

AGREEMENT

Between



THE UNIVERSITY OF CHICAGO

and

POLICE BENEVOLENT & PROTECTIVE ASSOCIATION OF ILLINOIS,
LOCAL 185



May 1, 2018- April 30, 2023

CONTENTS

CONTRACTING PARTIES	7
ARTICLE 1 PREAMBLE & STATEMENT OF PRINCIPLES	7
SECTION 1.1. PREAMBLE	7
SECTION 1.2. STATEMENT OF PRINCIPLES	7
ARTICLE 2 RECOGNITION	7
SECTION 2.1 GENERAL.	7
SECTION 2.2. PART TIME STATUS.....	8
ARTICLE 3 UNION SECURITY	8
SECTION 3.1 GENERAL.	8
SECTION 3.2 CHECK-OFF AND FAIR SHARE	9
SECTION 3.3 INDEMNIFICATION	9
ARTICLE 4 MANAGEMENT’S RIGHTS.....	9
SECTION 4.1. ENUMERATION	9
ARTICLE 5 NO STRIKE – NO LOCKOUT	10
SECTION 5.1 NO STRIKE.	10
SECTION 5.2 UNION RESPONSE.	10
SECTION 5.3 NO LOCKOUT.	10
ARTICLE 6 SUBCONTRACTING	10
ARTICLE 7 UNION REPRESENTATION.....	10
SECTION 7.1 STEWARDS COMMITTEE.	10
SECTION 7.2. UNION ACTIVITY.	11
SECTION 7.3. UNION REPRESENTATIVE VISITATION	11
SECTION 7.4. ACCESS TO UNIVERSITY EQUIPMENT	11
SECTION 7.5. RELEASE TIME FOR BARGAINING.....	11
ARTICLE 8 SENIORITY	11
SECTION 8.1 DEFINITION.	11
SECTION 8.2 TERMINATION OF SENIORITY.....	12
ARTICLE 9 POSITION CLASSIFICATION, INITIAL EVALUATION PERIOD, & CERTIFICATION REQUIREMENTS,	12
SECTION 9.1. POLICE OFFICER CLASSIFICATION.....	12
SECTION 9.2. INITIAL EVALUATION PERIOD.....	13

SECTION 9.3.	OFFICERS WHO TERMINATE WITHIN THIRTY SIX MONTHS.	13
SECTION 9.4.	NEW JOB CLASSIFICATION(S).....	13
ARTICLE 10	LAYOFF	13
SECTION 10.1.	EFFECTUATING REDUCTION IN FORCE.	13
ARTICLE 11	HOURS OF WORK	14
SECTION 11.1	PURPOSE.....	14
SECTION 11.2	WORKWEEK.....	14
SECTION 11.3.	WORK PERIOD / SCHEDULE, AND WORK DAY.....	14
SECTION 11.4	POSTING OF SCHEDULES AND INDIVIDUAL OFFICER ASSIGNMENTS	14
SECTION 11.5.	OVERTIME DEFINITION AND PAYMENTS.....	15
SECTION 11.6.	OVERTIME SCHEDULING.....	15
SECTION 11.7.	CALL BACK PAY.....	15
SECTION 11.8.	PAYMENT FOR COURT TIME.....	16
ARTICLE 12	GRIEVANCE PROCEDURE.....	16
SECTION 12.1	GRIEVANCE DEFINED.....	16
SECTION 12.2	GRIEVANCE REQUIREMENTS.....	16
SECTION 12.3	GRIEVANCE PROCEDURE	16
SECTION 12.4.	DISCIPLINARY GRIEVANCES.....	17
SECTION 12.5.	UNION RESPONSIBILITY.	18
ARTICLE 13	WAGES.....	18
SECTION 13.1.	JOB CLASSIFICATION SCHEDULE AND MINIMUM RATES OF PAY	18
SECTION 13.2.	WAGE RATE PROGRESSION	18
SECTION 13.3.	GENERAL INCREASES.	18
SECTION 13.4.	LONGEVITY INCREASES.....	18
SECTION 13.5.	SHIFT DIFFERENTIAL	19
SECTION 13.6.	PAY PERIOD	19
SECTION 13.7.	NEW JOB CLASSIFICATION(S).....	19
SECTION 13.8.	BONUS.....	19
ARTICLE 14	HOLIDAYS.....	19
SECTION 14.1	AUTHORIZED UNIVERSITY HOLIDAYS.....	19
SECTION 14.2	COMPENSATION FOR HOLIDAYS	19
SECTION 14.3	ELIGIBILITY REQUIREMENTS	20
SECTION 14.4	HOLIDAYS DURING VACATION	20

ARTICLE 15 PERSONAL HOLIDAYS 20

SECTION 15.1. PERSONAL HOLIDAYS 20

ARTICLE 16 VACATION 21

SECTION 16.1 VACATION ACCRUALS..... 21

SECTION 16.2. VACATION ELIGIBILITY 21

SECTION 16.3. VACATION SCHEDULING. 21

SECTION 16.4. NO EXTENSION OF VACATION22

SECTION 16.5. VACATION PAY.....22

SECTION 16.6. VACATION ON TERMINATION22

SECTION 16.7. RESCHEDULING/CANCELING VACATION.....22

ARTICLE 17 BEREAVEMENT LEAVE..... 22

SECTION 17.1. GENERAL PROVISIONS.....22

SECTION 17.2. VERIFICATION. 23

ARTICLE 18 LEAVES OF ABSENCE 23

SECTION 18.1. PERSONAL LEAVE OF ABSENCE..... 23

SECTION 18.2. MILITARY RESERVE TRAINING..... 23

SECTION 18.3 MILITARY LEAVE 23

ARTICLE 19 SICK LEAVE WITH PAY 23

SECTION 19.1 GENERAL. 23

SECTION 19.2. ANNUAL SICK LEAVE ACCRUALS..... 23

SECTION 19.3. SICK LEAVE USE WHILE RECEIVING WORKERS COMPENSATION 23

SECTION 19.4. PAID SICK LEAVE USE. 24

SECTION 19.5. USE OF VACATION OR PERSONAL HOLIDAYS FOR ILLNESSES 24

SECTION 19.6. SICK LEAVE PAY OUT ON RETIREMENT 24

ARTICLE 20 WORK INCURRED INJURY LEAVE 24

SECTION 20.1 GENERAL PROVISIONS..... 24

SECTION 20.2 PAYMENTS. 25

SECTION 20.3. RETURN TO WORK 25

SECTION 20.4. MODIFIED DUTY. 25

ARTICLE 21 DISABILITY 26

SECTION 21.1. GENERAL PROVISIONS..... 26

SECTION 21.2. SHORT TERM DISABILITY PROVISIONS..... 26

ARTICLE 22 RETIREMENT PLAN..... 27

SECTION 22.1.	GENERAL.....	27
SECTION 22.2.	RETIREMENT PLAN PARTICIPATION	27
ARTICLE 23	GROUP HEALTH INSURANCE	27
ARTICLE 24	RIGHTS OF OFFICERS UNDER INVESTIGATION / PROVIDNG WITNESS TESTIMONIES	27
SECTION 24.1.	DISCIPLINARY INVESTIGATIONS.....	27
SECTION 24.2.	WITNESS OFFICER'S STATEMENTS IN DISCIPLINARY INVESTIGATIONS.....	28
SECTION 24.3.	DISCLOSURE.	28
SECTION 24.4.	OBLIGATION OF ALL OFFICERS.	28
ARTICLE 25	MISCELLANEOUS.....	28
SECTION 25.1.	OTHER AGREEMENTS.....	28
SECTION 25.2.	IDENTIFICATION CARDS.....	28
SECTION 25.3.	UNIFORMS	28
SECTION 25.4.	OFFICER RESPONSIBILITY TO PROVIDE ACCURATE INFORMATION	29
SECTION 25.6.	TUITION REIMBURSEMENT PROGRAM	29
ARTICLE 26	LABOR-MANAGEMENT CONFERENCES	29
SECTION 26.1.	GENERAL.	29
SECTION 26.2.	AGENDA.....	29
SECTION 26.3.	PRE-MEETING PREPARATION.	29
SECTION 26.4.	SCHEDULING OF CONFERENCES.	29
SECTION 26.5.	MINUTES.	29
ARTICLE 27	BULLETIN BOARDS	29
ARTICLE 28	DRUG AND ALCOHOL POLICY.....	30
SECTION 28.1.	GENERAL.	30
SECTION 28.3.	PRE-EMPLOYMENT SCREENING	30
SECTION 28.4.	PROHIBITION	30
SECTION 28.5.	DEFINITIONS.....	30
SECTION 28.6	SELECTION OF OFFICERS FOR DRUG AND/OR ALCOHOL TESTING.....	31
SECTION 28.7	TEST PROCEDURES.....	31
SECTION 28.8	VOLUNTARY TREATMENT AND COUNSELING.....	32
SECTION 28.9.	CONFIDENTIALITY AND PRIVACY.	32
SECTION 28.10.	CONSEQUENCES OF TESTING POSITIVE, REFUSING TO BE TESTED, DELAY IN BEING TESTED OR TAMPERING WITH TESTS.....	32
ARTICLE 29	SEPARABILITY AND SAVINGS	32

ARTICLE 30 **NONDISCRIMINATION..... 33**

ARTICLE 31 **DURATION..... 34**

 SECTION 31.1. **TERM OF THE AGREEMENT..... 34**

 SECTION 31.2. **TERM OF AGREEMENT DURING NEGOTIATIONS 34**

SIGNATURE PAGE..... 35

APPENDIX A **WAGES – MINIMUM RATES 36**

APPENDIX B **REIMBURSEMENT AGREEMENT FOR HIRING AND TRAINING EXPENSES..... 37**

APPENDIX C **ITEMIZED LIST OF UNIFORMS AND EQUIPMENT WITH ESTIMATED COSTS..... 39**

APPENDIX D **PAY CHECK DEDUCTION AGREEMENT41**

APPENDIX E **RETIREMENT INCOME PLAN FOR EMPLOYEES (ERIP) SUMMARY PLAN DOCUMENT 42**

APPENDIX F **EXTENSION AGREEMENT 43**

APPENDIX G **LONGEVITY INCREASES..... 44**

LETTER OF UNDERSTANDING - WELLNESS INCENTIVE..... 45

LETTER OF UNDERSTANDING - PERMANENT PO5 OFFICERS 46

INDEX 47

CONTRACTING PARTIES

This Agreement made and entered into as of May 1, 2018, by and between the University of Chicago (the "University" or the "Employer") and the Policemen's Benevolent and Protective Association and its Unit #185 (the "Union").

ARTICLE 1 PREAMBLE & STATEMENT OF PRINCIPLES

SECTION 1.1. PREAMBLE

- A. The University recognizes the Union's legal responsibility to act as the collective bargaining agent for the Officers covered by this Agreement (referred to interchangeably as "Police Officers or "Officers") and its legal duty to provide fair representation to those Officers.
- B. The Union recognizes the University's responsibilities to manage the Police Department and the University, as a whole, in an efficient, responsible manner.

SECTION 1.2. STATEMENT OF PRINCIPLES

- A. The University and the Union realize that in order to provide maximum opportunities for continuing employment, job security, good, safe, healthy working conditions and good wages and benefits, the University must provide the highest quality services to the University community and its environs in a timely fashion, and otherwise be able to operate the University economically and competitively to meet the primary mission of the University by providing an excellent education to its students, of creating new knowledge, of being a dedicated member and leader in the local as well as world communities.
 - 1. The University and the Union agree to work toward the attainment of these goals and towards the goal of mutual respect and trust for each other. The Union and the University agree to cooperate and support all efforts to assure that Officers provide effort for a full day of work for a fair day's pay, and that they will actively work to avoid absenteeism and any other practices which hurt or interfere with the operation and mission of the University.
 - 2. Furthermore, the University and the Union desire to develop the Officers into a skilled, versatile and effective workforce through training and education.
- B. The Union and the University are dedicated to improving police services, providing for a safe environment, preserving equipment, preventing accidents and strengthening goodwill between the University and its Officers, as well as the University's students, faculty, administrators, other employees, affiliates, vendors, visitors and members of the community. The Union and the University further recognize that the University has certain obligations and responsibilities to its students, its faculty, its administrators, its other employees, its vendors, its visitors and the community and therefore the University and the Union agree that they will fully cooperate in the performance and discharge of these obligations and responsibilities.

ARTICLE 2 RECOGNITION

SECTION 2.1 GENERAL.

- A. Pursuant to the certifications issued by the National Labor Relations Board in Case No. 13-RC-20266, the University of Chicago (hereinafter the University, or the employer, or management) recognizes the Policemen's Benevolent and Protective Association of Illinois #185 (hereinafter the Union) as the exclusive agent for purposes of collective bargaining with respect to wages, hours and conditions of employment for all certified Police Officers at the rank of PO3 and PO2 who are:
 - 1. full-time Police Officers or except as provided in §2.1.D., below;
 - 2. "eligible" part-time Police Officers as defined in §2.2.A., and

3. employed by the University at its campus located at and around 5801 South Ellis Avenue, Chicago, Illinois 60637.
- B. All other University of Chicago employees, including supervisors, managers and confidential employees, as defined in the National Labor Relations Act, are excluded from the bargaining unit.
- C. Nothing in this Agreement, including the recognition of the Union as bargaining agent, is intended as guarantee, implicit or implied, that any work currently or subsequently performed at the University will continue to be performed at the University, nor as a guarantee or obligation of employment or that the University will continue its operations or any portion of its operations.
- D. Any non-certified Police Officer (PO2) who does not achieve Illinois Police Officer Certification shall not be eligible to become a member of the bargaining unit.

SECTION 2.2. PART TIME STATUS.

