# ILLINOIS FOP LABOR COUNCIL

and

## SOUTHERN ILLINOIS UNIVERSITY SCHOOL OF MEDICINE

**Patrol Officers** 

### FRATERNAL

January 1, 2017 – June 30, 2021

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487 Western Springs - Phone: 708-784-1010 / Fax: 708-784-0058 Web Address: <u>www.fop.org</u> 24-hour Critical Incident Hot Line: 877-IFOP911



#### **TABLE OF CONTENTS**

ARTICLE 1 - PREAMBLE	1
ARTICLE 2 - RECOGNITION	1
ARTICLE 3 – LIMITATIONS	1
ARTICLE 4 - INDEMNIFICATION	2
ARTICLE 5 - NON-DISCRIMINATION	2
ARTICLE 6 - MANAGEMENT RIGHTS	3
ARTICLE 7 - UNION RIGHTS	4
Section 7.1. Non-Discrimination Against Union	4
Section 7.4. Employee Participation	
Section 7.5. Union Representative	
Section 7.6. Access to Premises	
ARTICLE 8 - FAIR SHARE	5
ARTICLE 9 - PERSONNEL FILES	6
ARTICLE 10 - DISCIPLINE	6
ARTICLE 11 - SENIORITY	7
Section 11.1. Definition of Seniority	7
Section 11.2. Seniority List	7
Section 11.3. Loss of Seniority	
ARTICLE 12 – SCHEDULING	8
Section 12.1. Schedules and Assignments	
Section 12.2. Minimum Manpower	8

Section 12.3. Hold Over
ARTICLE 13 - LEAVES OF ABSENCE
Section 13.1. Bereavement Leave
Section 13.2. Jury Duty
Section 13.3. Military Leave
Section 13.4. Firearms
ARTICLE 14 - VACATIONS
Section 14.1. Vacation Leave Accrual
Section 14.2 Maximum Accrual 10
Section 14.3 Use 10
ARTICLE 15 – BENEFITS 11
Section 15.1. Insurance Premiums and Retirement System Contributions
ARTICLE 16 - GRIEVANCE PROCEDURE 12
Section 16.1. Purpose
Section 16.2. Definition
Section 16.3. Procedure
ARTICLE 17 - HEALTH AND SAFETY 15
ARTICLE 18 - SUBCONTRACTING 15
Section 18.1 Contracting for Services
Section 18.2 Application 15
ARTICLE 19 - EQUIPMENT & TRAINING 15
Section 19.1. Uniforms
Section 19.2. Personal Protective Equipment
Section 19.3. Training
ARTICLE 20 - HOLIDAYS

Section 20.1. Designation of Holidays	
Section 20.2 Compensation for Holiday Work	
Section 20.3. Eligibility Requirements	
Section 20.4. Holiday During Vacation	
Section 20.5. Notice of Holiday Work	
Section 20.6. Administrative Closure Days	
Section 20.7. Equivalent Time Off	
ARTICLE 21 - HOURS OF WORK	
Section 21.1. Workweek/Schedule	
Section 21.2. Overtime/Compensatory Time	
Section 21.3. Call-back Pay	
ARTICLE 22 - SICK LEAVE	
Section 22.1 Date of Ferminer	10
Section 22.1. Rate of Earnings	
Section 22.2. Extended Sick Leave Benefit (ESLB)	
Section 22.3. Sick Leave Compensation and Use	
Section 22.4. Abuse of Sick Leave	
Section 22.5. Family and Medical Leave	
ARTICLE 23 - LAYOFF AND REEMPLOYMENT (RECALL)	
Section 23.1. Layoff Procedure	
Section 23.2. Reemployment (Recall)	
Section 23.3. Notice to Union	
ARTICLE 24 – MEDICAL EXAMINATION	21
ARTICLE 24 - MEDICAL EXAMINATION	21
ARTICLE 25 - DRUG AND ALCOHOL TESTING	
Section 25.1. Statement of Purpose	
Section 25.2. Drug and Alcohol Testing	
Section 25.3. Testing Procedure	
ARTICLE 26 - COMPENSATION	
Section 26.1 Base Rate	
Section 26.2 Wage Adjustment	

Section 26.3 General Salary Increase	
Section 26.4 Continuous Services Incentive (Police Officer)	
Section 26.5 Shift Differential	
ARTICLE 27 - NO STRIKE, NO LOCKOUT	24
Section 27.1	24
Section 27.2	
ARTICLE 28 – ENTIRE AGREEMENT	24
ARTICLE 29 - TERM OF AGREEMENT	
APPENDIX A – EQUIPMENT	
APPENDIX B - DUES AUTHORIZATION FORM	
APPENDIX C – GRIEVANCE FORM	

#### **ARTICLE 1 - PREAMBLE**

This Agreement entered into by and between the Southern Illinois University, School of Medicine (Hereinafter referred to as the "Employer") and the Illinois Fraternal Order of Police Labor Council (Hereinafter referred to as the "Union"), on behalf of the employees in the collective bargaining unit described below in Article 2.

This Agreement is authorized by the Illinois Public Labor Relations Act and is subject to its provisions. It is also subject to the Statute and Rules of the State Universities Civil Service System as they may be amended from time to time and to the rules and regulations of the State Universities Retirement System as they may be amended from time to time.

#### **ARTICLE 2 - RECOGNITION**

The "Union" has been duly recognized by the Employer as the exclusive bargaining agent for the classification of Police Officer, as defined or established by the State Universities Civil Service System. This recognition shall continue in force as long as the Employer is satisfied that the Union represents a majority of those in the classification listed. If, at any time, the Employer believes a determination as to the facts of such representation is needed, the Illinois State Labor Relations Board shall be asked to conduct an election and to certify the results thereof; and this determination shall be accepted by both parties to this Agreement. It is further understood that any questions as to the right of representation must be raised in accordance with the provisions of the Illinois Public Labor Relations Act.

All other employees as of the effective date of this Agreement are excluded from the bargaining unit, including, but not limited to, temporary (extra help) employees, managerial employees, confidential employees, supervisors, short-term employees, intermittent employees.

#### **ARTICLE 3 – LIMITATIONS**

Nothing in this Agreement shall be construed to modify, eliminate, or detract from the statutory responsibilities and obligations of the Employer including:

- 1) Applicable federal and state laws as they may be amended from time to time;
- Rules and regulations of federal state agencies and orders of federal and state executive officers which have the force and effect of law, as such may be amended from time to time;
- 3) Rules and regulations of the State Universities Civil Service System of Illinois as they may be amended from time to time; and
- 4) Rules and regulations of the State Universities Retirement System as they may be amended from time to time.

In the event of conflict among any of the statutory responsibilities and obligations and any provision of this Agreement, the foregoing shall prevail unless expressly stated otherwise herein.

Should any provision of the Agreement or any application thereof become unlawful by virtue of any federal or state law, rule or regulation, executive order or decision of a court of competent jurisdiction, the provision or application shall be modified by the parties to comply with the law, rule, regulation, order or decision, and all other provisions of the Agreement shall continue in full force and effect. In such event, upon the request of either party, the parties shall meet and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid, or unenforceable.

