

**COLLECTIVE BARGAINING AGREEMENT BETWEEN**

**THE BOARD OF TRUSTEES FOR  
GOVERNORS STATE UNIVERSITY**

**AND**

**ILLINOIS FRATERNAL ORDER OF POLICE LABOR  
COUNCIL- LODGE NO. 104**

**July 1, 2013 through June 30, 2016**

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## **ARTICLE 1**

### **PREAMBLE**

THIS AGREEMENT made and entered into this 27<sup>TH</sup> day of May, 2014, by and between the Board of Trustees for Governors State University (hereinafter referred to as the "Employer" or the "Board") and the Illinois Fraternal Order of Police Labor Council- Lodge No. 104, Fraternal Order of Police (hereinafter referred to as the "Union" or "Council"):

WITNESSETH:

WHEREAS, a majority of all status University Civil Service employees in the classification of:

Police Officer  
Police Sergeant  
Police Telecommunicator

have duly designated the Union as their exclusive representative, for the purpose of collective bargaining in respect to wages, hours of employment, and other conditions of employment; and

WHEREAS the Employer, on the basis of such determination, agrees to recognize the Union in the manner and for the purpose herein described; and

WHEREAS by such recognition and collective bargaining, the parties hereto intend to establish and promote mutual harmonious understanding and cooperative relationships within the Police Department; and

WHEREAS it is recognized that the equitable resolution of differences and issues which may arise from time to time must inevitably promote high standards of moral and inter-departmental efficiency and effectiveness;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties do mutually covenant and agree as follows:

## **ARTICLE 2**

### **UNION RECOGNITION AND MEMBERSHIP**

#### **Section 1**

In accordance with Public Act 83-1014 the Employer recognizes the Union as the exclusive collective bargaining agent in matters pertaining to wages, hours, and working conditions as expressly contained herein, except those that may be specifically provided for and/or controlled by the State Universities Civil Service System and the Illinois Compiled Statutes, for all University Civil Service employees in the classifications Police Officer, Sergeant, and Police Telecommunicator.

#### **Section 2**

The Employer and the Union agree that there shall be no discrimination against or coercion by the Employer and Union against employees regarding Union membership, that Union membership is entirely a matter of the employees' free choice and determination. The Union further agrees that it will not deny membership to any employee.

The Employer agrees that there will be no discrimination against representatives or officers of the Union engaged in the negotiation of agreements, the adjustment of grievances or the performance of relative work in the interest of the Union and its members subject to limitations that may be specified elsewhere in this agreement.

### **Section 3**

The Union agrees that it will not conduct Union business during scheduled work hours except in regard to those matters expressly provided in this agreement in reference to grievances, negotiations, or other meetings on matters mutually agreed to.

### **Section 4**

The Employer agrees to notify all new employees in the Classification covered by this agreement that the Union is the exclusive bargaining agent.

### **Section 5**

A Union official or designated unit employee representative, with permission of his/her immediate supervisor may leave his/her assigned work for a reasonable period of time to investigate an alleged grievance. The Union representative shall be in a non-pay status while so occupied if proper permission to absent himself/herself from work has not been first obtained.

### **Section 6**

With supervisory permission, which shall not be unreasonably withheld, and only for unusual job demands, employees will be permitted time off with pay during their respective working hours subject to the following limitations:

- (a) the University agrees to pay not more than two (2) employees designated by the Union and acting as members of the Union negotiating team, their straight time hourly rate for time spent in attendance at negotiating meetings and,
- (b) in no event shall such pay exceed eight (8) hours per employee for each day spent in negotiations.

### **Section 7**

Union officials may visit the campus and meet with employees covered under this agreement to discuss Union matters provided:

- (a) that such meetings not be held during employees' work hours; and
- (b) that the Union official first advises the Director of Human Resources of his intended visit and receives approval.

### **Section 8 File Inspection**

The Employer's personnel files and disciplinary history files relating to any officer shall be open and available for inspection by the affected officer during regular business hours. Such inspection shall be in accordance with existing Governors State University policy.

## **Section 9 Use and Destruction of File Material**

Disciplinary investigation files will be destroyed by the Employer five (5) years after the date of the incident or the date upon which the violation is discovered, whichever is longer, unless the investigation relates to a matter which has been subject to either civil or criminal court litigation prior to the expiration of the five year period. In such instances, the Complaint case files normally will be destroyed five years after the date of the final court adjudication, unless a pattern of sustained infractions exists.

Any information of an adverse employment nature which may be contained in any unfounded, exonerated or otherwise not sustained file, shall not be used against the officer in any future proceedings.

Any record of summary punishment other than suspension may be used for a period of time not to exceed nine (9) months and shall thereafter not be used to support or as evidence of adverse employment action.

## **Section 10 Part-Time Employees**

The Employer may utilize the services of part-time Employees to perform bargaining unit work in accordance with 65 ILCS 5/3.1-30-21.

Use of part-time employees will not result in any layoffs or reduction of the normal work hours or overtime hours worked by bargaining unit members. Use of part-time employees will not result in a reduction of bargaining unit members.

## **ARTICLE 3** **MANAGEMENT RIGHTS**

### **Section 1**

The Board retains and reserves to itself, solely and exclusively, all its inherent rights, functions, duties and responsibilities, whether exercised or not, with the unqualified and unrestricted right to determine the manner in which the operations of the universities subject to its jurisdiction will be conducted except where those rights may be clearly, expressly, and specifically limited in this agreement, or except as limited by law or regulations. It is expressly recognized, merely by way of illustration and not by way of limitation, that such rights, functions, duties, and responsibilities which are solely and exclusively the responsibility of the Board include, but are not limited to (1) full and exclusive control of the operation, management, control and maintenance of the Board universities; (2) the right to determine the methods, processes, means and personnel by which any and all operations will be conducted; (3) the right to determine the composition, assignment, direction, size and type of academic and non-academic workforces at each university; (4) the right to determine the work to be done and the standards to be met by university employees; (5) the right to discontinue, change, or introduce new services, operations, methods, processes, means or facilities and the right to determine whether and to what extent work shall be performed by university employees; (6) the right to hire, promote, transfer, assign, layoff, release, or retain university employees and to demote or take disciplinary action against university employees for cause; (7) the right to establish and change work schedules and set hours of work for university employees and otherwise to maintain orderly, effective, and efficient operations.

The Union recognizes the rights of the Employer to manage its operations and to plan, direct, and control the policies and conditions of employment of its employees insofar as such policies and conditions of employment are not inconsistent with the expressed provisions of this collective agreement.

## **Section 2**

Nothing contained in this agreement shall be construed to prevent the Union or the Employer and their respective employees or representatives from meeting with any third party to hear views on any matter. However, the express terms and conditions of this agreement shall not be changed as a result of such meetings.

## **ARTICLE 4**

### **LABOR-MANAGEMENT CONFERENCES**

#### **Section 1**

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that conferences be held between Union representatives and responsible administrative representatives of the Employer. Any such labor-management conference will be convened following the submission of a written request to include a written agenda from either party to the other at least seven days in advance of the desired conference date. Requests from the Union shall be submitted directly to the Director of Human Resources. The dates for such meetings and their location shall be mutually agreed to before being held, and the purpose of any such meeting shall be limited to:

- (a) Discussion on the implementation and general administration of this agreement.
- (b) A sharing of general information of interest to the parties.
- (c) Notifying the Union of changes in non-bargaining conditions of employment contemplated by the Employer which may affect employees.
- (d) Safety issues.

