ILLINOIS FOP LABOR COUNCIL ILLINOIS EDUCATIONAL LABOR

APR 1 9 2022

RELATIONS BOARD . SPRINGFIELD

and

THE BOARD OF TRUSTEES OF SOUTHERN ILLINOIS **UNIVERSITY GOVERNING** SOUTHERN ILLINOIS **UNIVERSITY** -CARBONDALE

F.O.P. Lodge No. 193 **Police Sergeants**

July 1, 2021 – June 30, 2025

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487 Western Springs - Phone: 708-784-1010 / Fax: 708-784-0058 Web Address: www.fop.org

24-hour Critical Incident Hot Line: 877-IFOP911



TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE	1
ARTICLE 2 - RECOGNITION	1
ARTICLE 3 - NON-DISCRIMINATION	1
Section 3.1. Equal Employment Opportunity	
Section 3.2. Non-Discrimination	
Section 3.3. Use of Masculine Pronoun	
Section 3.4. Americans with Disabilities	
ARTICLE 4 - DUES DEDUCTION	2
Section 4.1. Dues Deduction	
Section 4.2. Notification to New Employees	
ARTICLE 5 - MANAGEMENT RIGHTS	3
ARTICLE 6 - NO STRIKE	3
Section 6.1. No Strike Commitment	
Section 6.2. Resumption of Operations	
Section 6.3. Union Liability	
Section 6.4. Discipline of Strikers	
ARTICLE 7 - EMPLOYEE SECURITY	4
Section 7.1. Just Cause Standard	4
Section 7.2. Employee Security	
Section 7.3. File Inspection	
Section 7.4. Limitation on Use of File Material	
Section 7.5. Use of File Material	
Section 7.6. Disciplinary Action	
ARTICLE 8 - GRIEVANCE AND ARBITRATION	5
ARTICLE 9 - LAYOFF AND RECALL	7
ARTICLE 10 - HOURS AND OVERTIME	7
Section 10.1. Work Day and Work Week	
Section 10.2. Overtime	
Section 10.3. Callback	10
Section 10.4. Training	10
Section 10.5. Instruction.	
Section 10.6. Four Day Work Week	
ARTICLE 11 - WAGES	11
Section 11.1. Wages	
Section 11.2. Shift Differentials	
Section 11.3 Canine Officers	

ARTICLE 12 - BENEFITS IN ADDITION TO WAGES	12
Section 12.1. Insurance	
Section 12.2. Holidays	. 12
Section 12.3. Vacation	. 12
Section 12.4. Sick Leave	
Section 12.5. Injury Leave	
Section 12.6. Bereavement Leave	
Section 12.7. Jury Duty	
Section 12.8. Military Leave	
Section 12.9. Tuition Waiver	
Section 12.10. Administrative Closure.	
Section 12.11. Domestic Partner Benefits	
Section 12.11. Domestic I didner benefits	/
ARTICLE 13 - INDEMNIFICATION	17
Section 13.1. Hold Harmless	
Section 13.1. Floid Haitmess Section 13.2. Legal Representation	
Section 13.2. Legal Representation	
Section 13.4. Applicability	. 10
ARTICLE 14 - SENIORITY	1 Q
Section 14.1. Layoff	
Section 14.2. Vacations	
Section 14.3. Bidding	. 19
ARTICLE 15 - F.O.P. REPRESENTATIVES	10
Section 15.1. Grievance Processing	
Section 15.2. Union Negotiating Team	. 19
ARTICLE 16 - SAFETY	10
Section 16.1. Disabling Defects	
Section 16.2. Labor-Management Committee.	
Section 16.2. Labor-Ivianagement Committee.	
Section 16.5. Starring	. 20
ARTICLE 17 - BULLETIN BOARDS	20
ARTICLE I/ - BULLETIN BUARDS	. 20
ARTICLE 18 - UNIFORMS	20
Section 18 1	
00011011 10.1	
Section 18.2.	21
ARTICLE 19 - GENERAL PROVISIONS	21
Section 19.1.	
Section 19.2.	
Section 19.3.	
Section 19.4.	
Section 19.5. Physical Fitness	
Section 19.6. Replacement of Damaged/Stolen Equipment	
Section 19.7. Payment of Ballistic Vest Purchase	
Section 19.8. Promotional Examinations	22
ARTICLE 20 - SAVINGS CLAUSE	22
AK LICAE, ZU = NA VINUN CLAUNE	

ARTICLE 21 - RESOLUTION OF IMPASSE	22
ARTICLE 22 - DURATION	23
Section 22.1. Term of Agreement	
Section 22.2. Continuing Effect	23
SIGNATURES	24
APPENDIX A - WAGE RATES	25
TIER 1 EMPLOYEES	25
TIER 2 EMPLOYEES	26
APPENDIX B - EQUIPMENT	27
DUES AUTHORIZATION FORM	28
GRIEVANCE FORM	29

ARTICLE 1 - PREAMBLE

This Agreement is entered into by and between the Board of Trustees (hereinafter referred to as the Employer) and the Fraternal Order of Police, S.I.U. Lodge No. 193 and the Illinois Fraternal Order of Police Labor Council (hereinafter referred to as the Union). This Agreement shall become effective when ratified by the union and Board of Trustees and signed by authorized representatives thereof and may be amended or modified during its term only with mutual consent of both parties. Upon ratification, this Agreement supersedes all prior agreements and practices, whether written or oral, unless expressly stated to the contrary. This Agreement constitutes the complete and entire Agreement between the parties, and concludes collective bargaining for its term unless otherwise expressly provided herein.

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.

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Union representing the employees in the bargaining unit, and to make clear the basic terms upon which such relationship depends. It is the intent of both the Employer and the Union to work together to provide and maintain satisfactory terms and conditions of employment, and to prevent as well as to adjust misunderstandings and grievances relating to employees' wages, hours and working conditions.

In consideration of mutual promises, covenants and agreements contained herein, the parties hereto, by their duly authorized representatives and/or agents, do mutually covenant and agree as follows:

ARTICLE 2 - RECOGNITION

This Agreement applies to all employees in status positions in the class of Police Sergeant (including investigators in the above ranks) 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 classifications 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 question as to the right of representation must be raised in accordance with the provisions of the Illinois Public Labor Relations Act.

ARTICLE 3 - NON-DISCRIMINATION

Section 3.1. Equal Employment Opportunity

The Employer will continue to provide equal employment opportunity for all employees, and develop and apply equal employment practices.

Section 3.2. Non-Discrimination

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, age, religion, or national origin of the employee; nor shall the Employer discriminate against employees as a result of activities on behalf of the Lodge or membership in the Lodge, or the exercise of constitutional rights. The Employer agrees to comply with all applicable laws. Employees shall not be transferred, assigned or reassigned, or have any of their duties changed for reasons prohibited by this section. Any violations of this provision shall be pursued through the appropriate state or federal court or administrative agency, and not through the grievance process.

Section 3.3. Use of Masculine Pronoun

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

Section 3.4. Americans with Disabilities

This Agreement shall be interpreted to permit the reasonable accommodation of disabled persons as required by state or federal law, including the Americans with Disabilities Act (ADA). If a proposed accommodation will conflict with an express provision of the Agreement, the parties, if either requests, shall meet to discuss the proposed accommodation.