- A. Part-time Police Officers work a maximum of nine hundred ninety-nine (999) hours in a twelve month period. Part time Police Officers' work schedules are set by the University in accordance with its operational needs.
- B. For the purposes of §2.1.A., a part-time Police Officer "eligible" for union representation is one who works an average of twenty four (24) hours per month or more during the six month period between either January 1 and June 30, or July 1 and December 31.
- C. The University may terminate the employment status of a part-time Police Officer who has not worked at least an average of twenty-four (24) hours per month during a twelve (12) month period.
 1. The University will calculate part-time Police Officers' eligibility for union membership and continued employment within thirty (30) calendar days of the end of each six-month period, as provided in §2.2.A., above.
 2. These calculations are contained in the University's bi-annual reports to the Illinois Law Enforcement Training & Standards Board, which are made pursuant to the Police Training Act.

SECTION 2.3. MUTUAL AID. Nothing will preclude the University of Chicago from engaging in Mutual Aid agreements, responding to Mutual Aid requests, or asking for Mutual Aid assistance as circumstances warrant. When working in a Mutual Aid assignment, Officers will remain covered by the terms of this Agreement.

ARTICLE 3 UNION SECURITY

SECTION 3.1 GENERAL.

- A. All Police Officers covered by the terms of this Agreement shall as a condition of employment, either become and remain members in good standing of the Union, or pay a fair share fee to the Union. Such membership / fair share fee is due
 1. on or after the ninety-first (91st) calendar day following the full-time Officer's initial date of employment as an Officer, or,
 2. on or after the ninety-first (91st) day following the beginning of a part-time Officer's period in which s/he accrues the requisite number of hours to become part of the bargaining unit, as certified by the University in its bi-annual report to the Illinois Law Enforcement Training & Standards Board pursuant to the Police Training Act.
- B. For the purposes of this Article, the obligation of any Police Officer to become or remain a member of the Union "in good standing" will be met upon the payment, or tender of payment, of the initiation fee and dues uniformly required by the Union as a condition for membership. It is understood and agreed that Union membership obligations and/or activities will in no way interfere with the effective performance of the Police Officer's duties as a member of the University's Police Department.

It is further understood that all Officers, who have not completed their Initial Evaluation Period (IEP), including the period during which Officers are participating in training required to become Certified Officers, will be considered Initial Evaluation Period (IEP) Officers (also referred to as "Probationary Officers") who are "at-will" Officers for termination/discharge purposes.

SECTION 3.2 CHECK-OFF AND FAIR SHARE

- A. Check-off. Once the University receives written authorization from any Officer covered by this Agreement, the University will deduct from her/his pay Union dues, in amounts designated by the Union in writing. Deductions will be made from the pay of Police Officers for the first pay period in the calendar month unless the amount of pay is insufficient, in which event deductions will be made from later paychecks. Unless expressly authorized by the Union in writing, the deductions will be made payable and forwarded to: PB&PA – Labor, 435 W. Washington, Springfield, Illinois 62702.
- B. Fair Share. During the term of this Agreement, Officers covered by the terms of this Agreement who are not Union members will, commencing thirty (30) days after the start of employment or thirty (30) days after the effective date of this Agreement, whichever is later, pay a fair share fee to the Union for collective bargaining and labor agreement administration services provided by the Union. The University will deduct fair share fees from the earnings of non-members and send the deducted amounts to the Union. The Union will provide the University with a list of members covered by this Agreement who are not members of the Union and an affidavit which specifies the amount of the fair share fee. The fair share fee will not include contributions related to the election or support of any candidate for political office or for any members-only benefit. The Council agrees to assume full responsibility to insure full compliance with the legal rights of fair share payers.

SECTION 3.3 INDEMNIFICATION. The Union will indemnify and hold the University harmless against any and all claims, demands or other forms of liability, including the cost of defense, which may arise out of, or by reason of, any action taken or not taken by the University for the purpose of complying with any of the provisions of this Article.

ARTICLE 4 MANAGEMENT'S RIGHTS

SECTION 4.1. ENUMERATION. The operation, control and management of the Employer's facilities and operations, and all business of the University and activities of the University which are covered or affected by this Agreement, and the supervision and direction of the working forces at the University's facilities, operations and business are and will continue to be solely and exclusively the functions and prerogatives of the management of the Employer. All of the rights, functions and prerogatives of management which the University had before entering into this Agreement with the Union are reserved and retained exclusively to the Employer. In no event will any right, function or prerogative ever be deemed or construed to have been modified, diminished or impaired by any past practice or course of conduct, or otherwise, other than by an explicit provision of this Agreement. Specifically, but without limiting or affecting the generality of the above statements, it is distinctly understood and agreed that this Agreement does not affect and shall not be deemed or construed to impair or limit in any way the Employer's right in its sole discretion and judgment, to determine the nature and extent of the business to be carried on by the University; determine vendors, students and others with whom it will deal, and the prices at which the terms on which its materials, equipment and supplies will be purchased, leased or otherwise acquired and its services will be sold; determine the size and composition of the working force covered by this Agreement, and assignment of work, and policies affecting the selection of employees; establish and enforce quality, reasonable service standards for its employees, services of the University; establish new departments; introduce new and improved equipment, facilities and service methods; establish and change work performance standards; change, combine, establish or discontinue jobs or operations, and determine when and if vacancies in the working force shall be filled; determine the means and methods by which services will be provided; to schedule and determine the hours of operations (including overtime work); to hire, promote, demote, and transfer, to suspend, discipline and discharge for cause; and discontinue temporarily or permanently, in whole or in part, any operations of the University covered or affected by this Agreement.

The Employer will also have the right from time to time to make and enforce any reasonable rules applicable to Officers covered by this Agreement, as it may from time to time deem necessary or advisable. Additionally, the Employer may set reasonable appearance and dress standards.

The parties recognize that any management responsibility, prerogative or rights not specifically and clearly limited by the terms of this Agreement are reserved to the management of the University.

ARTICLE 5 NO STRIKE – NO LOCKOUT

SECTION 5.1 NO STRIKE. During the term of this Agreement or any extension of this Agreement, the grievance procedures of this Agreement, and the administrative and judicial remedies and procedures provided by statute for remedying unfair labor practices, will be the sole and exclusive means of settling any dispute between the Officers and/or the Union and the University, relating to the application of this Agreement. Accordingly, during the term of this Agreement or any extension of it, neither the Union nor any Officers will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, concerted stoppage of work, observance of picket lines, or any other intentional interruption of, curtailment of, restriction of, or interference with the University's functions or operations, regardless of the reason.

SECTION 5.2 UNION RESPONSE. Should any activity proscribed by Section 5.1 occur, the Union will immediately:

- A. publicly disavow the action by the Officers or other persons involved;
- B. advise the University in writing that the action has not been caused or sanctioned by the Union;
- C. post notices on Union bulletin boards stating that it disapproves of the action and instructing all Officers to cease the action and return to work immediately, and
- D. take such other steps as are reasonably appropriate to ensure compliance with the provisions of this Section.

The University will have the right to discharge or otherwise discipline any or all Officers who violate any of the provisions of this Section, and in the event a grievance is filed, the sole question to be resolved in the grievance procedure and arbitration will be whether the Officer or Officers participated in the action prohibited by this Section. If it is determined that an Officer did participate, the disciplinary action taken by the University may not be disturbed.

SECTION 5.3 NO LOCKOUT. The University agrees that it will not lock out its Officers during the term of this Agreement or any extension of it.

ARTICLE 6 SUBCONTRACTING

The University agrees not to subcontract work where it would result in the layoff of bargaining unit Officers without first giving the Union notice and affording the Union the opportunity to bargain. The parties agree that full consideration and weight will be given to economic savings and the University's institutional needs. The University will not subcontract for the purpose of avoiding the terms and conditions of this Agreement.

ARTICLE 7 UNION REPRESENTATION

SECTION 7.1 STEWARDS COMMITTEE.

- A. The University recognizes and will deal with stewards for the Union as set forth in this Article. The University will recognize eight (8) stewards from the Police Officers covered by this Agreement. All Stewards must have completed their initial evaluation period, and at least one year of full time Certified Police Officer status with the University.
- B. The Union will advise the University in writing of the names of its designated stewards by January 30 of each year.

In the event stewards change during the calendar year, the Union will notify the University of such changes within thirty (30) calendar days. Such Notification shall be made to the University of Chicago Labor Relations Director. No Police Officer will be recognized as a Steward unless and until the University is advised.

SECTION 7.2. UNION ACTIVITY.

- A. Stewards will not leave their work assignments/areas or stop working without prior permission of their direct supervisor (indicating grievance and destination concerned). Permission shall not arbitrarily or unreasonably be withheld. Pursuant to the provisions of Article 5 of this Agreement, the Steward shall have no authority to instigate or take strike action, or any other action interrupting the University's activities. In the event of any strike activity(ies), the University will have the authority to impose proper discipline, including discharge.
- B. If the Chief or her/his designee calls an Officer to a meeting where disciplinary action may be taken, a Union Steward will be present, provided the Officer requests a Steward. Normally, the Steward from the Officer's watch will attend the meeting. If this Steward is not available, the Chief, or her/his designee, will notify another Steward of the meeting and permit him/her to attend. If a Steward is not available in a reasonable amount of time, the University may issue the disciplinary action without a Steward present.

SECTION 7.3. UNION REPRESENTATIVE VISITATION. An authorized non-employee Union representative may visit the University property for purposes of administering this Agreement. If the representative wants to visit any of the University's facilities, where Officers covered by this Agreement are working, s/he must first contact the Labor Relations Director or her/his designee, and the designee of the Police Chief and identify the facility s/he intends to visit. Such information must be provided in a reasonable time in advance of her/his visit.

SECTION 7.4. ACCESS TO UNIVERSITY EQUIPMENT. Designated Union Stewards will have reasonable access to University facilities and equipment to receive and send official union materials via the US Mail, and the use of the copying machine and work computers for the processing of grievances. University equipment shall not be used for union organizing or public relations purposes. The Union will hold the University harmless for the misdirection of any Union mail.

SECTION 7.5. RELEASE TIME FOR BARGAINING. The University will provide paid release time at the Officers' regular straight time rate for up to four (4) members of the Union's negotiation committee for time spent in negotiating sessions with the University. A negotiation session is defined as scheduled face-to-face meetings and related caucuses during meeting days on which contract negotiations occur. Pay for time spent in negotiations shall not count in the calculation of overtime or other premium pay.

ARTICLE 8 SENIORITY

SECTION 8.1 DEFINITION.

- A. For the purposes of this Article, and provisions in the Agreement that specifically use the term seniority, "seniority" is defined as an Officer's total length of active service in a bargaining unit position as defined in §2.1., dating from the Officer's date of hire in the bargaining unit, except as provided in §8.1.B., below. In the event two Officers are hired on the same date, the Officer with the earlier birth date will have the higher seniority.
- B. With the exception of "Line of Duty" Workers Compensation status, time in inactive status (Layoff, Leave of Absence, Short Term Disability, Long Term Disability, or Workers Compensation status) for a full pay period or longer, does not count in the calculation of an Officer's seniority.
- C. In the event a Police Officer is placed in a non-bargaining unit Certified Officer position within the University of Chicago Police Department, her/his seniority in the unit will be suspended starting with the first day of work in the non-unit position.

If the individual returns to the bargaining unit directly from a Certified position in the UC Police Department, her/his prior seniority will be reinstated and all new active service as a bargaining unit Police Officer will be

added to it. The returning Officer's vacation calculations will be based on total active University service, and her/his salary will be set in accordance with the provisions of Article 13, Wages.

SECTION 8.2 TERMINATION OF SENIORITY. An Officer's seniority and her/his employment relationship with the University terminates on the occurrence of any of the following events:

- A. resignation;
- B. retirement;
- C. discharge;
- D. absence for two (2) consecutive work days without notification to the University of the reason for the absence, or violation of department call-in procedures during such period;
- E. failure to return to work from layoff within five (5) days after receiving notice of recall and failure to notify the University within three (3) days after receiving notice of recall of her/his intention to return to work;
- F. failure to report for work at the conclusion of a leave of absence or vacation;
- G. indefinite lay-off;
- H. an absence because of illness or non-Line of Duty injury for a period of twelve (12) months, or the length of her/his seniority, whichever is less; or
- I. being employed while on an authorized leave of absence.

ARTICLE 9 POSITION CLASSIFICATION, INITIAL EVALUATION PERIOD, & CERTIFICATION REQUIREMENTS,

SECTION 9.1. POLICE OFFICER CLASSIFICATION. All Officers, after achieving state certification, will be classified as PO3. Officers who are on Special Assignments (CRU, PACT, FTO, Investigators, and any other special assignment the University may designate) will receive an additional \$3.00/hour while on Special Assignment. The \$3.00/hour premium rate will be in addition to the PO3 wage rate.

- A. Officers who are presently designated as "permanent PO5 Officers" will continue at their same rate of pay, however, their classification will be changed to PO3. (See Letter of Agreement on page 46)
 - 1. Any Certified Police Officer who does not maintain her/his Illinois Police Officer Certification shall be terminated
- B. PO2 POLICE OFFICERS (NON-CERTIFIED). A successful candidate who is not a certified Peace Officer will be employed as a PO2 Police Officer until s/he completes the training required by the State of Illinois, and obtains her/his Police Officer Certification. Officers in this classification are employed at will, and may be terminated at any time with or without cause, and without recourse to the grievance procedure.
 - 1. Time worked to complete required training to become a certified Police Officer does not count toward the completion of the Initial Evaluation Period.
 - 2. PO2 Police Officers who successfully complete the requisite training and obtain certification will be promoted to PO3 Police Officer effective the beginning of the first pay period following completion of all required State of Illinois and UCPD certification requirements.
- C. SPECIAL ASSIGNMENTS. Officers interested in working special assignments will submit a letter of interest in accordance with the Departmental job advancement procedure. Special Assignments include, but are not limited to, CRU, PACT, FTO, Investigators, and any other special assignment the University may designate.
 - 1. Officers will be selected for special assignment(s) at the discretion of the University.

