

AGREEMENT

by and between

**THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS**

and

**ILLINOIS PEACE OFFICERS
LODGE NO. 10, FRATERNAL ORDER OF POLICE
(SUPERVISORS)**

September 1, 2001 through August 31, 2006

A G R E E M E N T

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**THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS**

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**ILLINOIS PEACE OFFICERS
LODGE NO. 10, FRATERNAL ORDER OF POLICE (SUPERVISORS)**

Effective from September 1, 2001 through August 31, 2006.

This Agreement made and entered into by and between the Board of Trustees of the University of Illinois, a public corporation (hereinafter referred to as EMPLOYER) and Illinois Peace Officers, Lodge No. 10, Fraternal Order of Police (Supervisors) (hereinafter referred to as LODGE) in behalf of certain nonacademic employees of the Employer identified in ARTICLE III hereof.

ARTICLE I AUTHORIZATION AND PURPOSE

Section 1. Authorization.

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

Section 2. Purpose.

- (a) It is the intent and purpose of this Agreement to promote sound and mutually beneficial relationships between the Employer and the Lodge.
- (b) Employer's supervisors and Lodge representatives are assigned a special responsibility for the faithful application of this Agreement. The Employer and the Lodge will each train these representatives in the terms and conditions of this Agreement, and particularly in the use of the procedures provided herein and in Policy and Rules for resolving employment questions. The Employer and the Lodge are committed to the uninterrupted effective performance of the teaching, research and public service function of the University.

ARTICLE II LIMITATIONS

Section 1. Limitations.

- (a) This Agreement is subject to: (1) applicable Federal and State laws as they may be amended from time to time; (2) rules and regulations of State Universities Civil Service System as

they may be amended from time to time; (3) rules and regulations of State Universities Retirement System as they may be amended from time to time; (4) the Statutes and Rules promulgated by the Board of Trustees of the University of Illinois as they exist on the effective date of this Agreement; (5) provisions of Policy and Rules as they exist on the effective date of this Agreement, or as amended; each of which is incorporated herein by reference.

- (b) In the event of conflict among any of the foregoing and any provision of this Agreement, the former shall prevail, except where a deviation from the time is set out in express terms herein
- (c) Previous agreements and commitments by and between the Parties, contradictory to provisions hereof, are agreed to be null and void as of the effective date of this Agreement. This Agreement is the entire agreement between the parties but this Agreement may be amended in written form and signed by an authorized official of each party.

ARTICLE III NEGOTIATIONS AND EXCLUSIVE RECOGNITION

Section 1. Classes Represented.

Employer recognizes the Lodge as the exclusive representative for a single negotiation unit consisting of supervisory employees in the following classes as defined or established by State Universities Civil Service System and employed by Employer at the University of Illinois at Chicago.

POLICE SERGEANT
POLICE LIEUTENANT

but excluding (except as set forth above) those excluded employees as set forth in 5 ILCS 315/6 of the Illinois Public Labor Relations Act. This exclusive representation is for purposes of determining appropriate ranges of compensation or rates of compensation and other conditions of employment to be recommended to State Universities Civil Service System.

Section 2. New Classes and Recognition.

Employer agrees that if any new civil service class designations should be established for the same work presently being performed by those classes identified in Section 1 of this Article, said new classes will be treated as part of the single negotiations unit recognized by this Agreement.

Section 3. Equal Opportunity.

There will be no discrimination by either Lodge or Employer with respect to any applicant or candidate for employment or employee because of race, creed, color, national origin, religion, marital status, sex, age, sexual orientation, disability, or status as disabled veteran or veteran of the Vietnam era, (except as provided by Civil Service Statutes).

Section 4. Rights of Employer.

The Lodge recognizes the right of Employer to manage its operations and to plan, direct, and control the policies and conditions of employment of its employees insofar as such policies are not inconsistent with the express provisions of this Agreement. Employer recognizes the interests of the Lodge in any changes which materially affect the working conditions of those represented by the Lodge, and will keep the Lodge informed as to such changes.

Section 5. Protected Activity.

Each employee may make his/her own personal decision with respect to Lodge or other employee organization membership, without intimidation or coercion. There will be no discrimination against any employee because the employee is acting as representative of the Lodge or its members or other nonacademic employees pursuant to the provisions of this Agreement or of Policy and Rules.

Section 6. Lodge Activity.