The parties agree that any accommodation made by the Employer or the Union with respect to job duties or any other term or condition of employment shall apply only to the person accommodated in the particular situation and shall not apply to any other employee. The fact that any person is accommodated, and the manner and method of such accommodation, shall be without precedent and therefore may not be used or relied upon by any person for any purpose at any time.

ARTICLE 4 - DUES DEDUCTION

Section 4.1. Dues Deduction

Upon receipt of a written and signed authorization form from an employee, the Employer shall deduct the amount of Union dues and initiation fee, if any, set forth in such form and any authorized increase thereof, and shall remit such deductions monthly to the Illinois Fraternal Order of Police Labor Council at the address designated by the Union in accordance with the laws of the State of Illinois. The Union shall advise the Employer of any increase in dues, in writing, at least thirty (30) days prior to its effective date.

Section 4.2. Notification to New Employees

The Employer agrees to provide the Union the opportunity, during new employee orientation, to provide new employees information on Union membership.

ARTICLE 5 - MANAGEMENT RIGHTS

It is understood and agreed that the University possesses the sole and unrestricted right to plan and conduct its operations and to determine the conditions of employment of its employees, except where that right is clearly, expressly, and specifically limited in this Agreement.

Rights which the University may exercise include, but are not limited to, the following:

- 1. To determine its mission, organization, budget, method of operation, and standards of service;
- 2. To determine the methods and means, including number and type of personnel, needed to carry out its mission;
- 3. To plan, direct, and control the work of employees, including the assignment of overtime;
- 4. To select new employees and to promote current employees;
- 5. To suspend, demote, discharge or take other disciplinary action against employees for just cause;
- 6. To lay off employees for lack of work or funds or for other legitimate reason;
- 7. To introduce new or improved methods, equipment, and facilities;
- 8. To contract for goods and services, provided that the University will notify the Union prior to contracting out law enforcement services to the extent that wages, hours or benefits of bargaining unit employees may be reduced. Upon request, the University will meet and negotiate with the Union over the impact of such contracting out.

The University recognizes the interest of the Union in any changes which affect the working conditions of employees represented by the Union, and consequently agrees to inform the Union of such changes.

ARTICLE 6 - NO STRIKE

Section 6.1. No Strike Commitment

Neither the Union nor any employee covered by this Agreement will call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage or the concerted interference with the full, faithful and proper performance of the duties of employment with the Employer during the term of this Agreement. Neither the Union nor any employee covered by this Agreement shall refuse to cross any picket line, by whomever established.

Section 6.2. Resumption of Operations

In the event of action prohibited by Section 6.1 above, the Union immediately shall disavow such action and request the employees to return to work, and shall use its best efforts to

achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

Section 6.3. Union Liability

Upon the failure of the Union to comply with the provisions of Section 6.2 above, any agent or official of the Union who is an employee covered by this Agreement may be subject to the provisions of Section 4 below.

Section 6.4. Discipline of Strikers

Any employee who violates the provisions of Section 6.1 of this Article shall be subject to immediate discharge. Any action taken by the Employer against any employee covered by this Agreement who participates in action prohibited by Section 6.1 above shall not be considered as a violation of this Agreement and shall not be subject to the provisions of this grievance procedure, except that the issue of whether an employee covered by this Agreement in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

ARTICLE 7 - EMPLOYEE SECURITY

Section 7.1. Just Cause Standard

No employee covered by this Agreement shall be suspended, relieved from duty, formally reprimanded, or discharged without just cause.

Section 7.2. Employee Security

When an employee covered by this Agreement is required to appear for an investigatory interview with any representative(s) of the Employer, and the employee holds a reasonable belief that the interview may result in disciplinary action against him, the employee's request that a representative of the Union be allowed to be present at the interview will be honored.

Section 7.3. File Inspection

The Employee's personnel file, including disciplinary history shall be open and available for inspection by the affected employee during regular business hours.

Section 7.4. Limitation on Use of File Material

It is agreed that any material and/or matter not available for inspection, such as provided in Section 7.3 above, shall not be used in any manner or any forum adverse to the employee's interests.

Section 7.5. Use of File Material

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.

Section 7.6. Disciplinary Action

Any formal disciplinary action taken by the Employer against an employee shall be in conformity with the Statutes and Rules of the State Universities Civil Service System and shall be eligible for appeal through application of the Grievance Procedure contained in this Agreement. Discharged employees may elect to either grieve their discharge to arbitration, or to avail themselves of a hearing before the Civil Service System, but not both. Notice of the election must be in writing within ten days of the notice of discharge, and is irrevocable.

The Employer agrees to follow the procedures set forth in the Peace Officers' Disciplinary Act, 50 ILCS 725/1 et seq., as amended. Officers shall have the right to union representation during questioning conducted in accordance with the Peace Officers' Disciplinary Act. No employee shall be subjected to disciplinary action based solely on an anonymous, uncorroborated complaint.

With respect to a complaint of wrongdoing or misconduct by a bargaining unit member that is reported to the Illinois State Police, the Employer shall, promptly after receiving the consent of the Illinois State Police, notify the employee of the complaint. With respect to a complaint not reported to the Illinois State Police, the Employer shall notify the employee of the complaint as soon as reasonably practicable.

Upon written request by an employee, the Director of Labor and Employee Relations will review a written reprimand that has been in the employee's file for a period of at least 18 months, and determine if such reprimand should be removed from the employee's official personnel file. Such written request shall not be made more than 90 days prior to the 18 month anniversary date of the written reprimand.

Upon the execution of this Agreement, employees may request expungement of prior written reprimands (18 months or older) provided such written requests are made within 90 days of the signing date of this Agreement. The Employer shall provide a written response to any request for expungement that is denied and provide the reason for denial.

Upon written request by the employee, written reprimands for Level I or Level II infractions in excess of 36 months old shall be expunged from the employee's official personnel file at Human Resources, provided that no further disciplinary action has been taken since the issuance of the written reprimand.

ARTICLE 8 - GRIEVANCE AND ARBITRATION

It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the following steps. For the purposes of this Agreement, a grievance is any dispute or difference of opinion raised by an employee or the Union against the Employer involving the meaning, interpretation or application of the provisions of this Agreement. Any time period provided for under the steps in the grievance procedure may be mutually extended or contracted.

Step 1. An employee(s), with or without a Union representative, shall take up the matter with the respective Division Commander within ten working days of the occurrence of the

event giving rise to the grievance, or of the employee(s) becoming aware of the event. The Division Commander shall then give the grievant(s) his decision within ten working days.