#### **Section 2**

It is expressly understood and agreed that such conferences shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at "labor-management conferences" nor shall negotiations for the purpose of altering any or all of the terms of this agreement be carried on at such conferences.

#### **Section 3**

When absence from work is required to attend "labor-management conferences", Union members shall, before leaving their work station, give reasonable notice to and receive approval from, their supervisor in order to remain in pay status. Supervisors shall approve the absence except in emergency situations. Attendance by unit members at labor-management conferences shall be limited to: (a) on duty unit employees provided that the number of employees remaining at the duty station(s) would not be reduced to less than two (2); (b) off duty personnel, but in such numbers that



when combined with those, if any, attending under (a) above, the total would not exceed three (3). Employee travel expenses associated with "labor-management conferences" shall be the responsibility of the employee.

## **ARTICLE 5**

### **GRIEVANCE**

#### **Section 1 Introduction**

It is the intent of the parties to this agreement to use their individual and collective best efforts to promote and encourage the informal and prompt adjustment of any complaint which may arise between the Union or any member covered under this agreement and the Employer. Therefore, the parties agree that they shall use the procedures set forth in this Article for the resolution, strictly pursuant to the terms of this agreement, of all alleged violations to the terms or provisions of this agreement. The Union waives its right, if any, and the rights, if any, of all those whom it represents, to use any other procedure as a means to the resolution of any grievance. Should the Union or the employee initiate proceedings in any other forum in respect to any matter that is or may become the subject of a grievance as hereinafter defined it shall immediately waive its right to file or pursue a grievance on these matters. Representatives of the Union shall not solicit complaints or grievances. Except that grievances related to alleged discrimination in violation of Statute shall not be subject to the above waiver in the event the employee initiates such a complaint through the appropriate statutory process.

#### **Section 2 Definitions**

For purposes of this grievance procedure, the following definitions shall be applicable.

Grievant shall mean any employee covered under this agreement or the Union in behalf of all employees in the unit, who, pursuant to the terms of this agreement, seeks resolution for a grievance.

Grievance is an allegation placed in writing by the grievant that any express provision or term of this agreement has been violated by the Employer. The written grievance shall contain specific details including the Article and Section alleged to be violated and the remedy sought, names of involved persons, date, time, and place and signature of the grievant.

Day shall mean a working day, Monday through Friday, exclusive of any Employer approved holiday.

#### **Section 3**

With supervisory permission, which shall not be unreasonably withheld and only for unusual job demands, employees will be permitted reasonable time off with pay during their respective working hours to process and/ or investigate grievances.

#### **Section 4 Informal Complaint Procedure**

An employee having a misunderstanding or who wishes to offer a complaint regarding employment may consult with their immediate supervisor. The supervisor may consider and attempt to resolve or adjust such issues.



## **Section 5 Grievance Procedure**

### **Step 1**

A grievance must be filed in writing, on an agreed upon form, within ten (10) days following or within ten (10) days of the date the grievant reasonably should have been aware of the occurrence giving rise to the complaint with the department head. The department head shall first review the grievance and then personally discuss the issue with the grievant within five (5) days of receipt of the grievance. Every effort shall be first made to conciliate the matter. Should conciliatory efforts not resolve the matter, the department head shall render a decision regarding settlement or denial of the grievance and shall forward that decision in writing to the grievant within seven (7) days following completion of the required discussion. The grievant retains the right to have a Union representative present at any discussion between the grievant and the department head.

### **Step 2**

Should the grievance not be resolved in Step 1 to the mutual satisfaction of the parties, the grievant shall submit the grievance, in writing, to the Director of Human Resources within five (5) days following receipt of the department head's response. The Director of Human Resources shall first review and investigate the grievance and the history of actions taken in Step 1, and then personally discuss the issue with the grievant and the Union representative within five (5) days of receipt of the grievance.

Every effort shall be first made to conciliate the matter. Should such conciliatory efforts not resolve the matter, the Director of Human Resources shall render a decision regarding the settlement or denial of the grievance and shall forward that decision in writing to the grievant within seven (7) days following completion of the required discussion. Should the Union not agree with the decision rendered herein, or reach a settlement on the issues presented, it may proceed to Arbitration by submitting the grievance to the Director of Human Resources within 10 days following receipt of the answer.

## **Section 6 Limits**

Failure to respond by the Employer's representative at any step does not find in favor of the grievant, but automatically allows for the advancement of the grievance to the next step of the grievance procedure. Should the grievant at any step fail to timely file a grievance, or fail to provide sufficient information on which the Employer may reasonably act, the Employer shall be permitted to unconditionally deny the grievance and request for remedy. The time limits at any step may be extended by mutual agreement provided it is reduced to writing and signed by the Council or a Council representative and the Director of Human Resources. Such requests shall be submitted by the requesting party to the other within the prescribed time limits at any step.

## **ARTICLE 6** **ARBITRATION**

### **Section 1**

Should any difference arise between the parties regarding the application of any of the express provisions of this agreement or any violation of any provision of this agreement, which cannot be first adjusted or resolved in the grievance procedure the difference may then be submitted by the Union to an arbitrator. Only grievances which affect the entire unit covered by this agreement and made in

behalf of them by the Union or any individual employee whose grievance is not resolved under the grievance procedure shall be considered for settlement under this Article.

### **Section 2 Selection**

The Employer and the Union agree that the arbitrator shall be selected in the following manner:

- (a) The parties shall jointly request from the Federal Mediation and Conciliation Service a list consisting of seven (7) names of National Academy arbitrators. Prior to striking from the panel the parties shall attempt to mutually agree upon a neutral arbitrator. In the event the parties are unable to mutually agree upon an arbitrator within ten (10) working days of receipt of the panel they shall follow the selection process as outlined in section (b).
- (b) The selection process requires that each party beginning with the Employer, to alternately strike one (1) name off the list until only one name remains, who shall then be appointed to arbitrate the matter. Failure of the selected arbitrator to accept or undertake the case shall result in the two parties repeating the process as defined in this section.
- (c) The arbitrator shall commence the arbitration proceedings on a date, time, and place agreed to by the arbitrator, Union, and the Employer, but in no event shall it be delayed beyond sixty (60) days following acceptance of the case by the arbitrator.
- (d) A final written decision shall be submitted by the arbitrator to the parties no later than thirty (30) calendar days following the conclusion of the hearing.

### **Section 3 Authority**

The arbitrator shall limit his review to the specific issues submitted for arbitration and shall have no right or authority to change this agreement. The arbitrator shall not have the power to, in whole or in part, amend, modify, delete, add to, or disregard any of the express provisions or terms of this agreement. The arbitrator shall interpret this agreement in accordance with the reserved rights theory of labor contracts whereby all rights, policies, regulations, and practices of the Employer, whether exercised or not, and not specifically limited or prohibited by this agreement are reserved.

A decision reached by the arbitrator shall be consistent with the provisions of this agreement and shall be accepted by the Union and the Employer as a final settlement of the difference existing between the parties.

### **Section 4 Expenses**

- (a) Each party shall bear its respective expenses incident to the procession of an arbitration which shall include one-half of the expenses and fees incident to the services of the arbitrator.
- (b) The cost of a certified reporter and transcript fees shall be borne by the hiring party except when both parties are to receive copies of transcripts, then the total cost of the reporter and all transcripts shall also be equally shared.
- (c) Expenses incurred by any employee participating in any arbitration proceeding on behalf of any grievant(s) or as a grievant shall not be the responsibility of the Employer. The Employer shall release employees from their work schedule as necessary, with resultant loss in direct wages, to attend or participate in an arbitration proceeding.