- (a) The Lodge and its members will not solicit membership or carry on Lodge activity on University premises with employees of the Employer during working hours. A Lodge officer, with permission of proper authorities, may leave his assigned work to investigate a grievance or to present matters according to Policy and Rules.
- (b) Upon approval by the Employer, the Lodge may have posted certain notices and bulletins upon bulletin boards designated by the Employer. These notices and bulletins will be on the official letterhead of the Lodge, being signed by an officer thereof. Notices and bulletins permitted to be posted are:
 - 1. Notices of Lodge meetings;
 - 2. Notices of Lodge elections;
 - 3. Notices of Lodge appointments and results of Lodge elections,

and any others which the Employer may approve from time to time. The number of copies which the Lodge wishes to have posted, plus one, will be filed with Employer's Labor Relations Office.

Section 7. Notification of Recognition.

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

ARTICLE IV WAGES

Section 1. Wages (Method of Establishment).

Wages specified herein have been, and shall in the next subsequent Agreement be, established in negotiations by and between the Parties who shall determine and recommend to the State Universities Civil Service System, levels of compensation which take into account the rate of compensation generally paid for similar work in the locality in which the work is to be performed.

Section 2. Wages (Effective Date).

Wages established in this Agreement shall become and remain effective as specified in Appendix "A", attached hereto and a part hereof.

Section 3. Wages (Basic Straight Time).

- (a) Basic straight time hourly wages are hereby defined as those payable for work performed during the five (5) normal ly scheduled work days in a work week, but for not more than eight (8) hours' work during any one of the aforesaid five (5) days.
- (b) Basic straight time hourly wages are and shall be as set forth in Appendix "A", attached hereto and a part hereof.

Section 4. Wages (Overtime).

- (a) The Employer will make known to employee that he/she is expected to do overtime work as far in advance as practicable, which the Employer alone may define. The Employer will not be obligated to so notify employees if doing so would cause the dissemination of information which the Employer determines should remain confidential.
- (b) When the Employer requires employees covered in this Agreement to perform overtime work of any kind, the employee with least amount of charged overtime shall b e first called and given opportunity to serve provided, however, that the employee (or employees) summoned have not been previously assigned to work and are not working during the hours for which said overtime is required. In the event insufficient volunt eers agree to perform the required overtime, the appropriate supervisor shall assign one (1) or more employees sufficient to perform the overtime work required, such assignment being made on the basis of first assignment of employees with the least amount of overtime charged to them; however, no employee shall be required to work two (2) consecutive sixteen (16) hour shifts.
- (c) Employees covered by this Agreement shall be compensated at one and one -half (1 1/2) times their regular hourly rate (as defined by F ederal Law) for time worked in excess of eight (8) hours per day or forty (40) hours per week. Overtime wages shall be paid by cash or check; or by mutually agreed compensatory time off, at one and one-half (1 1/2) times

hours of overtime worked in accordance with Policy and Rules. Overtime may only be performed pursuant to specific supervisory direction.

Section 5. Compensatory Time.

Compensatory time will be granted in accordance with Policy and Rules.

Section 6. Wages (Premium Paid for Work During Scheduled Days Off).

Work performed during an employee's first or second scheduled day off in a work week shall be paid at the rate of one and one-half (1 1/2) times their regular hourly rate. (Deviation from Policy and Rules.)

Section 7. Wages (Call-back).

- (a) Call-back is defined as an official assignment of work which does not continuously precede or follow an employee's regularly scheduled shift. Approved time -not-worked for the employee's convenience does not break the continuance of the shift referred to in the preceding sentence.
- (b) Employees who report back upon the Employer's premises at the time specified in the call -back, with no work being offered, shall be paid four (4) hours pay at overtime or premium rate, whichever is applicable. If the employee called back actually reports upon the Employer's premises at the time specified in the call -back, and performs the work assigned by the Employer, he/she shall receive a minimum of four (4) hours pay, or be paid for actual time worked, whichever is greater, at applicable overtime or premium rates.

**ARTICLE V
BENEFITS**

Section 1. Policy.

Employee benefits (e.g., Leaves of Absence, Retirement, Disability, Sick Leave, Holidays, Vacation and Personal Leave, Retirement and Interinstitutional Reciprocity) will be as set forth in Policy and Rules. Benefits under the control of the Employer will not be diminished during the life of this Agreement, and improvements in such benefits will be made applicable to employees covered by this Agreement on the same date that such improvements are made applicable to other employees of the Employer.

Section 2. Holiday Work Shift.

Employees covered by this Agreement whose shift starts at 10:30 p.m. the evening before a Holiday will be considered working the Holiday for the entire shift. (Deviation from Policy and Rules).

Section 3. Sick Leave Payment Regulations.