2. The University, in its discretion, will determine when there is a need to assign a Police Officer to a special assignment. When making the assignment, the University will consider Police Officers who have filed a letter of interest within the last 12 months, and will inform the selected Officer of the assignment's approximate duration.

SECTION 9.2. INITIAL EVALUATION PERIOD

- A. All Certified Police Officers shall serve an Initial Evaluation Period (IEP) of twelve (12) months of continuous service at one-half time or more without a break in service following their date of initial employment in the bargaining unit as a PO 3.
- B. The University may discharge or otherwise discipline, lay off, transfer or assign Officers during their Initial Evaluation Period, with or without cause at the sole discretion of the University. The University's exercise of its discretion with respect to Officers is not subject to review by any means, including the University's internal complaint procedure or the Agreement's Grievance/Arbitration Procedure.
- C. OFFICERS WHO ARE REHIRED FOLLOWING A BREAK IN SERVICE DURING THE IEP, including a break in service due to failure to complete the training required to become a Certified Police Officer, shall serve a new IEP. The cost of retaking training to become a Certified Police Officer will be borne by the Officer.

SECTION 9.3. OFFICERS WHO TERMINATE WITHIN THIRTY SIX MONTHS.

- A. In the event a PO2 Officer terminates employment within thirty-six months following completion of the training at the Chicago Police Department's Education and Training Division Basic Metropolitan Recruit Program (or another police academy), such Officer shall repay the University for one hundred percent (100%) of the cost of the training, uniform, and equipment costs and/or additional expenses by the UCPD, pursuant to the Agreement in Appendix B.
- B. In the event a PO3 Officer terminates employment within thirty-six months following initial employment, such Officer shall repay the University for 100% of the cost of the uniform, and equipment costs and/or additional expenses by the UCPD, pursuant to the Agreement in Appendix C.

SECTION 9.4. NEW JOB CLASSIFICATION(S). If the University establishes a new Police Officer classification, it will set an initial pay rate for the job and will notify the Union of the new classification and pay rate. If the Union challenges the pay rate for the new classification, it will negotiate the pay rate with the University. If no agreement is reached concerning the appropriate rate of pay, the Union may challenge the rate established by the University through the grievance and arbitration procedure provided in Article 12 of the Agreement; and in such case, the question before the arbitrator will be whether the rate established by the University bears a proper relationship to the rates prescribed by this Agreement for other classifications within the bargaining unit.

ARTICLE 10 LAYOFF

SECTION 10.1. EFFECTUATING REDUCTION IN FORCE.

- A. In effectuating reductions in force within the bargaining unit, the University will consider Officers' ability, skill, disciplinary record, performance record, training record, and qualifications to satisfactorily perform the work.
- B. Where two or more Officers have equal ability, skill, disciplinary record, performance record and equal qualifications to satisfactorily perform a particular job, the Officer with the least seniority will be laid off.
- C. Officers in Layoff status will be placed on a Recall List for two (2) calendar years from the date of Layoff.

When vacant positions are available for filling, laid-off Officers will be recalled to active status in order of Seniority, with the most senior Officer recalled first. In the event a laid off Officer(s) refuses the University's recall to work, the Officer(s) will be dropped from the Recall list, and the position may be otherwise filled.

ARTICLE 11 HOURS OF WORK

SECTION 11.1 PURPOSE. This Article is intended only to provide a basis for calculating straight-time, overtime and premium payments. There shall be no pyramiding of overtime or premium payments, nor shall same be paid under more than one (1) provision of this Agreement for the same hours worked.

SECTION 11.2 WORKWEEK. The workweek for payroll purposes is a period consisting of seven (7) consecutive days, commencing at 0001 Sunday and end at 2400 the following Saturday.

SECTION 11.3. WORK PERIOD / SCHEDULE, AND WORK DAY

- A. The Work Schedule is the normal hours of work for Officers within a two (2)-week period. Officers will be scheduled in accordance with the needs of the University, subject to the provisions of this Article.
- B. Full -time work schedules include:
 - 1. Twelve (12) hours per day, including meal periods, on seven separate days within a two (2) week period, for a total of eighty four (84) hours;
 - 2. Ten (10) hours per day, including meal periods, on eight (8) separate days within a two (2) week period, for a total of eighty (80) hours; and
 - 3. Eight (8) hours per day, including meal periods, on ten (10) separate days within a two (2) week period, for a total of eighty (80) hours.
- C. The University may establish part time schedules as needed.
- D. In the event the University decides to eliminate 12 hour work schedules, the University will provide the Union a minimum of 120 days advance notice and, if the Union requests, will negotiate over the effects on wages and benefits of the elimination of 12 hour work schedules.

SECTION 11.4 POSTING OF SCHEDULES AND INDIVIDUAL OFFICER ASSIGNMENTS

- A. ANNUAL SQUADRON WORK SCHEDULES
 - 1. Annual squadron schedules shall be accessible to all Officers, posted on a bulletin board or electronically. The annual schedule shall be posted by no later than December 1 of the preceding year.
 - 2. SQUADRON ASSIGNMENTS. The University will determine the number of officers and combination of experience and skills needed for each squad, provided that four (4) positions on each squad will be filled by bids from the most senior officers bidding for the Squad. If the University increases the number of squads from the current four squads to five or more squads, at least three (3) positions on each squad will be filled by bids from the most senior officers bidding for the Squad.
 - a. By no later than May 1 of each year, Officers will submit a bid on a form provided by the University indicating their first, second and third preference for the squad they desire to work. The form will be made available to Officers by no later than April 1 of each year.
 - b. In making squadron assignments, the University will consider the submitted Officer preferences, the skills and experience needed for each squad, and the Officers' seniority. The University will post the squadron assignments by no later than June 1 of each year, with all assignment effective the first pay period in July.

- c. Officers will remain on the squad for one year. When a vacancy is created, it will be filled by the University until the bidding process for the following year is conducted. The University will endeavor to fill such vacancies based on seniority and prior bids while taking into consideration the experience and skills needed for each squad.
- B. INDIVIDUAL OFFICER WORK ASSIGNMENTS shall be posted at least two (2) weeks in advance of the beginning of the schedule, with the exception that the University may, at its discretion, vary the shift and squad assignments of Officers in their first ninety (90) days of employment.
- C. POLICE OFFICER RESPONSIBILITY. Each Police Officer is responsible for ensuring that s/he knows when s/he is scheduled to work. Each Officer must stay in contact with the University Police Department's Supervisor.
- D. MUTUAL ASSIGNMENT CHANGES. Following approval of the supervisor, full-time Police Officers may mutually agree to swap watch assignments during a two (2)-week pay period. The Officers involved must promptly notify the Supervisor of the change. Part-time Police Officers may mutually agree to swap watch assignments with other part-time Police Officers who are scheduled during the four-week scheduling cycle. Part-time Police Officers may not swap watch assignments with full-time Police Officers or with part-time Police Officers who are not already scheduled for a watch. The part-time Police Officers who agree to swap watches must promptly notify the Supervisor of the change.

SECTION 11.5. OVERTIME DEFINITION AND PAYMENTS. Overtime is defined as time worked in excess of forty (40) hours in a workweek or in excess of their daily full-time work schedule, as defined in §11.3.B. Hours paid but not worked (e.g., sick time, vacation time, holiday time) will not be counted in the calculation of overtime.

- A. The University will pay Police Officers time and one-half (1 ½) of their straight-time hourly rate for overtime worked. To receive overtime pay, Officers must meet the overtime eligibility requirements as set forth in §11.5.
- B. In the event Officers work overtime outside of their normal scheduled work hours at an event paid for by another University of Chicago entity (i.e., special event overtime), Officers will be paid time and one-half (1 ½ x) their regular straight time rate of pay for all hours worked, or three (3) hours pay, whichever is greater.

SECTION 11.6. OVERTIME SCHEDULING.

- A. When the need for overtime assignments occurs, the University will call for volunteers as soon as practicable after the need for overtime is known by posting a notice and by sending an electronic communication to all Officers.
- B. Overtime will be assigned to the first Officer(s) having the necessary skills who respond(s) to the call for overtime volunteers.
 - 1. In the event an officer volunteering for overtime has already worked two overtime assignments in the pay period, the University will give the assignment to the next officer volunteering, unless the need to fill the overtime assignment is immediate, or the need cannot be met with volunteers.
 - 2. In the event overtime needs cannot be met with volunteers, the University will assign overtime to the least senior available Officer having the necessary skills. The process will be executed on a rotating basis, from the least senior to the most senior officer.
- C. To the extent practical, the University will equalize overtime opportunities among officers working the same squad assignments.

SECTION 11.7. CALL BACK PAY

- A. Officers who are required to return to work due to a failure to perform a portion of her/his duties are not eligible for call-back pay.

- B. An Officer, except an Officer covered by §11.7.A., who the University calls back to work within four (4) hours after s/he has completed her/his assigned watch and has departed the University, will be paid her/his appropriate rate of pay for a minimum of four (4) hours or for the actual hours worked, whichever is greater.

SECTION 11.8. PAYMENT FOR COURT TIME. A minimum of three (3) hours will be paid to Police Officers who are required to make court appearances outside of their regular work hours. Officers who are scheduled off for vacation, or any Leave of Absence, are not expected to make a court appearance and will not be paid. However, Officers who have been mandated to appear will be paid for such court time.

ARTICLE 12 GRIEVANCE PROCEDURE

SECTION 12.1 GRIEVANCE DEFINED. A grievance is defined as a written claim by an Officer, a group of Officers, or by the Union against the University alleging a misapplication of a specific provision / specific provisions of this Agreement during the term of the Agreement. An aggrieved Officer / the Union representative may choose to attempt to resolve a grievance through discussion with the Supervisor. However, such discussions shall not extend the deadline for official filing.

- A. Prior to filing a written grievance.
- B. Any resolution or settlement reached at this step will be without precedent. If no resolution occurs at this informal step, and the Officer desires to continue the grievance, s/he will follow the procedures below.

SECTION 12.2 GRIEVANCE REQUIREMENTS. Grievances will be processed in accordance with the procedure specified here.

- A. Grievance Submissions.
 - 1. All grievances shall be filed on a form mutually agreed to by the parties. All grievances shall contain a clear statement of the issue, the specific provision(s) of the Agreement violated, the names of the Officer(s) affected, the date of the alleged action, and the specific relief sought. A grievance not filed in accordance with the requirements listed above will be considered waived, and ineligible for further processing.
 - 2. All grievances must be submitted to the individual / University representative designated in each step of the procedure.
- B. Grievance Discussions. Discussions at all steps of this process will take place at a place and time mutually agreed to by the Union and the University.
- C. Time Limits.
 - 1. A grievance must be filed and appealed within the time limits set forth above, unless extended by written agreement of the parties prior to date on which a deadline occurs, or the grievance will be considered abandoned or settled on the basis of the last position taken by the University. In the event that the University does not answer a grievance within the time limits specified in the grievance procedure, the grievance will automatically go to the next step without a formal appeal by the Union. A written answer by the University, however, will be submitted prior to discussion of the next step.
 - 2. The term "working day" as used in this Article means calendar days exclusive of Saturday, Sunday and holidays.

SECTION 12.3 GRIEVANCE PROCEDURE. Grievances will be handled in the following manner:

- A. Step 1.
 - 1. A grievance must be filed within seven (7) calendar days after the occurrence of the event giving rise to the grievance. Such grievance shall be filed with the University's Police Department Chief or her/his designee, with a copy to the Union. If not filed within seven (7) calendar days, the grievance will be deemed abandoned.

2. Within ten (10) working days after the filing of the grievance, the Chief or designee, the Union representative and the aggrieved Officer shall meet to attempt to resolve the matter.
3. The Chief or designee will provide a written answer to the Union within ten (10) working days of the Step 1 meeting.

B. Step 2.

1. If the grievance is not settled during Step 1, the Union may appeal the grievance to the University's Employee/Labor Relations Director or her/his designee within ten (10) working days after the Step 1 answer was provided.
2. The Union shall set forth in writing the factual or other reason(s) for the appeal.
3. Within ten (10) working days after receiving the Step 2 appeal, the University's Employee/Labor Relations Director or her/his designee will meet with the Union's Staff Representative and the aggrieved Officer to discuss and attempt to resolve the grievance.
4. The University's Employee/Labor Relations Director or her/his designee will provide a written determination within ten (10) working days of the Step 2 meeting.

C. Step 3: Arbitration. If the grievance is not resolved at Step 2, the Union may appeal the grievance to arbitration by giving the Director of Employee/Labor Relations or her/his designee written notice within fifteen (15) working days of the Step 2 written response. This notice will contain the factual or other reason(s) for the appeal to arbitration. If the grievance is not submitted to arbitration within the fifteen (15) working days, the grievance shall be considered settled based on the Step 2 response.

1. After the Union appeals the grievance to arbitration, the Union and the University will attempt to select an arbitrator. If the parties are unable to agree on an arbitrator within fourteen (14) calendar days after the Union has given written notice as described above, the parties will request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators, who are members of the National Academy of Arbitrators and who are from the Chicago metropolitan area. The parties will begin the selection procedure within fourteen (14) calendar days after the receipt of the panel from the Federal Mediation and Conciliation Service. The party requesting the arbitration will strike the first name from the list and the parties will strike names alternatively after that. The person whose name remains will be the arbitrator. Either party, before striking any names, will have the right to reject one (1) panel of arbitrators. The arbitrator will be notified of her/his selection by a joint letter from the University and the Union requesting that s/he set a time and place for the hearing, subject to availability of the University and Union representatives.
2. Not more than one (1) grievance may be submitted to or be under review by any one arbitrator at any one time unless the parties agree otherwise.
3. The arbitrator's decision will be final and binding on the University, the Union and the aggrieved Officer(s). The arbitrator may consider and decide only the particular grievance presented and her/his decision shall be based only on an application or interpretation of the provisions of this Agreement. The arbitrator will have no authority to alter, modify, amend, add to or subtract from the provisions of this Agreement.
4. The fee and expenses of the arbitrator shall be divided equally between the parties. The parties will bear their own expenses in preparing for and presenting their positions to the arbitrator.
5. In no event shall an award be retroactive beyond thirty (30) calendar days prior to the date the grievance was first presented in writing.