## **ARTICLE 7**

### **BENEFITS**

#### **Section 1**

Employee benefits (e.g., leaves of absence, retirement disability, sick leave, holidays, vacation, personal leave, and retirement) provided for employees covered under the terms of this agreement shall be strictly pursuant to those specifically approved and published by the Board of Trustees in its Manual of Regulations, governing civil service employees, as amended from time to time, a copy of which shall be provided to the Union. Benefits under the control of the Employer will not be diminished during the life of this agreement, and improvements in such benefits will be made applicable to employees covered by this agreement on the same date that such improvements are made applicable to other employees of the Employer

#### **Section 2**

In the event of death in his/her immediate family, an employee shall be entitled to three (3) regularly scheduled work days off within a period of five (5) consecutive work days commencing from the date of occurrence. During such leave the employee shall be paid his/her base hourly rate. Bereavement Leave shall be taken in no less than one-half day increments.

The employee's immediate family shall be defined as spouse, child, stepchild, mother, father, stepmother, stepfather, brother, sister, grandmother, grandfather, and grandchildren, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, aunt, uncle, niece or nephew, first cousin, or a member of the immediate household.

#### **Section 3**

In the event, 30 ILCS 105/14A of the Illinois Compiled Statutes (Sick Leave Pay Out) is amended or repealed, the parties agree that the Board of Trustees Benefits Regulations for civil service employees regarding sick leave pay out as it applies to employees in this unit shall be automatically amended or repealed consistent with that action.

## **ARTICLE 8**

### **NON-DISCRIMINATION**

#### **Section 1**

The Employer shall not discriminate against employees, and employment related decisions will be based on qualifications and predicted performance in a given position without regard to race, color, sex, religion, disability, marital status, sexual preference, parental status or national origin of the employee, nor shall the Employer discriminate against employees as a result of membership of the Union.

#### **Section 2**

All reference to "employees" in this agreement shall be deemed to include both sexes and whenever the male gender is used it shall be construed to fully include both male and female employees.

### **Section 3**

The Employer shall not discriminate against, interfere with, restrain or coerce employees because of their lawful activities on behalf of the Union.

### **Section 4**

The Union shall not prohibit, restrain, coerce or take punitive action against any employee in the exercise of any rights granted by this agreement.

### **Section 5**

Pursuant to all the terms and conditions contained in this agreement, the Union agrees to represent equally all employees covered by this agreement.

### **Section 6**

Disputes under this Article shall not be eligible for resolution through grievance arbitration, but may be adjudicated in the appropriate administrative agency or court.

## **ARTICLE 9** **HOURS/SCHEDULES**

### **Section 1**

The calendar payroll week shall begin at 12:00 a.m. each Sunday and end at 11:59 p.m. the following Saturday with each day having three eight hour shifts.

### **Section 2**

- (a) The individual basic work week shall consist of five consecutive work days of eight hours per day for a total of 40 work hours per week. Exceptions to the standard shift assignment or consecutive five work day schedule may be made by the Department Director for officers placed on special assignments and/or for other officers as emergency situations may dictate.

The Department may implement on a temporary or permanent basis a four day work week schedule for employees in the bargaining unit subject to the operational needs of the University and Department of Public Safety. If such a four day schedule is implemented, the overtime provisions of this agreement relative to payment shall be amended to reflect the number of work hours during a day.

- (b) Each eight hour shift shall allow for and include a paid one-half (1/2) hour lunch period which shall be granted at the discretion of the OIC at a convenient time; however, all officers while at lunch shall remain on-call and subject to performing any and all duties as the situation may require.
- (c) The Employer shall devise and post schedules for the bargaining unit employees consistent with the operating needs of the Employer and the terms of this agreement. The employees shall bid twice each year by classification and seniority for selection of shifts. Such bidding shall take place in May and November of each year, and be completed by the first day of the following month. Schedules shall be posted for bidding prior to the first day of each month. Bidding will take place no sooner than three (3) days after shift posting. Bids may be submitted in writing or electronically. Each employee shall complete a bid no later than twenty

four (24) hours following the posting of the prior employee's schedule selection. The bids will be effective on January 1 and July 1 of each year.

### **Section 3**

Should an employee covered by this agreement be required to work before his regularly scheduled work shift in a work day, he shall be permitted to continue working his normal work shift in that day.

### **Section 4**

Temporary schedule changes may be made by the employer when required to meet the operational needs of the employer. The employee shall receive advance notice of such schedule changes, if possible. Absent emergency circumstances, employees shall be given reasonable notice of schedule changes contemplated by the Employer.

### **Section 5**

Because the Department of Public Safety provides services essential to the operation of the University, employees are required to appear for their normally scheduled shift during emergency closings of the University and shall be compensated at the rate of double their regular hourly rate for all hours of work during such emergency closings. Employees who do not appear for their regularly scheduled shift during emergency closing shall receive no compensation for their absence unless such absence is requested and approved pursuant to provisions contained in the Board of Trustees manual of Regulations.

### **Section 6**

Employees may be assigned to any shifts with reasonable advance notice during their probationary period as part of the department training program and for a period of time not to exceed the next scheduled bid meeting after completion of the state prescribed Basic Police Minimum Standards Course.

## **ARTICLE 10** **STRIKES - LOCKOUTS**

### **Section 1**

During the life of this agreement or any extension thereof, the Union or any of its officers, agents, or representatives shall not directly or indirectly instigate, promote, cause, participate in or recognize nor authorize employees to instigate, promote, cause, participate in or recognize any strike, job action, work stoppage, slowdown, interruption of work, picket line, secondary boycott, or other interference of any kind with operations. The Union shall fully support the Employer in maintaining operations. The Union acknowledges the Employer has the right to seek injunctive relief in the event the Employer feels the Union has violated this Article.

In the event an employee is in violation of this Article, his/her fringe benefits as outlined elsewhere in this agreement shall be suspended during the course of the strike or work stoppage, and the employee shall not be entitled to any accrual thereof during the period of any such strike or work stoppage.



## **Section 2**

Employees shall not instigate, promote, cause, participate in or recognize any strike, job action, work stoppage, interruption of work, pick line, secondary boycott, or other interference of any kind with operations by the Union or by any of its officers, agents, representatives, members, or by any other person or persons whomever with or without the authority or support of the Union during the life of this agreement. Any employee who is absent from work without permission, or who refrains wholly or in part from the full performance of his/her duties in a normal manner without permission, on the date or dates that a strike or other work stoppage as defined in Section 1 above occurs, may be presumed to have engaged in such strike or work stoppage on such date or dates and shall be placed in a non-pay status for such days. Any employee who violates this Article shall be subject to disciplinary action including discharge and such action may not be raised as a grievance or be subject to any review procedure under this agreement except as to a dispute involving an individual's involvement in activity prohibited by this Article.

## **Section 3**

Furthermore, in the event that an employee represented by the Union violates this Article, the Union shall immediately use its best efforts to terminate the continuance of such violation and to restore conditions to the status in which they existed prior to the violation and the Union in so using its best efforts, shall include the posting of notices in conspicuous places where employees are most likely to see them, which notices shall express the disapproval of the Union as to the violation, and which further shall direct those employees represented by the Union in a course of action designed to terminate the violation and to restore conditions to the status in which they existed prior to the violation.