In order to receive payment of wages (at basic straight time hourly rates) during sick leave, the following conditions of eligibility must be satisfied:

- (a) The Employee must have sick leave accrued in his/her favor;
- (b) At the beginning of each period of sickness, the employee shall notify, or cause to be notified, his/her supervisor or that persons' designated representative, if his/her designated supervisor is not available, at least one (1) hour before his/her scheduled time to start work that he/she will be absent due to sickness or injury except when excused from this requirement by his/her designated supervisor, which excuse shall not be arbitrarily withheld, and
- (c) The Employer reserves the right to require reasonable evidence of sickness before allowing any sickness benefits whatsoever.

Section 4. Leaves of Absence.

Leaves of absence without pay may be granted, to the extent that there is no interference with Employer operations, to employees who are elected, delegated or appointed to attend National or State conferences, or educational seminars of the National or State Lodges. Any request for such leave shall be submitted in writing by the Lodge to the employee's department head and shall be answered in writing, no later than five (5) days following the request. This shall be limited to two (2) people for a total of sixty-four (64) hours a year.

ARTICLE VI WORKING RULES AND CONDITIONS

Section 1. Shift, Work Day and Work Week.

- (a) The shift shall consist of eight (8) consecutive hours of work.
- (b) The workday is a fixed and regularly recurring period of twenty-four (24) consecutive hours and begins at 12:01 a.m. each calendar day.
- (c) The workweek is a fixed and regularly recurring period of one hundred sixty-eight (168) hours - seven (7) consecutive twenty-four (24) hour periods - and begins at 12:01 a.m. Sunday. The full time work schedule in the workweek shall consist of one (1) eight (8) hour shift during each of five (5) consecutive days and shall not exceed forty (40) hours of work.

Section 2. Shift Schedule.

- (a) No change shall occur in an employee's regular work schedule to obviate overtime pay, premium pay, or holiday work. However, it is understood that work forces may be reduced during holidays without changes of shifts.

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

Section 3. Selection of Vacation Periods, Shifts and Days Off.

The Employer accepts the principle of seniority in selection of vacation periods, shifts, days off by employees covered by this Collective Agreement. So long as it is not detrimental to the continued efficient functioning of Employer's activities, Employer shall continue to permit selection of shifts, vacations and days off on the basis of seniority. The Employer reserves the right, however, to exercise final decision regarding vacations, days off, and shift assignments if seniority must be disregarded in the interest of the efficient functioning of Employer's operation.

Section 4. Lunch Periods.

Lunch periods are paid time included within the eight (8) hour work shift of employees covered herein, but such lunch periods shall be taken as operations of the service permit and at a place approved by the responsible supervising officer.

Section 5. Labor-Management Conferences.

- (a) The Lodge and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Lodge representatives representing employees covered by this agreement and responsible administrative representatives of the Employer. Such meetings may be normally requested at least seven (7) days in advance by either party by placing in writing a request to the other for a "labor-management conference" and expressly providing the agenda for such meeting. Such meetings and locations shall be mutually agreed to before being held, and the purpose of any such meeting shall be limited to:
 - (i) Discussion on the implementation and general administration of this Agreement.
 - (ii) A sharing of general information of interest to the Parties.
 - (iii) Discussion of suggestions pertaining to departmental operations which have been submitted by the Lodge.
 - (iv) Notifying the Lodge of changes in non-bargaining conditions of employment contemplated by the Employer which may affect employees.
- (b) It is expressly understood and agreed that such meeting 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 meetings.
- (c) When absence from work is required to attend "labor-management conferences," Lodge members shall, before leaving their work stations, give reasonable notice to and receive

approval from, their supervisor in order to remain in pay status. Supervisors shall approve the absence except in emergency situations. Lodge members attending such conferences shall be limited to two (2). Travel expenses associated with any "labor -management conferences" shall be the responsibility of the employee.

Section 6. Assignment to Other Duties.

- (a) Employees covered by this Agreement may be assigned to other duties not inconsistent with their job specifications in uniform or plain clothes as directed.
- (b) Police personnel covered by this Agreement will be paid for any function the Employer directs them to attend.

Section 7. Special Services Details.

- (a) Special Services Details may be activated for indefinite periods from time to time. The Chief of Police or his/her designee will select and appoint to such details from a roster of volunteers, employees who, in his/her opinion, are qualified to perform the services required. If no such qualified employees volunteer for the special service details, the Chief of Police or his/her designee shall appoint qualified employees to perform the services required.
- (b) A notice of Special Services Details opening shall be posted for a period of five (5) working days to allow employees adequate time to volunteer. If an employee is not accepted for an assignment, a reasonable explanation will be tendered to the employee if he/s he requests such explanation.

Section 8. Uniforms and Equipment.