SECTION 12.4. DISCIPLINARY GRIEVANCES.

- A. Any disciplinary action against any Officer will be subject to the grievance procedure, including arbitration. Officers suspended or discharged must demand a hearing within three (3) working days after the notice of

discharge or suspension, or the grievance shall be deemed abandoned. The grievance will be initiated at Step 2 of the grievance procedure.

- B. If back pay is ordered, interim earnings will be set off against the total amount of back pay due.

Interim earnings will include unemployment compensation benefits and any other monies received during the period covered by the claim; provided, however, those earnings that would have been received, had active employment at the University been continuous, will not be allowed as a set-off against any back pay ordered. In the case of a discharge, the Officer has the duty to mitigate the amount of her/his back pay.

SECTION 12.5. UNION RESPONSIBILITY. The Union may process, adjust or settle any grievance at any step of the grievance procedure.

ARTICLE 13 WAGES

SECTION 13.1. JOB CLASSIFICATION SCHEDULE AND MINIMUM RATES OF PAY. The job classifications and the minimum hourly rates of pay for each classification throughout the length of this Agreement are listed in Appendix A.

SECTION 13.2. WAGE RATE PROGRESSION. If an Officer's rate of pay is below the minimum rate for her/his job classification, s/he will receive a rate adjustment to the scale minimum.

SECTION 13.3. GENERAL INCREASES.

- A. Effective the first day of the first full pay period in July 2018 all Officers will receive a 3.0% increase to their regular hourly rate of pay.
- B. Effective the first full pay period in July 2019 all Officers will receive a 2.75% increase to their regular hourly rate of pay.
- C. Effective the first full pay period in July 2020 all Officers will receive a 2.75% increase to their regular hourly rate of pay.
- D. Effective the first full pay period in July 2021 all Officers will receive a 2.75% increase to their regular hourly rate of pay.
- E. Effective the first full pay period in July 2022 all Officers will receive a 3.0% increase to their regular hourly rate of pay.

SECTION 13.4. LONGEVITY INCREASES.¹

- A. Beginning in the first full pay period in July 2018, longevity steps will be as follows:

- * 2 Year: \$1.00 per hour
- * 3 Year: \$2.00 per hour
- * 6 Year: \$1.00 per hour
- * 9 Year: \$1.00 per hour
- * 12 Year: \$1.00 per hour
- * 15 Year: \$1.00 per hour (and so on: \$1.00 per hour increase every three years thereafter)

- B. See schedule in Appendix G for a list of officers currently in the bargaining unit and their projected future longevity increases.

¹ Clarification on sequencing of pay increases for officers with 3 years or more of service: 2018 pay increases will be sequenced so that longevity increases are implemented before the annual wage increase is implemented. For example, an officer with 3 years' service or more will receive her/his longevity increases, followed by the annual wage increase.

SECTION 13.5. SHIFT DIFFERENTIAL. Beginning in the first full pay period in July 2018, full-time Officers whose regular duty shift begins between 4 pm and 5 am will receive a shift differential of one dollar (\$1.00) per hour. Beginning in the first full pay period in July 2021, full-time officers whose regular duty shift begins between 4 pm and 5 am will receive a shift differential of one dollar twenty-five cents (\$1.25) per hour.

SECTION 13.6. PAY PERIOD. All Police Officers covered by this Agreement shall be paid in full, biweekly, on regular paydays. Police Officers shall be paid not later than ten (10) days after completion of the biweekly period.

SECTION 13.7. NEW JOB CLASSIFICATION(S). If the University establishes a new classification in the bargaining unit, it will set an initial pay rate for the job and will notify the Union of the new job and pay rate. If the Union challenges the pay rate for the new job, it will negotiate the pay rate with the University. If no agreement is reached concerning the appropriate rate of pay, the Union may challenge the rate established by the University through the grievance and arbitration procedure provided in Article 12 of the Agreement; and in such case, the question before the arbitrator will be whether the rate established by the University bears a proper relationship to the rates prescribed by this Agreement for other classifications within the bargaining unit.

SECTION 13.8. BONUS. The University, in its discretion, may institute a program to award bonuses to Officers who have demonstrated outstanding performance during a period of time. Prior to instituting a bonus program, the University will notify the Union of the bonus program in a timely manner and the criteria which the University will use to award a bonus. If the University awards bonuses to bargaining unit Officers in the future, the University will notify the Union of the name of the Officer(s) and the amount(s) of the bonus(s) awarded.

ARTICLE 14 HOLIDAYS

SECTION 14.1 AUTHORIZED UNIVERSITY HOLIDAYS.

A. The following are Authorized University holidays for eligible Officers:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day

B. When an Authorized University Holiday falls on a Saturday, the preceding Friday will be considered the Authorized University Holiday. When the regular holiday falls on a Sunday, the following Monday will be considered the Authorized University Holiday.

SECTION 14.2 COMPENSATION FOR HOLIDAYS

A. Holidays Not Worked.

1. Pay for holidays not worked (Holiday Pay) does not count in the calculation for overtime.
2. For each Authorized University holiday that falls on an Officer's scheduled day off and is not worked, the Police Officer will receive holiday pay for eight (8) hours at her/his regular straight time rate. The sole exception is a holiday that falls during approved vacation days of at least one week; in such instance, the Officer will receive twelve (12) hours of holiday pay.
3. When an Officer's scheduled work day begins on an authorized University holiday and the Department authorizes her/him to voluntarily recognize the holiday as a day off, the Officer will receive holiday pay for the day. If the Officer's regular shift exceeds eight (8) hours, the Officer will receive a Holiday Supplement at her/his straight time rate for the difference between the holiday pay and the additional hours in her/his shift.

4. An Officer who is scheduled to work on a holiday and who fails to report and work as scheduled will receive no holiday pay.

B. Holidays Worked.

1. When an Officer's work schedule begins on an Authorized Holiday, s/he will receive time and one half times (1 ½ x) her/his regular rate of pay for all hours worked. Officers whose work schedule begins on a day other than the Authorized Holiday will receive straight time pay for all hours worked on the Authorized Holiday.
2. In addition to the pay received for hours worked, the Officer shall receive eight (8) hours of holiday pay at her/his straight time rate.

SECTION 14.3 ELIGIBILITY REQUIREMENTS. To be eligible for holiday pay, a Police Officer must

- A. be in active status (not be on a Layoff, Leave of Absence, on Short Term Disability, Long Term Disability, or Workers Compensation status -- with the sole exception of Line of Duty Workers Compensation status)
- B. be benefits-eligible;
- C. have been in pay status the last scheduled working day before and the first scheduled working day after the holiday;
- D. if laid off during the week in which a holiday falls, work any scheduled work day during the workweek in which the holiday falls.

SECTION 14.4 HOLIDAYS DURING VACATION. If a holiday falls during an Officer's vacation, s/he will receive holiday pay, provided s/he works her/his complete scheduled work days before and after her/his vacation.

ARTICLE 15 PERSONAL HOLIDAYS

SECTION 15.1. PERSONAL HOLIDAYS. In addition to the Authorized University holidays, Officers in active status shall accrue two (2) Personal Holidays on January 1, and one (1) Personal Holiday on April 1, July 1, and September 1 of each calendar year. Officers in inactive status (Layoff, Leave of Absence, on Short Term Disability, Long Term Disability, or Workers Compensation status -- with the sole exception of Line of Duty Workers Compensation status;) on any of the foregoing dates shall not accrue the personal holiday for that date.

- A. An Officer must complete three (3) months of service before s/he can use an accrued personal holiday. Personal holidays must be used within the same calendar year in which they are accrued and cannot be carried over into the next calendar year. Personal holidays may be taken on days chosen by the Officer, provided the request is in accordance with departmental procedures for requesting time off and provided the absence will not unduly hamper departmental operations.
- B. Eligible Officers will be entitled to payment in lieu of a day off only if the department is unable to schedule time off before the year's end and the Officer's request was made in accordance with departmental procedures for requesting time off. Personal holiday hours paid are not computed as hours worked in determining overtime for the workweek.
- C. Upon termination of employment, eligible Officers will be paid for any unused personal holidays accrued within the calendar year of employment.

ARTICLE 16 VACATION

SECTION 16.1 VACATION ACCRUALS.

A. Full-time Officers in active status (not on Layoff, Leave of Absence, on Short Term Disability, Long Term Disability, or Workers Compensation status -- with the sole exception of Line of Duty Workers Compensation status) who work at least fifty percent (50%) of the scheduled hours in the month accrue vacation credit in accordance with the amounts listed below.

1. For purposes of this calculation, vacation, holidays, funeral leave, and jury duty will be considered days worked.

YEARS OF SERVICE	AMOUNT OF VACATION
0-8	10 Hours / month
9-20	13 Hours and 20 minutes / month
21 and above	16 Hours and 40 minutes / month ²

B. Carry Over of Vacation. Officers may carry over earned but unused vacation from one year to the next, however, the maximum any Officer may accrue is one and one-half times (1.5x) her/his annual accrual. When an Officer's accrual meets the maximum accrual rate, s/he will cease accruing vacation time until the Officer's accrual rate falls below the accrual maximum.

SECTION 16.2. VACATION ELIGIBILITY. Officers are eligible to use accumulated vacation after completing three (3) calendar months of full-time work. Any form of paid or unpaid leave (including sick time, vacation time, funeral leave and jury duty, and workers compensation), is not considered time worked for the purpose of establishing eligibility to begin using vacation time. The University will determine when Officers may take their vacation.

SECTION 16.3. VACATION SCHEDULING.

A. The University will approve vacation requests in accordance with operational need, and will not unreasonably deny requests made in accordance with §16.3.B.1, below.

1. The University may designate periods during the year when no Police Officer may be on vacation and may also designate the number of Police Officers in each classification who may be on vacation at the same time.
2. Vacation approvals will be made on a first-come, first-serve basis. However, in the event an officer received a premium day off in the preceding year, her/his request need not receive priority consideration.

B. Officers may not use vacation time before it is accrued.

1. Officers may request the use of accrued vacation time between one hundred and eighty (180) and fifteen (15) calendar days in advance of the date(s) on which s/he intends to use the vacation. However, an Officer may, 365 days in advance, submit one (1) vacation request in each calendar year. In the event two (2) or more Officers on the same squad submit, on the same day, a request for vacation to be taken on the same day(s), the Officer with the greater seniority will be given preference.
2. No Officer may take, at any one time, more vacation time off than s/he annually accrues, even if the total number of accrued hours exceeds this amount.

² Officers who have twenty one (21) years' service as of January 1, 2013, will retain the accrual rate of 204 hours/year.

3. Once an Officer has requested and been approved for vacation, s/he may change the requested vacation dates with the University's approval.
4. Requests for vacation time off not meeting the notice requirements in §16.3.B.1, must be made directly with the Officer's supervisor.

SECTION 16.4. NO EXTENSION OF VACATION. No Officer will extend her/his vacation beyond her/his scheduled time, unless granted approval for the additional time by the University. Violation of this rule may result in termination of employment.

SECTION 16.5. VACATION PAY.

- A. Full-time Officers will receive vacation pay equivalent to the number of hours in the workday(s) that the Officer took as vacation, at her/his regular base rate of pay, including shift differential. Bonuses or other variable pay are not included in the calculation of vacation pay.
- B. If an authorized University holiday falls within an eligible Officer's vacation period, the day shall be counted as a holiday rather than a vacation day.

SECTION 16.6. VACATION ON TERMINATION. Eligible Officers who have completed three (3) calendar months of full-time work shall be paid for any accrued and unused vacation upon termination of employment.

SECTION 16.7. RESCHEDULING/CANCELING VACATION. The University may, in emergencies, order an Officer to give up all or any part of vacation, but if it does so the University will pay the Officer the vacation allowance in addition to the standard compensation earned by working during said the missed vacation period or may reschedule the vacation by mutual agreement of the University and the Officer.

ARTICLE 17 BEREAVEMENT LEAVE

SECTION 17.1. GENERAL PROVISIONS.

- A. Full-time benefits-eligible Officers are entitled to bereavement leave in the same amounts and subject to the same policies as other University personnel. For benefits-eligible Officers, bereavement leave of up to 5 work days, or 20 work days in the event of the death of a Child or Spouse, will be paid and will not be deducted from the employee's allotment of sick leave, vacation days, or personal holidays. In the case of paid bereavement leaves, the employee will be paid only for those days that fall on her/his regularly scheduled work days. Bereavement leave for non-benefits eligible Officers is generally unpaid; however, such Officers may (but are not required to) use accrued sick leave during a bereavement leave. The University reserves the right to request verification of relationship, death, and attendance at funeral services before granting bereavement leave.
 1. In the event of the death of an employee's Child or Spouse (as defined by Policy), the employee may take up to 20 work days (four work weeks) of bereavement leave if requested. Bereavement leave for the death of a Child or Spouse need not be taken on consecutive work days, but must be taken within one year of the death.
 2. In the event of the death of an employee's parent or foster parent, sister, brother, son-in-law, daughter-in-law, father-in-law, mother-in-law, step-parent, grandparent, grandchild, or father or mother of the employee's University-approved domestic partner, the employee may take up to 5 consecutive work days of bereavement leave immediately following the death, if requested.
- B. The supervisor will give consideration to requests for the use of accrued sick and/or vacation time in order to take additional time off beyond the bereavement leave allowed under University policies.