## **Section 4**

All employees who hold a position of officer, or other position of authority and trust in the Union, occupy a position of special trust and responsibility in maintaining and bringing about compliance with this provision, including the responsibility to remain at work during any interruption which may be initiated by other police officers and to encourage the police officers violating this paragraph to return to work.

## **Section 5**

There shall be no lockout by the Employer during the life of this agreement. The exercise of management's right shall not, when those rights are exercised in accordance with Article III, constitute a lockout.

## **Section 6**

The Employer will not use employees covered by this agreement to perform work of employees represented by another Union as substitutes in the event of a labor dispute.

# **ARTICLE 11** **OVERTIME**

## **Section 1**

Overtime shall be paid at the rate of 1 1/2 times the basic hourly rate whenever an employee covered by this Agreement works in excess of eight (8) hours in a day or forty (40) hours in a work week, except as provided in Section 2 and Section 10 herein.



## **Section 2**

Employees required to work on their second scheduled day off within the work week shall be paid at two (2) times their hourly rate.

## **Section 3**

If an employee is called back to work after the employee's scheduled workday, he shall receive a minimum of four (4) hours pay at the applicable rate of pay.

## **Section 4**

If an employee is called to work on a regularly scheduled day off, he shall receive a minimum of four (4) hours of pay at the applicable overtime rate of pay.

## **Section 5**

Officers required to attend court outside their regularly scheduled work hours shall be compensated at the overtime rate with a minimum of two hours, except:

- (a) while the officer is on paid medical leave, or
- (b) if the officer is compensated for such time by a secondary employer.

Officers required to attend authorized court to authorized pre-trial conference within one hour immediately preceding their normal tour of duty will be compensated at the overtime rate for one hour.

Officers required to attend authorized court or authorized pre-trial conference commencing during their tour of duty and extending beyond the normal end of the tour of duty will be compensated at the overtime rate on the basis of completed fifteen (15) minute segments. This overtime will be computed from the end of the normal tour of duty to the sign-out time at court or at conclusion of the pre-trial conference.

Court appearances during off duty hours will be credited at the rate of time and one-half with a minimum of two hours when the actual time spent in court is two hours or less. When the actual time spent in court exceeds two hours, overtime will be computed on the basis of completed fifteen (15) minute segments. Appearances at more than one court on the same day will be computed at the rate of time and one-half in the following manner:

- (a) When the time between court appearances exceeds two hours (sign-out time from the first court to sign-in time at the next court), a minimum of two hours will be credited for each court appearance.
- (b) When the time between court appearances is two hours or less, overtime will be computed on the basis of completed fifteen (15) minute segments for the total time between sign-in at first court and sign-out time at the last court. A minimum of two hours will be credited when this total time is two hours or less.

## **Section 6**

Overtime shall be distributed as equally and impartially as possible. It is mutually desirable and hereby agreed that all overtime be handled in accordance with the following overtime policy procedure. It is understood that no employee is obligated to work overtime unless such is deemed an

emergency overtime situation. Emergency overtime is a situation requiring the need for additional police officers at a time when the on-duty police officers cannot provide sufficient protective services for unanticipated circumstances.

A rotary card file box system will be used for overtime assignment when adequate notice of two (2) hours is given by the non-reporting officer. Upon receiving such notice, the OIC will use the overtime card file to determine the call up for offering overtime. There shall be only one rotary card file box system utilized and it shall be housed in the radio communication center.

In using the file box, the OIC or designee will begin the calling process by using the first card. As a person is called, the OIC will note on the card, the date, time of call, amount of anticipated overtime, the proper code letter and his/her initials. The code letters to be used are: A-accepted; R-refused; U-unavailable to contact; I-ineligible. Cards marked "A" or "R" shall then be moved to the last card in the box. Cards marked "U" or "I" shall not be moved and shall remain in their original position in the box.

In the event of inadequate prior notice (less than two hours before shift starting time) the OIC shall make short-notice overtime assignments. The overtime will then be offered to available on-duty shift officers without the use of the overtime card file box, and without charging acceptances or refusals. If no on-duty shift officer wishes to work the overtime, then the card file will be utilized.

Any long-range overtime availability will be also incorporated into the overtime card file and the above procedures followed.

When overtime availability is posted, selected and assigned, any officer who has been selected for the specific posted overtime, and who subsequently cancels his/her acceptance of the assignment less than forty-eight (48) hours prior to it, she/he shall have her/his card placed to the back of the overtime box, and shall not be eligible for subsequent overtime postings for a period of five (5) work days from the date of the posted overtime.

## **Section 7**

In case of a scheduled event where it is known at least 7 days in advance that employees will be needed to work an overtime assignment, such employees will be notified at least seven (7) days before the time of the scheduled event. Employees scheduled to work the overtime assignment are required to give notice of acceptance or refusal within 24 hours after receiving notice of the overtime assignment.

## **Section 8**

Overtime charts will be maintained by the Employer and overtime will be posted weekly by hours paid and accumulated on an annual basis. A new overtime chart will be established with overtime equalization carried over year to year.

## **Section 9**

An employee who accepts an overtime assignment shall make every effort to give sufficient notice of at least two hours if the employee is unable to fulfill the commitment except in the case of extreme emergency. An employee who does not fulfill an overtime commitment shall be credited with the hours which would have been credited had he worked.

## **Section 10**

- (a) In the event that an employee is required to work on any of the Boards designated holidays or holidays as assigned by the President, they shall be paid two (2) times their regular rate of pay for hours worked in addition to regular holiday pay compensation.
- (b) Employees scheduled to work on a designated holiday and who fail to work due to any illness, shall forfeit regular holiday pay compensation.

## **Section 11**

Compensatory time shall be defined as time off from work given to employees in lieu of overtime payment. Arrangements for use of accumulated compensatory time shall be subject to the operational needs of the employer and must be consistent with the following:

- (a) The balance of accrued compensatory time shall not exceed one hundred and twenty (120) hours. The rate of time off from work shall be computed on the basis of "time and one-half" for each overtime hour worked except that overtime hours worked on Sunday or on any approved Board holiday shall be computed on the basis of double time for each overtime hour worked except as set forth in (b) below.
- (b) In the interest of coordinating meetings designed to implement and enhance departmental efficiencies, organization, and/or morale, the Chief maintains the right to convene mandatory meetings or regular meetings at any time he believes such meetings are necessary in the best interests of the department. Compensation for such meetings shall be paid on the basis of the standards set forth herein. The Chief at his discretion and based on these standards, shall have the right to award compensatory time in lieu of overtime pay for meetings held on Sunday, even though such Sunday meetings may cause the employee(s) to exceed the one hundred twenty (120) hour limit.

## **ARTICLE 12** **LEAVES OF ABSENCE**

### **Section 1**

Leaves of absence with pay may be granted, to the extent that there is no interference with Employer operations, to employees who are elected, delegated or appointed to attend conventions or educational conferences of the Lodge or Union. Any request for such leave shall be submitted in writing by the Union to the employee's department head and shall be answered in writing, no later than five (5) days following receipt of the request, and shall be subject to the operational needs of the employer, but shall not be unreasonably denied. This provision shall provide for each of not more than two people, a maximum of twenty-four (24) hours of absence per fiscal year, for an aggregate total not to exceed forty-eight (48) hours of absence per fiscal year.

### **Section 2**

Each employee shall receive two personal leave days each year. The employees may use such leave for any purpose.

