prior to detection voluntarily seeks treatment, counseling or other support for any issue, problem, or perceived problem including any medical, physical, mental, or emotional condition Employer may require reassignment of the Employee with pay if he is then unfit for duty in his 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:

1. the Employee agreeing to appropriate treatment as determined by the physician(s) involved;
2. the Employee discontinues his use of illegal drugs or abuse of alcohol;
3. the Employee completes the course of treatment prescribed, including an "after-care" group;
4. 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 of 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.

ARTICLE X HOURS OF WORK AND OVERTIME

Section 1 Work Schedule

The basic work schedule for Employees shall normally be forty (40) hours each week composed of days of work consisting of eight (8) consecutive hours each; except that nothing in this section shall be construed to guarantee the number of hours worked each work day or each work week. The work week shall commence at 0001 hours Sunday and end at 2400 hours Saturday.

Officers shall not be required or allowed to work or be on pay status for more than twenty-four (24) hours in a forty-eight (48) hour period unless required by emergency situations.

Section 2 Meal/Break Periods

Each eight (8) hour shift shall allow for and include a paid one-half (1/2) hour lunch period and two (2) - fifteen (15) minute breaks. Employees, while at lunch shall remain on-call and subject to performing any and all emergency work duties. Any Employee who is required to perform such duties during their lunch period shall be allowed to complete the lunch/break period when time so permits. A maximum of three (3) Employees may request to take their lunch/break period when time so permits. A maximum of three (3) Employees may request to take their lunch/break time at the same location and time, provided that each Employee's beat is covered. The request will not be unreasonably denied.

Section 3 Shift Bidding

Non-probationary Employees shall be permitted to bid by seniority shifts and days off as previously determined by the department head. The shift bid will occur two (2) times each calendar year. Occurring in November, to take effect January 1 and in May to take effect on July 1. With each bid, officers will bid to a day off group which will remain in effect for the duration of the bid cycle. If it becomes necessary to change the employees selected day off the employee will receive no less than fourteen (14) calendar days notice.

The above paragraph shall be considered a "pilot program". The above paragraph shall sunset on December 31, 2024 unless; (1) the Union advises the University that it agrees to permanently add the paragraph to this Agreement; or (2) the Union and University negotiate a different bidding process in the duration of the pilot program and agree to add it to this Agreement. If neither happens, as of January 1, 2025, this paragraph shall revert to the previous process of three times per year shift bidding.

Employees will be permitted to trade shifts or days off on a temporary basis provided the department head or his/her designee approves of the trade in advance. Such approval shall be subject to the operating needs of the department and shall not be unreasonably denied.

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); said changes shall be provided to the affected Employee(s) in writing. Absent an emergency situation, an Employee shall receive at least seventy-two (72) hours advance

notice of any temporary schedule changes. Temporary schedule changes should not normally exceed thirty (30) calendar days.

Section 4 Overtime Pay

All hours worked in excess of eight (8) hours in the work day 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 times the basic hourly rate. Overtime payment computation will be based on completed work in fifteen (15) minute segments rounding to the next highest segment.

Pyramiding of overtime is prohibited. Pyramiding is defined as when an officer requests benefit time off and is approved, and then seeks to work the same hours on the same day of his time off. Neither benefit time shall be paid nor compensatory time taken (unless prior departmental approval) to avoid the working of a regularly scheduled shift (straight-time) within 24 hours of working an overtime shift. This does not mean that an officer working on the same day but on a different regularly scheduled shift constitutes pyramiding. An officer shall not be allowed to work overtime during the same 24 hour period that the officer calls in sick.

Section 5 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 supervisor of the desire to accrue compensatory time prior to working the overtime. An employee shall not exceed an accumulated balance of four hundred eighty (480) hours compensatory time, and the Employer agrees to "grandfather in" all Employees that were employed before the date of January 1, 2012. Any employee who is hired after January 1, 2012 shall not exceed an accumulated balance of two hundred forty (240) hours compensatory time. Computation of compensatory time shall be based on the requirements shown in Section 4 above.

Compensatory time off will be given or granted to the employee by their immediate supervisor and shall be subject to the operational needs of the department and shall not be unreasonably denied.