#### **ARTICLE 4 - INDEMNIFICATION**

The parties agree that the Employer shall indemnify, defend, and forever hold harmless any employee covered by this Agreement from any damages, assessments, monies or other levies incurred in civil court action over events arising in the course of the employee's employment.

Employees shall be required to cooperate with the Employer during the course of the investigation, administration or litigation of any claim arising under this Article. The Employer shall provide protections, so long as the officer is acting within the scope of his employment and where the officer cooperates with the Employer in defense of the action or actions or claims.

Nothing in the foregoing shall be construed to extend the Employer's duties to defense or indemnification in criminal, as opposed to civil actions, except at the sole discretion of the Employer.

#### **ARTICLE 5 - NON-DISCRIMINATION**

In accordance with applicable laws, neither the Employer nor the Union shall discriminate against any employees on account of race, color, religion, national origin, gender, age, marital or civil union status, sexual orientation, political affiliation or physical disability (provided the employee possesses the necessary abilities to perform the duties of his/her position).

Neither the Employer nor the Union shall discriminate against, intimidate, restrain or coerce any employee because of the exercise of rights granted by the Illinois Public Labor Relations Act, or by this Agreement, or on account of membership or non-membership in the Union, or lawful activities of or on behalf of the Union provided that such activities shall not violate the terms of this Agreement or applicable law.

Complaints involving discrimination or harassment shall be reported to the Office of Human Resources and shall not be subject to the grievance procedure of this Agreement.

#### **ARTICLE 6 - MANAGEMENT RIGHTS**

Except as amended, changed, or modified by this Agreement, the Union recognizes the exclusive right of the Employer to make and implement decisions with respect to the operation and management of the Employer (which shall include the management of SIU HealthCare). Such rights shall include, but are not limited to, the following:

- A. To determine the mission, policies, and all standards of service offered by the Employer, including the dates, times, and places of such services.
- B. To plan, direct, control, and determine all operations and services of the Employer; to manage, supervise, direct, assign, and transfer the employees.
- C. To hire, promote, transfer, and lay off employees; to establish the qualifications for employment and to employ employees.
- D. To schedule and assign work; to schedule and assign overtime; to revise, combine, add, or eliminate job classifications.
- E. To determine the places, methods, means, organization, and number of personnel by which operations are conducted.
- F. To establish work performance and productivity standards and, from time to time, to change those standards.
- G. To evaluate and train employees, to demote employees; to discipline, dismiss, terminate, and discharge non-probationary employees for just cause; to evaluate performance and productivity; change or eliminate existing methods, equipment, or facilities; to carry out the mission of the Employer; and to serve the interests of its students and patients.
- H. To make and alter rules and regulations for the conduct of its business and of its employees; to determine whether work and/or services are to be provided by employees covered by this Agreement (including which employees) or by other employees or persons not covered by this Agreement; to determine whether operations or services shall be provided by the Employer or purchased; to contract for goods and/or services; to make, alter, and enforce rules, regulations, orders, and policies.

The exercise of the foregoing powers, rights, duties, and responsibilities by the Employer shall be limited only by the specific and express terms of this Agreement to the extent that such terms are in conformance with the constitution and laws of the State of Illinois and the constitution and laws of the United States.

#### **ARTICLE 7 - UNION RIGHTS**

#### Section 7.1. Non-Discrimination Against Union

The Employer agrees that there shall be no discrimination by its representatives against officers and members of the Union engaged in the negotiation of agreements, the adjustment of grievances or the performance of any other legal Union activity in the interest of the Union and its members.

#### Section 7.2. Notification to New Employees

The Employer shall advise new employees hired in the positions covered by this Agreement that the Union is the recognized collective bargaining representative for employees in the position classifications of Police Officer.

#### Section 7.3. Bulletin Boards

The Employer agrees to provide sufficient space on the bulletin board in the Office of Security. The purpose of the bulletin boards will be for general Union information, but shall not contain any material that is defamatory, partisan, or political in nature. All such notices shall be signed by an officer of the Union prior to posting.

If the Employer shall object to any posted item, then such objection shall be communicated to the Union Representative, who shall promptly confer with the Executive Director of Human Resources (or designee) to address the objection. The Union shall limit the posting of Union notices to these bulletin boards. Costs incident to preparing and posting of Union materials shall be borne by the Union.

#### Section 7.4. Employee Participation

Upon prior written approval of their supervisor, employees may be allowed reasonable time off during regular work hours, with pay, to attend grievance hearings or meetings called or agreed to by the Employer; provided such employees are entitled or required to attend such meetings by virtue of being a witness or grievant, and such attendance does not interfere with the Employer's operations.

#### Section 7.5. Union Representative

The Union shall have the right to appoint Union Representatives from among the members of the bargaining unit, which Representatives shall act on behalf of the Union. Upon the signing of this Agreement, and any time there is a change in a Representative appointment, the Union shall notify the Office of Human Resources, in writing, of the name of the Representative it has appointed, and the effective date of such appointment.

Representatives shall, without loss of pay, be allowed reasonable time during their normal work day to investigate, and/or process grievances within the bargaining unit. Such time shall be scheduled with the prior written approval of their supervisor, shall be subject to the operational needs of the Employer and should, if at all possible, be scheduled at the beginning, or end of a workday. Use of this time shall not be unreasonably denied by the Employer. The Union Representative shall log time in and out, in a manner designated by the Employer, to conduct such Union activities.

#### Section 7.6. Access to Premises

Representatives or officers authorized by the local Union shall have reasonable access to the premises of the Employer for the purpose of investigating and/or processing grievances or for other reasons related to the administration of this Agreement, at any time that the employees covered by this Agreement are on duty, at the location. Such representative or officer shall give notice or make reasonable attempts to give notice, upon arrival to the appropriate Employer representative of the department being visited. Such visitations shall not interfere with the operations of the Employer.

During any discussion, interview, or meeting with management, which may result in discipline, an employee, covered by this Agreement, shall have an unequivocal right to union representation, except that the employee, at his/her discretion, may waive this right. Any such waiver shall be communicated with the Employee's Supervisor and/or a representative of the Office of Human Resources. Under no circumstances shall the Employer influence or interfere with such waiver or attempt to compel an employee to provide a waiver. The parties agree that the Union shall have the right to conduct private and confidential interviews and/or discussions with employees facing potential discipline.

Union representative(s) shall be required to sign in at the Office of Security upon arrival at the work site and sign out when leaving the building.