- Step 2. If not resolved in Step 1, the grievance shall be reduced to writing and presented by the Union to the Director of Public Safety within ten working days following the receipt of the Division Commander's response in Step 1. The Director of Public Safety shall then have ten working days from his receipt of the grievance to render a decision.
- Step 3. If not resolved at Step 2, the grievance shall be submitted to Labor and Employee Relations within five working days following the Director of Public Safety's response at Step 2. Labor and Employee Relations shall then arrange a meeting at a mutually agreeable time and place with representatives of the Union and Department of Public Safety to discuss the grievance and attempt to achieve an equitable resolution. If a settlement is achieved as a result of such meeting, its terms shall be reduced to writing and signed by the two parties. If no settlement is reached, Labor and Employee Relations shall give the Union the Employer's response within five working days following the meeting.
- Step 4a. If the grievance is not satisfactorily resolved, at Step 3 and concerns the application or interpretation of the Statute and Rules of the State Universities Civil Service System of Illinois, the employee(s) or the Union shall, if the matter is to be pursued, present the issue(s) involved in the dispute to the Director of the System for resolution.
- Step 4b. If the grievance is not satisfactorily resolved at Step 3 and concerns the administration or interpretation of this Agreement, the Union may submit the grievance to final and binding arbitration through the Federal Mediation and Conciliation Service. If a demand for arbitration is not filed within thirty (30) days of the date of the Step 3 answer, then the grievance shall be deemed withdrawn.
 - (1) The arbitrator shall have no power to alter the terms of this Agreement.
 - (2) The costs of such arbitration shall be borne equally by the Employer and the Union, except as otherwise provided by the rules promulgated by the Illinois State Labor Relations Board. An employee has the right to representation at all steps of the grievance procedure.
- Step 4c. If the grievance is not satisfactorily resolved at Step 3 and concerns a disciplinary action short of discharge, the grievant (disciplined employee), if the Labor Council chooses not to pursue Step 4b above, may elect to pursue the matter by following Step 4 of the University's "Grievance Procedures for Civil Service Employees at SIU-C." However, the University's Vice Chancellor for Administration and Finance will replace the Chancellor as the locus of the Step 4 appeal, and the grievant must submit the grievance to him in writing within twenty-one days of the Step 3 decision or the grievance will be considered resolved. Once the Labor Council has filed for arbitration, or the grievant has submitted the grievance to the Vice Chancellor, that choice is

irrevocable and the result of the chosen course of action will be honored by all parties. In no event shall the same disciplinary action be reviewed through both channels.

If no answer is received at any step within the specified time, the grievance shall automatically go to the next step.

A time extension(s) may be taken at any step of the grievance procedure by mutual consent of the Employer and the Union.

No reprisal(s) shall be taken by the University against any employee because of his participation in a grievance.

When a grievant and/or his representative is required by Steps 1 through 4a (or 4c) of the above procedure to attend a meeting during his regularly scheduled work assignment, such persons shall be released without loss of pay or benefits for the length of that meeting, including reasonable travel time. Such paid release time shall not apply to any arbitration proceedings at Step 4b.

A grievance may be withdrawn at any step. Such withdrawal shall not constitute a determination of the merits of the grievance.

All records related to a grievance shall be filed separately from the official personnel file of the employee. Upon the request of an employee one year or more after the initial filing of a grievance, all record of that grievance shall be removed from that employee's departmental file.

ARTICLE 9 - LAYOFF AND RECALL

Any layoff or recall of employees covered by this Agreement will be carried out in accordance with the Statute and Rules of the State Universities Civil Service System. The Employer agrees to notify the Union of its intentions regarding layoffs and recalls at least ten working days prior to taking such actions. Benefits provided to employees covered by this Agreement who are laid off will remain the same as those provided to other Civil Service employees of the Employer who are laid off.

ARTICLE 10 - HOURS AND OVERTIME

Section 10.1. Work Day and Work Week

- (a) All time in excess of the hours worked in the normal work day eight (8) hours and normal work week forty (40) hours Sunday through Saturday shall be compensated as provided in Section 10.2.
- (b) Each employee shall be allowed a thirty (30) minute meal period per tour of duty. This meal period shall be considered service time during which the employee will be subject only to priority calls. Employees will be allowed to take periodic coffee breaks as long as they are not out of service and properly perform their assignments.

(c) It is understood that because of the unusual nature of the Employer's business the operation shall be on a seven (7) day workweek basis. It is further understood that the Employer has the right to establish various shifts whether they be day or night, Saturday, Sunday, etc., in order to cover all phases of its business. The daily work shift will consist of eight (8) consecutive hours, including a paid thirty (30) minute lunch period at a time to be arranged with the supervisor.

Section 10.2. Overtime

(a) Employees covered by this Agreement shall be compensated at one and one-half times their regular rate of pay for time worked in excess of eight (8) hours in a day or forty (40) hours in a week. Overtime that is billable to campus departments or other outside entities shall be paid overtime only.

For non-billable overtime, compensatory time off may be substituted for overtime pay, at the employee's option, except that after July 1, 2015 employees may have accrued no more than 120 hours of compensatory time off. Employees may cash out up to 40 hours of compensatory time once per year and must be requested by November 1st of each year. Any overtime worked which would put an employee above the applicable limit must be compensated monetarily. These limits will apply to overtime work spent in training or instructional activity as provided in Sections 4 and 5 of this Article. Hours worked for purposes of this Article shall include paid holidays, vacation hours, sick leave hours, and compensatory hours off, but shall not include any other leave (i.e., disciplinary suspension, hours worked due to voluntary trade initiated by employees, etc.). Requests for compensatory time off will be given the same consideration as vacation requests.

Effective July 1, 2015, any employee with more than 120 hours of accrued compensatory time will be given the appropriate amount of pay to reduce their accrued balance to 120 hours.

- (b) Pay for overtime hours worked during the regular workweek or on a holiday shall not be duplicated, pyramided, or counted against for the purpose of computing overtime pay, except as provided in (c) below.
- (c) Time worked or in callback status by an employee on an Employer recognized holiday and which is in excess of that employee's normal eight (8) hour day or forty (40) hour week will be compensated at 2 1/4 times the straight time rate of pay.
- (d) Overtime shall be divided and offered equally and impartially among all eligible employees, and the Union will post a list on at least a weekly basis indicating the amount of overtime offered as well as the amount worked. All overtime will be logged on the overtime list. Maintenance of the overtime lists will be the responsibility of the Union.
- (e) Opportunities to earn premium pay by working on holidays will not be treated as overtime for the purpose of equalizing such opportunities among the employees normally scheduled to work on the particular days on which the holidays fall.

(f) It is understood that no employee is relieved of his obligation to work overtime. The employer may require that overtime be worked in any given situation. The Employer shall post a notice in the workplace as soon as reasonably practical (if practical, at least fourteen (14) days in advance) announcing events or other occurrences that will likely give rise to the need for employees to work overtime. In addition, during July of each year, the Employer will post an SIUC University/Community calendar of events that the Employer anticipates may require overtime work. It is understood, however, that the posting of this calendar of events in no way limits the Employer's right to require that overtime be worked at other events or guarantees that any employees will work overtime for any event listed on the calendar.

If, in a given situation, the overtime list is exhausted without filling required assignments, management will fill the assignments through the following procedures:

- 1. Solicit volunteers scheduled to work from the applicable adjacent shifts to divide remaining assignments, in order of the turn sheet.
- 2. Draft eligible employees from the event signup sheet beginning with least senior.
- 3. Draft eligible employees scheduled to work from the applicable adjacent shifts to divide remaining assignments, beginning with least senior.
- 4. Solicit volunteers from among the employees scheduled off on benefit time.
- 5. Draft employees scheduled to be off on benefit time, beginning with least senior.