Officers shall have the right to use compensatory time, as long as it does not unduly disrupt the operations of the Employer. The term "unduly disrupt" shall not include the posting and offering of overtime for the purpose of substitution for the requesting officer.

Requests to use compensatory time shall be made with as much notice as possible, however, requests shall not be denied for any reason other than that such request will unduly disrupt operations. Inconvenience to the Employer shall not be a reason for denial of a request.

Section 6 Notice of Overtime

The employer shall notify 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 7 Shift Overtime

The employer agrees, that when it determines to fill a shift assignment with an employee on overtime, it shall offer said overtime in accordance with the following:

1. Shift overtime assignments at the Main Campus shall be offered to the employees working at Main Campus; shift overtime assignments at the Center for Inner City Studies shall be offered to the employees working at the Center for Inner City Studies. Shift overtime assignments for Police Officers shall be offered to the employees in the bargaining unit prior to being offered, to security guards and command personnel.
2. In the event it is necessary to call an employee(s) in prior to the start of his regular shift, or to hold an employee(s) over after the completion of his regular shift, the overtime shall be offered to the employees working the affected shift by seniority. In the event there are no volunteers and it should be necessary to order an employee to work the overtime, the inverse order of seniority will be used, unless such assignment would result in working more than 16 hours within any 24 hours period.
3. In the event it is necessary to have an employee(s) work his regularly scheduled day off, the overtime shall be offered to the employees working the affected shift first, by seniority. If there are no volunteers from the affected shift, the overtime shall then be offered to the employees on the other shifts, on the basis of seniority. In the event there are still no volunteers and it should be necessary to order an employee in to work the overtime, the inverse order of seniority will be used, being first applied to the employee(s) on the affected shift.

Section 8 Overtime Details

All overtime details shall be posted for sign-up in places readily accessible to the employees. Selection of the employee(s) to work an overtime detail shall be made from the employees volunteering to work the detail, on a rotating seniority basis. Overtime details at each campus shall be offered to the employees working at such campus. In the event no bargaining unit Police Officers volunteer for an overtime detail, assignments may be made in accordance with Section 7, Shift Overtime.

Section 9 Additional Overtime

Upon completion of appropriate field training, Employees may volunteer and receive shift overtime assignments and overtime details at each campus. This training shall be completed for volunteers in a reasonable amount of time.

Section 10 Call-Back

When an Employee is called back to work after having left the University after

completion of a work day, or on a scheduled day off, the Employee shall receive compensation at the overtime rate of pay for a minimum of three (3) hours, or the actual hours worked, whichever is greater.

Section 11 Court Time

Employees who are required to appear to sign charges at the State's Attorney's Office, attend authorized court sessions, attend an authorized pre-trial conference, or attend a University Judicial Hearing outside of their regular scheduled work hours shall receive compensation at the overtime rate of pay for a minimum of three (3) hours, or the actual hours worked, whichever is greater.

Section 12 Officer in Charge/Acting Upper-Rank Pay/Specialty Pay

Employees assigned a position requiring a temporary rank upgrade shall be compensated fifteen (15%) percent above their current wage rate. Employees assigned the role of Officer in Charge shall be compensated fifteen (15%) percent above their current wage rate. An Officer in Charge shall be assigned as required by shift and need. Seniority shall be considered in the appointment of an Officer in Charge, and such appointment shall not be arbitrary and capricious. To be eligible for Officer in Charge a departmental assessment exam will be administered once per year. Once employees have successfully passed the OIC assessment, a list will be established of those employees who are approved to be OIC. An employee assigned the role of Field Training Officer will be compensated at the rate of fifteen (15%) above their current wage rate. No Officer shall receive more than one specialty pay (Tech officer, OIC, ET, or FTO) at the same time.

Section 13 Night Shift Differential

Night Shift differential shall be paid at \$1.00/hour to all members assigned to the night shift, effective upon the ratification date of the contract.

Night Shift differential shall not be included in the calculation of overtime.

Section 14 No Sub-Contracting

During the term of this Agreement, the University shall not contract out any work performed by Union Employees, unless it is for reasons of efficiency or economy. Under no circumstances should such action(s) result in the layoff of any Union Employee.