#### **ARTICLE 8 - FAIR SHARE**

Pursuant to Section 11 of Public Act 83-1014, the Employer shall deduct either union dues or fair share fees from the pay of status employees, as defined by the statute and rules of the State Universities Civil Service System of Illinois, who are represented by the Union, subject to the following procedures and conditions:

- 1) The Union demonstrates to the Employer that a majority of the status employees in the bargaining unit are dues paying members of the Union;
- 2) The Union certifies to the Employer the current amount of the dues and fair share fee, to comply with the requirements of Public Act 83-1014;
- 3) The Union certifies to the Employer the names of the status employees represented who shall be subject to payroll deduction;
- 4) The Union notifies, in writing with copies to the Employer, the individual status employees subject to payroll deduction of: a) The existence of this Article of Agreement and Section 11, Public Act 83-1014, to which it is pursuant, b) The amount of the dues or fair share fee to be deducted from their wages, c) The payroll period for which the deduction will first take place, and d) The safeguard to the employee's right of nonassociation contained in Section 11, Public Act 83-1014;

- 5) Upon compliance by the Union with conditions (1) through (4) the Employer, for the first payroll period of the first month beginning after said compliance and continuing during the life of this Agreement and any extension thereof, will deduct from the wages of each status employee named as above the dues or fair share fee certified as above. Payroll deduction procedures will be established by the Employer. The monies so deducted shall be remitted to the Union.
- 6) The Union shall notify the Employer in writing of any change in dues and/or fair share fee at least thirty (30) days prior to its effective date;
- 7) The obligation to pay either dues or a fair share fee shall not apply to any employee who, on the basis of bona fide religious tenets or teaching of a church or religious body of which such employee is a member, objects to the payment of a fair share fee to the Union. Upon proper substantiation of the employee's objections and collection of the fee from the Employer, the Union will make payment on behalf of the employee to a mutually agreeable non-religious charitable organization, in accordance with Public Act 83-1014 and the rules and regulations of the Illinois Educational Labor Relations Board.

The Union shall indemnify and hold harmless SIU School of Medicine, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of, or by reasons of action taken by the SIU School of Medicine for the purposes of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit or assignment furnished under any such provisions.

#### **ARTICLE 9 - PERSONNEL FILES**

Employees shall have the right, upon advance reasonable request, to review the contents of their personnel file in compliance with the Illinois Personnel Records Act.

#### **ARTICLE 10 - DISCIPLINE**

The Employer agrees to follow the procedures set forth in the Peace Officers' Disciplinary Act, 50 ILCS 725/1 et seq., as it may be amended. Nothing in this section is intended to or be construed to waive an employee's right to Union representation during questioning that the employee reasonably believes may lead to discipline, as provided under <u>NLRB v. Weingarten</u>, 420 U.S. 251 (1975) and Department of Central Management Services and Corrections (Morgan) decision, 1 PERI par.2020 (ISLRB, 1945)

Disciplinary action may be imposed upon an employee for just cause. The Union and Employer acknowledge that appropriate disciplinary action for any employee shall be determined by the Employer. Nothing herein shall limit the Union's right to grieve the Employer's determination of discipline. The initial disciplinary step shall depend on the severity of the offense or the repetitive nature of the offense that gave rise to disciplinary action.

Employees shall be subject to progressive disciplinary actions by the Employer, which actions shall range from verbal warning through discharge.

#### **ARTICLE 11 - SENIORITY**

#### Section 11.1. Definition of Seniority

Seniority shall be established by position classification (calculated from the date of commencing employment in the classification) and defined in accordance with the State Universities Civil Service System statute and rules.

#### Section 11.2. Seniority List

The Employer will post a seniority list for the position classification of Police Officer on the departmental bulletin board. Any errors or omissions shall be corrected by notification of either the Employer or the Union.

#### Section 11.3. Loss of Seniority

An employee shall lose seniority and no longer be an employee if he or she:

- a. Retires or dies;
- b. Is dismissed, terminated, or discharged for just cause;
- c. Does not return to work from layoff within 15 calendar days after being notified to return to work (unless the employee has requested and the Office of Human Resources has approved a longer time period);
- d. Has been on layoff for a period of time in excess of the length of time equivalent to the employee's seniority in the classification from which the employee was laid off, up to a maximum of 3 years, or if the employee refuses to accept 3 offers of employment from the Employer, or if the employee requests in writing removal from the reemployment register, or if the Employer receives notice from postal authorities of the inability to locate the employee at the employee's last known address;
- e. Fails to report to work at the conclusion of an authorized leave of absence or vacation (unless the employee has requested and the office of Human Resources has approved an extension). Such failure to return to work shall be considered a voluntary resignation.
- f. Is absent from work for 3 consecutive workdays without notifying the immediate supervisor (except when such failure to notify was due to physical incapacity of the employee and no family member was available to contact the immediate supervisor). In such circumstances, the failure to report to work shall be considered a voluntary resignation.

Any employee who shall lose his or her seniority and employment pursuant to this section shall be notified at his or her last known address, and a copy of such notification shall be provided to the Union.

#### **ARTICLE 12 – SCHEDULING**

#### Section 12.1. Schedules and Assignments

The specific schedules and assignments of shifts within the unit shall be determined in accordance with operational and safety needs as solely determined by the Employer. The following language shall prevail unless there is a need for the Employer to make assignments where special qualifications are needed for a particular task, minimum staffing levels must be met, training is required, or emergencies occur.

Prior to the end of each fiscal year, Officers shall be afforded the opportunity to submit his or her preference of shift and such preferences will be taken into consideration equally and as impartially as possible.

#### Section 12.2. Minimum Manpower

It is the sole discretion of the police supervisor to determine appropriate staffing levels of each eight (8) hour shift as they may be amended from time to time.

#### Section 12.3. Hold Over

In the event manpower levels fall below those limits set for each shift, a police supervisor has the authority to supplement the staffing level.

In order to supplement the shift, a police supervisor shall first contact the on-duty officer(s) and offer the additional hours according to volunteer seniority. If none of the officer(s) working the on-duty shift volunteer to work the required additional hours, and time permits, the supervisor shall then attempt to contact the officer(s) who are off-duty. The supervisor shall attempt to contact these officer(s) and offer the volunteer additional hours according to seniority. When minimum manpower cannot be met by using the officers who would voluntarily work the additional hours, the supervisor shall have the authority to hold the least senior officer over to work until they are properly relieved.

Supervisors must keep in mind time restraints when attempting to meet minimum manpower standards. It may be necessary for the supervisor to accept a volunteer to fill the shift on a first come first serve basis.

#### **ARTICLE 13 - LEAVES OF ABSENCE**

#### Section 13.1. Bereavement Leave

A leave up to three (3) days with pay will be granted for employees to attend the funeral of a member of the immediate family. For these purposes, the immediate family is defined as spouse, child, parent, brother, sister, grandparent, grandchild, corresponding in laws, and verified domestic partner. Approval will be granted for leave with pay of one (1) day to attend the funeral of a relative outside the immediate family, as defined above, or to serve as a pallbearer at a funeral.

Leave beyond these amounts may be approved under special circumstances but shall be charged against accrued sick leave or vacation, as appropriate, by the Employer. In the event the employee is without sufficient accrued leave time, a leave of absence without pay may be granted.

The Office of Human Resources may request documentation from the employee in support of any bereavement leave use.

#### Section 13.2. Jury Duty

It shall be the policy of Southern Illinois University School of Medicine to act in accordance with all applicable state and federal laws pertaining to jury duty leave for public employees. Employees shall present a copy of the appropriate notice to appear to their immediate supervisor at least three (3) workdays prior to the date the employee is to be absent from work. Upon returning to work, employees shall present appropriate documentation of their appearance.