SECTION 17.2. VERIFICATION. The University has the right to request verification of relationship, death, attendance at funeral service and distance traveled before paying benefits under this Article. The University may request an Officer to complete a form stating the names and relationships of relatives covered by this Article.

ARTICLE 18 LEAVES OF ABSENCE

SECTION 18.1. PERSONAL LEAVE OF ABSENCE.

1. Officers covered by this Agreement have the right to apply for a leave of absence in accordance with the University's Personnel Policy Guidelines governing personal leaves of absences, Section U508.
2. The University will provide Family Medical Leave (FMLA leave) as required by law.

SECTION 18.2. MILITARY RESERVE TRAINING. A full-time Police Officer who is called for annual military training, by either the United States Armed Forces Reserve or the National Guard, while on the University's active payroll, will be paid the difference between her/his regular rate of pay and the compensation s/he receives from the Government for one period of up to fourteen (14) consecutive days per contract year. The Officer must provide the University, at least thirty (30) days in advance, a copy of her/his orders. Failure to give notice will forfeit a Police Officer's right to this paid military leave. After completion of the leave, the Police Officer must turn over to the University all military pay s/he received excluding expenses. S/he will then receive regular straight-time pay for her/his scheduled work hours lost during the period of active duty training. An Officer who has completed a year of service may opt to take vacation time for the military leave period and then retain both her/his vacation pay and her/his military pay.

SECTION 18.3 MILITARY LEAVE. Officers, who are required to enter military service of the United States or who voluntarily enlist in the United States Armed Services shall, within ninety (90) days from the date of discharge from service, be entitled to resume their employment with the University. Their seniority status will be retained and they will be placed in a position commensurate with their seniority, if it is possible. Such Officers will be granted all rights and privileges as set forth by the Uniformed Services Employment and Reemployment Rights Act (USERRA), as long as they comply with the requirements of the Act and of the University.

ARTICLE 19 SICK LEAVE WITH PAY

SECTION 19.1 GENERAL. Benefits-eligible Officers begin accruing sick leave as of their most recent date of benefits-eligible hire. Such Officers will be entitled to use accrued sick leave for her/his own illness after completion of three (3) months of service.

SECTION 19.2. ANNUAL SICK LEAVE ACCRUALS.

- A. Full-time Officers accrue paid sick time at the rate of eighty-four (84) hours per year.
- B. Sick leave will be credited monthly at the rate of one-twelfth (1/12) of the total annual hours of sick leave due the Officer for each completed month of employment. No sick leave accrues for any month during which the Officer is absent for more than one-half (1/2) of her/his standard working hours except where the absence is due to paid vacation, paid holidays, paid funeral leave, jury duty, paid sick leave or Line of Duty Workers Compensation status.

SECTION 19.3. SICK LEAVE USE WHILE RECEIVING WORKERS COMPENSATION. As provided in §19.2B., while sick leave does not accrue during any absence brought about because of occupational injury or occupational illness, an Officer shall not have sick leave automatically deducted while Officer remains eligible for temporary disability benefits under the State of Illinois Worker's Compensation Act or the Occupational Disease Act. However, Officers receiving Workers Compensation, but not receiving "line of duty pay" in accordance with §20.2.B., may elect to use accrued sick leave to supplement the difference between Workers Compensation benefits and the Officer's regular salary.

SECTION 19.4. PAID SICK LEAVE USE.

- A. Officers may use their sick leave allowances for absences due to the Officer's own illness or injury, or for receiving medical care, treatment, diagnosis, or preventive medical care and for absences due to an illness, injury, or medical appointment of the Officer's child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent or stepparent. The right is reserved by the University to require an Officer who has been absent for more than three (3) consecutive workdays, or who is suspected of abuse of sick leave at any time, to provide certification that he use of sick leave was permissible under this section. Failure to submit documentation when requested may disqualify the Officer from sick leave allowance and may result in corrective action. Eligible Officers who have been granted time off under the Family and Medical Leave Act (FMLA) can use sick leave allowances to receive pay.
- B. Eligible Officers will have sick leave accruals deducted as used, on an hour-for-hour basis, in increments of at least thirty (30) minutes. When sick leave is used, it will be paid at the eligible Officer's regular base rate of pay. Forms of variable pay (e.g., shift differential) are not used when calculating sick leave pay.
- C. Hours compensated as sick leave will not count as hours worked in the computation of overtime.

SECTION 19.5. USE OF VACATION OR PERSONAL HOLIDAYS FOR ILLNESSES. Officers who have exhausted sick leave but who are eligible to use accrued vacation or personal holidays, may substitute vacation time or personal holiday time for sick leave, provided s/he receives advance approval from her/his supervisor.

SECTION 19.6. SICK LEAVE PAY OUT ON RETIREMENT. Any Officer who qualifies by age and service for retirement under the Employee Retirement Income Plan and who elects to retire from the University or who has at least twenty (20) years of continuous active service (seniority) and who voluntarily retires from her/his employment will at that time become eligible for either a lump sum payment or health care benefits, provided the Officer has a balance of accrued sick leave hours as provided in §19.6.A., or §19.6.B. The Officer must select one of the two (2) alternatives, and is not permitted to combine the options.

- A. Lump Sum Payment.
 - 1. An eligible Officer will receive a lump-sum amount, determined by multiplying thirty percent (30%) of up to a maximum of twelve hundred (1200) hours of unused accrued sick leave at that time, by the Officer's basic straight-time hourly rate; such payment shall not exceed three hundred sixty (360) hours of pay.
 - 2. This lump-sum amount will be paid as terminal compensation, in addition to hours worked and any unused personal holiday time and accrued vacation time as provided under this Agreement. In the event the Officer dies during active employment, the payout and the compensation listed in this Section shall be made to the Officer's designated beneficiary.
 - 3. Officers who terminate their employment from the University for reasons other than retirement shall not receive any payout of unused sick leave accruals.

ARTICLE 20 WORK INCURRED INJURY LEAVE

SECTION 20.1 GENERAL PROVISIONS.

- A. Absences resulting from work-related accidents or illnesses and compensated under the Workers' Compensation or Occupational Diseases Acts of the State of Illinois will not be involuntarily charged against the Officer's accrued sick leave.
- B. Officers in Workers' Compensation status are ineligible to accrue sick leave, vacation leave, personal holidays, or seniority, or to receive University holiday pay, with the sole exception of Officers in Line of Duty Workers Compensation status.

- C. An Officer shall notify her/his supervisor of a work-related accident and submit a written statement in compliance with the Police Department policy of the injury or illness as soon as possible after the incident occurs. The Officer shall also complete the University Forms required to process Workers Compensation Claims.

SECTION 20.2 PAYMENTS.

- A. **Workers Compensation Payments.** Payment is sixty-six and two thirds percent (66 2/3 %) of the Officer's average weekly wage, or as established by the State of Illinois Workers' Compensation Commission, up to a maximum set by the Commission. Workers' Compensation payments begin on the fourth day of lost time, unless lost time is fourteen (14) days or more, at which time the first three (3) days will be compensated as Workers' Compensation retroactively. An Officer may choose to use accrued sick, vacation or personal holiday time to remain in pay status for the first three (3) days, or to supplement Workers' Compensation Payments.
- B. **Line of Duty Pay.** When the University determines that a full-time Officer has been injured while carrying out her/his duties of investigating and/or apprehending a suspect(s) and is temporarily disabled and unable to work, the Officer will receive the difference between her/his regular weekly pay and the Worker's Compensation weekly indemnity s/he receives for up to a maximum of fifty-two (52) weeks. If a full-time Officer is otherwise injured while on duty (e.g., walking to her/his patrol car, coming and/or going to work or lunch or a meeting while on the University's time, etc.), s/he will not be eligible for line of duty pay.
- C. **Medical and Rehabilitation Expenses.** Related medical and rehabilitation expenses including medications, therapy, supportive devices, and doctors' appointments will be paid in accordance with the terms of the University of Chicago Workers' Compensation practices and procedures.

SECTION 20.3. RETURN TO WORK. Prior to returning to work, an Officer shall provide a written release demonstrating her/his ability to return to work from her/his Physician.

Such release shall be based on the Officer's current job description, and will be provided to the physician by the University. The written release must describe whether accommodation, if any, is required. The University may require an Officer to have a second medical examination of prior to her/his return from Workers Compensation leave, or applying for Short Term Disability, to be conducted by a health care provider selected by the University. The University will bear the cost if it requires a second examination.

- A. The University may fill the Officer's position after the Officer has been inactive for thirteen (13) weeks.
- B. In the event an Officer is able to return to work within eighteen (18) months after the start of her/his Disability and has provided notice of her/his ability to return in advance of the conclusion of the 18th months, the University will place the Officer in the first Police Officer position that the University designates as available for posting/filling after the Officer receives her/his release, provided the Officer can demonstrate that s/he is able to return to work without accommodation. The parties recognize that placement may occur after the conclusion of the eighteen (18) months. In the event two (2) Officers are released for return from Workers Compensation, the Officer who was injured in the Line of Duty shall be placed first.

SECTION 20.4. MODIFIED DUTY.

- A. Subject to operational considerations including budgetary constraints, the University may modify an Officer's duty assignments. Such modifications may be hourly, weekly, or monthly in duration, and are at the sole non-grievable discretion of the University.
- B. Each modified duty assignment is made on a case-by-case basis, and assignments shall not set a precedent for other circumstances.

- C. Ordinarily, temporarily modified duty assignments will not exceed a ninety (90) day duration. The Police Chief or her/his designee may grant an extension after consideration on a case-by-case basis.
- D. An Officer's refusal to accept a modified assignment may be construed as a refusal of work, after which the University may post her/his position.
- E. Officers in Workers' Compensation status on the date this Agreement is ratified (March 15, 2013), must provide the University with notice of her/his ability to return to work within twenty-four (24) months of the start of the Workers' Compensation disability for the terms of §20.3.B to apply.

ARTICLE 21 DISABILITY

SECTION 21.1. GENERAL PROVISIONS.

- A. The University provides Short-Term Disability (STD) coverage for all benefits-eligible Officers who have completed their IEP, and who are unable to work due to a non-work related illness or injury. In addition, an Officer who remains unable to return to work after the STD expires may apply for Long Term Disability.
- B. The University provides the same Short Term Disability benefits for Officers as it does for other non-exempt employees of the University. In the event the University changes these benefits, the University will give Officers and the Union notice of changes in the benefits.
- C. Officers in Short-Term and Long Term Disability status are ineligible to accrue sick leave, vacation leave, personal holidays, or seniority, or to receive University holiday pay.

SECTION 21.2. SHORT TERM DISABILITY PROVISIONS.

- A. Any eligible Officer who is absent from work because of a medically substantiated non-work-connected accident or illness will be entitled to benefit payments beginning the fifteenth (15th) day of such absence or after the Officer exhausts her/his accrued sick leave, whichever is longer, through the thirteenth week of disability. In other words, the Officer is eligible for a total of eleven (11) weeks of STD pay for a total absence of not more than thirteen (13) weeks.
- B. The Short Term Disability benefit payment will be sixty percent (60%) of basic straight-time hourly earnings.
- C. In the event an Officer is unable to return to work after a Short Term Disability expires, s/he may apply for Long Term Disability or for a Leave of Absence.
- D. Prior to returning to work, an Officer shall provide a written release to return to work from her/his Physician. Such release shall be based on the Officers job description, and must describe whether accommodation, if any, is required. The University may require any Officer to have a second medical examination prior to her/his return from Workers Compensation leave, or applying for STD, to be conducted by a health care provider selected by the University. The University will bear the cost of such examination.
- E. The University will hold the Officer's position for a period of up to thirteen (13) consecutive weeks, while s/he is on STD. After the thirteenth (13th) week, the University may fill the Officer's position.
- F. In the event an Officer is released to return to work within twelve (12) months after the start of her/his Disability, the University will place the Officer in the first available position designated as available for posting/filling after the Officer receives her/his release, provided the Officer can demonstrate that s/he meets all hiring requirements for the position. In the event two (2) Officers are released for return from Disability and/or Workers Compensation, the Officer who was injured in the Line of Duty shall be placed first.

ARTICLE 22 RETIREMENT PLAN

SECTION 22.1. GENERAL. The University may change the retirement plan at any time so long as the changes are the same as for other non-exempt employees of the University who participate in the plan. The plan documents will govern all retirement plan benefits, procedures and administration. Any dispute concerning the University's retirement plan must be processed according to the dispute resolution procedure set forth in the University's retirement plan and will not be subject to the grievance/arbitration procedure of this Agreement.

SECTION 22.2. RETIREMENT PLAN PARTICIPATION. Enrollment in the University's Retirement Income Plan for Employees (ERIP) is mandatory for Officers who are twenty-one (21) years old or older, and who work at least 1,000 hours annually. Officers earn benefits under ERIP beginning on their one-year anniversary of employment.

ERIP is a 403(b) defined contribution plan that provides benefits through retirement savings accounts. Under ERIP, Officers establish an account into which both the Officer and the University contribute a percentage of her/his pay each pay period. The University contributes 4% of an Officer's compensation and Officers contribute a mandatory 3% by payroll deduction. Officers have the option to voluntarily contribute up to an additional 2% which will be matched up to 4% by the University. Refer to Appendix E for the ERIP Summary Plan Description.