Section 15 Emergency Closing

On days designated by the University as Emergency Closure Days (e.g., snow, flood, explosion, etc.), the following conditions will apply:

A. Employees, who are scheduled to work and work, will be paid overtime rates;

- B. Employees, who are scheduled to work and are excused from work, will be paid straight wages for the excused hours;
- C. Employees, who are scheduled to work and requested absence from scheduled work, will receive straight time wages and the absence will be charged to the appropriate absence accrual;
- D. Employees who are not scheduled to work and do not work, will not be paid for the day.

Overtime worked on an Emergency Closure Day will be paid at the applicable overtime rate and no additional release time will be earned.

Section 16 Notification Periods

Officers should be notified no less than 72 hours before a schedule change affecting that particular work week and no less than two weeks affecting monthly days off.

Section 17 Special Assignments

Any officer working as a Firearm Instructor or Evidence Technician shall be compensated at a rate equal to that of a Field Training Officer for the hours spent working in that capacity.

ARTICLE XI BENEFITS

Section 1 Benefits

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. Definitions of eligibility for the heretofore named benefits shall be as described in the manual of Regulations governing Civil Service Employees. A copy of the manual of Regulations governing Civil Service Employees, and any modifications thereto, will be provided to the Employees and the Union.

The parties agree that should 30 ILCS 105/14A, as that statute applies to accrued sick leave payout, be amended, repealed or otherwise altered, that benefit, as provided through its Manual of Regulations, shall be amended, repealed, or otherwise altered to maintain conformance therewith.

Section 2 Holiday Observance and Pay

Employees who are regularly scheduled to work Monday through Friday shall observe holidays on days designated by the University. Employees who are regularly scheduled to work other than Monday through Friday shall observe holidays on the actual calendar date of the holiday, including the day before Christmas Day and New Year's Day. All Employees shall receive eight (8) hours of holiday pay for each of the designated holidays. Employees who work on a holiday shall be compensated for all hours worked at the appropriate rate of pay of time and one-half (1.5) hours.

The Union agrees that the Employer shall adjust staffing levels consistent with the General Orders during Holidays. Staffing level changes during the holiday period will not result in an employee being in pay status less than forty (40) hours a week or eighty (80) hours a pay period. The Employer will not change monthly work schedules to avoid payment of Holiday pay.

Section 3 Vacation Preference

Seniority shall prevail in vacation requests as long as such requests are submitted between the first and fifth of no less than the month preceding the month in which the vacation is to be taken. Requests shall be approved or disapproved within seven (7) days of submission. Any request for vacation submitted other than above shall be given consideration by the Department Head, considering fully the Employee's preference and operational needs of the Department. Requests for vacations shall not be unreasonably denied.

Section 4 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 Union. Any request for such leave shall be submitted in writing by the Union and to the Employee's Department Head and shall be answered in writing, no later than seven (7) days following receipt of the request. This provision shall provide for not more than two (2) people at a time and shall not exceed twenty-four (24) cumulative hours per fiscal year.

Section 5 Equipment

Bulletproof vests will be made available to Employees. Bulletproof vests shall be replaced as determined by the Chief of Police.

Section 6 Uniforms

The University will maintain its current quartermaster system in issuing and replacing uniform and equipment it provides. Appendix E contains a list of equipment issued to officers. Should any of these items need replacement, the officer should complete the replacement form and a replacement will be ordered from a department approved vendor and billed to the department. Once the replacement equipment arrives, the old equipment shall be turned in. The Union and University shall agree to the contents of Appendix E no later than January 1, 2024.

Section 7 Personal Days

Employees shall be allowed two (2) personal days to be taken during the fiscal year. The two personal days shall not be banked from year to year and must be used the fiscal year they are granted or they are forfeited. Employees shall receive the personal days on July 1st and must use them by June 30th of the following year. Retroactive personal days for 2023 shall be granted to bargaining unit employees employed on the date of ratification.

Section 8 Parking

Employees are allowed to sign-up for Parking Level (3). Parking Level (3) shall be \$10 per pay period and shall not increase during the life of this Agreement.

Section 9 Vacation Accrual

Bargaining unit members shall accumulate vacation benefits for each pay period of service with the Employer. Vacation shall accrue to a bargaining unit member's leave balance following the due date for the submission of each pay period's time report according to the number of hours in pay status, excluding overtime worked hours.

