

AGREEMENT
by and between

THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS

and

METROPOLITAN ALLIANCE OF POLICE
UNIVERSITY OF ILLINOIS
POLICE CHAPTER #381

EFFECTIVE SEPTEMBER 1, 2005 THROUGH AUGUST 31, 2008

December 28, 2006

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PREAMBLE

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 Metropolitan Alliance of Police, University Police Chapter #381 (hereinafter referred to as Chapter) in behalf of certain nonacademic employees of the Employer identified in ARTICLE III hereof.

ARTICLE I AUTHORIZATION AND PURPOSE

Section 1.1. 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 (115 ILCS 315/ et. seq.).

Section 1.2. Purpose.

- a) It is the intent and purpose of this Agreement to promote sound and mutually beneficial relationships between the Employer and the Chapter.
- b) Employer's supervisors and Chapter representatives are assigned a special responsibility for the faithful application of this Agreement. The Employer and the Chapter 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 Chapter are committed to the uninterrupted effective performance of the teaching, research and public service function of the University.

ARTICLE II LIMITATIONS

Section 2. 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 are amended from time to time; (5) provisions of Policy and Rules as they are amended from time to time.
- 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 same is set out in express terms herein.
- c) Previous agreements and commitments by and between the Parties, contradictory to provisions hereof, are agreed to be null and void as of the effective date of this Agreement. Any subsequent amendments to this Agreement must be in written form and signed by the authorized official(s) of each party.

ARTICLE III
NEGOTIATIONS AND EXCLUSIVE RECOGNITION

Section 3.1. Class Represented.

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

POLICE OFFICER

but excluding (except as set forth above) those excluded employees as set forth in 115 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 3.2. 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 that class identified in Section 3.1 of this ARTICLE, said new classes will be treated as part of the single negotiation unit recognized by this Agreement.

Section 3.3. Equal Opportunity.

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

Section 3.4. Rights of Employer.

Chapter recognizes the right of Employer to manage its operations and to plan, direct, and control the policies and conditions of employment of its employees, including layoffs and the impact thereof, insofar as such policies are not inconsistent with the express provisions of this Agreement. Employer recognizes the interests of Chapter in any changes which materially affect the working conditions of those represented by Chapter and will keep the Chapter informed as to such changes. The provisions of this section are not intended to permit a deviation from state laws, regulations, or Policy and Rules.

Section 3.5. Protected Activity.

Each employee may make his/her own personal decision with respect to Chapter 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 Chapter or its members or other nonacademic employees pursuant to the provisions of this Agreement or of Policy and Rules.

Section 3.6. Chapter Activity.

a) The Chapter and its members will not solicit membership or carry on Chapter activity on University premises with employees of the Employer during working hours. A Chapter officer, with permission of Chief of Police or his/her designee, may leave his/her assigned work to investigate a grievance or to present matters according to Policy and Rules. Chapter Executive Board Member(s) or designated Chapter members associated with contract negotiations; with the permission of the Chief of Police or his/her designee may discuss matters related to the contract with Chapter members who are on duty. On-duty Chapter members are also permitted to provide new officers a thirty minute orientation session during their first week of employment at a mutually agreed upon time and date convenient to the operations of the Employer.

b) Upon approval by the Employer, the Chapter 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 Chapter, being signed by an officer thereof. Notices and bulletins permitted to be posted are:

1. Notices of Chapter meetings
2. Notices of Chapter elections
3. Notices of Chapter appointments and results of Chapter elections;
4. And any others that the Employer may approve from time to time.

The number of copies that the Chapter wishes to have posted, plus one, will be filed with the Employer's Labor Relations Office.

Section 3.7. Notification of Recognition.

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

ARTICLE IV WAGES

Section 4.1. Method of Establishing Wages.

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. Such compensation will take into account the rate of compensation generally paid for similar work in the locality in which the work is to be performed.

Section 4.2. Wages.

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

Section 4.3. Wages (Basic Straight Time).

a) Basic straight time hourly wages are hereby defined as those payable for work performed

during the five (5) normally scheduled workdays in a workweek, 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 4.4. Wages (Salary Progression).