ARTICLE 23 GROUP HEALTH INSURANCE

Full-time Officers will continue to participate in the University-sponsored group health plans as they have in the past. All insurance benefits, procedures and administration will be governed by the plan documents of the respective plans. The University will have the right to amend, change or discontinue its plans or add new plans at any time so long as the amendments, changes, discontinuances or new plans apply equally to all other non-exempt Officers of the University who participate in the respective plans. Any dispute over any of the group health plans will be processed only pursuant to the dispute resolution procedure of the respective plans and will not be subject to the grievance/arbitration procedure of this Agreement.

ARTICLE 24 RIGHTS OF OFFICERS UNDER INVESTIGATION / PROVIDNG WITNESS TESTIMONIES

SECTION 24.1. DISCIPLINARY INVESTIGATIONS

Whenever an officer covered by this Agreement is the subject of a Disciplinary Investigation as a result of a Complaint Register (CR) (other than Summary Discipline), the following procedure will be used:

- A. Other than in the initial stage of the investigation, all attempts will be made to have the questioning occur while the Officer is on duty in a private setting at the worksite. Such investigation shall be of reasonable length and will give consideration to the personal needs of the Officer being questioned, including reasonable periodic breaks.
- B. At the time the Officer is originally notified s/he is subject to a complaint or discipline investigation, s/he shall be informed of the nature of the complaint, including the alleged misconduct, the date, time, location, and the names of all complainants prior to the onset of the investigatory meeting. Anyone filing a complaint against an officer must have the complaint supported by a sworn statement.
- C. The Officer under investigation shall be informed of the identity of the person assigned to conduct the investigation and of any other relevant individuals who will/may be present during the investigation. All individuals asking questions of the Officer under investigation will be made known to the Officer in advance.
- D. No anonymous complaint made against an Officer shall be the subject of a Complaint Register (CR) investigation unless the allegation is a violation of the Illinois Criminal Code, or a criminal violation of a federal statute.
- E. If the allegation under investigation deems it prudent for management to suspend the Officer prior to the investigatory meeting, the officer will be given the appropriate disciplinary notice documents and will remain

suspended until the outcome of the investigation has been determined. Under no circumstance will the suspended Officer be kept away from duty once it has been determined there is no basis for the complaint.

- F. The Officer under investigation will be provided, within three (3) administrative work days, a copy of any statement s/he made during the investigatory interview. At such time, the Officer under investigation will have an opportunity to review her/his statement(s) and will be responsible for providing her/his signature to said document.
- G. An Officer under investigation may opt to exercise her/his Weingarten rights by requesting union representation to be present during the investigation. If requested by the Officer under investigation, reasonable efforts will be made to schedule the investigatory meeting at a time when the union representative can be present. If it is not feasible for the union representative to be present, the Officer may request that a union representative be present for further discussion before the matter is considered concluded.

SECTION 24.2. WITNESS OFFICER'S STATEMENTS IN DISCIPLINARY INVESTIGATIONS When an Officer covered by this Agreement is required to give a written statement or oral statement in the investigatory process as a witness (other than Summary Punishment), at the request of the Witness Officer the interview shall be conducted in the following manner:

- A. Other than in the initial stage of the investigation, all attempts will be made to have the questioning occur while the officer is on duty in a private setting at the worksite.
- B. The Officer providing witness testimony shall be informed of the identity of the person assigned to conduct the investigation and of any other relevant individuals who will/may be present during the investigation. All individuals asking questions of the Witness Officer will be made known to the Witness Officer in advance.
- C. The Witness Officer will, within three (3) administrative work days of the time the statement or response was made, be provided with a copy of any statement or response document. At such time, the Witness Officer will have the opportunity to review the document and will be responsible for providing her/his signature to said document.
- D. This Article shall not apply to questions from a supervisor in the course of performing her/his normal day-to-day supervisory duties or to requests to prepare detailed reports or To-From-Subject Reports.

SECTION 24.3. DISCLOSURE. Should the investigatory meeting reveal personal information unique to the Officer or her/his family, the parties agree that the disclosure of such personal information shall not be made available for public inspection or copying.

SECTION 24.4. OBLIGATION OF ALL OFFICERS. Officers are reminded that they can be disciplined, even separated from the University for refusing to answer questions, narrowly directed, relating to their official actions or obligations which were assumed upon appointment to their respective Officer positions.

ARTICLE 25 MISCELLANEOUS

SECTION 25.1. OTHER AGREEMENTS. The University shall not enter into any agreement or contract with its Police Officers, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement will be null and void.

SECTION 25.2. IDENTIFICATION CARDS. The University will provide laminated official Police Department identification cards to each Police Officer. The University will provide a laminated Police Department Retirement Identification Card to retiring Police Officers who retire with at least twenty (20) years of active University employment.

SECTION 25.3. UNIFORMS. The University will supply one set of uniforms to each Police Officer in accordance with the uniform requirements of the University's Police Department. Officers are required to maintain and clean their uniforms. Thereafter, Officers may purchase uniforms and duty-related equipment from a vendor or vendors designated by the University. The University will reimburse the vendor only for those items on a list provided by the

University, up to a maximum reimbursement of \$700.00 per year. Officers who are in the assignment of Investigator may use \$250.00 of the annual \$700.00 uniform allowance to purchase plain dress clothes. Investigators will be required to submit itemized receipts for reimbursement.

SECTION 25.4. OFFICER RESPONSIBILITY TO PROVIDE ACCURATE INFORMATION. Each Officer will furnish the University with a telephone number where s/he may be reached or where messages for him/her may be left, her/his current address and her/his current dependency status. An Officer's failure to furnish this information and to keep it current pursuant to the University's policies, relieves the University from all liability under this Agreement where the information is required for notice, benefit coverage, etc.

SECTION 25.5. FULL-TIME POLICE OFFICER HIRING FROM PART-TIME POLICE OFFICER STATUS. If a part-time Police Officer covered by this Agreement wishes to be hired as a full-time Police Officer, s/he must apply to the University within thirty (30) days of her/his release from her/his employment with another police department. If a full-time vacancy exists, the part-time Officer may apply. During the hiring process, the applicant will have to take the physical agility test and the Oral Boards in order to be hired as a full-time Police Officer. If the part-time Officer is accepted for full-time employment s/he must begin employment when directed by the University and her/his full-time Officer hire date will ultimately be her/his seniority date.

SECTION 25.6. TUITION REIMBURSEMENT PROGRAM. Full-time Police Officers may continue to participate in the University's tuition reimbursement program. The University may amend or otherwise change the program at its discretion, so long as the amendments or changes apply equally to all employees who participate in the program.

ARTICLE 26 LABOR-MANAGEMENT CONFERENCES

SECTION 26.1. GENERAL. The Union and the University agree that in the interest of efficient management and harmonious employee relations, meetings should be held between representatives of the Officers and the University. These meetings will be referred to as "Labor-Management" conferences.

SECTION 26.2. AGENDA. Problems of mutual concern, including conditions tending to cause misunderstanding, will be considered and recommendations made to either the University or the Union, or both, by the persons present at any Conference. These conferences will be separate from the grievance procedure provided for in Article 12. Grievances will not be considered at labor-management conferences, nor will either party make proposals to alter the terms of this Agreement.

SECTION 26.3. PRE-MEETING PREPARATION. At least ten (10) days prior to each labor-management conference, the University and the Union will exchange information as to the proposed subject matter to be discussed at the forthcoming meeting and the names of those attending.

SECTION 26.4. SCHEDULING OF CONFERENCES. The parties will agree on the times, dates and places of labor-management conferences.

SECTION 26.5. MINUTES. A representative of the University will keep minutes of each labor-management conference and distribute copies of the minutes to Committee members.

ARTICLE 27 BULLETIN BOARDS

The University will provide an adequate bulletin board to permit the Union to post notices of its meetings, social events, election notices and results and agreements between the University and the Union. The Union will send a copy of each notice to the Executive Director of the Police Department or his designated representative and to the Director of Employee/Labor Relations or her/his designee before posting on the bulletin board.

ARTICLE 28 DRUG AND ALCOHOL POLICY

SECTION 28.1. GENERAL. The University's health and future depend on safe, healthful and efficient working conditions. Alcohol and drugs pose serious potential health, safety and security risks. Additionally, in certain circumstances, their use is unlawful. In an effort to protect the University's personnel, assets and operations and to maintain safe and efficient operations, the policy outlined below will apply to all Officers.

SECTION 28.2. USE OF DRUGS AND ALCOHOL. Officers shall not possess or use any controlled substance defined under the Illinois Controlled Substance Act at any time, whether on or off duty, unless prescribed by a physician. In addition, Officers shall not report to work under the influence of any substance that impairs her/his ability to perform the full functions of her/his position.

- A. PRESCRIPTION DRUGS. When drugs are prescribed, Officers are required to ask the prescribing physician or other authorized health practitioner whether the drug will impair them in the performance of their duties. If the prescription will cause impairment, the Officer must follow the departmental directives regarding sick leave. Officers taking prescribed medications may be required to provide documentation, acceptable to the University, certifying that they can continue to perform their jobs safely.
- B. NON-PRESCRIPTION DRUGS. Any Officer using legal, over-the-counter non-prescription drugs, who feels in any way impaired shall advise her/his supervisor of such impairment without delay and, whenever possible, prior to reporting for duty. The Department may require that the Officer use accrued sick leave due to the impairment.
- C. TESTING. The University retains the right to require drug/alcohol testing a whenever it suspects an Officer has reported to work under the influence of drugs or alcohol.

Officers who are determined to be under the influence while at work may be discharged. In addition, the University reserves the right to randomly test Officers for drug use.

SECTION 28.3. PRE-EMPLOYMENT SCREENING. All applicants for employment may be required to submit to testing for evidence of illegal/abusive drug and/or alcohol use. If an applicant tests positive, refuses to be tested, or tampers or attempts to tamper with the testing process, the applicant will not be hired. Applicants who present a valid pre-dated prescription for substance(s) for which they test positive or other satisfactory evidence of a legitimate medical explanation will be considered on a case-by-case basis.

SECTION 28.4. PROHIBITION. Officers who buy, sell, use or possess alcohol or illegal drugs while working (the period from starting time to quitting time), while operating the University's vehicles, while on the University's premises or while carrying out the University's instructions will be discharged. In addition, Officers are prohibited from reporting to work, or working under the influence of alcohol or drugs, as defined here.

SECTION 28.5. DEFINITIONS.

- A. "Under the influence" of alcohol or drugs means, any impairment that would affect an officer's ability to perform the regular duties of her/his job.
- B. The term "drugs" includes any and all controlled substances, such as, but not limited to, marijuana, cocaine, hallucinogens, amphetamines, barbiturates, phencyclidine (PCP), depressants, opiates, methadone, methaqualone, benzodiazepines, as well as so called "designer" drugs with similar effects. The term "drugs" also includes prescription and over-the-counter medications which are being intentionally abused, as well as inhalants such as glue and nitrous oxide.
- C. Federally-established levels will be used when screening urine specimens in the initial test to determine whether they are positive or negative for the category of drugs or classes of drugs. The following represent those levels at the time of negotiation, however, if the federal-established levels change, the University will utilize the new federally-established levels.

INITIAL TEST ANALYTE	INITIAL TEST CUTOFF CONCENTRATION (NG/ML)	CONFIRMATORY TEST ANALYTE	CONFIRMATORY TEST CUTOFF CONCENTRATION (NG/ML)
Marijuana Metabolites	50	THCA	15
Cocaine Metabolites	150	Benzoyllecgoine	100
Opiate Metabolites* (Codeine/Morphine)	2000	Codeine	2000
6-Acetylmorphine	10	6-Acetylmorphine	10
Phencyclidine (PCP)	25	Phencyclidine (PCP)	25
Amphetamines AMP/MAMP	500	Amphetamines Methamphetamine	250 250
MDMA	500	MDMA MDA MDEA	250 250 250

SECTION 28.6 SELECTION OF OFFICERS FOR DRUG AND/OR ALCOHOL TESTING.

- A. Officers will be required to provide breath, hair, urine or blood specimens for evidence of drug or alcohol use whenever:
1. they are suspected by a supervisor of reporting to work or working under the influence of drugs or alcohol or of using drugs or alcohol while working;
 2. they are involved in a reportable accident in which medical assistance is provided to the Officer or otherwise involved in the accident;
 3. they are given a physical examination;
 4. they have been rehired or have been continued in employment, as outlined in Section 27.8 below;
 5. they are under consideration for a promotion; or
 6. they are selected for a random test; or
 7. Officer Involved shootings.
- B. Officers selected for testing will immediately go for the test at the collection and testing facility selected by the University.

SECTION 28.7 TEST PROCEDURES. Specimens will be collected at a facility designated by the University, under circumstances designed to prevent sample switching and tampering. Blood, hair and/or urine specimens will be sealed and labeled in the presence of the tested Officer and sent to a licensed testing laboratory designated by the University for testing. The University will notify the Union in advance of collection and testing facilities to be used. Detailed records will be kept to prevent misidentification of samples and to preserve and protect the chain of possession integrity.

- A. All positive urine screens will be confirmed through GC/MS testing (Gas Chromatograph/Mass Spectrometry) before any discipline is imposed or hiring decisions are made. Positive test thresholds have been set high enough so that persons who have not actually ingested drugs themselves should not test positive.
- B. Breath, hair and/or blood specimens will be tested using appropriate methodologies.
- C. An Officer who tests positive for drugs has the right, at her/his own expense, to have the specimen tested (using GC/MS techniques) by an independent licensed testing laboratory chosen by the Officer. Testing and chain of custody procedures must be similar to those of the initial testing laboratory.
- D. Officers selected for post-accident or reasonable cause testing will be suspended pending the receipt of test results. Officers whose test results are negative will be paid for all lost time.

SECTION 28.8 VOLUNTARY TREATMENT AND COUNSELING.