#### Section 13.3. Military Leave

It shall be the policy of Southern Illinois University School of Medicine to act in accordance with all applicable state and federal laws pertaining to military leave for public employees.

#### Section 13.4. Firearms

As a condition of employment, Officers must periodically demonstrate their proficiency with their department issued handgun. The Employer may require at least two (2) qualification sessions annually. The qualification course utilized will be the Illinois Law Enforcement Training & Standards Board State Mandatory Firearms Qualification Course commonly known as the MFT, as amended from time to time. Any Officer who fails to qualify shall immediately take leave from their official duties. This leave will be up to two (2) weeks and can be in the form of vacation, comp-time, or leave without pay. Within this two (2) week period the Employer will arrange a second qualification session. If the Officer qualifies, he/she will immediately be reinstated to their official duties. Any Officer who fails to qualify during the second attempt will be suspended without pay for up to 30 days. Within the thirty (30) day period the Employer shall arrange a third and final qualification session. If the Officer qualifies, he/she will immediately be reinstated to their official duties. Any Officer who fails to qualify during the second attempt will be suspended without pay for up to 30 days. Within the thirty (30) day period the Employer shall arrange a third and final qualification session. If the Officer qualifies, he/she will immediately be reinstated to their official duties. Any Officer who fails to qualify during the second attempt will be suspended without pay for up to 30 days. Within the thirty (30) day

#### **ARTICLE 14 - VACATIONS**

#### Section 14.1. Vacation Leave Accrual

Employees shall accrue vacation leave in accordance with the following schedule:

Years of Service	Vacation Accrual Rate Per Hour	Approximate Vacation Days Per Year	Pay Status Hours
1	.0462	12	0.0-2088.0
2	.0500	13	2089.0 - 4176.0
3	.0539	14	4177.0 - 6264.0
4	.0577	15	6265.0 - 8352.0
5	.0616	16	8353.0 - 10440.0
6	.0655	17	10441.0 - 12528.0
7	.0693	18	12529.0 - 14616.0
8	.0732	19	14617.0 - 16704.0
9	.0770	20	16705.0 - 18792.0
10	.0809	21	18793.0 - 20880.0
11	.0847	22	20881.0 - 22968.0
12	.0885	23	22969.0 - 25056.0
13	.0924	24	25057.0 - 27144.0
14	.0962	25	27145.0 - 29232.0
15	.1000	26	29233.0 - 31320.0
16	.1039	27	31321.0 - 33408.0
17	.1077	28	33409.0 -

#### Section 14.2 Maximum Accrual

Employees cannot continue to accrue vacation if they have credited to their account the amount of vacation they could accrue in a two (2) year period at their current rate of accrual.

#### Section 14.3 Use

Vacation leave may be taken in increments of 15 minutes. Except in emergency circumstances, vacation leave must be scheduled with the immediate supervisor in advance. Vacation leave shall be scheduled as follows:

- a. <u>Preferred Vacation Leave.</u> Each calendar year the immediate supervisor shall schedule preferred vacation leave to be used during the time period between March 1 of that year and the last day of February of the next year. Such preferred vacation leave shall be scheduled by seniority in circumstances where the employee submits up to 2 preferred vacation schedules, covering not more than two weeks, by January 31 of that year. The immediate supervisor shall respond with an approval or denial to any such preferred vacation leave by March 1.
- b. <u>Non-preferred Vacation Leave</u>. Any other vacation leave (e.g. a vacation leave request exceeding two weeks or a vacation leave request submitted after January 31) shall be scheduled subject to the School's operating needs on a first come first served basis, provided that any such vacation leave request submitted on the same work day shall be scheduled by seniority. The immediate supervisor shall respond with an approval or denial to any non-preferred vacation leave request within 10 workdays, provided that the immediate supervisor has completed scheduling of all preferred vacation leave requests.

#### ARTICLE 15 – BENEFITS

During the term of this Agreement, the Employer shall continue in effect, and the employees shall enjoy the benefits, rights and obligations of the group insurance health and life plans and pension plans applicable to all Illinois State employees pursuant to the provisions of the State Employees Group Insurance Act of 1971 (5 ILCS 375/1 et seq.) and the State Universities Retirement System (40 ILCS 5/15 et seq.) as amended or superseded and insurance plans from time to time negotiated thereunder.

#### Section 15.1. Insurance Premiums and Retirement System Contributions

In accordance with the Illinois State Employees Group Insurance Act of 1971, 127 Ill. Rev. Stat. 521 et seq., as amended from time to time, an employee on leave of absence without pay may continue coverage under University sponsored insurance plans. If the employee is on leave of absence without pay, it will be necessary for the employee to arrange for premium payments during the period of the leave through the Office of Human Resources. If the individual is on leave of absence with pay, insurance premiums will continue to be deducted from the employee's pay.

In accordance with the Illinois Pension Code, 108 <sup>1</sup>/<sub>2</sub> Ill. Rev. State. 1-101 et seq., as amended from time to time, an employee on leave of absence without pay must make contributions to the State Universities Retirement System in order to continue eligibility for additional death and disability benefits and to earn credit toward the retirement annuity. An employee wishing to make such contribution must file an Election to Make Contributions on the State Universities Retirement System form. The form must be received by the Retirement System within thirty (30) days following the beginning date of leave without pay.

#### **ARTICLE 16 - GRIEVANCE PROCEDURE**

#### Section 16.1. Purpose

The purpose of the Grievance Procedure is to secure at the lowest possible level, a resolution of alleged violation(s) of this Agreement. Both parties shall make an earnest and honest effort to resolve grievances expeditiously and cooperatively.

#### Section 16.2. Definition

For the purposes of this Agreement, a grievance is a claim by any employee or the Union (the "grievant") asserting a violation of a specific provision of this Agreement. Any grievance filed shall specify the section or sections of this Agreement that are allegedly violated and shall include a brief statement of the facts identifying the manner in which each identified section has allegedly been violated. The grievant shall also identify the remedy or remedies sought by the grievant. Any relevant statements, documents, or request for documents in support of such grievance and in support of the remedy requested shall be presented to the Employer during any grievance meeting set forth below. Any claims not conforming to the provisions of this definition shall be denied by the Employer as not constituting a grievance.

Employees in non-status appointments may be dismissed in accordance with the rules implementing the State Universities Civil Service Act, 80 111. Admin. Code A. VI. 250, as amended from time to time. Such dismissals are not subject to this grievance procedure.

#### Section 16.3. Procedure

The parties prefer that grievances be resolved informally within a reasonable time after an alleged violation. The following procedure allows for both an informal resolution and a formal mechanism to resolve grievances. If an informal resolution is not possible in Step 1 (below), the grievant may proceed to the formal steps (Steps 2-4). The time limits at any step or any hearing may be extended by written mutual agreement of the parties involved at that particular step. If no response is rendered by the Employer at any step within the specified time therefore, the grievant may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. If a grievance is not appealed by the Union or employee within the specified time limits therefore, the grievance shall be considered resolved upon the terms of the last response by the Employer. Employees required to attend meetings under Steps 1, 2, and 3 of this Article during their regularly scheduled work assignment shall be released without loss of pay or benefits for the length of that meeting, including reasonable travel time. A grievance may be withdrawn at any step of the Grievance Procedure without precedent or prejudice. No interference, coercion, restraint, discrimination, or reprisal of any kind or at any time shall be taken by any party hereto against the grievant, any party in interest, any representative, or any other participant in the grievance procedure. While the preparation and processing of grievances, insofar as practicable, shall be conducted during the hours of employment without loss of pay, all reasonable efforts shall be made to avoid interruptions of work activities and services of the Employer.