## **ARTICLE 13**

### **GENERAL PROVISIONS**

#### **Section 1**

The Employer agrees to furnish bulletin board space in the Police Department for the posting of Union notices related to regular Union business. Such notices or any material posted shall be signed by the local Union President and shall not be political or partisan in nature and shall not defame the Employer or any individual(s) associated or employed by the University or the State. While not limited to the following, notices shall relate to: activities of State and National Lodges, Lodge meetings, Lodge elections and results thereof, appointments, recreational, social, and educational programs, and the IFOP Labor Council. In the event a dispute arises concerning the appropriateness of any material or posted notice, the President of the local Union will be advised in writing by the Human Resources Director of the nature of the dispute and the materials or notices in question shall be removed from the bulletin board by the Human Resources Director or designee until the dispute is resolved. The Employer shall not be held liable for notices or other materials posted or removed from the bulletin board.

#### **Section 2**

Employees required to attend Police Department meetings or undergo a physical examination as may be required by the Employer outside the employee's assigned work schedule shall receive overtime pay in accordance with this agreement.

#### **Section 3**

Any officer who, while on duty, determines that an assigned police vehicle is hazardous or unsafe to operate, shall immediately notify the OIC of the vehicle's condition. Following consultation of the vehicle's malfunctions with the OIC, the officer may down check (reject) the vehicle and complete any necessary forms requesting proper maintenance or repair. The OIC will then reassign another vehicle if available to the officer, or assign the officer to duties without the use of a vehicle.

#### **Section 4**

As a condition of employment, if an employee covered by this Agreement voluntarily terminates their employment in the Governors State University Police Department within two (2) years of the employee's date of hire, then such employee shall reimburse the Employer for the Employer's actual costs (less actual State reimbursement, if any) of sending such employee through police officer training courses, excluding salary. The University may withhold such an amount from the employee's final payout check, or the employee shall be legally liable to pay the full amount owed directly to the University. An employee (or former employee) shall only be obligated to reimburse the Employer for training costs under this Section if he or she becomes an employee of another local, municipal, county, or state law enforcement agency, excluding the Illinois State Police, the City of Chicago Police Department, or law enforcement agencies of the Federal Government, within six (6) months of the date the employee voluntarily terminates his employment in the Governors State University Police department. Prior to hiring, the employee shall receive and sign as receipt, a copy of this section.

#### **Section 5**

The Employer will make reasonable provisions for the safety of its police personnel during their hours of employment. The Union recognizes the responsibility of individual employees to obey safety rules and follow safe work practice to ensure the employees' safety as well as his/her fellow officers, and to immediately report any unsafe working conditions, unsafe equipment or practices to his/her

immediate supervisor. It is agreed that the Employer shall continue to maintain such safety and sanitary methods as are necessary to protect and preserve the health and safety of covered employees.

#### **ARTICLE 14**

#### **LAY-OFF/RECALL**

Prior to laying off any status employees covered under this Agreement, all probationary, temporary or part-time employees within the Police Department shall first be laid off.

In the event of further lay-off, personnel by classification will be laid off in the reverse order of their seniority.

In the event of a lay-off of sworn personnel, the Employer agrees not to hire civilian personnel to perform the duties that only a peace officer can perform. A peace officer shall be defined to mean any person who by virtue of their office is vested by law with the duty to maintain public order and make arrests for offenses.

The Employer shall not contract out work performed by employees within the bargaining unit, which would result in the lay off of bargaining unit employees. Employees shall be recalled in the inverse order of the lay-off, as stated in the State Universities Civil Service System Statute and Rules, as from time to time amended.

#### **ARTICLE 15**

#### **UNIFORMS**

- (a) Uniforms and equipment will be issued, maintained, and worn as directed by the Department Director. Employees shall be supplied with a minimum of five (5) long sleeve shirts, five (5) short sleeve shirts, and five (5) pants.
- (b) Issued items of clothing and equipment will be replaced on an "as need" basis. Officers will turn in to the Department Director any item requiring replacement. The Department Director will inspect such item(s) and, if warranted in his judgment, authorize replacement.

The acquisition of replacements will be in accordance with Police Department policy. Any replacement for hats, shirts and pants, will be new.

- (c) Employees shall maintain and clean their uniforms. They shall receive an annual lump-sum payment of three hundred thirty dollars (\$330) on July 1<sup>st</sup> each year. This payment shall be made by a separate check from the employee's regular paychecks.
- (d) Bullet proof vests shall be issued to all officers and shall be replaced at manufacturers recommended intervals.



## **ARTICLE 16**

### **COMPENSATION**

#### **Section 1 Wages**

Bargaining unit employees shall be compensated in accordance with the step plan outlined in Addendum "B" hereafter.

#### **Section 2 Step Placement and Advancement**

The parties agree that employees placed into the step program on its inception or who are hired subsequent to the implementation of the step program shall progress throughout the steps after completion of each additional year of service, as calculated from their date of appointment to the classification. An employee will be advanced to the next step in the **pay period** following completion of the year of service.

#### **Section 3 Promotions**

When a Police Officer is promoted within the bargaining unit he/she shall receive effective the date of such promotions, a salary increase to the minimum starting rate established for the classification.

#### **Section 4 Shift Premium**

Any Employee who works during the first or third shift shall receive a twenty-five cents (\$.25) per hour shift differential for all hours worked in that day. The shift differential shall be included in the calculation of overtime compensation.

#### **Section 5 Hourly Rate Calculation**

Any necessary reduction in wages for lost time or increase in earnings for overtime for all employees covered under this agreement shall be determined on an hourly basis by dividing the annual rate by 2,080 hours.

#### **Section 6 Officer In Charge Pay**

Any Police Officer assigned to act as the Officer In Charge (OIC) shall receive an additional 10% per hour for the duration of such assignment. No probationary police officer shall serve as OIC over a non-probationary police officer.

#### **Section 7 Appropriations Recall**

Should any Public Act or official act or order of the Governor imposing a requirement on the Board of Trustees to establish reserves, and/or providing other restrictions or limitations on the Board's ability to obligate, encumber or expend appropriated funds enacted or declared during the term of the contract the parties agree to immediately re-open the economic provisions of the contract for the purpose of negotiating the implementation of such reserves, restrictions and/or limitations to the contract.

#### **Section 8 Range Qualification**

In addition to the standard required annual firearm qualification session, the employer agrees to provide a minimum of one mandatory two (2) hour practice session within each year of this agreement. Additional mandatory sessions may be scheduled "as-needed" on a group or individual



basis, as determined by the Director of Public Safety. The cost of such training(s) will be paid by the employer. Employees will be compensated in accordance with the labor agreement and the scheduling provisions contained therein. This article shall not be subject to the minimum 4-hour guarantee in Sections 3 and 4 of Article XI of this agreement. Employee's attendance at such scheduled qualification or practice sessions is mandatory and a condition of employment.

### **Section 9 Travel Time For Training**

Employees will receive compensatory time for travel to and from scheduled and approved training events which do not require an overnight stay. Such compensatory time shall be limited to actual time spent traveling up to a maximum of four (4) hours per day. Employees who, pursuant to this section, exceed their maximum allowable accrued compensatory time shall have the excess time paid out in cash.

### **Section 10 Compensation for Training Outside of Normal Shift Hours**

An employee required to participate in training that occurs outside of the employee's scheduled shift will be compensated with compensatory time.