The Employer will make known as soon as practical the employees expected to work overtime. Written notice of schedule changes and overtime assignments will be posted prominently in a conspicuous place.

Where another bargaining unit employee is available to work, no employee shall have less than seven (7) consecutive hours off of work in any twenty-four (24) hour period, except upon the mutual consent of the Employer and employee; and provided that this provision shall not relieve the employee of his/her duty to make court appearances or other such commitments.

- (g) When an employee returns to work after a period of training, on disability, or on worker's compensation, he will be charged, on the overtime list, the average number of hours charged to all other employees on the list as of the date of return.
- (h) A newly hired employee will be charged, on the overtime list, the average number of hours charged all other employees on the list as of the date of eligibility to work overtime.
- (i) Time worked on a day declared by the Employer to be one of Administrative Closure and which is in excess of that employee's normal eight (8) hour day or forty (40) hour week will be compensated at 2 1/2 times the straight time rate of pay.
- (j) The shifts, workdays and hours to which employees are assigned shall be stated on departmental work schedules. Should it be necessary in the interest of efficient operations to establish schedules departing from the normal workday or workweek, the University will

give notice of such change to the individual as far in advance as is reasonable (when reasonable, at least fourteen (14) days in advance).

Section 10.3. Callback

An employee who has completed his regularly scheduled shift and has left the premises and is "called back" by the University will receive a minimum of four (4) hours pay, or be paid for actual time worked, whichever is greater, at the applicable overtime or premium rate.

An employee making a court appearance on behalf of the University during off-duty hours as part of his official duties will receive a minimum of four (4) hours pay for such appearance. Such payment may be monetary or in compensatory time off, at the employee's option. A court appearance in regard to a second case which takes place outside the four (4) hours paid for the first appearance but within the same day will also earn the employee a minimum of four hours pay. Time spent beyond four hours in a single day on a given case will be paid for on a per hour basis. Court time shall be defined as necessary appearances before courts and grand juries, prosecutor's pretrial conferences and Student Judicial Affairs hearings. Any witness fees given to employees will be assigned to the Employer. The employee shall have the duty to call the Police Telecommunicator on duty to determine whether or not a notice of cancellation has been received.

When an employee is "called out," or works a special event, and that assignment extends to within one hour of said employee's regular shift, or begins within one hour after the employee's regular shift, said employee shall continue to work and be paid during the hour or fraction thereof.

If an employee turns down an overtime assignment which is offered less than forty-eight hours prior to the beginning of the assignment, the time will not be charged against that employee on the overtime list.

Section 10.4. Training

The University is committed to the principle of training its employees. Said training shall be provided insofar as it does not adversely affect and/or interfere with the orderly performance and continuity of services within the Department of Public Safety. Training shall be scheduled by the Director of Public Safety or his designee. The Director of Public Safety shall assure equal access to training opportunities to the extent that operational requirements of the Department permit. Employees may adjust their schedules, with the approval of the department, to accommodate training and minimize overtime.

Employees will from time to time be required to attend training sessions. If because of the training, the time worked exceeds forty (40) hours per week, compensatory time off will be granted at the rate of time and one-half. All training that requires officers to work other than their regularly assigned hours and/or is not performed in lieu of shift will be compensated as compensatory time at the overtime rate as stated in Section 10.2(a) of this Article. Should the employee's compensatory time totals reach the maximum listed in Section 10.2(a) of this Article, then the employee will be compensated monetarily at the overtime rate. All hours spent in training approved by the department shall be compensated as compensatory time at the overtime rate as stated in Section 10.2(a) of this Article.

Travel for training that is pre-approved by the department shall be compensated as compensatory time at the overtime rate as stated in Section 10.2(a) of this Article, either from the department, or if the employee travels directly to the training, from their home, whichever distance is shorter. Only travel time that is normally greater than fifteen (15) minutes will be eligible for the compensation.

Section 10.5. Instruction

Overtime spent in departmentally approved instructional activity will be compensated at the overtime rate either in time off or in pay, by agreement of departmental management and the affected individual employee(s).

Section 10.6. Four Day Work Week

If a four (4) day workweek is implemented, each daily shift shall be ten (10) hours in length measured from the starting time. A paid lunch period of thirty minutes in length at a time arranged with the supervisor will be included in each shift. Time worked in excess of ten (10) hours in a day will be compensated at one and one-half times the regular rate of pay. The lunch allowance referred to in Section 6 above will be paid after twelve (12) hours of work. The four (4) shifts comprising the workweek shall be on consecutive days.

ARTICLE 11 - WAGES

Section 11.1. Wages

Effective July 1, 2021 - 4% across the board wage increase. See rate schedule attached.

Effective July 1, 2022 - 3% across the board wage increase. See rate schedule attached. Retroactive on all hours paid.

Effective July 1, 2023 – 3% across the board wage increase. See rate schedule attached.

Effective July 1, 2024 – 2% across the board wage increase. See rate schedule attached.

Section 11.2. Shift Differentials

Employees will be paid a premium of thirty (30) cents per hour for regularly scheduled work performed on the second and third shifts. The second shift is defined to be any shift beginning between 2 p.m. and 10 p.m. and the third shift to be any shift beginning between 10 p.m. and 6 a.m. 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.

Section 11.3. Canine Officers

Should the Employer establish a canine unit during the term of this Agreement, any officer assigned to the unit shall be compensated at the rate of two (2) hours overtime per week in addition to his regular hourly compensation. The parties agree that the two (2) hours of overtime pay per week is fair and adequate compensation for the off-duty care and maintenance of the Employer's canine. Should the Employer's canine become ill or injured such that it must be hospitalized four (4) or more days in a work week, the officers assigned as the canine's handler shall not receive the

two (2) hours overtime provided for in this Section. Should the Employer's canine die, the officer assigned to that canine shall no longer receive the two (2) hours overtime compensation.

ARTICLE 12 - BENEFITS IN ADDITION TO WAGES

Section 12.1. Insurance

Health and life insurance benefits and privileges for employees covered by this Agreement shall remain the same as those provided to other employees of the University. During the term of this Agreement, health and life insurance benefits shall be provided to all eligible employees covered by this Agreement in accordance with the Illinois State Employees Group Insurance Act of 1971, (5 ILCS 375-1), as amended from time to time. The parties agree to accept the terms and conditions of life and health insurance benefits, including costs to unit employees required for participation in the plan administered by the Department of Central Management Services. Nothing herein shall preclude the University Joint Benefits committee from reviewing benefits and making advisory recommendations.