Effective on and retroactive to September 1, 2005, the Salary Progression Schedule that includes a 3.5% increase (per Survey) over FY 2005/2006 shall be as follows:

| Step | Hourly Rate | Percent of Top Step |
|-------------------|--------------------|----------------------------|
| A (start) | 23.21 | 73 |
| B (after 1 year) | 24.16 | 76 |
| C (after 2 years) | 25.44 | 80 |
| D (after 3 years) | 26.71 | 84 |
| E (after 4 years) | 27.98 | 88 |
| F (after 5 years) | 29.25 | 92 |
| G (after 6 years) | 30.52 | 96 |
| H (after 7 years) | 31.80 | 100 |

Section 4.5. General Overtime.

The Employer will make known to employees expected to do overtime work, the probability of its becoming necessary as far in advance thereof as practicable, in non-emergency situations per Section 4.6 herein and in cases of emergency which shall be per Section 4.7 herein. All officers working fixed schedules shall be eligible to work overtime.

The overtime assignment will be clearly posted with a detailed description of the duties required for said overtime assignment so that the affected officer can be prepared. Overtime assignments will be clearly posted as to the date, time, location, and type of dress required.

The affected overtime Employee will be equipped to perform the overtime assignment according to existing Department Policy and be assigned to duties as determined by the Employer. Once assigned, employees covered by this agreement shall not have their assignment changed except to further the goals and missions of the Department.

Section 4.6. Non Emergency Overtime

The Department shall post overtime assignments, if known, for bid no later than 48 hours prior to the start of the posted overtime. The employer will maintain an overtime book accounting for the total hours of overtime work by each officer. Once a bid is posted the officer, who has the least amount of overtime worked shall be granted the overtime position. In event, insufficient officers volunteer to perform the required overtime, the Employer shall assign sufficient officers to fill the required overtime positions. Such assignments shall be made based on first assigning officers with the least amount of regular overtime charged to them as reflected in the overtime-time record.

No officer shall be ordered to work more than sixteen (16) consecutive hours or two consecutive days of sixteen (16) hour shifts.

Employees assigned to Special Services Details are subject to being assigned to overtime work related to their details.

Section 4.7 Emergency Overtime

In the event of emergency overtime assignments, i.e. non-anticipated, non-pre-scheduled overtime, the Employer will request volunteers from the on-duty officers. Lacking sufficient officers to fill overtime officer will be assigned by the least amount of overtime charged in the overtime book

Section 4.8 Overtime Compensation and Compensatory Time

Employees covered by this Agreement shall be compensated at one and one-half (1 1/2) times their regular hourly rate (as defined by Federal law) for time worked in excess of eight (8) hours per day or forty (40) hours per week ("time worked" shall include all time in which the employee is in an University paid status). Overtime wages shall be paid by check or by mutually agreed compensatory time off at one and one-half (1 1/2) times hours of overtime worked, provided the compensatory time is taken in accordance with provisions of Policy and Rules. Overtime may only be performed pursuant to specific supervisory direction.

Upon working any overtime hours, the affected employee will have the discretion to choose whether he/she will receive compensation or compensatory time. Employees will be allowed to accrue a rolling bank of up to eighty (80) hours. Once the cap has been reached the employee will receive only compensation for all overtime worked. Compensatory time off will be scheduled at the employees request manpower allowing.

Section 4. 9. Compensation for Work During Scheduled Days Off.

Work performed during an employee's first or second scheduled day off in a workweek shall be paid at the rate of one and one-half (1 1/2) times their regular hourly rate of pay for all hours worked (scale provisions).

Section 4. 10. Call-back.

- a) Call-back is defined as an official assignment of work, not to include court appearances, 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 callback, with no work being offered, shall be paid four (4) hours pay at overtime rate. 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 rates.

Section 4.11 Court Appearances

- a) Court Appearances' is defined as an official assignment of work pursuant to a subpoena to appear in a duly constituted court, grand jury or hearing and to include regularly scheduled court appearances. Overtime for court appearances begins at the time the officer clocks in at the station for court and ends when the officer clocks at the station. The Employer will provide transportation to and from court appearances except in emergencies.
- b) Employees shall receive a minimum of three hours overtime for each appearance. However, multiple appearances on the same date will be aggregated to compute the total time. Employees attending court beyond three hours will receive overtime in one-quarter hour increments for time in excess of three hours. The Parties agree that officers covered by this agreement shall not be required to work other details or duties when on court time.