- (a) At no cost to workers covered in this Agreement, the Employer will furnish uniform articles and equipment as follows:

Star	Targets
Shoulder patches	Special weapons
Target practice and other ammunition	Flashlights & batteries
Caps, winter & summer	Shirts
Trousers, winter & summer	Blouses
Raincoat	Car Coat
Rain hat	Cap braid or band
Cap shield	Collar rank insignia
	Soft body armor and exterior carriers and;

other accoutrements and/or clothing articles as deemed necessary by the Employer from time to time.

- (b) Maintenance and preservation of good order of uniform articles shall be the responsibility, and for the account of each individual worker.

(c) Replacement of uniform articles provided by the Employer shall be for account of the Employer when such replacement is made necessary by normal wear and tear, and then only after inspection and approval by the Employer.

(d) Clothing and equipment will be furnished by the employee as follows:

- 1) Weapon (hand gun) as approved by the Chief of Police.
- 2) Holster, leather, with flap or safety strap over weapon, plain black. Shoulder holsters being prohibited when in uniform.
- 3) Watch (timepiece).
- 4) Police club, regulation 22", with carrying strap.
- 5) Pen and pencil.
- 6) Clothing:

Underclothing	Leather belt
Shoes	Ties
Socks	

(e) The Employer agrees to repair or replace as necessary an officer's safety glasses furnished by the University and prescription safety sun glasses, if such are damaged or broken, if during the course of University duties, the officer is required to exert physical force or is attacked by another person.

(f) Clothing Allowance.

Effective September 1, 2001, employees covered in this Agreement who are assigned to Special Services Details will receive a clothing allowance of per year after service on a Special Service Detail for ninety (90) days as follows:

- (a) Effective September 1, 2001 - \$700.00
- (b) Effective September 1, 2002 - \$725.00
- (c) Effective September 1, 2003 - \$750.00
- (d) Effective September 1, 2004 - \$775.00
- (e) Effective September 1, 2005 - \$800.00

This allowance will be paid once per year. Employees who have served less than one (1) year but more than ninety (90) days as of the termination of this agreement will receive a prorated share of the clothing allowance based upon the percentage of time in the Special Services Detail.

Section 9. Polygraph Examinations.

The Employer agrees that the police personnel covered in this Agreement will not be ordered to take a polygraph examination during the term of this Agreement.

Section 10. Medical Service, Emergency.

In accordance with Policy and Rules the Employer will provide to employees covered in this Agreement emergency medical service in case of anyone becoming ill while on duty.

Section 11. Lodge Records.

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

Section 12. Lay Offs

- (a) Will be made in accordance with Policy and Rules.
- (b) At the written request of an employee, the Employer may lay off that individual employee without regard to the notice provisions set forth in Policy and Rules and State Universities Civil Service System, Statute and Rules.

Section 13. Police School Training.

A program of Police School Training for covered employees will be developed jointly by a committee from the covered employees and the Chief of Police.

**ARTICLE VII
DISCIPLINE PROCEDURE**

Reprimand, Suspension, Demotion, and Discharge.

- (a) Whenever it is the intent of the Employer to suspend, demote, or discharge any employee, upon written request of the employee, a written copy of the intent will be forwarded to the Lodge.
- (b) Appeals from reprimand or suspension actions shall be in accordance with the grievance procedures outlined below.
- (c) Appeals from demotion or discharge actions shall be in accordance with Statute and Rules of the State Universities Civil Service System of Illinois.
- (d) Discipline in the department shall be progressive, applied firmly, consistently and impartially. Disciplinary measures shall be consistent with those outlined in Chapter VI, Section 250.110 of the Civil Service System Statute and Rules and Policy #16, of Policy and Rules, to include oral and written reprimands. Employees shall have the right of access to their personnel and discipline files at reasonable times and intervals in accordance with the provisions of 820 ILCS 40/1 et. seq. (Illinois Employee Access to Records Act).