Section 12.2. Holidays

- (a) The Employer recognizes the following as holidays: Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day, and five days designated by the Chancellor of the University prior to the beginning of the fiscal year.
- (b) Employees covered by this Agreement will be compensated for the holidays cited in (a) at their regular rates of pay, excluding any shift differential.
- (c) An employee required to work on a holiday cited in (a) will be compensated one and one-half times the regular rate of pay, in addition to the holiday pay provided in (b).
- (d) When one of the six holidays listed in (a) falls on a Saturday, the Friday preceding it will be recognized as that holiday. When one of the six holidays listed in (a) falls on a Sunday, the Monday following it will be recognized as that holiday.
- (e) An employee who normally works other than a Monday-through-Friday schedule and who consequently is not scheduled to work on a recognized holiday, will receive as operations permit, either (1) an additional day's pay at his regular rate, or (2) the scheduled day nearest the recognized holiday as a substitute holiday.
- (f) For an employee to receive compensation for a holiday, he must be in pay status the last scheduled work day preceding the holiday and the first scheduled work day following the holiday, unless absence on one or both of these days is approved by the appropriate supervisor and Human Resources.

Section 12.3. Vacation

(a) Effective July 1, 1989, employees covered by this Agreement will earn vacation in accordance with the following schedule:

Rate Earned Per Hour of Appro	oximate Leave Days
Year of Pay-Status Service Earne	ed in One Year by
Service (Exclusive of Overtime) in %/hr. a Full	l-time Employee
1 0462	10
1 .0462	12
2 .0500	13
3 .0539	14
4 .0577	15
5 .0616	16
6 .0655	17
7 .0693	18
8 .0732	19
9 .0770	20
10 .0809	21
.0847	22
.0885	23
13 .0924	24
14 .0962	25
15 .1000	26
16 .1039	27
17+ .1077	28

- (b) An employee cannot continue to accrue vacation if he has credited to his account the amount of vacation he would accrue in a two year period at his current rate of accrual. Vacation will continue to accrue while an employee is using vacation credits (and sick leave credits if applicable) which were available at the beginning of a period of approved vacation.
- (c) The Employer will grant vacations insofar as is possible in accordance with employees' preferences. However, the approval of each vacation request will be at the discretion of the departmental executive officer and as operations permit.
- (d) In the event of a change of status of an employee, such as resignation, layoff of undetermined duration, termination, death or retirement, the employee's payroll records will be closed and a lump sum payment of all earnings and accrued and unused vacation will be made.

Section 12.4. Sick Leave

- (a) Employees covered by this Agreement will earn paid sick leave at the rate of 0.0462 hours for each hour of pay status service (exclusive of overtime). The amount of sick leave accumulated at the time any illness begins will be available in full, and additional leave will continue to accrue while an employee is using that already accumulated. There shall be no limit on the amount of sick leave which may be accumulated.
- (b) Sick leave compensation will be at the normal rate of pay. An employee may use accrued sick leave for personal illness or injury, for personal medical and dental appointments, any approved family and medical leave and for the illness or injury of a member of the employee's immediate family or household or additional bereavement in accordance with

established policy. For this purpose, "immediate family" shall include spouse, domestic partner, child, parent, mother-in-law, father-in-law, stepparent, sibling, grandparent, grandchild. Household includes anyone maintaining a family relationship living in an employee's home.

- (c) Employees who misuse sick leave may be suspended or discharged. An Employee's supervisors or Human Resources may require documentation from a physician, or other administratively acceptable proof of illness, when there is the appearance of misuse of sick leave. Employees receiving sick leave pay may not work elsewhere without forfeiture of this pay, except when outside employment has been approved by the University.
- (d) Sick Leave benefits will apply only to an employee's regular work schedule.
- (e) Sick leave will be used in the following order:
 - 1. Sick leave days earned and accrued before January 1, 1984;
 - 2. Sick leave days earned and accrued after January 1, 1998;
 - 3. Sick leave days earned and accrued on or after January 1, 1984 through December 31, 1997;
- (f) Upon termination of employment for any reason, an employee or employee's estate is entitled to be paid for one-half of the unused sick leave which was accrued between January 1, 1984 and December 31, 1997.
- (g) In addition to the regular sick leave governed by (a) through (f) above, each employee covered by this Agreement is eligible for an extended sick leave benefit (ESLB) not to exceed twenty (20) work days per fiscal year (July 1 June 30). ESLB will be proportionate to the percentage of full-time equivalent (FTE) employment. Employees must have worked at least 6 months in a status position to be eligible for the benefit. Any absence that qualifies for Family and Medical Leave (FMLA) will be eligible for the Extended Sick Leave benefit with proper documentation. The leave must be approved by Human Resources for the employee to use the ESL benefit. ESL can be used intermittently and for an illness or injury of a member of the immediate family in accordance with FMLA guidelines. This includes spouse, domestic partner, child and parent. Prior to returning to work from extended sick leave due to an employee's own medical condition, the employee must obtain a medical release, in accordance with the policy for Medical Certification, Examination, and Inoculation.

ESL may not be carried over from one fiscal year into the next. If an absence covered by ESL extends from one fiscal year into another, the employee must return to work before becoming eligible for an additional twenty (20) days in the second fiscal year, unless otherwise approved due to a catastrophic illness. Employees who are not in active pay status are not eligible for this benefit.

Vacation and regular sick leave will continue to accrue during the use of the ESLB. Extended Sick Leave time, in cases of employees who are eligible, will be deducted from the 12-week family and medical leave entitlement.

(h) The Employer reserves the right to require an employee to undergo medical examination, at the Employer's cost, for the purpose of ascertaining if the employee is physically and/or mentally fit to perform the duties of his position.

Section 12.5. Injury Leave

If any Police Sergeant suffers an injury in the line of duty which causes him to be unable to perform his duties, the University will abide by the provisions of 5 ILCS 345. Public Employee Disability Act. If recuperating employees are released by their physician for restricted duty, and if the Employer determines that an appropriate restricted duty assignment exists, then such restricted duty assignments may be provided and shall be administered reasonably and fairly.

Section 12.6. Bereavement Leave

Upon request, an eligible employee shall be granted, without loss of pay, bereavement leave of up to three (3) work days. Such leave may be used to attend the funeral or memorial service, for related travel and/or for bereavement time upon the death of a member of the immediate family or household. For these purposes, the immediate family is defined as spouse, domestic partner, child, parent, brother, sister, grandparent, grandchild, and corresponding in-laws, and the immediate family of the domestic partner, as defined above. Household includes anyone maintaining a family relationship living in an employee's home. Up to seven (7) additional work days may be taken using accrued sick leave or leave without pay in the event of a death of an immediate family member or household. One (1) work day shall be granted upon request, without loss of pay, due to the death of a relative outside the immediate family or household or to serve as a pallbearer at a funeral. For these purposes, a relative is defined as aunts, uncles, nieces, nephews, and cousins, and corresponding in-laws. In accordance with the Illinois Child Bereavement Leave Act, an employee who suffers the loss of a child is eligible for up to two (2) weeks bereavement leave. This leave is unpaid unless covered by the employee's available sick or vacation, or bereavement established by the above policy. A leave of up to six (6) weeks is allowed in the event of the death of more than one child in a twelve (12) month period. Leave must be completed within sixty (60) days of being notified of the death of the child.

Section 12.7. Jury Duty

Employees covered by the Agreement called for jury duty or subpoenaed by any legislative, judicial, or administrative tribunal will be allowed time away from work with pay for such purpose. All employees covered by this Article shall return to their respective duties if at least 3 3/4 hours remain on their shift EXCEPT, as required by P.A. 81-431 (Ill. Rev. Stat., Ch 78, Par. 4.1), a night shift employee is not required to report back for the remainder of his shift while actually serving on jury duty. If, however, a night shift employee has been excused from jury duty for more than the remainder of a day for which (s)he reports, (s)he shall return to his regular duties until recalled for jury duty by the Court.