Section 4.12 Salary Survey To Calculate Future Wage Increases

The parties will conduct a survey of wage increases prior to September 1, 2006 and prior to September 1, of each contract year thereafter to determine the average percentage wage increase for police officers completing seven (7) years of service in the following eleven (11) police departments:

- 1 University of Illinois at Urbana-Champaign
- 2 Chicago
- 3 Lincolnwood
- 4 Evanston
- 5 Oak Park
- 6 Skokie
- 7 Morton Grove
- 8 Evergreen Park
- 9 Elmhurst
- 10 Cicero
- 11 River Grove

The purpose of the survey is to determine the percentage increase in base salaries (including longevity or steps, if any, but not increases for such things as specialty pay, education pay, uniform allowances, etc.) for the survey year, if any, provided to police officers with seven (7) years of service employed by each of the foregoing police departments. If no collective bargaining agreement covering such police officers has been negotiated and ratified specifying the salary increase, if any, for the department's fiscal year that begins on or before September 1 of the contract adjustment year, the percentage increase, if any, negotiated and ratified for the immediately preceding year will be used.

The percentage increase in base salaries for police officers with seven (7) years of service for each of the foregoing departments shall be based on the percentage increase, if any, in effect on the first day of that department's fiscal year that occurs immediately prior to or on September 1 on the contract adjustment year. Example: For a department such as Elmhurst that has a May 1 – April 30 fiscal year, the percentage increase, if any, shall be computed by comparing the salary for a police officer in Elmhurst with seven (7) years of service as of May 1 of the contract adjustment year with the salary for a police officer in Elmhurst with seven (7) years of service as of May 1 in the immediately preceding fiscal year.

The average percentage hourly wage increase shall be determined by adding the percentages for all eleven (11) departments and dividing the sum by eleven (11). If there is no salary agreement known and in effect for the current fiscal year or the immediately preceding year, the department shall not be included in the survey and the average of the other departments shall be used.

The hourly rate of pay for Step H shall be adjusted effective on and retroactive to September 1, 2005 through August 31, 2006 at rate of pay established by the 2005-2006 survey, and on September 1, of each subsequent contract year by taking the average percentage wage increase received as described herein for the survey year. The hourly rates of pay for Steps A through G shall be based on the applicable percentage of Step H. A new Supplemental Wage Agreement which reflects the adjusted rates of pay for each of the foregoing "survey" years will be executed by the parties to this Agreement. The University and the Chapter will jointly gather the wage and salary information and documentation from the eleven (11) departments to prepare the survey.

Section 4.13. Specialty Pay

All officers acting in a "specialty position" as specified in Section 7.7 for the majority of a shift pick (over three months) shall receive \$750 at the end of that shift pick.

ARTICLE V BENEFITS

Section 5.1. Benefit Policy.

Employee benefits (e.g., Leaves of Absence, Retirement Disability, Sick Leave, Holidays, Vacation and Personal Leave, Retirement and Inter-institutional 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 5.2. Holiday Work Shift.

Employees covered by this Agreement whose shift starts at 2300 hours on the evening before a holiday will be considered working the holiday for the entire shift.

Section 5.3 Sick Leave Usage and Approval

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 person's 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. (Policy & Procedures)
- (c) Sick leave usage and review shall be pursuant to University Policy #10 Sick Leave issued 02-05-98, revised 09/09/04.

**ARTICLE VI
WORKER'S COMPENSATION AND LINE OF DUTY INJURIES**

Section 6.1 General.

Any officer who sustains injury while working may be entitled to benefits under both Worker's Compensation (as defined in 820 ILCS 305/1, et seq.) and Line of Duty Injury (as defined by 5 ILCS 345, Public Employee Disability Act).

Section 6.2 Reporting of Injury.

All claims made are to be filed by the member as delineated in Department policy. Any officer who is injured while on duty must immediately report the injury to his/her supervisor and go to the University of Illinois Hospital Emergency Room or University Health Services or a medical facility medically necessary as determined by emergency services for immediate first aid and/or evaluation.

Section 6.3 Appeal of Determination.

Should any officer dispute a determination pertaining to a Worker's Compensation claim resolution is to be sought by that officer through the Illinois Worker's Compensation Committee pursuant to remedies provided by statute and is not subject to grievance or arbitration under the terms of this agreement.

Should any officer dispute a determination pertaining to a Line of Duty Injury pursuant to the Public Employee Disability Act the Chapter may immediately file a demand for arbitration of the decision. If no arbitration demand is filed within fifteen (15) calendar days of receipt by the officer of the decision then the decision shall be final and binding as to the Chapter and officer.