Unless otherwise provided herein, "workday" shall mean Monday through Friday, excluding holidays or approved administrative closures.

A non-probationary status employee who wishes to contest written notification of the Employer's intention to demote or discharge may elect wither to:

- a. Follow the procedures for review specified in the Rules of the State Universities Civil Service System, Section 250.110€(1) through (7); or
- b. File a grievance alleging a violation of the Management Rights Article, Subsection G of this Agreement signed by an officer of the Union at Step 3 of this Section within five (5) work days of service of notification.

Election of (a) above shall waive all employee and Union rights to use this grievance procedure and arbitration regarding the employee's demotion or discharge and the University shall have no further obligation to entertain or proceed thereunder. The result of the procedure elected by the employee shall be final and binding on the Employer, the Union, and the employee to the extent that it is consistent with law.

Election of (b) above shall waive all employee and Union rights to utilize the procedure for review specified in the State University Civil Service System.

#### Step 1. Immediate Supervisor or Director of Security.

An employee and/or the appropriate Union representative shall discuss the alleged violation of the Agreement with the Immediate Supervisor or Director of Security and solicit an explanation or resolution. This must be done within ten (10) workdays from the time the employee became aware or had reason to be aware of the alleged violation. The Immediate Supervisor or Director of Security must respond to the employee within five (5) workdays from the time the time the parties met to discuss the grievance.

#### Step 2. Labor Relations.

If the matter is not resolved at Step 1, the employee and/or appropriate Union representative may submit a written notice of the same grievance addressed in Step 1 to Labor Relations in the Office of Human Resources within five (5) workdays after the Director of Security's response at Step 1. The notice of grievance shall conform with the first paragraph of Section 2 of this Article and state specifically the relief sought. Labor Relations shall review the grievance and render a decision in writing to the employee within ten (10) workdays after receipt of the notice of grievance.

#### Step 3. Executive Director of Human Resources.

If the decision of Labor Relations is not acceptable, the same grievance addressed at Step 1 and 2 may be referred by the Union to the Executive Director of Human Resources, or designee within five (5) workdays from the date of the decision in Step 2. An investigation of the grievance shall be conducted, and after consultation with the Office of Human Resources and a meeting with the employee and the Union representative, a decision shall be rendered in writing to the employee within ten (10) workdays after said meeting.

#### Step 4. Arbitration.

If the decision of the Executive Director of Human Resources, or designee, is not acceptable to the grievant and the alleged violation involves solely the administration or interpretation of this Agreement, the Union may submit the same grievance addressed in Steps 1, 2, and 3 to final and binding arbitration through the American Arbitration Association. The Union shall send notice of the demand for arbitration to the Executive Director of Human Resources at the time the demand is made. The parties agree to accept the arbitrator's award as final and binding upon them as permitted by law. It is expressly agreed and understood by both the Employer and the Union that each grievance submitted to arbitration shall stand alone and be heard as a single grievance and in no case, unless by mutual agreement, shall two (2) or more grievances be heard as part of the same arbitration. If a demand for arbitration is not filed within ten (10) workdays after receipt of the response in Step 3, then the grievance shall be deemed withdrawn.

The Employer and the Union shall attempt to agree upon an arbitrator, but if they are unable to do so within ten (10) workdays of the written demand for arbitration, a panel of five (5) arbitrators shall be requested jointly by the Employer and the Union from the American Arbitration Association. The parties shall alternately strike the names of two (2) arbitrators, taking turns to first strike, which initially shall be determined by the toss of a coin. 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. All hearings shall take place at a location mutually agreed upon by the parties.

The decision of the arbitrator shall be limited to deciding only the question of fact as to whether there has been a violation of the specific provisions of this Agreement based on the specific issue(s) of the grievance as presented in writing at Step 2. The arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall have no authority to award monetary relief beyond five (5) workdays prior to the filing of the grievance. The arbitrator shall follow the Voluntary Labor Arbitration Rules of the American Arbitration Association, except where such rules conflict with the express terms of this Agreement, in which case this Agreement shall prevail. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make decisions contrary to or inconsistent with in any way applicable laws or rules and regulations of federal, state, or local administrative bodies that have the force and effect of law. The parties agree to attempt to arrive at a joint stipulation of facts and issues to be submitted to the arbitrator. If no joint written stipulation of the issue is agreed by the Employer and the Union, the arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at Step 2. The Employer or Union shall have the right to request that the arbitrator require the presence of witnesses and/or production of documents.

The costs of arbitration including the fee of the arbitrator shall be borne equally by the Employer and the Union, provided each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the arbitration proceedings, it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, it shall share, equally with the first party, the cost of making the record. Refusal by either party to share these costs shall prohibit that party from obtaining any transcript from the arbitration hearing.

#### ARTICLE 17 - HEALTH AND SAFETY

The Employer shall provide a safe and healthy workplace for employees and shall comply with all applicable laws, rules, and regulations in the administration of Employer operations. When the Union determines that a health/safety issue poses immediate risks to employees and requires immediate attention, the Office of Human Resources shall be notified, and appropriate remediation steps shall be implemented.

Any grievance filed under this section shall commence with a written statement of the grievance at Step 3.

#### **ARTICLE 18 - SUBCONTRACTING**

#### Section 18.1 Contracting for Services

While it is not and shall not be the intent of the Employer to erode bargaining unit integrity, the Employer shall endeavor to utilize its employees to perform work they are qualified to do, and to that end, the Employer shall avoid, insofar as is practicable, the contracting of services performed by employees in the bargaining unit. However, the Employer reserves the right to enter into contracts for any work it deems necessary or desirable because of efficiency, economy or other related factors.

#### Section 18.2 Application

If the Employer shall determine that contract services are necessary or desirable in circumstances where such services, or any portion of such services, are being performed by bargaining unit employees and could affect job security or classification status of such employees, then the Employer shall:

- (a) Provide fourteen (14) days written notice to the Union; and
- (b) Upon written request of the Union, meet with the Union prior to entering into outside contractual agreements for such services.

#### **ARTICLE 19 - EQUIPMENT & TRAINING**

#### Section 19.1. Uniforms

The Employer shall furnish uniforms to members of the bargaining unit. If a uniform is deemed by an employee to require replacement, then the employee shall submit a replacement request to the immediate supervisor. If the immediate supervisor agrees that the uniform warrants replacement, then a replacement recommendation shall be forwarded to the Director of Security. The Director shall authorize purchase of the new uniform. Issued uniforms may only be worn at work or when traveling directly to and from work.