- A. An Officer who requests treatment or a leave of absence for treatment will not be disciplined for making the request. An Officer may not, however, escape discipline by first requesting treatment or a leave after being selected for testing or violating the University's policies and rules. Requests for treatment will be kept confidential in accordance with federal and state law.
- B. Any Officer who feels he or she may have a substance abuse problem is urged to contact one of the Police Department's Chiefs or designee. An Officer who does this will not be disciplined or retaliated against.

The University is interested in a safe workplace, healthy and productive workforce, not in punishing Officers who come for help. The Officer must begin and complete satisfactorily an approved treatment program and the ongoing requirements of the program and consent in writing to the disclosure by the program of its recommendations, any dangers it perceives in connection with the Officer's continued performance of her/his job and whether the Officers is complying with, and has successfully completed the program and the ongoing requirements of the program. The Officer will also submit to further testing as required by the University.

SECTION 28.9. CONFIDENTIALITY AND PRIVACY.

- A. The University will attempt to ensure that all aspects of the testing process are as private and confidential as reasonably practicable. Actual test results will be provided to supervisors and managers who have a need to know the information and to the person tested. Except as required by law, test results will not be disclosed to co-workers or to the Officer's family or uninvolved supervisors without the specific permission of the person tested.
- B. The University will, however, inform the police of the unlawful use, possession or delivery of drugs by Officers and will turn over any drugs confiscated to the police.

SECTION 28.10. CONSEQUENCES OF TESTING POSITIVE, REFUSING TO BE TESTED, DELAY IN BEING TESTED OR TAMPERING WITH TESTS.

- A. Officers who provide valid pre-dated prescriptions or other legitimate medical explanation for their test results will not be disciplined, unless abuse is shown, but they may be required to authorize disclosure of underlying medical conditions to the University's designated doctor. Furthermore, they may be placed on a leave of absence if, in the judgment of management, a safety hazard exists.
- B. Officers who refuse to cooperate in testing, delay being tested or otherwise tamper with the testing process will be discharged. Officers who test positive for drugs or alcohol will be discharged.

ARTICLE 29 SEPARABILITY AND SAVINGS

If any Article or Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such a tribunal pending a final determination as to its validity, the remainder of this Agreement will in no event be affected. In the event that any Article or Section is specifically declared invalid by a tribunal of competent jurisdiction, then, on request

by either the University or the Union, the parties will enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for the invalidated Article or Section. In no event will the operation of any other Article or Section be affected during these negotiations.

ARTICLE 30 NONDISCRIMINATION

The University and the Union agree that both will abide by applicable federal, state, and municipal laws and statutes prohibiting discrimination against any employee on the basis of age, race, color, ancestry, national origin, sex sexual orientation, gender identity, marital status, pregnancy, religion, political affiliation, disability, military veteran status, Union membership or lack thereof, and/or activity on behalf of either the Union or the University. The parties acknowledge their commitment to maintaining a work environment free from unlawful discrimination and harassment.

ARTICLE 31 DURATION

SECTION 31.1. TERM OF THE AGREEMENT. This Agreement shall be effective from May 1, 2018 and shall terminate on 12:00 midnight on April 30, 2023, and shall renew itself from year to year after that, unless written notice of termination or modification is given by either party, by certified mail or by personal delivery, to the other, on or before sixty (60) days prior to April 30, 2023, or the same date of any later year.

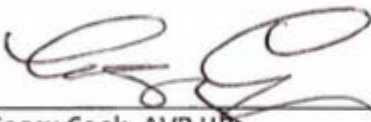
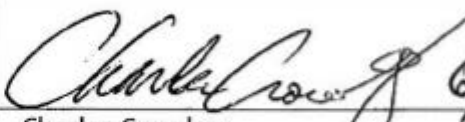
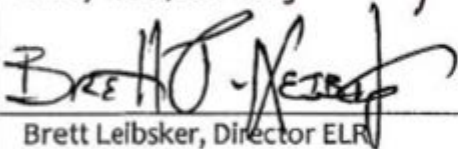
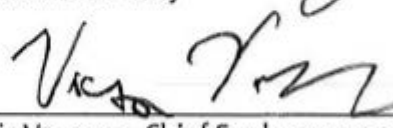
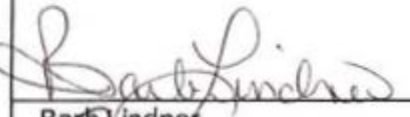
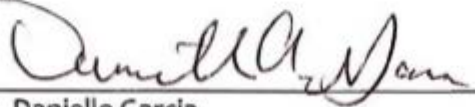
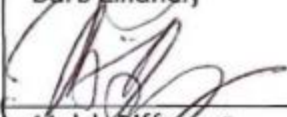
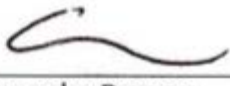
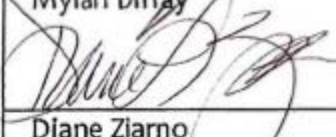
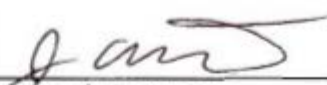

SECTION 31.2. TERM OF AGREEMENT DURING NEGOTIATIONS. In the event the expiration date of this Agreement, or the expiration date of any later yearly period, is reached and a new Agreement has not been agreed on, this Agreement will be temporarily extended until either a new Agreement is agreed on or either of the parties serves a ten (10) day notice on the other that the negotiations have terminated. After the serving of this written notice, there will be no strike or lockout during the following period of ten (10) days, and the parties will meet within this period in order to give both parties an opportunity to reconsider their decision and attempt to arrive at a new Agreement.

SIGNATURE PAGE

The Parties hereto have caused this Agreement to be executed by their duly authorized representatives, to effective May 1, 2018.

The University of Chicago

Policemen's Benevolent & Protective Association
of Illinois, Local 185

 Casey Cook, AVP HR Date 6/18/18	 Charles Crowley Date 6/15/18
 Brett Lebsker, Director ELR Date 6/18/18	 Vic Vazquez, Chief Spokesperson Date 6/21/18
 Barb Lindner, Date 6/18/18	 Danielle Garcia Date 6/21/18
 Mylah Diffay Date 6/18/18	 Alexander Donner Date 6/20/18
 Diane Ziarno Date 6/18/18	 Joseph Augustyn Date 6/20/18
 Joanne Nee Date 6-18-18	

APPENDIX A WAGES – MINIMUM RATES

	First Full Pay Period in July 2018	First Full Pay Period in July 2019	First Full Pay Period in July 2020	First Full Pay Period in July 2021	First Full Pay Period in July 2022
Police Officer 2	\$30.31	\$31.15	\$32.00	\$32.88	\$33.87
Police Officer 3*	\$31.84	\$32.71	\$33.61	\$34.54	\$35.57
Police Officer Part- Time	\$28.33	\$29.10	\$29.90	\$30.73	\$31.65

*Special Assignment Pay for PO 3: \$3.00 per hour in addition to PO3 wage rate.

(Special Assignments include: CRU; PACT; Investigator; FTO; and any other special assignments the University may create)

Candidate Name: _____

Job Title: _____

Date: _____

INTRODUCTION

It is recognized that the University will incur substantial costs as direct or indirect results of hiring individuals as police officers. The University provides training requisite to become a certified Illinois State Peace Officer and training to maintain certification as prescribed by the Illinois Law Enforcement Officers' Training & Standards Board. These costs may include police academy tuition, training, uniforms, equipment and/or other related items.

The purpose of this agreement is to provide for reimbursement to the University if a newly hired police officer leaves employment with the University for any reason within thirty-six (36) months after the completion of the training at the Chicago Police Department's Education and Training Division Basic Metropolitan Recruit Program (or another police academy) or within thirty-six (36) months after the employment start date for already certified police officers.

REIMBURSEMENT OBLIGATION

I, _____, understand and agree that, in consideration of my employment with The University of Chicago Police Department (UCPD), I will reimburse the UCPD for all costs and expenses related to my training, uniforms, equipment and/or other related items required to become a police officer subject to the following terms and conditions:

1. I agree to serve as a police officer with the UCPD for a period of not less than thirty-six (36) months after the completion of my initial training at the Chicago Police Department's Education and Training Division Basic Metropolitan Recruit Program (or another police academy) or within thirty-six (36) months after the employment start date for already certified police officers.
2. I agree that if I resign or terminate employment with the UCPD for any reason during my initial evaluation period of 18 months for non-certified police officers or initial evaluation period of 12 months for certified police officers, I will repay 100% of the training, uniform, and equipment costs and/or additional expenses by the UCPD.
3. I agree that if I resign or terminate employment with the UCPD for any reason after my initial evaluation period but prior to serving thirty-six (36) months after completion of the police academy or employment start date if already a certified police officer, I will reimburse the UCPD on a one-thirty-sixth (1/36) per month(s) remaining pro rata share for all costs and expenses related to training, uniforms, equipment and/or other related items.
4. I understand and agree that I will be responsible for reimbursing the UCPD for the actual costs and expenses incurred on my behalf. Listed below are estimated costs of academy tuition, training, uniforms, and equipment:

Training: Academy Tuition effective July 1, 2012	\$1,909
Uniforms	\$2,300*
Equipment	\$850*
Total	<u>\$5,059*</u>

*(See Appendix C for a more specific itemized list of uniforms and equipment estimated costs.)

5. I understand and agree that this agreement does not constitute an employment contract and that the UCPD reserves the right, as employer, to reassign, discipline or to terminate in accordance with applicable University policies, collective bargaining agreements, and/or laws and regulations. I also understand that this agreement does not grant me any special rights or benefits from the UCPD and does not require the UCPD to offer me a position as a police officer. I understand that this agreement does not alter or affect any other terms or conditions of my employment with the UCPD.

6. I agree that the UCPD, in its sole discretion, may retain and deduct from my last payroll check, any amount due and payable to the UCPD, to the extent allowed by law, to offset against any training and other employment related expenses (per section 4 above) that I would be obligated to reimburse the UCPD. I agree to repay any outstanding expenses for which I may be responsible to the UCPD within 30 days of my resignation or termination of employment. I agree to complete the form in Appendix D at the time the pay check deduction is made.

7. I agree that if it becomes necessary to enforce this contract and judgment is entered against me, I will pay all costs and expenses incurred by the UCPD including attorney fees.

Print Candidate Name

Date

Candidate Signature

APPENDIX C

ITEMIZED LIST OF UNIFORMS AND EQUIPMENT WITH ESTIMATED COSTS

Uniform Item / Description	Quantity	Price**	Total Price	Return Item
Navy Sweat Shirt w/ Letters	3	\$ 14.92	\$ 44.76	
Navy Sweat Pants	3	\$ 18.38	\$ 55.14	
Navy Shorts	3	\$ 31.33	\$ 93.99	
Navy Pants	2	\$ 63.93	\$ 127.86	
Navy Cargo Pants	1	\$ 75.50	\$ 75.50	
Navy Long Sleeve Shirt(excluding patches)**	3	\$ 126.75	\$ 380.25	
Navy Short Sleeve Shirt(excluding patches)**	3	\$ 114.00	\$ 342.00	
Heather T-Shirt	3	\$ 10.25	\$ 30.75	
Navy Enforcer Jacket	1	\$ 264.95	\$ 264.95	Yes
Raincoat	1	\$ 183.04	\$ 183.04	Yes
Fleece Patch for Raincoat	1	\$ 20.00	\$ 20.00	Yes
Black Tie - 22 Inch (Cross Tie for Women)	1	\$ 5.50	\$ 5.50	
Tie Bar for Men Only	1	\$ 4.95	\$ 4.95	
Double Name Plate	2	\$ 8.50	\$ 17.00	
Single Name Plate	2	\$ 7.00	\$ 14.00	
Belt	1	\$ 22.06	\$ 22.06	
Gun Belt	1	\$ 51.38	\$ 51.38	Yes
Belt Keeper	4	\$ 2.83	\$ 11.32	Yes
Key Loop	1	\$ 6.58	\$ 6.58	Yes
Handcuff	1	\$ 38.29	\$ 38.29	Yes
Handcuff Case	1	\$ 25.31	\$ 25.31	Yes
Inert Spray	1	\$ 17.95	\$ 17.95	Yes
Chemical Spray Holder	1	\$ 18.50	\$ 18.50	Yes
Rubber Glove Holder	1	\$ 11.50	\$ 11.50	Yes
Radio Holder	1	\$ 25.71	\$ 25.71	Yes
Double Magazine Pouch	1	\$ 26.98	\$ 26.98	Yes
Orange Police Vest	1	\$ 25.95	\$ 25.95	Yes

Plain Fitted Black Cap	1	\$ 9.58	\$ 9.58	
Safety Goggles	1	\$ 3.75	\$ 3.75	
Range Goggles	1	\$ 6.75	\$ 6.75	
Ear Mufflers	1	\$ 13.95	\$ 13.95	
Mouth Guard	1	\$ 5.00	\$ 5.00	
Mouth Guard Case	1	\$ 5.00	\$ 5.00	
Redman Helmet	1	\$ 42.75	\$ 42.75	
Dress Hat	1	\$ 55.00	\$ 55.00	Yes
Dress Blouse	1	\$ 311.95	\$ 311.95	Yes
Dress Wool Pants	1	\$ 121.95	\$ 121.95	
Uniform Item / Description	Quantity	Price**	Total Price	Return Item
Black Long Shirt(excluding patches)**	1	\$ 71.75	\$ 71.75	
Black Long Pants	1	\$ 75.50	\$ 75.50	
Name Patch	1	\$ 5.00	\$ 5.00	
Dress Shoes	1	\$ 57.69	\$ 57.69	
Chicago Uniform Company Total			\$ 2,726.84	

Equipment Item / Description	Quantity	Price*	Total Price	Return Item
Body Armor Vest	1	\$ 700.00	\$ 700.00	
Ammunition-Rounds		\$ 450.00	\$ 450.00	Yes
Total			\$850.00	

*(All UCPD patches must be returned from designated items.)