**ARTICLE VII
WORKING RULES AND CONDITIONS**

Section 7.1. Shift, Workday and Workweek.

- (a) The shift shall consist of eight (8) consecutive hours of work including a paid lunch period as defined in this Article.
- (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 consecutive (5) days and shall not exceed forty (40) hours of work.
- (d) The five consecutive day requirement (7.1. (c)) shall not apply to Department mandated training, assignment change, regular periodic shift/day-off selection or employee initiated requests.

- (e) Shift starting and ending times shall be posted semi-annually and once posted shall not be altered until the next posting is due. These hours of work shall not be modified to avoid the payment of overtime.

Section 7.2. 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 the work forces may be reduced during holidays without changes of shifts only to accomplish the mission and goals of the Department. Said reduction would be determined by reverse seniority.
- (b) Work schedules may be changed from time to time to meet the operational needs of the Department.

Section 7.3. Selection of Vacation Periods, Shifts, Starting Times and Days Off.

- (a) The Employer accepts the principle of seniority for the selection of vacation periods, shifts, and days off by workers covered under this Collective Agreement. The Employer may disregard a seniority selection only to reasonably accomplish the goals and stated mission of the Department.
- (b) Requests for change of shift may be only made for good cause shown.
- (c) Police personnel covered by this Collective Agreement may be assigned to any shift and or days-off during their first year of employment with the Department.
- (d) Temporary assignments of workers, covered by this Collective Agreement, to any shift may be made to facilitate proper training of said personnel. Such temporary assignments shall not normally exceed thirty (30) consecutive workdays of duration, except when - in the opinion of the Employer's Chief of Police or his/her designee - for good cause shown, the operations of the service requires longer training periods. In the latter case, the Chief of Police or his/her designee will provide the Chapter with reason for the longer training period.
- (e) If the new officers referred to in Section 7.3 (c) herein, has completed his/her initial twelve (12) months of employment before a shift pick then that officer shall participate in such shift pick. If such officer's completion of the initial twelve (12) months employment is beyond a shift pick then that officer shall be assign a permanent shift and day offs up to the next regularly scheduled shift pick. The parties agree that such officers will not be assigned Saturday -- Sunday Days Off.

Section 7.4. Lunch Periods.

Lunch periods (30 minutes) 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 7.5. Police Schooling / Training.

- (a) Employees covered herein will be given adequate orientation by or under supervision of the Chief of Police beginning immediately after employment and continuing during the

probationary and/or first year of employment.

- (b) The Employer will take necessary steps to provide police personnel with continuing proper and adequate in-service training subject to budgetary limitations.

Section 7. 6. Assignment to Other Duties.

- (a) Employees covered by this Agreement may be assigned to other duties related to their job specifications in uniform or plain clothes as directed.
- (b) Police personnel will be paid for attendance at Seminars, Training Exercises and Courses, Legislative Hearings, and other functions if the Employer directs the employee to attend.

Section 7. 7. Special Service Details.

- (a) Special Service Detail shall be defined as a specific assignment, designated by the Chief of Police, filled by a police officer who generally performs non-patrol specialized duties required by the Department. The Chief of Police shall designate these Special Service Details and select those police officers to fill these assignments prior to the semi-annual shift pick or as the Department's need arises according to Section 7.7 (b).
- (b) The Chief of Police or his/her designee will select and appoint employees to Special Service Details from a roster of volunteers who, in the opinion of the Chief or his/her designee, are most qualified to perform the services required.
- (c) If a sufficient number of qualified employees do not volunteer for a Special Service Detail, the Chief of Police or his/her designee may appoint qualified employees to perform the services required, beginning with the least senior qualified employee. Employees may be transferred out of such Detail at the discretion of the Chief of Police or his/her designee. An officer who resigns from a Special Service Detail may be required to serve in the position until the end of the shift assignment unless another qualified volunteer is willing to replace the employee prior to the end of the shift assignment. If, however, the employee submitting a resignation is the least senior qualified employee for the Special Service Detail and there is no qualified volunteer for the Detail such employee may be required to continue such Detail.
- (d) Department seniority is determinate in the selection of shifts, days off, and vacations of police officers assigned to Special Service Details.

Section 7. 8. Uniforms and Equipment.