Section 12.8. Military Leave

The Employer agrees to abide by state and federal law as currently written and as may be amended from time to time.

Section 12.9. Tuition Waiver

- (a) Employees covered by this Agreement shall be eligible for waiver of tuition and some fees, subject to the following conditions:
 - (1) Each such request for tuition waiver and any attendant request for release time from work is subject to the approval of the employing department and Human Resources. Waiver may also be restricted by rule of the relevant academic unit, such as the Graduate School.
 - (2) Courses requiring not more than five clock hours per week may be taken during an employee's normal working hours. All such work time must be made up in a manner mutually agreeable to the employee and his supervisor(s) or charged against the employee's accrued vacation time. The lunch period is not considered as part of normal working hours for this purpose but "breaks" or "rest periods" are.
 - (3) An employee must be employed for the entire duration of the semester or session to be eligible for tuition waiver.
 - (4) No course taken by an employee at the request or direction of the department head or Human Resources will count against the limitation in (2) above.
- (b) Surviving spouses and dependent children of deceased SIUC employees are eligible for tuition waiver exclusive of fees for a period not to exceed eight semesters under the following conditions:
 - (1) A "deceased University employee" is defined as one who at the time of death was in active pay status, in retirement status, or in disability status, and who had served the University for at least five (5) years in a full time capacity.
 - (2) Children must be natural born or adopted children who were considered dependents of the deceased for federal income tax purposes, or foster children who were supported by and lived in the home of the deceased employee for at least five years and were considered dependents for federal income tax purposes.
 - (3) Spouses and children are not eligible for tuition waiver if they are employed by the University in any capacity other than as student employees or are receiving aid under a program that provides tuition reimbursement.
 - (4) Children shall not be eligible for participation if they have passed the age of 22 at the time of the death of the employee unless they are enrolled in the University at the time of death. Eligibility of dependent children shall terminate at age 28.

- (c) Dependent children of an employee are eligible for a fifty percent tuition waiver subject to the following conditions:
 - (1) The employee must have been employed by Southern Illinois University for at least seven years.
 - (2) The child must be under the age of 25 at the beginning of the academic year in which the tuition waiver is requested.
 - (3) The waiver is limited to eight semesters plus four summer sessions, undergraduate tuition only.
 - (4) The child must qualify for admission to the University under the same admission requirements which the University applies generally to its respective undergraduate colleges, and must maintain satisfactory academic progress toward graduation once admitted.

Section 12.10. Administrative Closure

In the event the Employer declares a partial or total closure of the University campus under its Administrative Closure Procedure, the following conditions will apply to employees covered by this Agreement:

- (a) Employees regularly scheduled to work but not required to work during the closure will be paid their regular wages.
- (b) Employees regularly scheduled to work and required to work during the closure will receive additional compensation at their regular rates of pay for the hours worked or be given compensatory time off, at the individual employee's option.
- (c) Employees not regularly scheduled to work who are required to work on an overtime basis during the closure will be compensated at two and one-half times their regular rates of pay for the hours worked or be given compensatory time off in the same proportion.

Section 12.11. Domestic Partner Benefits

Eligible employees may apply for benefits offered by Southern Illinois University Carbondale under the Domestic Partner Policy.

ARTICLE 13 - INDEMNIFICATION

Section 13.1. Hold Harmless

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.

Section 13.2. Legal Representation

The Employer shall provide legal representation in any civil course of action for any action of an employee arising out of the course of the employee's employment.

Section 13.3. Cooperation

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.

Section 13.4. Applicability

The Employer will provide the protections set forth in Section 1 and Section 2 above, so long as the officer is acting within the scope of his employment and where the officer cooperates, as defined in Section 3, 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 14 - SENIORITY

Section 14.1. Layoff

Seniority as outlined in the Rules of the State Universities Civil Service System of Illinois shall be considered a part of this Agreement.

Section 14.2. Vacations

- (a) On or before November 1 of each year, the Employer shall post an absence request sign-up sheet for the upcoming calendar year. An officer covered by this Agreement may select up to fourteen (14) consecutive calendar days, or two (2) periods of seven (7) consecutive calendar days during the upcoming year that he/she wishes to take accrued vacation or compensatory leave. During the thirty (30) days that the sign-up sheet is posted, seniority (as defined in Article 14) shall be used to resolve any conflicts in the proposed vacation/leave schedule. At the end of the thirty (30) day posting period, employees may submit a request for one additional period of seven (7) consecutive calendar days chosen from any available block of time remaining open after the thirty (30) day posting period. Such requests will be considered based on seniority, and may not include the exclusionary time periods listed in paragraph (c) below. The Employer shall post the leave schedule on or before the end of the first full week of the new calendar year.
- (b) Benefit time requests not submitted per the previous paragraph shall be considered as follows: Department seniority within each shift will prevail in the selection of vacations. In order for seniority to prevail, all requests for benefit time for three (3) or more days must be submitted to the immediate supervisor before the tenth (10th) day of the second month prior to the month in which time off is requested. Any requests after that time will be given on a first come first served basis. Confirmation of requests cannot be made prior to ninety (90) days before the time off requested.

(c) The Employer may deny vacation requests, regardless of when made, when made less than one (1) week in advance where the requested vacation would not allow for adequate staffing of the department. In addition, the Employer may deny vacation requests for the "move-in" period before a semester begins, Halloween and Fridays, Saturdays and Sundays immediately preceding and following Halloween, the weekend(s) of homecoming, Kappa Karnival, graduation, and other similar events when requested by the University Chancellor or his designee. The Employer shall consider any vacation request, and approve or deny it within seven (7) days of its submission. Any vacation request that is not approved within seven (7) days of submission shall be considered denied. No vacation shall be unreasonably denied.

Section 14.3. Bidding

- (a) Department seniority shall prevail by division in the selection of shifts and days off. Such bidding shall be held two times per year, during the months of December and June. Shift changes will occur on the first day of the first full pay period in January and July. Shifts shall be re-bid if an employee, who was unable to bid due to an extended leave, requests in writing to bid for a shift upon return to full duty.
- (b) Employees will be appointed to specialty jobs by management. Employees appointed to specialty assignments shall be given their schedule of regular work days and work hours upon assuming their new assignment, provided that their schedules are subject to change with reasonable advance notice.

ARTICLE 15 - F.O.P. REPRESENTATIVES

Section 15.1. Grievance Processing

Reasonable time while on duty shall be permitted Union representatives for the purpose of aiding or assisting or otherwise representing officers in the handling and processing of grievances or exercising other rights set forth in this Agreement, and such reasonable time shall be without loss of pay. Union representatives shall, when participating in compensable union activities, provide their supervisor with an absence slip marked "other absence with pay" indicating the time the employee will be absent from duty.

Section 15.2. Union Negotiating Team

Members designated as being on the Union negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay. If a designated Union negotiating team member is in regular day-off status on the day of negotiations, he will not be compensated for attending the session.