## **ARTICLE 17**

### **SENIORITY**

#### **Section 1**

- (a) Seniority by classification shall prevail in the choice of work schedules, i.e., shift assignments and scheduled days off. The choice of work schedules shall be determined at a bid meeting, which shall be held annually.
- (b) The Department Director may reassign an employee's work schedule for justifiable cause.

#### **Section 2**

Seniority lists by classification shall be updated semi-annually with a copy forwarded to the Union President.

#### **Section 3**

Seniority shall prevail in vacation requests as long as such requests are submitted between the first and fifth of no less than the month preceding the month in which the vacation is to be taken. Requests shall be approved or disapproved within 7 days of submission. Any request for vacation submitted other than above, shall be given consideration by the Department Director, considering fully the employee's preference and operational needs of the Department.

#### **Section 4**

In all cases where the normal OIC is absent from his assigned duties, the senior ranking officer, by seniority, shall be the OIC except as otherwise assigned by the Chief of Police.

**ARTICLE 18**  
**DISCIPLINARY MEASURES**

- (a) All disciplinary measures to be taken shall be guided by the tenants of the theory of corrective and progressive discipline where appropriate. Further, all disciplinary actions shall be for just cause and given in a manner as to not embarrass the employee publicly.
- (b) Where the employee has a reasonable belief that the interview with the employer will result in disciplinary action to be taken against the employee, the employee is entitled to union representation. The employer shall not unreasonably refuse the employee representation by off campus union officials so long as said representation does not unduly delay or encumber the employer. Off campus union official shall mean "Labor Council employee." This provision covers potential or actual disciplinary meetings, including those specifically required by the Rules of the State Universities Merit Board.
- (c) Any and all proceedings regarding disciplinary actions shall be pursuant to the Uniform Peace Officers' Bill of Rights (50 ILCS 725).
- (d) Employees shall not be required to take a polygraph or voice stress test as a condition of continued employment. Refusal to voluntarily take such a test shall not constitute grounds for disciplinary action against an employee, pursuant to edict of the Illinois Supreme Court, until such time the courts permit such actions.

**ARTICLE 19**  
**HEALTH AND LIFE INSURANCE. PENSIONS AND DISABILITY**

**Section 1**

During the terms of this agreement, health and life insurance benefits shall be provided to all eligible employees covered by this agreement in accordance with Illinois State Employees Group Insurance Act of 1971. The parties agree to accept the terms and conditions of life and health benefits as provided by the Department of Central Management Services at a statewide level intended to apply to state universities.

**Section 2**

During the term of this agreement, retirement, death, and disability benefits shall be provided to all eligible employees covered by this agreement in accordance with Illinois Pension Code, (40 ILCS 5/1-101 et. seq.).

**Section 3**

During the term of this agreement, statutory benefits under workers' compensation shall be provided to all eligible employees covered by this agreement in accordance with Illinois Compiled Statutes, 820 ILCS 305 et. seq.; 820 ILCS 310 et seq.

**Section 4**

The parties recognize that a police officer, injured in the line of duty, is subject to coverage under the provisions of the Public Employee Disability Act (5 ILCS 345/et. seq.).

## **Section 5**

During the term of this agreement, related optional benefits (e.g., U.S. Savings Bonds, supplemental health and life insurance, tax sheltered annuities) available to other eligible university employees, shall be available to eligible employees covered by this agreement in accordance with applicable Board of Trustees policies and guidelines.

## **ARTICLE 20** **DRUG AND ALCOHOL TESTING**

### **Section 1 Statement of Policy**

It is the policy of the Employer that the public has the reasonable right to expect persons employed by the Employer to be free from the effects of drugs and alcohol while on duty. The purposes of this policy shall be achieved in such manner as not to violate any constitutional rights of the employees.

### **Section 2 Prohibitions**

Employees shall be prohibited from:

- (a) consuming or possessing alcohol on duty other than in an authorized duty capacity, when absolutely required in the conduct of an investigation, with prior supervisory authorization;
- (b) possession, use or being under the influence while on duty of any controlled substances/cannabis except with the approval and guidance of a licensed physician of Illinois and with the knowledge of an immediate supervisor;
- (c) use of an illegal drug, or any designer drug not yet scheduled as a controlled substance, but which impairs an employee;
- (d) failing to report to their immediate supervisor any known adverse side effects of over the counter medication or prescription drugs which they are taking.

### **Section 3 Drug and Alcohol Testing Permitted**

Where the Employer has reasonable suspicion to believe that an employee is under the influence of alcohol, a controlled substance or illegal drugs during the course of the work day, the Employer shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement.

One supervisor who is not a member of the bargaining unit must certify their reasonable suspicions concerning the affected employee prior to any order to submit to the testing authorized herein. The basis for reasonable suspicion shall be documented by the supervisory personnel and a copy be provided to the employee in writing prior to the test being ordered. There shall be no random or unit-wide testing of employees, except random testing of an individual employee as authorized in Section 8 below. The foregoing shall not limit the right of the Employer to conduct such tests as it may deem appropriate for persons seeking employment as an employee prior to their date of hire.

#### **Section 4 Order to Submit to Testing**

At the time an employee is ordered to submit to testing authorized by this Agreement, the Employer shall provide the employee with a written notice of the order, setting forth all of the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. The employee shall be permitted to consult with a representative of the Council at the time the order is given.

No questioning of the employee shall be conducted without first affording the employee the right to Council representation and/or legal counsel. No unreasonable delay shall occur while awaiting Council representations and/or legal counsel. Refusal to submit to such testing may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or that he may have.

#### **Section 5 Tests to be Conducted**

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

1. use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse
2. insure that the laboratory or facility selected conforms to all NIDA standards;
3. establish a chain of custody procedure for both sample collection and testing that will insure the integrity of each sample and test result. No employee covered by this Agreement shall be permitted at any time to become a part of such chain of custody;
4. collect a sufficient sample of the same bodily fluid or material from an officer to allow for initial screening, a confirming test and a sufficient amount to be set aside reserved for later testing if requested by the employee;
5. collect samples in such a way as to preserve the employee's right to privacy and to insure a high degree of scrutiny for the sample and its freedom from adulteration;
6. confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography mass spectrometry (gcms) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
7. provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing and at the employee's own expense within forty-eight (48) hours of the test results; provided the employee notifies the Employer within twenty-four (24) hours of receiving the results of the tests;
8. require that the laboratory or hospital facility report to the Employer that a blood or urine sample is positive only if both the initial screening and confirmation tests are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Employer inconsistent with the understandings expressed herein (i.e., billings for testing that reveal the nature or number of tests administered), the

Employer will not use such information in any manner or forum adverse to the employee's interests;

9. require that with regard to alcohol testing, for the purpose of determining whether the officer is under the influence of alcohol, test results that show an alcohol concentration of .04 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive;
10. provide each employee tested with a copy of all information and reports received by the Employer in connection with the testing and the results;
11. insure that no employee is the subject of any adverse employment action except temporary reassignment or relief from duty with pay during the pendency of any testing procedure. Any such temporary reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

### **Section 6 Right to Contest**

The Council and/or the employee, with or without the Council, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 3 of the grievance procedure. It is agreed by the parties they in no way intend to have in any manner restricted, diminished or otherwise impair any legal rights that employees may have with regard to such testing. Employees retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Council.

### **Section 7 Voluntary Requests for Assistance**

The Employer shall take no adverse employment action against an employee who prior to detection voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the Employer may require reassignment of the employee with pay if he is then unfit for duty in his current assignment. The Employer shall make available through its Employee Assistance Program a means by which the employee may obtain referrals and treatment. All such requests shall be confidential and any information received by the Employer, through whatever means, shall not be used in any manner adverse to the employee's interest, except reassignment as described above.