- (a) At no cost to workers covered in this Agreement, the Employer will furnish the following articles and equipment:
 1. Police Star
 2. Hat with shield and cover for rainy conditions
 3. Rain Coat
 4. Winter and summer uniform shirts with department patches
 5. Trousers
 6. Winter Jacket includes Leather Jacket
 7. Dress jacket (Blouse)
 8. Flashlights

9. Soft Body Armor with exterior covers
10. OC Pepper
11. Ammunition for duty weapons,
12. Targets and ammunition for range qualifications
13. Patches
14. Nylon car coat

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 for each individual worker.
- (c) Replacement of uniform articles will be provided by the Employer when such replacement is made necessary by the normal wear and tear and then only after inspection and approval by the Employer.
- (d) Clothing and equipment will be furnished by the workers as follows as approved by the Chief of Police and in conformance with existing Uniform Policy:
 - (1) Weapon (Hand-gun)
 - (2) Holster, leather, with flap or safety strap over weapon, plain black. Shoulder holsters being prohibited when in uniform.
 - (3) Watch (Timepiece).
 - (4) Whistle.
 - (5) Police club, regulation 22", with carrying strap.
 - (6) Pen and pencil.
 - (7) Clothing, Underclothing, Leather belt, Shoes, Ties, and Socks
- (e) Plainclothes Clothing Allowance.

Employees covered by this Agreement who are assigned to predominantly plainclothes assignments will receive a clothing allowance of \$ \$600 effective September 1, 2005, \$625 effective September 1, 2006, and \$650 September 1, 2007.

Employee must have served in a predominantly plainclothes assignment for not less than ninety (90) days. This allowance, which will be prorated based on full months in such assignments, will be paid once per year. The Chief of Police or his/her designee will designate officers assigned to predominately plainclothes assignment.

Section 7.9. Orders to Police Personnel.

- (a) The Chief of Police or his/her designee shall furnish the Chapter by U.S. Mail, a copy of any and all General Orders issued by the University Police Department pertaining to police personnel.
- (b) Whenever practicable (which the Employer alone defines), in other than normal activities, written rather than verbal orders shall be issued to police personnel. To avoid conflict and/or misunderstanding in the event of changed orders to police personnel, the last order received from equally ranked Employer supervisors or officials, or one given by higher ranking Employer supervisors or officials will be the one obeyed.
- (c) 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.

- (d) All general orders must be in written form and physically served upon, mailed to, or e-mailed to each officer. Any changes to orders must be in compliance with the Agreement, UIC Policy and Rules, Civil Service regulations, state law and ordinances

Section 7.10. Medical Service, Emergency.

Under standing regulations the Employer will provide to employees covered in this Agreement emergency medical service in case of anyone becoming ill while on duty.

Section 7.11. Chapter Records.

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

Section 7.12. 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.

Section 7.13. Labor/Management Meetings.

In an effort to maintain good labor and management relations, meetings between the Chief of Police and MAP Chapter 381 executive board members may be held at the written request of either party. These meetings will address MAP Chapter 381 membership concerns and those concerns of the employer.

Section 7.14. Negotiation Meetings.

When negotiations have commenced under the provisions of ARTICLE XIII, the Employer will permit two (2) members of the Chapter who are on duty, without loss of pay, to attend negotiation meetings. The Employer will also permit two (2) members of the Chapter who are on duty to attend any joint meetings which may be conducted to apply the provisions of this Agreement.

**ARTICLE VIII
GRIEVANCE PROCEDURE AND DISCIPLINE**

The grievance resolution procedure contained herein applies to all employees covered by this Agreement and provides for binding arbitration. (Deviation from Policy and Rules). The parties agree that time is of the essence. This will be construed to mean that if the Union does not bring a timely grievance or does not advance a grievance within the time frames prescribed herein the grievance will be denied and dismissed. If the Employer fails to respond to a grievance within the time frames prescribed herein said grievance will be deemed to have been denied and the grievant may immediately move to the next step. The parties agree that only allegations of violation of provisions of the Agreement can be grieved under the terms of the Article. Matters under the purview of the State Universities Civil Service System Statute and Rules can not be grieved and redress is to be sought pursuant to Statute and Rules.

Section 8.1. Supervisor and Employee Responsibilities.