ARTICLE VIII GRIEVANCE PROCEDURE

- (a) Definition - a grievance shall be defined as any complaint by an employee or by the Lodge, arising in the course of employment which alleges a violation of a Section or Sections of this Agreement. It is the intent of the Parties to extend to each employee a right to a fair hearing on any grievance.
- (b) Duties - each supervisor and each employee has an obligation to make every effort to resolve employment relations problems as they arise. In any case where this effort fails, an appeal may be taken to a higher authority, pursuant to procedures set forth herein.
- (c) Representation - each employee shall have the right to Lodge representation at grievance meetings and hearings, as described in Section 8 of the Illinois Public Labor Relations Act (5 ILCS 315/1 et. seq.).
- (d) Discipline and Discharge - no employee shall be disciplined or discharged except for just cause.
- (e) Legislative Authority - nothing in this Agreement shall be construed to eliminate or reduce in any way the rights accorded employees under State Universities Civil Service System Statute and Rules, or the Illinois Public Labor Relations Act. Employees who wish to grieve a discharge or demotion shall follow the State Universities Civil Service System procedures set forth for that purpose.
- (f) Time spent investigating or presenting a grievance by an employee or his/her representative (if the representative is an employee of the Employer) shall be compensated fully at the basic straight time wage or salary rate, but only for time spent during a regularly scheduled workday and shift. Paid time will not be allowed for time spent outside the regular shift. In no event shall an employee leave his/her assigned duties without the knowledge and permission from his/her designated supervisor. Permission shall not be unreasonably denied.
- (g) Scheduling of Meetings - employees who work a shift which begins after 6:00 p.m. and ends prior to 7:30 a.m. may have said shift adjusted to accommodate a grievance hearing to be held during the normal day shift. Notwithstanding the above, the Employer may schedule grievance meetings/hearings during an employee's regularly scheduled shift if required by needs of the operation.

The grievance resolution procedure contained herein applies to all employees covered by this Agreement.

Section 2. Supervisor and Employee Responsibilities - Informal Step.

- (a) Employee-Supervisor Discussion. An employee who has a complaint shall discuss the complaint with his/her designated supervisor in an effort to settle same. An employee may do this personally, or through the Lodge. The employee shall discuss the matter with the designated supervisor within five (5) working days of the event.
- (b) Additional Discussion Participants. If the designated supervisor and the employee or the Lodge, after full discussion, feel the need for aid in arriving at a resolution they may by agreement invite such other additional University or Lodge representatives as may be necessary and available, to participate in further discussions. Such additional participants shall act as resource personnel but shall not relieve the designated parties from the responsibility for resolving the problem. If the supervisor fails to discuss the matter with the employee, the employee may proceed to submit a formal grievance. If the parties agree that additional persons are needed to resolve the matter, such meeting shall take place no later than five (5) workdays after the initial discussion. Time limits for this meeting may be extended by mutual agreement.
- (c) Submission of Complaint in Writing. The above procedure, if followed in good faith by both parties, should lead to a fair and prompt solution of most of the daily employer - employee problems. However, if a complaint is not satisfactorily resolved, it may be reduced to writing and filed promptly as a formal grievance.
- (d) Formal Grievance. A formal grievance may be filed under the steps indicated below by an employee, or by a group of employees, or by the Lodge.

Section 3. Step 1 - Departmental Level.

- (a) Filing of Grievance with Supervisor. To be considered formally, a grievance must be filed in writing with the employee's designated supervisor. It must also be submitted within twenty-one (21) calendar days after the occurrence leading to the grievance or within twenty-one (21) calendar days after the employee should reasonably have known of the facts giving rise to the grievance. This time limit –
 - 1. Does not include time spent in efforts to resolve a complaint informally;
 - 2. Does not apply to requests for position classification review;
 - 3. May be extended for just cause by mutual agreement of the Employer and Lodge.

The written grievance need not follow any particular format, but must include:

- 1. A clear statement of the grievance which includes a description of the grieved action/inaction of the Employer.
- 2. State Section or Sections of the Agreement the grievant believes to have been violated.
- 3. A report on the effort to settle informally including such facts as may be of aid in arriving at a prompt and definitive resolution and the redress sought by the grievant. A grievance form is available for convenience, but there is no requirement that it be used. The designated supervisor will review his/her earlier informal decision. The supervisor may change, modify, or affirm this decision. If he/she changes the decision

in a way to effect an informal agreement with the employee or Lodge, this will dispose of the grievance. If the supervisor's answer due within five (5) working days of the receipt of the written grievance is not acceptable to the employee or the Lodge, the supervisor will add a statement to this effect to the written grievance and shall note the date he/she received the written grievance and forward it to the Department Head within two (2) workdays after its receipt.

- (b) Department Head Deliberation. The Department Head shall consider and answer the grievance in writing not later than ten (10) workdays following the date upon which it was formally presented to the employee's designated supervisor. If the Department Head fails to answer within these ten (10) days, or if the Department Head's answer does not resolve the grievance acceptably to the employee or the Lodge, it may be appealed to the Chancellor providing the appeal is filed in writing within seven (7) workdays after the Department Head's answer is received or due. Any decision by a Department Head that does not resolve the matter may be appealed within seven (7) work days after it is received.

Section 5. Step 2 - Campus level.

- (a) Chancellor Investigation. Upon receipt of an appeal the Chancellor, or an official designated to act for him/her, will make such investigation as he/she thinks necessary and will render a decision within seven (7) calendar days after the conclusion of the investigation or the close of any hearings. If the Chancellor fails to do so, or if his/her decision is unacceptable it may be appealed by the Lodge or the employee to the Director of Human Relations and University Equal Opportunity in the Office of the President of the University, providing it is done in writing seven (7) calendar days after such decision is received or due.