Years of Service	Accrual Rate per hour	Approximate leave days earned	Approximate maximum accumulation days
0-1	0.0462	12 (96 hours)	12 (96 hours)
1-3	0.0577	15 (120 hours)	30 (240 hours)
3-5	0.0692	18 (144 hours)	36 (288 hours)
5-8	0.0808	21 (168 hours)	42 (366 hours)
8+	0.0924	24 (192 hours)	48 (384 hours)

(Overtime is excluded and based on hours paid)

Section 10 Maternity/Paternity/Adoption Leave

Employees who have completed one (1) year of employment shall be eligible for up to ten (1) paid working days of leave, provided that such leave shall be used within thirty (30) days of the birth/adoption of the child and further provided that the child is co-resident with the employee. Maternity/paternity/adoption leave shall be limited to one (1) leave per year. Additional time away from work for this leave under FMLA can be covered by using sick, vacation or personal time.

If both parents of the child are employees of the University who qualify for this benefit, only one (1) leave will be granted, provided that such leave may be divided equally between the eligible employees as they shall deem appropriate.

ARTICLE XII
HEALTH AND LIFE INSURANCE, PENSIONS AND DISABILITY

Section I Health and Life Insurance

During the terms of this Agreement, unless expressly stated otherwise in 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 37511 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 Benefits

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 State Universities Retirement System.

Section 3 Continuing Compensation

A police officer injured on the job shall be covered by the provisions of the Public Employee Disability Act (5 ILCS 345/1 et. seq.), and shall continue to be covered by the provisions of this Agreement.

Section 4 Workers Compensation and Occupational Disease

Bargaining unit employees are covered by the terms set for in 820 ILCS 305 and 820 ILCS 310, the Workers Compensation and Occupational Diseases Acts., as long as such acts are extended by law.

Section 5 Light Duty

The Employer shall attempt to identify a light duty assignment when such an assignment is supported by a physician statement or requirements of the Americans with Disability Act.

Section 6 Optional Benefits

Optional benefits (e.g., U.S. Savings Bonds, supplemental health and life insurance, tax sheltered annuities) available to other university Employees, shall also be available to Employees covered by this Agreement under the same terms and conditions, which shall be in accordance with applicable Employer policies and guidelines.

ARTICLE XIII LEGALITY CLAUSES

Section 1 Savings Clause

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State Legislation, or by Executive Order of other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the written request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

Section 2 Impasse Resolution

The resolution of any bargaining impasse shall be in accordance with the procedures of Section 315/14 of the Illinois Public Labor Relations Act, as amended.

Section 3 Term of Agreement

This Agreement, including all its non-economic terms and conditions, shall be effective on the date the Board of Trustees ratifies the agreement (retroactive to July 1, 2014 unless stated otherwise), and shall continue in effect until June 30, 2017. It shall be automatically renewed thereafter from year to year unless either party notifies the other in writing not more than one hundred twenty (120) days nor less than sixty (60) days prior to the expiration date that it desires to modify or terminate this Agreement. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

Section 4 Continuing Effect

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or resolution of impasse procedures are continuing for a new Agreement or part thereof between the parties. However, either party may terminate this agreement anytime after its original expiration date by giving the other party notice, in writing, of their intent to so terminate, provided such notice is consistent with the requirements of the Illinois State Labor Relations Act.

Section 5 Limitations

The parties acknowledge that during the negotiations which resulted in this Agreement, the Union 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 Union waives any further right during the term of this contract to make demands to bargain any other matter, except that it may request bargaining related to the impact of changes in the terms and conditions of employment in the control of the Employer.

**ARTICLE XIV
ACCEPTANCE BY PARTIES**

We hereby state that the foregoing instrument consisting of pages numbered 1 to 41 inclusive is mutually acceptable to us, and we covenant to maintain it and obey its provisions during the period of its effectiveness.

Executed this 19th day of January, 2024.

ILLINOIS COUNCIL OF POLICE,
NORTHEASTERN ILLINOIS UNIVERSITY

By Richard L. Bruno

By _____

By _____

By _____

FOR NORTHEASTERN ILLINOIS UNIVERSITY

By Katrina E. Bell-Jordan

President

**ARTICLE XV
HIRING AGREEMENT**

Section 1 Law Enforcement Training and Expenses

The Employer agrees to pay for the costs of the Employee's law enforcement recruit training at an approved Police Academy when the Employer deems training necessary. For purposes of this provision, such costs shall constitute tuition and expenses incurred by such training.

