

AGREEMENT

**between
the**

**ILLINOIS TROOPERS LODGE
Lieutenants and Captains**

and

ILLINOIS STATE POLICE

Contents

TABLE OF CONTENTS	2
AGREEMENT	7
ARTICLE 1	
General Purpose	8
ARTICLE 2	
Recognition	9
1. The Appropriate Bargaining Unit	9
2. New Positions or Classification	9
3. Bargaining Unit Integrity	9
4. Reorganization of Unit	10
5. Exclusive Bargaining Relationship	10
ARTICLE 3	
Non-Discrimination	11
1. Prohibition Against Discrimination	11
2. Equal Employment	11
3. Political Activity	11
4. Leaves of Absence	11
5. Use of Masculine Pronoun	11
ARTICLE 4	
Management Rights	12
ARTICLE 5	
No Strike	14
1. No Strike Promise	14
2. Lieutenants and Captains	14
Action	
3. Lieutenants and Captains Representative	14
Discipline	
4. Officer Discipline	14
ARTICLE 6	
Dues Deduction and Fair Share Payments	15
1. Dues Deduction	15
2. Revocation	15
3. Fair Share Payment	15
4. Fair Share Obligation	16
5. Liability	18
ARTICLE 7	
Officer's Bill of Rights	19
1. Internal Investigations	19

2. Interrogations 19
3. Polygraph 22
4. Dissemination of Information to the News Media 22
5. Disclosure 22
6. Compulsion of Testimony 22
7. Drug, Alcohol and Similar Testing 23
8. Random Drug Testing 23
9. Psychiatric or Psychological Evaluations 23
10. Exercise of Rights 24
11. Criminal Investigations 24

ARTICLE 8

Grievance and Arbitration Procedure 25
1. Procedure 25
2. Cases Involving Merit Board 28
3. Cases Involving Summary and Intermediate Punishment 28
4. Expedited Arbitration 28

ARTICLE 9

Labor Management Conference 30

ARTICLE 10

Maintenance of Benefits 31

ARTICLE 11

Reductions in Force 32

ARTICLE 12

Officer Security 34
1. Disciplinary Standard 34
2. Inspection of Files 34
3. Use of File Material 34
4. Retention of Files 35

ARTICLE 13

Indemnification 36

ARTICLE 14

Bulletin Boards 37

ARTICLE 15

General Provisions 38
1. Access and Use of Department Facilities 38
2. Notice of Personnel Transactions 38
3. Repair/Replacement of Officer's Personal Property 38

ARTICLE 16

Lodge Representatives 39
1. Attendance at Lodge Meetings 39

2. Grievance Processing 39
3. Conventions and Conferences 39
4. Lodge Negotiating Team 39
5. Command Council 40

ARTICLE 17

Safety Issues 41
1. Unsafe Conditions 41
2. Safety Committee 41
3. Training 41

ARTICLE 18

Seniority 42
1. Definition 42
2. Interruption of Seniority 42
3. Termination of Seniority 42
4. Seniority List 42

ARTICLE 19

Leaves of Absence 44
1. Unpaid Leaves 44
2. Military Leaves 44
3. Jury Duty 44
4. Bereavement Leave 45
5. Family and Medical Leave 45

ARTICLE 20

Wages 46
1. Salary Differential 46
2. Command Pay 46
3. Off-Duty Command Response Pay 46
4. Comp Time (Lieutenants) 46
5. Command Time 47

ARTICLE 21

Supervisory Hireback 48
1. Supervisory Hireback 48
2. Distribution of Hireback Overtime 49

ARTICLE 22

Working Out of Classification 51
1. Right of Temporary Assignment 51
2. Pay for Temporary Assignments 51
3. Successive Assignments 51

ARTICLE 23

Issued Clothing and Equipment 52
1. Provision 52
2. Maintenance Allowance 52

ARTICLE 24
Vacations 54
 1. Accumulation Rate 54
 2. Scheduling 55
 3. Vacation Cancellation 55
 4. Vacation Call-Back 55
 5. Maximum Accrual 56

ARTICLE 25
Personal Time-Off 57

ARTICLE 26
Insurance 58

ARTICLE 27
Pension Benefits 59

ARTICLE 28
Holidays 60
 1. Holidays 60
 2. Scheduled Day Off 60
 3. Work on Holidays 61