ARTICLE 16 - SAFETY

Section 16.1. Disabling Defects

No employee shall be required to use any equipment that has been designated by both the Union and the Employer as being defective because of a disabling condition unless the disabling

condition has been corrected. Refusal by an employee to operate such equipment shall not be considered a violation of this Agreement (includes police radios).

When an assigned department vehicle is found to have a disabling defect or is in violation of the law, the employee will notify his supervisor, complete required reports, and follow the supervisor's direction relative to requesting repair, replacement, or the continued operation of said vehicle.

The Employer shall take all reasonable steps to protect employees during working hours in the performance of their duties. The Board shall comply with applicable federal or state health and safety statutes. Employees covered by this contract shall comply with all applicable University rules and regulation that are promulgated to implement applicable federal and state statutes concerning safety and health.

Section 16.2. Labor-Management Committee

A Labor-Management committee shall meet as needed to discuss topics relevant to safety and equipment needs of the Department.

Section 16.3. Staffing

As indicated in Article 5, the University maintains the right to determine staffing levels. In so far as possible, at least one supervisor will be on duty at all times. Exigent circumstances may prevent this from occurring, but every effort should be made to staff the shift accordingly. Nothing in this Section requires management to reduce the staffing on any given shift to the levels indicated above.

ARTICLE 17 - BULLETIN BOARDS

The Employer shall provide the Union with designated space on available bulletin boards, or provide bulletin boards on a reasonable basis, where none are available for purposes of the Union.

ARTICLE 18 - UNIFORMS

The University shall provide all Police Department employees covered by this Agreement all required clothing and equipment (as listed in Appendix B) upon initial employment and will replace such items as needed.

Section 18.1.

Employees assigned to the Investigations Unit and employees who are required to dress in plain clothes as part of their normal duty day, will receive an annualized clothing allowance of (\$600) six-hundred dollars (\$300 on July 1 and \$300 on January 1 of that fiscal year). Employees assigned to these positions after July 1 of the fiscal year will receive a prorated clothing allowance based on their assignment date of \$50 for each full month assigned to these positions with appropriate payments made upon assignment and on January 1 if applicable. The Department will

continue to launder police uniforms, but will not launder personal clothing items, including those worn by members of the Investigations Unit.

Section 18.2.

The Department will not provide personally carried firearms to employees covered by this Agreement. Firearms purchased by employees must conform to current Department policy regarding make, model, and caliber.

ARTICLE 19 - GENERAL PROVISIONS

Section 19.1.

Authorized representatives of the National or State Lodge shall be permitted to visit the Department during working hours to talk with officers of the local Union and/or representatives of the Employer concerning matters covered by this Agreement. The Director of Public Safety is to be notified of each such visit at its inception and such time taken shall be reasonable in length.

Section 19.2.

A Union representative shall have the right to examine time sheets or other official records pertaining to the computation of compensation of an employee whose pay is in dispute. A Union representative shall have the right, with the affected employee's written consent, to examine an employee's official personnel record when that record is pertinent to a specific grievance.

Section 19.3.

The Employer agrees to provide inoculation or immunization shots for the employee and for members of an employee's family when such becomes necessary as a result of said employee's exposure to contagious diseases where said officer has been exposed to said disease in the line of duty.

Section 19.4.

The Employer agrees to defray funeral and burial expenses of any employee of the Police Department killed in the line of duty in the amount of \$5,000.

Section 19.5. Physical Fitness

In order to maintain efficiency in the Police Department, to protect the public, and to reduce injury risk, the University encourages participation in a physical fitness program. Employees are expected to be sufficiently fit to perform the requirements of their job.

Section 19.6. Replacement of Damaged/Stolen Equipment

The Employer agrees to repair or replace, as necessary, an employee's eye glasses, contact lenses, prescription sun glasses and watches (cost for watches up to a value of \$100.00) if such items are damaged, stolen or broken in legitimate line-of-duty circumstances documented with the employee's immediate supervisor.

Firearms shall be repaired or replaced, at the department's discretion, up to the replacement value, if damaged, stolen or broken in legitimate, line-of-duty circumstances, documented with the

employee's immediate supervisor. When a firearm is replaced as a result of damage, the damaged firearm shall become the property of the department.

Damage in the line of duty does not include normal wear and tear, abuse of equipment, or accidental damage incurred through carelessness.

Section 19.7. Payment of Ballistic Vest Purchase

The Employer shall purchase ballistic vests for every uniformed police officer deployed in full-time patrol service. The vests are the property of the department if purchased in whole or in part by the department. The Employer may select the brand and style of vest to be worn. All uniformed sworn personnel assigned to the field whose primary duty or function is to answer calls for service shall wear body armor. The following exemptions apply:

- 1. When a physician determines that an officer has a medical condition that would preclude use of body armor;
- 2. With approval from the Chief of Police.

Section 19.8. Promotional Examinations

An employee who takes off a day or more of work to take a promotional examination shall be reimbursed for one day's lost wages (or, if the employee uses compensatory or vacation time for the day off, then reimbursement of one day's compensatory or vacation time) if the employee takes and passes that examination. The Employer shall not be obligated to make such a reimbursement to any employee more than one time per fiscal year.

ARTICLE 20 - SAVINGS CLAUSE

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

ARTICLE 21 - RESOLUTION OF IMPASSE

The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as amended. The University and the Union agree that any arbitration hearings shall be held in Carbondale, Illinois unless both parties agree otherwise.

ARTICLE 22 - DURATION

Section 22.1. Term of Agreement

This Agreement shall be effective from July 1, 2021 and shall remain in full force and effect until June 30, 2025.

Section 22.2. Continuing Effect

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations are continuing for a new Agreement. In the event of an impasse in such negotiations, the procedures prescribed by the Illinois Public Labor Relations Act shall be followed.

SIGNATURES

BOARD OF TRUSTEES OF	FRATERNAL ORDER OF POLICE
Daniel F. Mahoney, President Southern Illinois University	Bargaining Unit Representative Date
Austin A. Lane, Chancellor Date Southern Illinois University Carbondale	Bargaining Unit Representative Date
Joe Rose Date Director, Labor and Employee Relations	Bargaining Unit Representative Date
Ben Newman Police Chief Date	Field Representative Date Illinois F.O.P. Labor Council

APPENDIX A - WAGE RATES

TIER 1 EMPLOYEES

For Personnel in the Sergeant Position Prior to the Execution of this Agreement

July 1, 2021 through June 30, 2025

Years of Service*	Current	7/1/2021	7/1/2022	7/1/2023	7/1/2024
5011100		4.00%	3.00%	3.00%	2.00%
Less than two	\$37.80	\$39.31	\$40.49	\$41.71	\$42.54
Two	\$38.14	\$39.67	\$40.86	\$42.08	\$42.92
Three	\$38.56	\$40.10	\$41.31	\$42.54	\$43.40
Four	\$38.89	\$40.45	\$41.66	\$42.91	\$43.77
Six	\$39.29	\$40.86	\$42.09	\$43.35	\$44.22
Eight	\$39.65	\$41.24	\$42.47	\$43.75	\$44.62
Ten	\$39.99	\$41.59	\$42.84	\$44.12	\$45.00
Twelve	\$40.47	\$42.09	\$43.35	\$44.65	\$45.55
Fourteen	\$40.79	\$42.42	\$43.69	\$45.01	\$45.91
Sixteen	\$41.20	\$42.85	\$44.13	\$45.46	\$46.37
Eighteen	\$41.55	\$43.21	\$44.51	\$45.84	\$46.76
Twenty	\$41.92	\$43.60	\$44.90	\$46.25	\$47.18
Twenty-two	\$42.32	\$44.01	\$45.33	\$46.69	\$47.63
Twenty-four	\$42.65	\$44.36	\$45.69	\$47.06	\$48.00
Twenty-six	\$43.07	\$44.79	\$46.14	\$47.52	\$48.47
Twenty-eight	\$43.38	\$45.12	\$46.47	\$47.86	\$48.82

^{*} Years of service include only time spent as a Police Officer, Corporal or Sergeant.