If the matter is appealed to the Director of Human Relations and University Equal Opportunity in the Office of the President of the University, the Chancellor or his/her designee should make available to him/her the existing record of the case, including a copy of the written grievance, the resolution sought, and the Campus Level decision and reasons thereof.

Section 6. Step 3 – Director of Human Relations and University Equal Opportunity in the Office of the President of the University Level

- (a) Upon receipt of an appeal the Director of Human Relations and University Equal Opportunity in the Office of the President of the University or his/her designee, will make a complete and thorough review of the written record of the grievance, request any additional information or conduct any further investigation he/she feels necessary. The Director of Human Relations and University Equal Opportunity or his/her designee, shall then determine if the written information provides adequate documentation of the grievance and issue a written decision or he/she shall offer a hearing for the purpose of obtaining additional information and issue a written decision thereafter. In either case the written decision shall be issued within thirty (30) calendar days after receipt of the appeal.

Section 7. ARBITRATION

- (a) If the grievance has not been resolved at Step Three of the procedure, the Lodge may appeal the grievance to arbitration, providing the request for arbitration is submitted within twenty-one (21) calendar days after the decision at Step Three was received or due, and providing arbitration is not precluded under this Agreement. Costs of the arbitration, including the fee of the Chairperson, shall be equally divided between the Lodge and the University, except that each party will be responsible for any expense; (1) incurred in the preparation and presentation of its own case, and (2) for the salary and expenses of its own arbitrator. Costs incurred for the services of a Court Reporter and the production of a transcript shall be equally divided by the Lodge and the University; however, refusal by either party to share these costs shall prohibit that party from obtaining any record (transcription) of the arbitration hearing.
- (b) Arbitration is not available in the following instances:
1. When the Issue is Position Classification. Position classifications shall not be subject to this grievance procedure but shall be resolved in accordance with procedures established in Policy and Rules; more particularly Rule 3.04, Regulation 3.041, excluding any reference to pay or University Plan.
 2. Where the issue is a demotion or discharge, which is governed by 110 ILCS 360.
 3. When the issue is termination or dismissal from any nonstatus or probationary appointment.
- (c) An appeal of a grievance by the Lodge may be instituted by filing with the Office of the Associate Vice President for Administration and Human Resources a request for arbitration, stating the issue of the original grievance to be arbitrated, and designating one (1) member of the Arbitration Board.
- (d) The Associate Vice President for Administration and Human Resources, or his/her designee, shall designate a second member of the Arbitration Board who shall be acceptable to the appropriate Chancellor. Within ten (10) calendar days after designation these two (2) members of the Arbitration Board shall endeavor to agree on a third member, who shall act as Chairperson of said Board. In the event they cannot agree upon a Chairperson, the two (2) designated members of the Board shall, within ten (10) calendar days following disagreement on the selection of a third member, jointly request a list of five (5) arbitrators from the Director of Arbitration Services of the Federal Mediation and Conciliation Service, provided that one (1) such panel may be rejected by either party in which event a request will be made for a second (2nd) panel.
- (e) Within fifteen (15) calendar days of receipt of such list the two (2) designated members of the Arbitration Board shall select a Chairperson for the Board by alternately striking names from the list. The party to strike the first name from the list shall be determined by the toss of a coin. The last remaining name on the list shall be the Chairperson.
- (f) If, for any reason, the person thus selected is unavailable, the procedure shall be repeated. If necessary, a new list shall be requested. The decision of the Arbitration Board shall be final and binding upon the Employer, Employee and the Lodge.
- (g) Dilatory tactics or actions shall not be permitted, and the designated members of the Arbitration Board shall make all good faith efforts to select a Chairperson within thirty (30)

calendar days, but in no event later than forty -five (45) calendar days after receipt of the list of arbitrators from the Federal Mediation and Conciliation Service.

- (h) Any time limit established here in may be extended for good cause, by mutual agreement of the Parties.

ARBITRATOR'S AUTHORITY

The arbitrator shall act in a judicial, not legislative capacity, and shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. He/she shall only consider and make a decision with respect to the specific issue or issues mutually specified by the Parties to be submitted for arbitration, and shall have no authority to make a decision on any other issue not so submitted to him/her. In the event the arbitrator finds a violation of the terms of this Agreement, he/she shall fashion an appropriate remedy. The arbitrator shall be without power to make a decision contrary to or inconsistent with or modifying or varying in any way the application of laws and rules having the force and effect of law. Although the decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented, the Arbitrator shall, where appropriate, give necessary consideration to applicable policies, rules, laws and procedures as well as past practice and parole evidence. A decision rendered consistent with the terms of this Agreement shall be final and binding subject to law.