** (All prices are subject to change based on vendor list price.)

APPENDIX D PAY CHECK DEDUCTION AGREEMENT

Instructions: This form is to be completed at the time the pay check deduction is made.

I, _____, authorize The University of Chicago to deduct from my wages and/or my final compensation the amount of \$_____ per the Reimbursement Agreement for Hiring and Training Expenses I completed prior to my employment at The University of Chicago.

Print Employee Name

Date

Employee Signature

APPENDIX E RETIREMENT INCOME PLAN FOR EMPLOYEES (ERIP) SUMMARY PLAN DOCUMENT

http://humanresources.uchicago.edu/benefits/retirefinancial/retireplans/ERIP3_PostJuly1_FINAL.pdf

APPENDIX F EXTENSION AGREEMENT

Although the previous Agreement expired on January 31, 2018, the term of the current Agreement begins on May 1, 2018 because the University and the Union entered into an extension agreement on January 2, 2018 extending the expiration date of the previous Agreement to April 30, 2018.

Memorandum of Agreement

Between

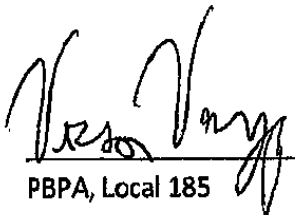
UNIVERSITY OF CHICAGO

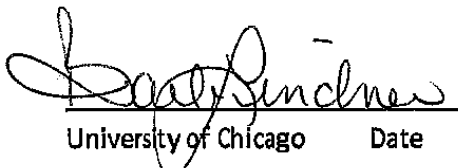
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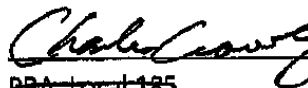
Police Benevolent & Protective Association of Illinois, Local 185

Collective Bargaining Agreement Extension

The University of Chicago and Police Benevolent & Protective Association of Illinois, Local 185 ("Union") agree to extend the current Collective Bargaining Agreement (whose original term extended from March 16, 2013 through January 31, 2018) through April 30, 2018. All terms and conditions contained in the Collective Bargaining Agreement between the University and the Union will remain in full force and effect until expiration of this Extension, or until ratification of a new collective bargaining agreement, whichever comes first.


PBPA, Local 185 1-2-2018
Victor Vazquez Date


University of Chicago 1-2-2018
Barb Lindner Date


PBA, Local 185 12/29/17
Charles Crowley Date
PBLC Staff Attorney

APPENDIX G LONGEVITY INCREASES

Chart for longevity increases of officers hired between DATE and DATE


The University of Chicago Police Department					
SENIORITY RANK	EMPLOYEE NAME	SENIORITY DATE	NEXT OR MOST RECENT	2nd NEXT	3rd NEXT
			LONGEVITY INCREASE DATE Increases every 3 years	LONGEVITY INCREASE DATE Increases every 3 years	LONGEVITY INCREASE DATE Increases every 3 years
1	Bowers, Joseph	10/26/1987	10/26/2017	10/26/2020	10/26/2023
2	McClinton, Marcus	5/9/1988	5/9/2016	5/9/2019	5/9/2022
3	Cotter, Stephen	12/5/1988	12/5/2016	12/5/2019	12/5/2022
4	Reynolds, Wayne	9/10/1998	9/10/2016	9/10/2019	9/10/2022
5	Jones, Janice	1/31/2000	1/31/2018	1/31/2021	1/31/2024
6	Robinson, Byron	10/15/2001	10/15/2016	10/15/2019	10/15/2022
7	Cochran, Anthony P.	10/15/2001	10/15/2016	10/15/2019	10/15/2022
8	Smith, Jerome B.	10/15/2001	10/15/2016	10/15/2019	10/15/2022
9	Dameron, Gordon	1/23/2006	1/23/2018	1/23/2021	1/23/2024
10	Williams, Christopher	1/23/2006	1/23/2018	1/23/2021	1/23/2024
11	Wiley, Eric R.	1/2/2007	1/2/2016	1/2/2019	1/2/2022
12	Delacruz, Antonio	1/2/2007	1/2/2016	1/2/2019	1/2/2022
13	Torres, Larry J.	1/2/2007	1/2/2016	1/2/2019	1/2/2022
14	Cook, Cecil	1/2/2007	1/2/2016	1/2/2019	1/2/2022
15	Lee, Felicia	1/2/2007	1/2/2016	1/2/2019	1/2/2022
16	Royland, Louis A.	2/4/2008	2/4/2016	2/4/2019	2/4/2022
17	Mccarty, Wendell	8/4/2008	8/4/2016	8/4/2019	8/4/2022
18	Vazquez, Victor J.	8/4/2008	8/4/2016	8/4/2019	8/4/2022
19	Giddings, Brian	8/28/2009	8/28/2017	8/28/2020	8/28/2023
20	Grays, Eric L.	8/28/2009	8/28/2017	8/28/2020	8/28/2023
21	Cappelluti, Salvatore	9/21/2009	9/21/2017	9/21/2020	9/21/2023
22	Evans, Earl	12/6/2010	12/6/2016	12/6/2019	12/6/2022
23	Styracula, Michael	12/27/2010	12/27/2016	12/27/2019	12/27/2022
24	Parker, Wynton	12/30/2011	12/30/2017	12/30/2020	12/30/2023
25	Arreola, Jaime	4/30/2012	4/30/2018	4/30/2021	4/30/2024
27	Augustyn, Joseph	8/27/2012	8/27/2018	8/27/2021	8/27/2024
28	Donner, Alexander	8/27/2012	8/27/2018	8/27/2021	8/27/2024
29	Walton, Lawrence	1/2/2013	1/2/2019	1/2/2022	1/2/2025
30	Carter, Rene R.	4/29/2013	4/29/2019	4/29/2022	4/29/2025
31	Domer (Haberkost), Rachel J.	4/29/2013	4/29/2019	4/29/2022	4/29/2025
32	Garcia (Rios), Danielle A.	4/29/2013	4/29/2019	4/29/2022	4/29/2025
33	Thadison, Jerone W.	4/29/2013	4/29/2019	4/29/2022	4/29/2025
34	Jones, Jeremy P.	4/29/2013	4/29/2019	4/29/2022	4/29/2025

* Birthdates will be utilized for Officers hired on the same date to determine seniority.

LETTER OF UNDERSTANDING - WELLNESS INCENTIVE

In an effort to aid Officers in maintaining an appropriate level of physical fitness and a healthy lifestyle, the University will offer a lump sum payment of \$500.00, less applicable payroll deductions, payable in the first full pay period in November of each calendar year, to Officers who participate and complete the Illinois Law Enforcement Training and Standards Board Peace Officer Wellness Evaluation Report ("POWER") test. Officers who complete the test, which is normally given between January 1st and October 1st, will be required to submit proof of completion no later than October 15th of each calendar year.

Officer participation in the POWER test is voluntary and participation will occur during an Officer's off-duty hours and without compensation. No Officer will suffer any adverse action or retaliation due to their test results or for choosing not to participate in the test.


Barb Lindner Date


Vic Vasquez Date

LETTER OF UNDERSTANDING - PERMANENT PO5 OFFICERS

The following Officers who were designated as “permanent PO5 Officers” will continue to be paid at their current rate of pay. However, their classification will be changed to PO3. These Officers will be eligible for annual increases and any applicable longevity increases.

The permanent PO5 Officers are as follows:

DeLaCruz, Antonio

Cook, Cecil

Williams, Christopher

Dameron, Gordon

Royland, Louis

Vazquez, Victor

INDEX

		HOLIDAYS NOT WORKED	19
		HOLIDAYS WORKED	20
		HOURS OF WORK	14
A		I	
ACCESS TO UNIVERSITY EQUIPMENT	11	IDENTIFICATION CARDS	29
ANNUAL SICK LEAVE ACCRUALS	23	INDEMNIFICATION	9
ANNUAL SQUADRON WORK SCHEDULES	14	INDIVIDUAL OFFICER WORK ASSIGNMENTS	15
APPENDIX F – EXTENSION AGREEMENT	43	INITIAL EVALUATION PERIOD	13
APPENDIX G – LONGEVITY INCREASES	44	ITEMIZED LIST OF UNIFORMS AND EQUIPMENT WITH ESTIMATED COSTS	39
AUTHORIZED UNIVERSITY HOLIDAYS	19	J	
		JOB CLASSIFICATION SCHEDULE AND MINIMUM RATES OF PAY	18
B		L	
BEREAVEMENT LEAVE	22	LABOR-MANAGEMENT CONFERENCES	29
BONUS	19	LAYOFF	13
BULLETIN BOARDS	30	LEAVES OF ABSENCE	23
		LINE OF DUTY PAY	25
C		LONGEVITY INCREASE	18
CALL BACK PAY	16	M	
CARRY OVER OF VACATION	21	MANAGEMENT’S RIGHTS	9
CHECK-OFF AND FAIR SHARE	9	MEDICAL AND REHABILITATION EXPENSES	25
COMPENSATION FOR HOLIDAYS	19	MILITARY LEAVE	23
CONSEQUENCES OF TESTING POSITIVE, REFUSING TO BE TESTED, DELAY IN BEING TESTED OR TAMPERING WITH TESTS	33	MILITARY RESERVE TRAINING	23
		MISCELLANEOUS	29
D		MODIFIED DUTY	26
DISABILITY	26	MUTUAL ASSIGNMENT CHANGES	15
DISCIPLINARY GRIEVANCES	18	N	
DISCIPLINARY INVESTIGATIONS	27	NEW JOB CLASSIFICATION(S)	13, 19
DRUG AND ALCOHOL POLICY	30	NO EXTENSION OF VACATION	22
DURATION	34	NO STRIKE – NO LOCKOUT	10
		NONDISCRIMINATION	33
E		NON-PRESCRIPTION DRUGS	30
EFFECTUATING REDUCTION IN FORCE	13	O	
ELIGIBILITY REQUIREMENTS	20	OFFICER RESPONSIBILITY TO PROVIDE ACCURATE INFORMATION	29
ENUMERATION	9	OFFICERS WHO TERMINATE WITHIN THIRTY SIX MONTHS	13
		OTHER AGREEMENTS	29
F		OVERTIME DEFINITION AND PAYMENTS	15
FULL-TIME POLICE OFFICER HIRING FROM PART-TIME POLICE OFFICER STATUS	29	OVERTIME SCHEDULING	15
		P	
G		P2 POLICE OFFICERS (NON-CERTIFIED)	12
GENERAL INCREASES	18	PAID SICK LEAVE USE	24
GRIEVANCE DEFINED	16	PAY CHECK DEDUCTION AGREEMENT	41
GRIEVANCE DISCUSSIONS	16	PAY PERIOD	19
GRIEVANCE PROCEDURE	16, 17		
GRIEVANCE REQUIREMENTS	16		
GRIEVANCE SUBMISSIONS	16		
GROUP HEALTH INSURANCE	27		
H			
HOLIDAYS	19		
HOLIDAYS DURING VACATION	20		

PAYMENT FOR COURT TIME	16
PERMANENT PO5 OFFICERS	46
PERSONAL HOLIDAYS	20
PERSONAL LEAVE OF ABSENCE	23
POLICE OFFICER CLASSIFICATIONS	12
POLICE OFFICER RESPONSIBILITY	15
POSTING OF SCHEDULES AND INDIVIDUAL OFFICER ASSIGNMENTS	14
PRE-EMPLOYMENT SCREENING	31
PRESCRIPTION DRUGS	30
PROHIBITION	31

R

REIMBURSEMENT AGREEMENT FOR HIRING AND TRAINING EXPENSES	37
RELEASE TIME FOR BARGAINING	11
RESCHEDULING/CANCELING VACATION	22
RETIREMENT PLAN	27
RETIREMENT PLAN PARTICIPATION	27
RETURN TO WORK	25
RIGHTS OF OFFICERS UNDER INVESTIGATION / PROVIDNG WITNESS TESTIMONIES	27

S

SELECTION OF OFFICERS FOR DRUG AND/OR ALCOHOL TESTING	32
SENIORITY	11
SEPARABILITY AND SAVINGS	33
SHIFT DIFFERENTIAL	19
SHORT TERM DISABILITY PROVISIONS	26
SICK LEAVE PAY OUT ON RETIREMENT	24
SICK LEAVE USE WHILE RECEIVING WORKERS COMPENSATION	24
SICK LEAVE WITH PAY	23
SIGNATURE PAGE	35
SQUADRON ASSIGNMENTS	14
STEWARDS COMMITTEE	10
SUBCONTRACTING	10

T

TERM OF AGREEMENT DURING NEGOTIATIONS	34
TERM OF THE AGREEMENT	34
TERMINATION OF SENIORITY	12
TEST PROCEDURES	32
TESTING	30
TUITION REIMBURSEMENT PROGRAM	29

U

UNIFORMS	29
UNION ACTIVITY	11
UNION REPRESENTATION	10
UNION REPRESENTATIVE VISITATION	11
UNION SECURITY	8
USE OF DRUGS AND ALCOHOL	30
USE OF VACATION OR PERSONAL HOLIDAYS FOR ILLNESSES	24

V

VACATION	21
VACATION ACCRUALS	21
VACATION ELIGIBILITY	21
VACATION ON TERMINATION	22
VACATION PAY	22
VACATION SCHEDULING	21
VOLUNTARY TREATMENT AND COUNSELING	32

W

WAGE RATE PROGRESSION	18
WAGES	18
WAGES – MINIMUM RATES	36
WELLNESS INCENTIVE	45
WORK INCURRED INJURY LEAVE	25
WORK PERIOD / SCHEDULE, AND WORK DAY	14
WORKERS COMPENSATION PAYMENTS	25
WORKWEEK	14