If the Employee voluntarily resigns for any reason prior to three (3) calendar years from the date of his /her hire by the University, he/she shall repay a portion of the law enforcement recruit training tuition and expenses on the following basis:

Period of Employment	Percent Repayment
1-6 months	100%
6-18 months	75%
18-24 months	50%
24-36 months	25%

Repayment pursuant to the section shall not be required if an Employee is laid-off, discharged for cause, or terminated by the University during the probationary period.

The Employer agrees to "grandfather in" all Employees that are employed on the date this Agreement is signed and are covered under the Hiring Agreement in force in the prior contract expiring June 30, 2010.

**APPENDIX A
WAGES**

	7/1/23	1/1/24	7/1/24	7/1/25	7/1/26
Start	\$61,304.17	\$62,836.78	\$64,721.88	\$66,663.54	\$68,663.44
1 year	\$63,335.89	\$64,919.28	\$66,866.86	\$68,872.87	\$70,939.06
2 years	\$65,437.61	\$67,073.55	\$69,085.76	\$71,158.33	\$73,293.08
3 years	\$67,614.43	\$69,304.79	\$71,383.94	\$73,525.46	\$75,731.22
4 years	\$69,866.39	\$71,613.05	\$73,761.44	\$75,974.28	\$78,253.51
5 years	\$72,198.60	\$74,003.57	\$76,223.67	\$78,510.38	\$80,865.70
6 years	\$75,823.27	\$77,718.85	\$80,050.42	\$82,451.93	\$84,925.49
8 years	\$80,718.64	\$82,736.60	\$85,218.70	\$87,775.26	\$90,408.52
11 years	\$83,300.73	\$85,383.24	\$87,944.74	\$90,583.08	\$93,300.58

A. Employees shall be placed in accordance with the step plan shown in Addendum A which is effective July 1, 2014. For the year beginning July 1, 2014, the step plan shown in Addendum A which is effective July 1, 2014 shall become effective and be used by Employees who advance to the next highest step based on completion of an additional year of service, as calculated on their start date in the classification. Movement to the next step shall occur in the first pay period following completion of each full year of service.

B. Should the employer receive an insufficient salary adjustment appropriation from the State Legislature to fund the step movements in any fiscal year, it shall notify the Union that step movements shall be frozen effective June 30 of the preceding fiscal year. This notice shall be given no later than July 15 of the fiscal year in question. Upon request of the Union, the parties will meet to negotiate the impact of the step freeze either as part of a contractual salary re-opener or in a special re-opener to be held no later than 30 days from the date notice is given.

C. For the purpose of determining the hourly rate of pay, an employee's yearly compensation shall be divided by 2080 hours with the result being the hourly rate of pay.

D. The wage agreement provides for increases in each of the three contract years.

E. The increases by fiscal year are:

July 1, 2023– December 31, 2023 , a two and one half percent (2.5%) pay increase effective the date of contract execution;

January 1, 2024– June 30, 2024, a two and one half percent (2.5%) pay increase effective January 1, 2024;

July 1, 2024– June 30, 2025, a three percent (3%) pay increase effective July 1, 2024. July 1, 2025– June 30, 2026, a three percent (3%) pay increase effective July 1, 2025.

July 1, 2026– June 30, 2027, a three percent (3%) pay increase effective July 1, 2026.

Employees employed on the date of ratification of the collective bargaining unit are eligible to receive retroactive pay to July 1, 2023.

APPENDIX B GARRITY AND WEINGARTEN RIGHTS

Weingarten Rights

The rights of unionized employees to have present a union representative during investigatory interviews were announced by the U.S. Supreme Court in a 1975 case (*NLRB vs. Weingarten, Inc.*, 420 U.S. 251 (1975)). These rights have become known as the Weingarten rights.

Employees have Weingarten rights only during investigatory interviews. An investigatory interview occurs when a supervisor questions an employee to obtain information which could be used as a basis for discipline or asks an employee to defend his or her conduct.