### **Section 8 Discipline**

An employee who, prior to detection voluntarily seeks assistance shall not be subject to discipline or other adverse employment action by the Employer. The foregoing is conditioned upon:

- (a) the employee agreeing to appropriate treatment as determined by the physicians) involved;
- (b) the employee discontinues his use of illegal drugs or abuse of alcohol;
- (c) the employee completes the course of treatment prescribed, including an "after-care" group;
- (d) the employee agrees to submit to random testing during hours of work during the period of "after-care."



Employees who do not agree to or who do not act in accordance with the foregoing, or who test positive for the presence of illegal drugs or alcohol during the hours of work shall be subject to discipline, up to and including discharge.

The foregoing shall not be construed as an obligation on the part of the Employer to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing the duties of an employee or whose continuation on active status would constitute a direct threat to the property or safety of others. Such employees shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence, at the employee's option, pending treatment. The foregoing shall not limit the Employer's right to discipline employees for misconduct provided such discipline shall not be increased or imposed due to alcohol or drug abuse.

Employees who are taking any over the counter or prescribed medication which has adverse side effects) that may interfere with the employee's ability to perform his normal duties may be temporarily reassigned to another more suitable law enforcement duty when available.

## **ARTICLE 21**

### **MENTAL FITNESS FOR DUTY/PSYCHOLOGICAL TESTING**

#### **Section 1**

The employer may order an employee's mental fitness for duty to be evaluated by a medical professional of the employer's choosing where there is a reasonable belief the employee is not mentally fit for duty. As used herein, "medical professional" means a medical doctor or licensed psychologist.

#### **Section 2**

Any medical professional's evaluation shall be shared, in confidence, with the Associate Vice President of Human Resources. This report shall contain a statement as to the employee's fitness for duty, supported by appropriate findings of the medical professional. The medical professional shall include one of the following statements in the report, a) the officer is mentally fit for duty; b) the employee is mentally fit for duty but requires some remedial action, e.g. counseling, reevaluation after a date certain, reassignment, etc.; c) the employee is presently unfit but with "specified" remedial action is likely to fit for return to duty; d) the employee is unfit for duty and the condition is not remedial. The content of the report, other than the finding on fitness for duty, shall not be communicated to any person not directly involved in determining what, if any, course of action shall be taken regarding the employee. The employee shall be entitled to a copy of the report, should he/she request one.

#### **Section 3**

If the employer's medical professional determines the employee unfit for duty, the employer shall inform the employee. The employee may seek a second evaluation, at his/her cost, and shall provide the findings contained therein to the employer. Nothing contained herein shall prevent the parties from agreeing to additional evaluations before an employment action is taken. Expenses incurred by the employee, consistent with the State of Illinois Travel Regulations, during the initial or subsequent jointly agreed evaluations shall be paid by the employer.



#### **Section 4**

During the period of the initial-evaluation of the employee, the employer shall have the right to relieve the employee from duty, with full pay and benefits. Once that evaluation is received the employer shall have the right to take such other employment action as is appropriate under the terms of this agreement. The employer may delay any such action during a period where an additional joint evaluation is being conducted. Any grievance arising from an employment action taken pursuant to this article, which the union claims violates the terms of the agreement, shall be filed with the Associate Vice President of Human Resources, or her or his designee.

#### **Section 5**

The fact that an employee is undergoing an evaluation shall not be disclosed to anyone other than those management personnel who require such knowledge in the ordinary course of their duties. All findings obtained by the employer shall be kept confidential and maintained in a file separate from the employee's official personnel file, unless such findings are needed to support an official employment action. The employer shall limit access to information regarding any evaluation regarding fitness for duty to those personnel who require such access in the ordinary course of their duties. The employee shall have the right to inspect any file maintained by the Employer which contains information regarding a fitness for duty evaluation.

### **ARTICLE 22**

#### **DUES DEDUCTION AND FAIR SHARE**

#### **Section 1**

The Employer agrees to deduct from the pay of those employees who individually request if any or all of the following: Union membership dues or assessments.

#### **Section 2**

Pursuant to Section (11) of Public Act 83-1014, if the unit has a majority of union members, as verified through the calculation of employees making dues deductions, non-union members employed in status positions in the unit, who choose not to become members within thirty (30) days of such employment, shall be required to pay a fair share fee not to exceed the amount of dues uniformly required of members. Such fair share fee, once certified by the exclusive bargaining agent, shall be deducted from the employee's pay check. Such fair share provision shall remain in effect for the duration of the labor agreement.

If the bargaining unit does not have a majority of employees as union members, the exclusive bargaining agent may request an election of the bargaining unit employees to determine whether or not a fair share provision shall be applied to non-union members. Such election shall be conducted by a third party upon which the parties can mutually agree. Any costs associated with the process shall be assumed by the exclusive representative. If it is determined, by the normal and standardized balloting and election procedures established by the third party that a majority of bargaining unit employees who vote favor the fair share provision, such fair share provision, subject to the same conditions listed above, shall be implemented on the pay period following the certification of election results. If the majority of employees in the bargaining unit do not favor the fair share provision, such provision shall not be implemented for the duration of the agreement. However, if the Union has requested an election and failed to receive a majority in favor of fair share, the provisions of the following paragraph shall not be applicable for the duration of the Agreement.

If during the duration of the Agreement the exclusive representative, can show that a majority of bargaining unit employees are union members through verification of employees making dues deduction, the fair share provision shall be implemented during the pay period following such certification and shall remain in effect for the duration of the Agreement.

### **Section 3**

In accordance with the provisions for deduction as described in Section 1 of this Article and fair share fees as described in Section 2 of this Article, the Employer shall cause the State Comptroller or other authorized wage paying authority to withhold those deductions or fees from the wages due to each bargaining unit employee, pursuant to the State Salary and Annuity Withholding Act and/or other applicable state statutes and/or procedures established by the Comptroller and/or the Employer and shall cause the amounts so withheld to be remitted to Fraternal Order of Police Labor Council by the State Comptroller or other authorized wage paying authority on a semi-monthly basis at the address designated, in writing, by the Union. The Union shall advise the Employer of any changes in dues, other approved deductions, or the fair share fee, in writing, at least fifteen (15) days prior to its effective date.

### **Section 4**

The Union shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit, or any form of liability (monetary or otherwise), including attorney's fees and cost, arising from any action taken or not taken by the Employer, its members, officers, agents, employees or representatives in complying with this Article or in reliance on any notice, letter or written authorization forwarded to the Employer pursuant to this Article.

## **ARTICLE 23** **LIMITATIONS OF AGREEMENT**

### **Section 1 Legal Limitations**

- (a) No provision or clause of this collective agreement may supersede law.
- (b) Previous or past agreements and commitments by and between the parties and those they represent, contrary to and/or not made a part of this agreement, are agreed to be null and void without recourse.

### **Section 2 University System Limitations**

No provision or clause of this collective agreement may supersede or contradict any existing Rules governing the State Universities Civil Service System, as enacted or as from time to time amended.

### **Section 3**

Should any provision of this agreement, or any application thereof, become unlawful by virtue of any Federal or State Law, or Executive Order of the President or the Governor of Illinois, or final adjudication of any court of competent jurisdiction, the provision or application of a provision of this agreement shall be renegotiated by the parties. In all other respects the provisions and applications of provisions of this agreement shall continue in full force and effect of the life thereof.