Individuals serving in a Field Training Officer capacity shall be awarded one hour of overtime compensation at the time and one-half rate per day during the time in which there is a new officer under their direct instruction.

TIER 2 EMPLOYEES

For Personnel Entering the Sergeant Position on or After the Execution Date of this Agreement*

July 1, 2021 through June 30, 2025

Years of Service	7/1/2021	7/1/2022	7/1/2023	7/1/2024
	0%	1%	1%	1%
Start to Two	\$37.80	\$38.18	\$38.56	\$38.95
Two	\$38.00	\$38.38	\$38.76	\$39.15
Three	\$38.20	\$38.58	\$38.96	\$39.35
Four	\$38.40	\$38.78	\$39.16	\$39.55
Six	\$38.60	\$38.98	\$39.36	\$39.75
Eight	\$38.80	\$39.18	\$39.56	\$39.95
Ten	\$39.00	\$39.38	\$39.76	\$40.15
Twelve	\$39.20	\$39.58	\$39.96	\$40.35
Fourteen	\$39.40	\$39.78	\$40.16	\$40.55
Sixteen	\$39.60	\$39.98	\$40.36	\$40.75
Eighteen	\$39.80	\$40.18	\$40.56	\$40.95
Twenty	\$40.00	\$40.38	\$40.76	\$41.15

COLA increases go to base ("Start to Two") and steps are .20 cents above the previous step

Years of service do not include time spent as a Police Officer or Corporal.

Individuals serving in a Field Training Officer capacity shall be awarded one hour of overtime compensation at the time and one-half rate per day during the time in which there is a new officer under their direct instruction.

^{*}Also applies to temporary upgrade rate effective 1/1/2022 (personnel paid temporary upgrade at base step regardless of service in other titles).

APPENDIX B - EQUIPMENT

Equipment items provided by the Department to officers upon hiring:

- 1 Pair footwear
- 2 Short Sleeve Uniform Shirts
- 2 Long Sleeve Uniform Shirts
- 1 Neck Tie
- 1 Neck Tie Clamp
- 1 Class A Pants
- 2 BDU Pants
- 1 All-Weather Jacket
- 1 Rain Jacket
- 1 Felt Hat with Cover
- 1 Baseball Cap
- 2 Badges
- 1 Inner Duty Belt
- 1 Outer Duty Belt
- 4 Belt Keepers
- 1 Duty Holster
- 1 Double Magazine Case
- 1 Set of Handcuffs
- 1 Handcuff Key
- 1 Handcuff Case
- 1 Pepper Spray
- 1 Pepper Spray Pouch
- 1 Key Holder
- 1 Taser Holster
- 1 Radio
- 1 Radio Holder
- 1 Name Tags
- 1 Duty Bag
- 1 Traffic Vest
- 1 Riot Helmet
- 1 Riot Baton
- 1 Riot Baton Ring
- 1 Gas Mask
- 1 Chest Protector
- 1 set of Forearm Protectors
- 1 set of Knee Protectors
- 1 Traffic Wand
- 1 Police Photo ID
- 1 Outer Ballistic Vest Carrier
- 1 Ballistic Vest
- 1 ASP or similar expandable baton
- 1 ASP baton holder

DUES AUTHORIZATION FORM ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL 974 CLOCK TOWER DRIVE SPRINGFIELD, ILLINOIS 62704

I,	(insert your name), understand that under the U.S.
Constitution I have a right not to b	elong to a union. By my signature I hereby waive this right and opt to
join the IL FOP Labor Council.	•
I,	(insert your name), hereby authorize my Employer,
MANAGER	(insert employer name), to deduct from my wages the
uniform amount of monthly dues s	et by the Illinois Fraternal Order of Police Labor Council, for expenses
connected with the cost of negotia	ting and maintaining the collective bargaining agreement between the
parties and to remit such dues to the	ne Illinois Fraternal Order of Police Labor Council as it may from time
to time direct. In addition, I author	ize my Employer to deduct from my wages any back dues owed to the
Illinois Fraternal Order of Police L	abor Council from the date of my employment, in such manner as it so
directs.	
Date:	Signed:
	Address:
	City:
	State:Zip:
	Telephone:
	Personal E-mail:
Employment Start Date:	**************************************
Title:	Andrew Co. (1971)
Employer, please remit all dues	leductions to:
Illinois Fraternal Order of Police L Attn: Accounting 974 Clock Tower Drive Springfield, Illinois 62704	abor Council

(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. Please check with your tax preparer regarding deductibility.



GRIEVANCE FORM

(use additional sheets where necessary)

ABOR COUNCIL	Date Filed:			1
				_ `
Grievant's Name:				
	Last	First	M.I.	-
	\$	STEP ONE		• ~
Date of Incident o	or Date Knew of Facts	Giving Rise t	co Grievance:	-
Article(s) and Sec	ctions(s) of Contract	violated:		-
Briefly state the	facts:			-
				-
				-
Remedy Sought:				-
				-
Given To:		Date	e/Time:	_
Grievar	nt's Signature		FOP Representative Signature	_
	EMPLOYER	'S STEP ON	E RESPONSE	
		_		
Employer Rep	resentative Signatur	e —	Position	
Person to Wh	nom Response Given		Date	
		STEP TWO		
Reasons for Advanc	cing Grievance:			
Given To:		Date	e/Time:	
Grievanț's S	Signature .		FOP Representative Signature	
	EMPLOYER	'S STEP TW	O RESPONSE	
Employer Rep	presentative Signatu	re	Position	
Person to Wh	nom Response Given		Date	

STEP T	HREE
Reasons for Advancing Grievance:	•
Given To:	Date/Time:
Grievant's Signature	FOP Representative Signature
EMPLOYER'S STEP	THREE RESPONSE
Employer Representative Signature	Position
Person to Whom Response Given	Date
STEP 1	
Reasons for Advancing Grievance: Given To:	Date/Time:
Grievant's Signature	FOP Representative Signature
EMPLOYER'S STEP	FOUR RESPONSE
Employer Representative Signature	Position
- Person to Whom Response Given	- Date -
REFERRAL TO ARBITRATION by	Illinois FOP Labor Council
Person to Whom Referral Given FOP Labor Council Representative	Date