ARBITRATOR'S DECISION

The decision of the arbitrator may be enforced at the instance of either Party or of the arbitrator as may be provided by law. At any time the Parties may, by mutual written agreement, amend or modify an arbitrator's decision. The arbitrator's decision shall be reviewable as may be provided by law. The pendency of such proceedings for review shall not automatically stay the order of the arbitrator.

ARTICLE IX SENIORITY

Section 1. Service and Seniority.

Service and seniority is governed by rules and regulations of the State Universities Civil Service System and the provisions of Policy and Rules.

Section 2. Roster.

The Employer will provide copies of rosters to the Lodge by class and lesser units, if any, showing each employee's seniority and relative position in such rosters when these are prepared for use of and distribution to its employing departments.

Section 3. Watch Commander Assignments for Sergeants.

(a) Method of Assigning Watch Commanders

The watch commander on each shift shall be assigned by the Chief of Police/designee from among the Sergeants working on each shift. If the Sergeant selected by the Chief of Police/designee as the watch commander is absent, Chief of Police/designee shall assign another sergeant to serve as acting watch commander.

(b) Hourly Rate for Serving as Watch Commander

Effective November 5, 2001, the Watch Commander shall receive in addition to his/her regular compensation an amount which equates to .75¢ less per hour than the Lieutenant hourly rate of pay during the life of this Agreement.

**ARTICLE X
IMPASSE RESOLUTION**

Section 1.

In the collective bargaining process impasse shall be defined as (a) failure to reach agreement by thirty (30) calendar days following the natural expiration date of the Agreement or such later date as mutually agreed upon, on any proposal which has been timely submitted for bargaining by either party, or (b) refusal of either or both parties to meet and negotiate in good faith in an effort to reach an agreement.

Section 2.

The resolution of any bargaining impasses shall be in accordance with the provisions of the Illinois Public Labor Relations Act, as amended.

Section 3.

The remedies for impasse resolution as contained in this Article shall be in addition to and not in lieu of any other legal rights which the Parties may have under State laws.

**ARTICLE XI
NO STRIKE**

Section 1.

No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown, or withholding of services. The Lodge agrees that neither it nor any of its officers or agents or members will call, institute, authorize, participate in, sanction or ratify any strike, work stoppage, slowdown, or withholding of services, during the term of this Agreement.

Section 2.

The Employer has the right to discipline employees in accordance with Policy and Rules, up to and including discharge for violating the provisions of this Article.

Section 3.

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

**ARTICLE XII
DUES DEDUCTION AND FAIR SHARE**

Section 1. Dues Deduction.

Upon receipt of a written and signed authorization card from an employee, the Employer shall deduct the amount of Lodge dues and initiation fee, if any, set forth in such card and any authorized increase therein, and shall remit such deductions monthly to the Secretary -Treasurer of the Lodge at the address designated by the Lodge in accordance with the laws of the State of Illinois. The Lodge shall advise the Employer of any increases in dues, in writing, at least thirty (30) calendar days prior to its effective date.

Section 2. Fair Share.

Pursuant to Section 3 (g) of the Illinois Public Labor Relations Act, the Parties agree that as of the date of the signing hereof, if a majority of the members of the bargaining unit recognized hereby have voluntarily authorized a deduction under Section 1 of this Article, or if the Lodge otherwise demonstrates and verifies to the Employer's satisfaction, in a manner acceptable to the Employer, that such majority of the members of said unit are dues paying members of the Lodge at the time, non-Lodge members employed in status positions in the unit, who choose not to become members within thirty (30) calendar days of employment or thirty (30) calendar days of the signing hereof, shall be required to pay a Fair Share Fee not to exceed the amount of dues uniformly required of members. Such Fair Share Fee shall be deducted from the employee's paycheck. Such involuntary deduction shall remain in effect for the duration of this Labor Agreement unless said amount is changed by action of the ISLRB. Such involuntary deductions shall be forwarded to the Lodge along with the deductions provided for in Section 1 of this Article.

Section 3.

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

Section 4.

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

Section 5.

The Lodge shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit, cost, expense, or any other form of liability, including attorney's fees and costs arising from or incurred as a result of any act taken or not taken by the Employer, its members, officers, agents, employees or representatives in complying with or carrying out the provisions of this Article; in reliance on any notice, letter or authorization forwarded to the Employer by the Union pursuant to this Article; and including any charge that the Employer failed to discharge any duty owed to its employees arising out of the Fair Share deduction.