#### Section 19.2. Personal Protective Equipment

In order to promote workplace safety, the Employer shall provide personal protective equipment to employees in the performance of their job duties. For the purposes of this Article, personal protective equipment shall mean equipment required under applicable federal and state laws, rules, and/or regulations (including Occupational Safety and Health Administration regulations) or required by Employer policy.

Body armor shall be properly fitted to the Officer once every five years and comply with National Institute of Justice (INJ) Standards. Body armor shall be replaced every five years, or sooner if called for by such standards. The Employer supplied vest shall be rated, at a minimum, to provide protection from the highest caliber weapon routinely carried by members of the Department of Security.

Equipment provided to Officers by the Employer is outlined in APPENDIX A, as is attached to this Agreement.

#### Section 19.3. Training

The Employer and the Union are committed to the principles of education and training of Police Officers to ensure the safety and protection of SIU School of Medicine buildings, visitors and employees. To that end, the Director of Security or his/her designee shall determine such training to be provided insofar as it does not interfere with the orderly performance and continuity of services provided by the Department of Security.

#### **ARTICLE 20 - HOLIDAYS**

#### Section 20.1. Designation of Holidays

The Employer shall annually observe the following holidays:

New Year's Day Memorial Day Independence Day Labor Day Thanksgiving Day Christmas Day Five holidays designated by the President of the University

A calendar of dates on which such holidays shall be observed will be provided to the Union and employees prior to the beginning of each fiscal year hereunder. Such calendar shall include Administrative Closure Days referenced in herein.

#### Section 20.2 Compensation for Holiday Work

Employees who work on an observed holiday shall be paid 1.5 times their regular rate of pay for such hours worked. In addition, the employees shall receive their regular pay for the holiday.

#### Section 20.3. Eligibility Requirements

For employees to receive holiday benefits, they must work or must be in a continuing pay status the scheduled work day preceding and following the holiday, unless absence on either or both of these work days is approved by the immediate supervisor.

#### Section 20.4. Holiday During Vacation

When a holiday falls on an employee's regularly scheduled workday during the employee's vacation leave, the employee will be paid for the holiday and retain the vacation day.

#### Section 20.5. Notice of Holiday Work

When employees are needed to work on a holiday, such holiday work shall be scheduled in the following manner:

- a. All holiday scheduling will be on a per shift basis. This includes selection and mandating. Once all employees on each shift have responded regarding whether or not they wish to work a holiday, any open holiday will be offered to the other shifts. If coverage is still needed, the holiday schedule will be filled by reverse seniority based on employees that are regularly scheduled on that shift.
- b. Holidays and Administrative Closure Days that fall within December 20 through January 5 shall be treated as one holiday for scheduling purposes. For all other holidays scheduling will be done separately for each individual holiday.
- c. Any employee scheduled to work on a holiday shall be given as much advance notice by the immediate supervisor as practicable.

#### Section 20.6. Administrative Closure Days

In addition to the holidays set forth in Section 1 hereof, the Chancellor of the University may designate Administrative Closure Days between December 26 and December 31. Employees who work on an Administrative Closure Day may, in addition to their regular pay for such day, elect to be paid an additional one times such regular pay or to earn an equivalent number of hours as compensatory time to be scheduled for use by the end of the fiscal year.

#### Section 20.7. Equivalent Time Off

When a holiday falls on a day when the employee is not scheduled to work, then the employee shall be awarded equivalent time off to be scheduled by the employee and the immediate supervisor prior to the end of the next payroll period. If the Employer's operating needs prevent scheduling such equivalent time off prior to the end of the next payroll period, then the Employer shall compensate the employee for such equivalent time. Part-time employees shall be entitled to such equivalent time off on a pro rata basis.

#### **ARTICLE 21 - HOURS OF WORK**

#### Section 21.1. Workweek/Schedule

The normal workweek shall consist of five (5) workdays totaling 40 hours. The normal workday shall consist of eight (8) consecutive hours. The normal schedule shall consist of eighty (80) hours of work performed in a pay period.

#### Section 21.2. Overtime/Compensatory Time

Upon prior approval of the immediate supervisor, employees shall earn overtime or compensatory time at the rate of 1.5 times the hours worked in excess of 40 hours per week. Pay for overtime hours worked during the regular work week or on a holiday shall not be duplicated, pyramided, or counted again for the purpose of computing overtime pay. Compensatory time earned shall be utilized prior to the use of vacation time. Notwithstanding any other provision hereof, the Employer may elect to pay overtime in lieu of awarding compensatory time for any hours worked in excess of 40 hours per week.

#### Section 21.3. Call-back Pay

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 requested for the employee's convenience does not break the continuance of the shift referred to in the preceding sentence. An employee who has completed his/her regularly scheduled shift and has left the premises and is "called back" by the Employer shall be paid a minimum of 2 hours at such employee's base rate of pay or, if the employee has exceeded 40 work hours for the week, at 1.5 times the employee's base rate of pay. If an employee is called back to work in emergency circumstances, such employee shall be released from work as soon as the emergency has been addressed.

#### **ARTICLE 22 - SICK LEAVE**

#### Section 22.1. Rate of Earnings

Employees shall earn sick leave at the rate of .0462 hours for each hour of pay status service (exclusive of overtime). The amount of sick leave accumulated at the time of any illness or injury (or other qualified use of sick leave) will be available in full. Sick leave may be accumulated without limit during the term of this Agreement. Vacation and sick leave will continue to accrue while an employee is using sick leave. Part-time employees eligible for benefits shall earn sick leave on a pro rata basis.

Upon retirement/separation from the School of Medicine, additional service credit for unused and unpaid sick leave earned shall be processed as outlined under the State Universities Retirement System.

#### Section 22.2. Extended Sick Leave Benefit (ESLB)

In addition to regular sick leave, employees may be eligible for ESLB not to exceed 20 workdays during any fiscal year of this Agreement. ESLB shall only apply to documented major illnesses or injuries of the employee. Major illness or injury shall be determined by the Employer as a serious illness or injury which precludes an employee from performing the duties of his or her position classification and defined as a surgery or hospitalization, heart attack, cancer, or the birth of a child.

ESLB shall be available for use after five (5) workdays of absence caused by any such major illness or injury. The first five (5) days of such absence must be accounted for by accrued regular sick leave, accrued vacation time, or absence without pay. Vacation and regular sick leave will continue to accrue during the use of ESLB. If an employee returns to work before exhausting ESLB during any fiscal year hereunder, the unused portion will be available for a subsequent major illness or injury during such fiscal year beginning on the second consecutive day of absence. ESLB shall not be carried over from one fiscal year to the next fiscal year. Prior to returning to work from extended sick leave, the employee must provide a medical release to the Office of Human Resources. Such employee shall not return to his/her official duties until such medical release is approved by the Office of Human Resources.

#### Section 22.3. Sick Leave Compensation and Use

Sick leave compensation will be at the employee's normal rate of pay. Employees may use accumulated sick leave for their personal illness or injury, their personal medical and dental appointments, for any approved family and medical leave, and for the illness or injury of a member of the employee's immediate family living in their household. For the purposes of this article, a member of the immediate family shall be the employee's spouse, child, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, stepparent, and verified domestic partner.