## **Section 4**

- (a) The parties acknowledge that during the negotiations which resulted in this agreement, the Union had the unlimited right and exercised full opportunity to make demands and proposals with respect to any permissible subject or matter. Further, it is agreed that this agreement expressly states and constitutes all negotiated terms and conditions of employment for employees covered under the agreement.
- (b) The parties voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any other subject or matter whether or not referred to or covered by this agreement and whether or not the subject or matter was mentioned or discussed during the negotiations preceding the execution of this agreement, even though such subject or matter may not have been within the knowledge and contemplation or either or both at the time they negotiated or signed this agreement. However, should the employer notify the union of its intent to alter a condition of employment, which falls within statutory control, the union shall first have an opportunity to negotiate over the impact of this change. This provision shall not be applicable to any changes in conditions of employment initiated by the State Universities Merit Board or Illinois Department of Central Management Services, nor any other public body which has the statutory authority to require such changes.

## **Section 5**

The resolution of any bargaining impasse shall be in accordance with the procedures of the Illinois Public Labor Relations Act, as amended. However, the parties agree and hereby state that the classification Police Telecommunicator is not a sworn peace officer position. Thereby, it shall not be subject to any of the provisions of the Illinois Public Labor Relations Act, including impasse resolution procedures; but fall within the jurisdiction of the Illinois Educational Labor Relations Act.

## **ARTICLE 24**

### **DURATION OF AGREEMENT AND CHANGES OR AMENDMENTS**

#### **Section 1 Duration of Collective Agreement**

This collective bargaining agreement shall become effective at the opening of business on July 1, 2013 and remain in effect through June 30, 2016. It shall automatically be renewed thereafter from month to month unless either party notifies the other by registered or certified mail at least ten (10) days prior to the date that it desires to terminate this agreement.

#### **Section 2 Changes or Amendments**

Either party may seek to change or amend the agreement if not more than one hundred twenty (120) days, nor less than thirty (30) days, prior to June 30, 2016, they notify the other party by certified mail of their desire to modify or terminate the agreement.

Negotiations or proposed changes or amendments to this collective agreement, pursuant to the notice required by Section 1, immediately above, shall begin not later than sixty (60) days following notification of one party to the other that it seeks to change or amend this agreement.

#### **Section 3 Continuing Effect**

Notwithstanding any provision of this Article or Agreement, this agreement shall remain in full force and effect after any expiration date while negotiations or resolution of impasse are continuing for a new Agreement or part thereof between the parties.

FOR THE BOARD OF TRUSTEES OF  
GOVERNORS STATE UNIVERSITY

Date: 9-8-14

Date: 8/23/14

**SCHEDULE A**  
**ROTARY DAYS OFF SCHEDULING SYSTEM**

1. All parties agree to the stipulation that this system shall remain functional as long as staffing levels within the Department of Public Safety are at least 13 sworn line police officers. Any increase will have no effect, but any further decrease must result in the return to the former schedule type pending another schedule type mutual agreement or revision of the F.O.P. contract.
2. The three shifts shall have rotating days off as follows:
  - 1<sup>st</sup> Watch (0000 – 0800) Saturday and Sunday, Monday and Tuesday, Thursday and Friday.
  - 2<sup>nd</sup> Watch (0800 – 1600) Sunday and Monday, Monday and Tuesday, Thursday and Friday, Friday and Saturday, Saturday and Sunday
  - 3<sup>rd</sup> Watch (1600 – 0000) SAME AS 2ND WATCH
3. Officers shall progress from one set of days off to the next set in progression per the attached sample schedules, every month for five (5) months. At the completion of the 5 month cycle, shift pick will occur. OFFICERS CHANGING SHIFTS AT SHIFT PICK MUST ASSUME THE SET OF DAYS OFF VACATED BY THE OFFICER LEAVING OR "BUMPED" BY THE MORE SENIOR OFFICER, in order to maintain the quality and flow of rotation.
4. During "transition week" (i.e. week leaving one set of days off to the next set of days off ONCE PER MONTH) the following schedule occurs:
  - 1st Watch
    - Slot "A" -- works 6 days into a three day weekend
    - Slot "B" -- split days off into new day off set
    - Slot "C" -- split days off into new day off set
  - 2nd Watch
    - Slot "A" -- 3 day weekend
    - Slot "B" -- 6 work days into new day off set
    - Slot "C" -- split days off into new D/O set
    - Slot "D" -- 6 work days into new day off set
    - Slot "E" -- 3 day weekend into new D/O set
  - 3rd Watch Same as 2nd Watch

\* NOTE - THE ABOVE SCHEDULE ONLY OCCURS DURING EACH MONTH'S TRANSITION WEEK
5. A five month schedule will be posted at one time for the convenience of department personnel. No vacations can be listed initially, but each month vacation requests will be handled per current contract provisions and will be indicated monthly on the master schedule set posted in the police communications center.



**ADDENDUM "A"**  
**WAGES**

**Section 1**

Employees within classifications covered by this agreement shall be employed at the starting rate for their classification and progress through the steps, based on years of service. Current employees (those persons so employed on the effective date of this amendment) shall continue to advance to the next step on their anniversary date as shown below, calculated from their date of appointment to the classification.

**Current    7/1/2013    7/1/2014    7/1/2015**

**Patrol Officer**

Years Of Service		3.9%	2.8 %	2.8%
Start	3,304.17	3,433.03	3,529.16	3,627.97
Year 2	3,435.57	3,569.56	3,669.50	3,772.25
Year 3	3,571.33	3,710.61	3,814.51	3,921.32
Year 4	3,714.30	3,859.16	3,967.21	4,078.30
Year 5	3,857.27	4,007.70	4,119.92	4,235.28
Year 6	3,978.57	4,133.73	4,249.48	4,368.46
Year 7	4,098.43	4,258.27	4,377.50	4,500.07
Year 8	4,219.74	4,384.31	4,507.07	4,633.27
Year 9	4,346.82	4,516.35	4,642.80	4,772.80
Year 10	4,476.81	4,651.41	4,781.64	4,915.53
Year 12	4,566.34	4,744.43	4,877.27	5,013.83

**Telecommunicator**

Years Of Service		3.9%	2.8%	2.8%
Start	2,508.65	2,606.49	2,679.47	2,754.49
Year 2	2,608.70	2,710.44	2,786.33	2,864.35
Year 3	2,687.52	2,792.33	2,870.52	2,950.89
Year 4	2,766.36	2,874.25	2,954.73	3,037.46
Year 5	2,849.72	2,960.86	3,043.76	3,128.99
Year 6	2,934.60	3,049.05	3,134.42	3,222.19
Year 7	3,024.04	3,141.98	3,229.95	3,320.39
Year 9	3,084.52	3,204.82	3,294.55	3,386.80

**Sergeant**

Years Of Service		3.9%	2.8%	2.8%
Start	4,781.51	4,967.99	5,107.09	5,250.09
Year 2	4,973.58	5,167.55	5,312.24	5,460.98
Year 3	5,122.33	5,322.10	5,471.12	5,624.31
Year 4	5,276.85	5,482.65	5,636.16	5,793.97
Year 5	5,382.37	5,592.28	5,748.87	5,909.83
Year 6	5,490.04	5,704.15	5,863.87	6,028.06
Year 8	5,599.84	5,818.23	5,981.14	6,148.62