- (a) Employee-Supervisor Discussion. An employee who has a request or complaint shall discuss the request or complaint with his/her designated supervisor in an effort to settle same. An employee may do this personally, or through the Chapter.
- (b) Additional Discussion Participants. If the designated supervisor and the employee or the Chapter, after full discussion, feel the need for aid in arriving at a resolution they may, by agreement, invite the Director of the Campus Human Resources Office, or such other additional University or Chapter 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.
- (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 request or 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 Chapter.

Section 8.2. Departmental Steps.

- (a) Filing of Grievance with Supervisor. To be considered formally, a grievance must be filed in writing with the employee's designated supervisor. A written grievance must be submitted within thirty (30) calendar days after the occurrence leading to the grievance or within thirty (30) calendar days after the employee should reasonably have known that the occurrence might affect him/her. 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 Chapter.. The written grievance need not follow any particular format, but should include a clear statement of the grievance, a report on the efforts to settle informally, 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 writing to effect an informal agreement with the employee or Chapter, this will dispose of the grievance. If the supervisor's answer is not acceptable to the employee or the Chapter, he/she 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) calendar days after its receipt.
- (b) Department Head Deliberation. The Department Head shall consider and answer the grievance in writing not later than seven (7) calendar days following the date upon which it was formally presented to the employee's designated supervisor. If the Department Head fails to answer within these seven (7) calendar days, or if the Department Head's answer does not resolve the grievance acceptably to the employee or the Chapter, it may be appealed to the Chancellor, providing the appeal is filed in writing within ten (10) calendar days 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 ten (10) calendar days after it is received.

Section 8.3. Campus Level Step.

- (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 fifteen (15) calendar days. If the Chancellor fails to do so, or if his/her decision is unacceptable, it may be appealed by the Chapter or the employee to the Director of Human Relations, providing it is done in writing ten (10) calendar days after such decision is received or due.
- (b) Submission to Director of Human Relations. If the matter is appealed to the Director of Human Relations and University Equal Opportunity, the Chancellor or his/her designee should make available to the Director of Human Relations and University Equal Opportunity the existing record of the case, including a copy of the written grievance, the resolution sought, and the Campus Level decision and reasons therefore.

Section 8.4. Director of Human Relations Step.

- (a) Upon receipt of an appeal, the Director of Human Relations and University Equal Opportunity 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 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 fair hearing to all interested persons 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 if no hearing is conducted, and if a hearing is conducted, within thirty (30) calendar days after the close of the hearing, provided that the decision shall not be delayed by a hearing for more than sixty (60) calendar days from the filing of an appeal.
- (b) Appointment of Designee. In any grievance appeal not involving questions of University policy, the Director of Human Relations may, with the approval of the appropriate Chancellor, appoint a designee to hear and decide that appeal in his/her stead.
- (c) Appeal to Arbitration. If the decision of the Director of Human Relations does not resolve the grievance acceptably to the Chapter, the grievance may be appealed to arbitration. Notice of the decision to appeal to arbitration shall be made in writing to the Associate Vice President for Administration and Human Resources within thirty (30) calendar days of the date of the decision by the Director of Human Relations and University Equal Opportunity. If any part of the decision of the Director of Human Relations

Section 8.5. Arbitration Step.

- (a) Appeal to Arbitration. If, in accordance with the above procedure, the grievance(s) is appealed to arbitration, representatives of the Employer and the Chapter shall meet to select an arbitrator, from a list of mutually agreed to arbitrators. If the parties are unable to agree on an arbitrator within ten (10) working days, the parties shall request the Federal Mediation and Conciliation Service, or the American Arbitration Chapter, to submit a list of seven (7) arbitrators. The parties shall each alternately strike the names of three (3) arbitrators, the Employer striking first. The person whose name remains shall be the arbitrator, provided that

either party, before striking any names, shall have the right to reject one (1) panel of arbitrators. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Chapter, requesting that he/she set a time and place for the hearing, subject to the availability of the Employer and Chapter representatives, and shall be notified of the issue where mutually agreed by the parties. The decision and award of the arbitrator shall be final and binding on the employee, the Chapter and the Employer.

- (b) Arbitration Costs. Costs of the arbitration shall be equally divided between the Chapter and the Employer, except that each party will be responsible for any expenses (1) incurred in the preparation and presentation of its own case, and (2) for any transcript it may order.

Section 8. 6. Reprimand, Suspension, Demotion and Discharge.