Pregnancy and related illnesses shall be considered by the Employer in the same manner as any other medical condition. Up to six weeks of sick leave may be taken for the medical condition resulting from a normal delivery. Use of additional sick leave necessitated by medical complications shall require an order from the employee's physician.

#### Section 22.4. Abuse of Sick Leave

If the Employer has reasonable suspicion that an employee is using sick leave for purposes other than authorized by this Article, then the employee may be required to provide the Employer with documentation from a licensed medical practitioner, or other administratively acceptable proof, certifying that the employee cannot work on identified dates due to illness or injury. Employees who misuse sick leave shall be subject to disciplinary suspension or discharge. Any employee using sick leave hereunder shall not be employed elsewhere without forfeiting his or her sick leave pay, except when outside employment has been approved by the Employer. The Employer reserves the right to require acceptable evidence of illness, injury, or disability before allowing any sick leave benefits. Any employee off work for three (3) consecutive days due to an illness or injury will be required to provide a medical release to the Office of Human Resources prior to returning to work. Such employee shall not return to his/her official duties until such medical release is approved by the Office of Human Resources.

#### Section 22.5. Family and Medical Leave

Employees shall be granted unpaid family and/or medical leave as provided by the Family and Medical Leave Act of 1993 (as amended from time to time) and regulations promulgated thereunder. A family and/or medical leave of absence is an approved absence available to eligible employees for up to 12 weeks of unpaid leave during a period of 12 months commencing on the first day of the family and/or medical leave of absence. To be eligible for family and medical leave, the employee must have been employed by the Employer for at least 12 months at 50% full-time equivalent or greater. A request for a family and/or medical leave of absence must be initiated by the employee and submitted to Employer's Office of Human Resources. All requests for family and/or medical practitioner in a form acceptable to the Employer. Employees shall have the right to use their paid leave during any family and/or medical leaves of absence provided, however, that any qualified paid leave may be designated as family and/or medical leave by Employer.

#### ARTICLE 23 - LAYOFF AND REEMPLOYMENT (RECALL)

#### Section 23.1. Layoff Procedure

The Employer shall affect layoffs in accordance with the provisions and procedures set forth in the State Universities Civil Service System statute and rules as referenced in Section 250.110.

#### Section 23.2. Reemployment (Recall)

Except as otherwise provided herein, reemployment (recall) will be on the basis of the employee's seniority within the appropriate position classification as provided in the State Universities Civil Service System statute and rules. This provides for the most senior employee on layoff status to be the first to be reemployed (recalled) in the classification from which the employee was laid off. Upon expiration of time in excess of the length of time equivalent to an employee's seniority in the classification from which the employee was laid off, up to a maximum of 3 years, such employee's right to reemployment (recall) shall expire.

#### Section 23.3. Notice to Union

The Employer shall notify the Union and the affected employee at least 30 days prior to the effective date of any proposed layoff. The Employer shall promptly notify the Union of the reemployment (recall) of any employee to a bargaining unit position.

#### **ARTICLE 24 – MEDICAL EXAMINATION**

The Employer reserves the right to refer an employee for medical examination at the Employer's cost and at full pay for the employee for the purpose of determining that person's physical or mental fitness to carry out his/her duties. All medical examinations will be approved by the Office of Human Resources.

#### **ARTICLE 25 - DRUG AND ALCOHOL TESTING**

#### Section 25.1. Statement of Purpose

It is intended that the Employer maintain a safe, healthful and productive work environment for all employees. To that end, there exists the prohibition of any chemical substance abuse, (e.g., alcohol, illegal drugs or prescription drugs) by sworn personnel which may have the potential to impair their ability to safely and effectively perform the function of their assignments or which may increase the potential for accidents, excessive absenteeism, substandard performance, or poor employee morale which may endanger public safety. It is the responsibility of the Officer to report to their supervisor any known adverse side effects of medication or prescription drugs. Police Officers are held to a higher standard and the public's trust includes the expectation that the police officer be a leader in the war against drug and alcohol abuse.

Therefore, the Employer reserves the right to test for the presence of illegal drugs or alcohol, or designated levels of dangerous drugs in an employee's system.

#### Section 25.2. Drug and Alcohol Testing

- 1) The Employer may test an officer at will, twice per calendar year;
- 2) At any time a supervisor has a reasonable suspicion to believe an employee is under the influence of an impairing substance;
- 3) When an officer is involved in the shooting of another person;
- 4) When an officer is involved in a vehicular accident that results in injury, death or major property damage;
- 5) When an officer is involved in any action which causes death or great bodily harm to another.

No employee will suffer loss of wages while undergoing such tests and all costs involving examination and tests will be paid for by the Employer. In the event that a call out or hold is necessary, the officer will be placed on paid administrative leave. Every effort will be made to conduct these tests during normal work hours. Employees who voluntarily identify themselves as having used illegal drugs or alcohol or having illegally used dangerous drugs (prescription drugs, designer drugs, or any other substance which is intoxicating in nature) and submits to counseling and/or rehabilitation prior to being identified through other means and thereafter refrains from using illegal drugs or alcohol or illegally using dangerous drugs will not be discharged, but will be subject to periodic testing as deemed appropriate. Any subsequent positive test will be cause for discharge.

#### Section 25.3. Testing Procedure

Testing results will be confidential and made available only to those who have a need to know in order to implement the terms of the agreement between the parties.

- 1) Urine samples are preferred and will be used whenever possible, but in some circumstances, a blood sample may be required. Samples shall be taken in a large enough quantity to allow for initial screening and confirmatory test.
- 2) Urine samples must be collected as a medical facility and in a manner that is calculated to assure a proper sample.
- 3) Samples must be handled by a documented chain of custody.
- 4) A screen test will be run first. If that test is negative, no further testing will be necessary. If the screen test is positive, a confirming test must be completed. If the confirming test is positive, the sample must be retained for possible further examination. Such examination will be at the expense of the requesting party.

The confirming test shall be by chromatography/mass spectrometry (GC/MS) and/or an equivalent or better scientifically accurate and accepted method that provides quantitative testing about the detected drug or drug metabolites.

For the purpose of alcohol testing, results that show an alcohol concentration of .01 or more, based upon the grams of alcohol per 100 milliliters of blood, will be considered under the influence of alcohol.

Any employee testing positive for illegal drugs or misuse of prescription drugs or alcohol shall be discharged.

#### **ARTICLE 26 - COMPENSATION**

#### Section 26.1 Base Rate

Probationary Police Officer	\$20.32 per hour
Police Officer	\$20.72 per hour
Completion of 3 years of service	\$25.00 per hour

#### Section 26.2 Wage Adjustment

On June 1, 2017, there will be a market increase to \$24.00 per hour for current Officers with less than 3 years of service. For Officers who have completed 3 years of service, there will be a market increase to \$25.00 per hour.

Upon completion of three (3) continuous years of service, Officers shall be increased to \$25.00 per hour.

#### Section 26.3 General Salary Increase

#### Effective July 1, 2019:

Increase employee wage rate by 1.00% applied to the employee's base as of June 30, 2019. If the general salary increase provided to non-represented civil service employees of the School of Medicine is greater, employees shall receive the differential increase pursuant to general salary guidelines.