If an employee has a reasonable belief that discipline or other adverse consequences may result from what he or she says, the employee has the right to request union representation. Management is not required to inform the employee of his/her Weingarten rights; it is the employee's responsibility to know and request. Management does have a responsibility, however, to inform you of your right to union representation.

When the employee makes the request for a union representative to be present management has three options:

- it can stop questioning until the representative arrives.
- it can call off the interview or,
- it can tell the employee that it will call off the interview unless the employee voluntarily gives up his/her rights to a union representative (an option the employee should always refuse.)

Employers will often assert that the only role of a union representative in an investigatory interview is to observe the discussion. The Supreme Court, however, clearly acknowledges a representative's right to assist and counsel workers during the interview.

The Supreme Court has also ruled that during an investigatory interview management must inform the union representative of the subject of the interrogation. The representative must also be allowed to speak privately with the employee before the interview. During the questioning, the representative can interrupt to clarify a question or to object to confusing or intimidating tactics.

While the interview is in progress the representative cannot tell the employee what to say but he may advise them on how to answer a question. At the end of the interview the union representative can add information to support the employee's case.

Garrity Rights

Garrity Warning: The Garrity ruling (*Garrity v. New Jersey*, 385 U.S. 493 (1967)) fundamentally addressed evidentiary issues with regard to criminal proceedings. The case involved police officers who were being investigated for alleged fixing of traffic tickets. During the investigation the officers were told that anything they said might be used against them in any state criminal proceeding and they had the privilege to refuse to answer if the

they refused to answer they would be subject to removal from office. In summary, the court held that a later prosecution cannot constitutionally use statements (or their fruits) coerced from the employee by a threat of removal from office if he/she fails to answer the question.

A Garrity warning waives the government's right to discipline an employee for remaining silent, but preserves its right to use any statement the employee voluntarily makes against him/her in a subsequent criminal prosecution. Notably absent is information about an employee's Weingarten Rights. Despite all the warnings and legal language, employees still have a right to union representation. Employees need to remember that despite assurances that any information will not be used against them in a criminal proceeding; there are no assurances that the information will not be used against them in administrative or disciplinary proceedings.

Garrity Warning Public Employees Only: A warning given to an employee by an employer during an employment investigation that requires the employee to either provide information or be discharged for refusing to provide information. If such a warning is given, the employee may object to the use of such information in a subsequent criminal proceeding on the basis that a self-incriminating statement was made under duress.

Sample Garrity Warning:

I wish to advise you are being questioned as part of an official investigation of your employer. You will be asked questions specifically, directly and narrowly related to performance of your official duties or fitness for office. You are entitled to all the rights and privileges guaranteed by the law and the Constitution of the United States, including the right not to be compelled to incriminate yourself. I further wish to advise you that if you refuse to testify or to answer questions relating to the performance of your official duties or fitness for duty, you could be subject to discharge. If you do answer, neither your statement, nor any information or evidence which is gained by reason of such statement, can be used against you in any subsequent criminal proceedings. However, these statements may be used against you in relation to subsequent discipline.

_____ (Date)

_____ (Employer Signature)

_____ (Employee Signature)

APPENDIX C
(50 ILCS 725/) Uniform Peace Officers' Disciplinary Act

UNIFORM PEACE OFFICERS DISCIPLINARY ACT

50 ILCS 725/1. __[Short title]

Sec. 1. This Act shall be known and may be cited as the "Uniform Peace Officers' Disciplinary Act".

50 ILCS 725/2. __[Definitions]

Sec. 2. For the purposes of this Act, unless clearly required otherwise, the terms defined in this Section have the meaning ascribed herein:

a) "Officer" means any peace officer, as defined by Section 2-13 of the Criminal Code of 1961 [720 ILCS 5/2-13], as now or hereafter amended, who is employed by any unit of local government or a State college or university, including supervisory and command personnel, and any pay-grade investigator for the Secretary of State as defined in Section 14-110 of the Illinois Pension Code [40 ILCS 5/14-110], not including Secretary of State sergeants, lieutenants, commanders or investigator trainees. The term does not include crossing guards, parking enforcement personnel, traffic wardens or employees of any State's Attorney's office.

(b) "Informal inquiry" means a meeting by supervisory or command personnel with an officer upon whom an allegation of misconduct has come to the attention of such supervisory or command personnel, the purpose of which meeting is to mediate a citizen complaint or discuss the facts to determine whether a formal investigation should be commenced.