Section 6.

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

Section 7.

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

ARTICLE XIII PERIOD COVERED, STATUS DURING NEGOTIATIONS

AND COMMENCEMENT OF NEGOTIATIONS

Section 1. Period Covered and Notice to Terminate or Modify Agreement.

This Agreement shall become effective at the start of the first shift beginning after 12:01 a.m., September 1, 2001 and remain in full force and effect through the completion of the last shift beginning prior to 11:59 p.m. August 31, 2006. This Agreement shall automatically be renewed thereafter from year to year unless either Party notifies the other, in writing, at least ninety (90) days prior to its expiration date of a desire to modify or terminate it, in which event negotiations will be undertaken no later than thirty (30) days thereafter without undue delay.

Section 2. Status During Negotiations.

Once the notice called for in Section 1 above has been given, this Agreement shall remain in full force and effect indefinitely throughout the negotiations until a new Agreement has been entered into; provided, however, that either Party may after the expiration date of the Agreement terminate the same by giving at least ten (10) days written notice of its intention to so terminate.

Section 3. Commencement of Negotiations.

The Party giving notice of a desire to modify the Agreement as provided for in Section 1 above shall commence negotiations by submitting in writing a detailed list of the modifications or changes desired. The Party receiving said notice may propose additional changes in the Agreement in writing.

Section 4. Possible Supplemental Wage Increase

- (a) If the University Labor Agreement which covers Police Officers provided a salary increase in excess of 3.0% for September 1, 2001 then any such excess over 3.0% will be included in the September 1, 2001 hourly rates set forth on Appendix "A".
- (b) If the University Labor Agreement which covers Police Officers provides a salary increase in excess of 3.0% for September 1, 2002 then any such excess over 3.0% will be included in the September 1, 2002 hourly rates for employees covered hereunder and a Supplemental Wage Agreement which reflects these wage increases will be executed between the parties.
- (c) If the University Labor Agreement which covers Police Officers I provides a salary increase in excess of 3.0% for September 1, 2003 then any such excess over 3.0% will be included in the September 1, 2003 hourly rates for employees covered hereunder and a Supplemental Wage Agreement which reflects these wage increases will be executed between the parties.
- (d) If the University Labor Agreement which covers Police Officers I provides a salary increase in excess of 3.0% for September 1, 2004 then any such excess over 3.0% will be included

in the September 1, 2004 hourly rates for employees covered hereunder and a Supplemental Wage Agreement which reflects these wage increases will be executed between the parties.

- (e) If the University Labor Agreement which covers Police Officers I provides a salary increase in excess of 3.0% for September 1, 2005 then any such excess over 3.0% will be included in the September 1, 2005 hourly rates for employees covered hereunder and a Supplemental Wage Agreement which reflects these wage increases will be executed between the parties.

IN WITNESS WHEREOF, the Parties hereto have hereunto affixed their hands
on this _____ day of _____, 20__.

ILLINOIS PEACE OFFICERS
LODGE NO. 10, FRATERNAL
ORDER OF POLICE (SUPERVISORS)

THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS

BY: _____
Comptroller

ATTEST: _____
Secretary

APPROVED: _____
Associate Vice President for
for Administration and Human
Resources

Vice Chancellor for Administration

Chief Negotiator

APPROVED AS TO LEGAL FORM:

University Counsel (date)

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APPENDIX "A"

TO THE

AGREEMENT BY AND BETWEEN

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

AND

ILLINOIS PEACE OFFICERS LODGE NO. 10, FRATERNAL ORDER OF POLICE (SUPERVISORS)

	Hourly Wage Effective Date <u>9/01/01</u>	Hourly Wage Effective Date <u>9/01/02</u>	Hourly Wage Effective Date <u>9/01/03</u>	Hourly Wage Effective Date <u>9/01/04</u>	Hourly Wage Effective Date <u>9/01/05</u>
Police Sergeant	\$31.94	\$32.90*	\$33.88*	\$34.90*	\$35.95*
Police Lieutenant	\$35.73	\$36.80*	\$37.90*	\$39.04*	\$40.21*

The 9-01-01 rates reflect .077% increase over 3.0% increase effective 9-01-01 pursuant to Article XIII, Section 4 of the Labor Agreement.

*Subject to the provisions of Article XII, Section 4 of the Labor Agreement

Employees promoted to Sergeant will receive the following percentage of the Sergeant rate of pay:

Start - 90%

After 1 year - 95%

After 2 years - 100%

Employees promoted to Lieutenant will receive the following percentage of Lieutenant rate of pay (not applicable to Sergeants on the payroll at September 1, 1993):

Start - 95%

After 1 year - 100%