#### Effective July 1, 2020:

Increase employee wage rate by 1.00% applied to the employee's base rate as of June 30, 2020. If the general salary increase provided to non-represented civil service employees of the School of Medicine is greater, employees shall receive the differential increase pursuant to general salary guidelines.

#### Section 26.4 Continuous Services Incentive (Police Officer)

The continuous service incentive shall be added to the hourly base rate of pay for all hours in pay status effective the payroll immediately following the date the Police Officer meets the criteria as outlined below:

5 years of continuous service as a Police Officer	0.50%
10 years of continuous service as a Police Officer	1.00%
15 years of continuous service as a Police Officer	1.50%
20 years of continuous service as a Police Officer	2.00%

#### Section 26.5 Shift Differential

Employees who are normally scheduled to work a designated 2<sup>nd</sup> or 3<sup>rd</sup> shift shall be paid a shift differential of 25 cents per hour. The shift differential will not be paid for overtime work nor will it apply to any time spent in paid leave status nor will it be compounded by any form of premium pay.

#### ARTICLE 27 - NO STRIKE, NO LOCKOUT

#### Section 27.1.

During the term of this Agreement, neither the Union nor its agents or any employee, for any reason, will authorize, institute, aid, condone, or engage in a work stoppage, strike, or any other interference with the work and statutory functions or obligations of the Employer. During the term of this Agreement, neither the Employer nor its agents for any reason shall authorize, institute, aid or promote any lockout of employees covered by this Agreement.

#### Section 27.2.

Should a strike (which includes work to rule job actions, stoppages, sympathy strikes, sitdowns or slowdowns of work by the employees) or other interference with the operations of the Employer occur, not called, condoned, instigated or sanctioned directly or indirectly by the Union, the Union, upon request by the Employer, shall:

- 1) Publicly disavow such action by the employees within twenty-four (24) hours of the Employer's request.
- 2) Advise the Employer in writing that such action by employees has not been called, condoned, instigated, or sanctioned by the Union.
- 3) Post notices on the departmental bulletin board advising that it disapproves such action, and instructing employees to return to work immediately.

The Employer shall have the right to discharge, in accordance with the State Universities Civil Service System statute and rules, any or all employees who violate any of the provisions of this Article, without recourse to the grievance or arbitration procedure, except the issue of whether the employee actually violated the provisions of this Article.

#### **ARTICLE 28 – ENTIRE AGREEMENT**

The parties acknowledge that during the negotiation which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. For the duration of the Agreement, the Employer and the Union voluntarily and unqualifiedly waive the right to bargain collectively with respect to any subject or matter covered by this Agreement.

#### **ARTICLE 29 - TERM OF AGREEMENT**

This Agreement shall be effective as of January 1, 2017 and shall remain in full force and effect through June 30, 2021. This Agreement shall automatically be renewed from year to year unless either party notifies the other in writing at least 120 days but no later than sixty (60) days prior to June 30, 2021, of their desire to amend or terminate it.

For the Union:

For the Employer:

Signature on file
Mark Russillo Date

Signature on fileAngie DoolinDateOffice of Human ResourcesSIU School of Medicine

<u>Signature on file</u> Bargaining Committee Date

<u>Signature on file</u> Bargaining Committee Date

Bargaining Committee Date

#### APPENDIX A – EQUIPMENT

4 short sleeve uniform shirts 4 long sleeve uniform shirts 4 pair of pants 1 winter coat w/liner 1 rain jacket 1 baseball cap 2 badges 1 inner duty belt 1 outer duty belt 4 belt keepers 1 duty holster 1 double magazine case 2 sets of handcuffs 2 handcuff keys 1 handcuff case 1 strap for 2<sup>nd</sup> pair of cuffs 1 pepper spray 1 pepper spray holder 1 radio (officers on duty) 1 radio holder 2 name tags 1 SIU photo ID 1 ballistic vest w/additional carrier 1 expandable baton 1 baton holder 1 flashlight 1 flashlight holder 1 handgun 1 pair black gloves

#### **APPENDIX B - DUES AUTHORIZATION FORM**

#### ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL 974 CLOCKTOWER DRIVE SPRINGFIELD, ILLINOIS 62704

l <u>,                                    </u>	hereby	authorize	my
employer,	, to	deduct from	my
wages the uniform amount of monthly dues set by the Illinois Frate	rnal Orde	r of Police La	abor
Council, for expenses connected with the cost of negotiating and	maintaini	ng the colled	ctive
bargaining agreement between the parties and to remit such dues to	the Illinois	s Fraternal O	rder
of Police Labor Council as it may from time to time direct. In addition,	I authorize	e my Employe	er to
deduct from wages any back dues owed to the Illinois Fraternal Orc	ler of Poli	ce Labor Cou	uncil
from the date of its certification as exclusive bargaining representation	ative to the	e date this d	lues
deduction is implemented, in such manner as it so directs.			

Date:	Signed:		
	Address:		
	City:		
	State:	Zip:	
	Telephone:		
	Personal E-mail:		
Employment Start Date:			
Title:			

#### Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council Attn: Accounting 974 Clocktower Drive Springfield, Illinois 62704

#### (217) 698-9433

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

Lodge/Unit No.:	Year:	Grievance No.:	
<b>ULLINOIS</b>	Date Filed:		
FRATERNAL OF POLICE	-		
LABOR COUNCIL	Las	st First	M.I.
	S	STEP ONE	
	-	o Grievance:icles	
Remedy Sought: <u>, i</u>	n part and in whole, make griev	vant(s) whole.	
Given To:		Date:	
Grievant's	s Signature	FOP Representative Signature YER'S RESPONSE	
Employer Repres	sentative Signature	Position	
	sentative Signature n Response Given	Position	
Person to Whom	sentative Signature n Response Given	Position Date	
Person to Whom Reasons for Advancing (	sentative Signature n Response Given	Position Date Date	
Person to Whom Reasons for Advancing (	sentative Signature n Response Given Srievance:	Position Date Date	
Person to Whom Reasons for Advancing Given To:	sentative Signature  Response Given  Grievance: ture	Position Date Date Date:	
Person to Whom Reasons for Advancing Given To:	sentative Signature  Response Given  Grievance: ture	Position Date Date Date Date: FOP Representative Signature	
Person to Whom Reasons for Advancing Given To: Grievant's Signat	sentative Signature  Response Given  Grievance: ture	Position Date Date Date Date: FOP Representative Signature	
Person to Whom Reasons for Advancing O Given To: Grievant's Signat Employer Repres	sentative Signature  Response Given  Grievance: ture EMIPLOY	Position Date STEP TWO Date: FOP Representative Signature YER'S RESPONSE	

Lodge/Unit No.:	Year:	Grievance No.:	
STEP THREE Reasons for Advancing Grievance:			
Given To:		Date:	
Grievant's Signature	FMPI OVFR	FOP Representative Signature	
Employer Representative Sign	nature	Position	
Person to Whom Response Gi	ven	Date	
Person to Whom Referral Given		Date	
FOP Labor Council Representati	ive		
		PORTUNATION PORTU	