(c) "Formal investigation" means the process of investigation ordered by a commanding officer during which the questioning of an officer is intended to gather evidence of misconduct which may be the basis for filing charges seeking his or her removal, discharge or suspension in excess of 3 days.

(d) "Interrogation" means the questioning of an officer pursuant to the formal investigation procedures of the respective State agency or local governmental unit in connection with an alleged violation of such agency's or unit's rules which may be the basis for filing charges seeking his or her suspension, removal, or discharge. The term does not include questioning (1) as part of an informal inquiry or (2) relating to minor infractions of agency rules which may be noted on the officer's record but which may not in themselves result in removal, discharge or suspension in excess of 3 days.

(e) "Administrative proceeding" means any non-judicial hearing which is authorized to recommend, approve or order the suspension, removal, or discharge of an officer.

50 ILCS 725/3. __[Interrogation]

Sec. 3. Whenever an officer is subjected to an interrogation within the meaning of this Act, the interrogation shall be conducted pursuant to Sections 3.1 through 3.11 of this Act [50 ILCS 725/3.1 through 50 ILCS 725/3.11].

.1. The interrogation shall take place at the facility to which the investigating officer is assigned, or at the precinct or police facility which has jurisdiction over the place where the incident under investigation allegedly occurred, as designated by the investigating officer.

§ 50 ILCS 725/3.2. __[Notice in writing; notice of names of complainants; information necessary to preparation of defense]

Sec. 3.2. No officer shall be subjected to interrogation without first being informed in writing of the nature of the investigation. If an administrative proceeding is instituted, the officer shall be informed beforehand of the names of all complainants. The information shall be sufficient as to reasonably apprise the officer of the nature of the investigation.

50 ILCS 725/3.3. __[Time of interrogation]

Sec. 3.3. All interrogations shall be conducted at a reasonable time of day. Whenever the nature of the alleged incident and operational requirements permit, interrogations shall be conducted during the time when the officer is on duty.

50 ILCS 725/3.4. __[Name of officer in charge; name of interrogators]

Sec. 3.4. The officer under investigation shall be informed of the name, rank and unit or command of the officer in charge of the investigation, the interrogators, and all persons present during any interrogation except at a public administrative proceeding.

50 ILCS 725/3.5. __[Length of interrogation]

Sec. 3.5. Interrogation sessions shall be of reasonable duration and shall permit the officer interrogated reasonable periods for rest and personal necessities.

50 ILCS 725/3.6. __[Abusive, offensive language prohibited]

Sec. 3.6. The officer being interrogated shall not be subjected to professional or personal abuse, including offensive language.

50 ILCS 725/3.7. __[Record of interrogation; copy]

Sec. 3.7. A complete record of any interrogation shall be made, and a complete transcript or copy shall be made available to the officer under investigation without charge and without undue delay. Such record may be electronically recorded.

50 ILCS 725/3.8. __[Miranda warning]

Sec. 3.8. No officer shall be interrogated without first being advised in writing that admissions made in the course of the interrogation may be used as evidence of misconduct or as the basis for charges seeking suspension, removal, or discharge; and without first being advised in writing that he or she has the right to counsel of his or her choosing who may be present to advise him or her at any stage of any interrogation.

50 ILCS 725/3.9. __[Right to counsel]

Sec. 3.9. The officer under investigation shall have the right to be represented by counsel of his or her choosing and may request counsel at any time before or during interrogation. When such request for counsel is made, no interrogation shall proceed until reasonable time and opportunity are provided the officer to obtain counsel.

If a collective bargaining agreement requires the presence of a representative of the collective

entative shall be present during the interrogation, unless this requirement is waived by the officer being interrogated.

50 ILCS 725/3.10. __[Admissions or confessions]

Sec. 3.10. Admissions or confessions obtained during the course of any interrogation not conducted in accordance with this Act may not be utilized in any subsequent disciplinary proceeding against the officer.

50 ILCS 725/3.11. __[Polygraph test; refusal]

Sec. 3.11. In the course of any interrogation no officer shall be required to submit to a polygraph test, or any other test questioning by means of any chemical substance, except with the officer's express written consent. Refusal to submit to such tests shall not result in any disciplinary action nor shall such refusal be made part of his or her record.