- (a) Whenever an employee covered by this Agreement is formally placed under departmental investigation or is given an oral reprimand, written warning, suspension, demotion, or is discharged, a written copy of such notice/action, will be given to the Chapter, unless otherwise directed in writing by the employee. Appeals from reprimand or suspension actions shall be in accordance with the grievance procedures set forth in this ARTICLE. Appeals from demotion or discharge actions shall be in accordance with the rules and procedures established by the State Universities Civil Service System.
- (b) Provisions of the Uniform Peace Officer's Disciplinary Act (50 ILCS 725) shall apply to all chapter members.
- (c) Letters of Warning issued to employees covered herein will not be used against the employee in any future decision concerning him/her more than twelve (12) months after the date of issuance. Letters of Warning may be used to establish a disciplinary pattern in all Discharge proceedings as governed by Chap. VI, Section 250.110 of the State Universities Civil Service System - Statutes and Rules.

Section 8. 7. Investigation of Employees.

When employees covered by this Agreement are placed under investigation, the investigation will be concluded with dispatch and the employee informed, in writing, of the results of the investigation.

ARTICLE IX SENIORITY

Section 9.1. 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 9.2. Roster.

The Employer will provide copies of rosters to the Chapter 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.

**ARTICLE X
PROHIBITION AGAINST STRIKES**

Section 10.1. Strikes Prohibited

For the duration of this Agreement neither the Chapter nor any employee covered herein shall participate in or advocate any strike, demonstration, slowdown, or other concerted action against the Employer which would curtail or disrupt the normal operations of the Employer.

Section 10.2. Chapter Responsibility

- (a) The Chapter agrees to take all reasonable steps to assure that no employees covered hereby engage in any of the actions prohibited by Section 10.1 hereof. Such steps shall include, but shall not be limited to, posting notices in conspicuous places where employees covered hereby are most likely to see them. Such notices shall express the categorical disapproval of the Chapter as to such prohibited act or acts and shall further direct and require all employees to cease and desist there from.
- (b) In the event that any employee covered hereby engages in such prohibited act or acts, the Chapter shall utilize its best efforts to cause the employees to cease and desist from such prohibited act or acts, providing that nothing contained herein shall be construed as prohibiting the Employer from taking such disciplinary action, including dismissal or discharge, against any employee as may be appropriate on account of such prohibited act or acts.

Section 10.3.

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

**ARTICLE XI
DUES DEDUCTION AND FAIR SHARE**

Section 11.1. Dues Deduction.

Upon receipt of a written and signed authorization card from an employee, the Employer shall deduct the amount of Chapter 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 Chapter at the address designated by the Chapter in accordance with the laws of the State of Illinois. The Chapter shall advise the Employer of any increases in dues, in writing, at least thirty (30) calendar days prior to its effective date.

Section 11.2. 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 Chapter 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 Chapter at the time, non Chapter 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 I.S.L.R.B. Such involuntary deductions shall be forwarded to the Chapter, along with the deductions provided for in Section 1 of this ARTICLE.

Section 11.3. Incorporation of IPLRA and Rules

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

Section 11.4. Indemnification

The Chapter 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 Chapter 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 11.5. Obligation to Collect Dues

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.

ARTICLE XII PERIOD COVERED, STATUS DURING NEGOTIATIONS AND COMMENCEMENT OF NEGOTIATIONS

Section 12.1. 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, 2005 and remain in full force and effect through the completion of the last shift beginning prior to 12:00 p.m. (midnight), August 31, 2008. This Agreement shall automatically be renewed thereafter from year to year unless either Party notifies the other, in writing, at least ninety (90) calendar 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) calendar days thereafter without undue delay.

Section 12.2. Status During Negotiations

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

IN WITNESS WHEREOF, the Parties hereto have hereunto affixed their hands

on this _____ day of _____, 2006

METROPOLITAN ALLIANCE OF POLICE
CHAPTER #381

THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS

Joseph Andalina
President of Metropolitan Alliance of Police

BY: _____
Comptroller

Zyad Hasan
President of Metropolitan Alliance of Police,
Chapter 381

ATTEST: _____
Secretary

Gregory Macola
Secretary of Metropolitan Alliance of Police,
Chapter 381

APPROVED: _____
Associate Vice President for Administration
and Human Resources

Vice Chancellor for Human Resources

Labor Relations Specialist and Chief
University Negotiator

APPROVED AS TO LEGAL FORM:

For University Counsel (date)