50 ILCS 725/4. __[Constitutional rights]

Sec. 4. The rights of officers in disciplinary procedures set forth under this Act shall not diminish the rights and privileges of officers that are guaranteed to all citizens by the Constitution and laws of the United States and of the State of Illinois.

50 ILCS 725/5. __[Application]

Sec. 5. This Act does not apply to any officer charged with violating any provisions of the Criminal Code of 1961 [720 ILCS 5/1-1], or any other federal, State, or local criminal law.

50 ILCS 725/6. __[Collective bargaining agreement]

Sec. 6. The provisions of this Act apply only to the extent there is no collective bargaining agreement currently in effect dealing with the subject matter of this Act.

50 ILCS 725/7. __[Retaliatory action prohibited]

Sec. 7. No officer shall be discharged, disciplined, demoted, denied promotion or seniority, transferred, reassigned or otherwise discriminated against in regard to his or her employment, or be threatened with any such treatment as retaliation for or by reason of his or her exercise of the rights granted by this Act.

**APPENDIX D
DUES AUTHORIZATION FORM**

**I.C.O.P.S. APPLICATION FOR MEMBERSHIP
AND DUES DEDUCTION AUTHORIZATION**



I hereby voluntarily apply for membership in the **Illinois Council of Police** and authorize said Union to represent me as my exclusive collective bargaining representative to negotiate on my behalf all terms and conditions of employment, either into agreements on my behalf and to otherwise represent me in any and all claims and matters arising out of my employment. I hereby agree to be bound by the Constitution and By-Laws of the **Illinois Council of Police** and by any collective bargaining agreements negotiated by the Union with my Employer.

I authorize and direct my Employer _____ to deduct from my wages each pay period as provided by the Agreement between the Union and said Employer the monthly dues which may be charged by the Union in order to maintain my membership in good standing.

This authorization shall continue for the term of this contract, any extension thereof, and any successive collective bargaining agreements, unless revoked, though the dues may change from time to time. This authorization may only be revoked through written notice to the Union sent via certified mail during the ten (10) calendar day period commencing one year after the date on this card and during the same period each successive year.

Print Name _____ Job Title _____

Signature _____ Date _____

Address _____
Street City State Zip

Email _____ Date of Birth _____

Telephone _____ Cell _____

White-Union copy

Yellow-Payroll copy

Pink-Member copy

APPENDIX E UNIFORM AND EQUIPMENT LIST

The Employer will replace uniform and equipment items listed herein when such replacement is made necessary by normal wear and tear or in the performance of their duties, and then only after inspection and approval by the Employer. Officers shall be responsible for maintaining all uniforms and equipment in a serviceable manner and are required to promptly report to the department all items damaged or lost in the performance of their duties. Uniform and equipment items lost or damaged due to negligence or circumstances not related to the performance of the Officer's duties must be promptly reported to the department and replaced at the Officer's expense.

The basic uniform and equipment of the Officer will consist of:

Trousers, all weather 4	Holster, sidearm
Shirt, summer, in color 4	Carrier, magazine, double 1
Shirt, winter, in color 3	Case, handcuff, double 1
Sweater, winter 1	Handcuffs, double lock with keys 1
Coat, winter, with zip-out liner 1	Baton, ASP, 21 inches 1
Raincoat, reversible, full-length 1	Holder, baton 1
Hat, police, dress with cover 1	Pepper spray, OC 1
Hat, baseball with police markings 1	Holder, pepper spray 1
Hat, stocking with police markings 1	Radio, police, with shoulder mic 1
Tie, clip on 3	Holster, radio 1
Nametags, 2	Clip, shoulder, radio 1
Badges, police, star 3	Holster, flashlight 1
Badges, hat 1	Pouch, gloves 1
Identification, police, with carrier 1	Carrier, vest, interior, with tails 1
Patches, shoulder, all shirts, sweaters	Mask, protective, CPR, micro-shield 1
Jackets as required	Vest, ballistic, level 2A with full front side, and back coverage 1
Belt, Duty, with 4 keeps 1	

Equipment and basic uniform that is issued to the employee are considered university property. Upon termination of employment, all items issued must be returned no later than their last date of employment.