ARTICLE 29
Hours of Work 62
 1. Definitions 62
 2. Consecutive Hours of Work 62

ARTICLE 30
Sick Leave 63

ARTICLE 31
Quantitative Standards 64

ARTICLE 32
Secondary Employment 65

ARTICLE 33
Travel Time 66

ARTICLE 34
Limited Duty 67

ARTICLE 35
Savings Clause 68

ARTICLE 36
Duration 69
 1. Term of Agreement 69

2. Notice of Intent to Terminate or Modify 69

ARTICLE 37

Transfer Requests 70

1. Voluntary Transfers 70

2. Involuntary Transfers 70

ARTICLE 38

PFIT 71

ARTICLE 39

Scheduling 72

1. Early and Late Shift Starts and Emergency Call Outs 72

2. Split Shifts 72

3. Daylight Savings Time 72

4. Promotional Exams and Assessments 72

SIGNED AGREEMENT PAGE 73

APPENDIX A 74

SALARY SCHEDULES 75

LIEUTENANTS AND CAPTAINS

AGREEMENT

This Agreement has been made and entered into by and between the Illinois State Police (hereinafter, "the Department") and Lieutenants and Captains on behalf of itself and the officers in the collective bargaining unit herein below described, signed May 7, 2008 for the contract period May 7, 2008 thru June 30, 2012.

ARTICLE 1

General Purpose

It is the purpose of this Agreement and it is the intent of the Parties to establish and promote mutual harmonious understanding and relationships between the Department and the Lodge; to promote Departmental efficiency and effectiveness; to provide the Lieutenants and Captains certain working conditions, rates of pay and other terms and conditions of employment by mutual agreement; and to provide for the peaceful and orderly adjustment of differences.

The Lodge recognizes that the primary purpose and responsibility of the Department is the safety and protection of the citizens of the State of Illinois and all personnel therein.

ARTICLE 2

Recognition

1. The Appropriate Bargaining Unit

The Department does hereby recognize the Lodge as the sole and exclusive bargaining representative for the purpose of collective bargaining in any and all matters relating to wages, hours and other terms and conditions of employment of all peace officers employed by the Illinois State Police in the rank of Lieutenants and Captains in the bargaining unit as certified by the Illinois State Labor Relations Board, a copy of that certification being set forth in Appendix A, attached hereto and made a part hereof. Bargaining unit members may be referred to as “officers”, “employees”, or by their rank.

2. New Positions or Classification

Should the Department create new positions, ranks or classifications (hereinafter "position"), it shall notify the Lodge office in writing providing the position named, duties and proposed wage rate for the position. In the event the creation of a new position, rank or classification would result in a disagreement between the Department and the Lodge concerning bargaining unit inclusion or exclusion of the position, rank or classification, the matter shall be resolved in accordance with the Illinois Public Labor Relations Act. If the new position, rank or classification is by agreement or appropriate order included into the bargaining unit and if the affected positions, rank or classifications constitute more than one percent (1%) of the bargaining unit, the parties shall bargain collectively for the purpose of determining a rate of pay for employees in the new positions, ranks or classifications unless the job is established under emergency conditions. In such case, bargaining shall commence after the rate is established. Pending agreement, the rate to be paid shall be set by the Department. Nothing in this section changes the bargaining obligations under the Act. Neither party may refer any dispute concerning these issues to interest arbitration prior to the expiration of the collective bargaining agreement in whose term the new positions, ranks or classifications were created.

3. Bargaining Unit Integrity

The Department recognizes the integrity of the bargaining unit, and it will not take any action directed at eroding it. The Department will not request any bargaining unit member to perform any act which would constitute a violation of this agreement.

4. Reorganization of Unit

In the event an officer is to be reclassified due to reorganization, the affected officer shall be placed in an open position within the district or zone in which he resides. If a position is not available within that district or zone, the officer will be placed in an open position in another district as close to his home as possible. An officer returning to a district or zone position shall be placed in an open position in the district or zone.

5. Exclusive Bargaining Relationship

The Department agrees not to collectively bargain or negotiate terms of conditions of employment of bargaining unit members with any other organization, group or persons so long as the Lodge remains the exclusive collective bargaining representative of the officers.

ARTICLE 3

Non-Discrimination

1. Prohibition Against Discrimination

The Department and the Lodge agree not to discriminate against any employee on the basis of race, sex, creed, religion, color, marital status, age, national origin, mental or physical handicap or disability. Department shall not discriminate against an employee as a result of activities in support of or on behalf of the Lieutenants and Captains or membership in the Lodge.

Officers shall not be transferred, assigned or reassigned or have their duties changed for reasons prohibited by this Section.

2. Equal Employment

The Lodge recognizes the Department's obligation to comply with federal and state equal employment laws.

3. Political Activity

The Department shall not prohibit an officer from or discriminate against him for engaging in political activities, campaigning while off duty or expressing political beliefs, provided the officer does not:

- A. wear a uniform or any part thereof which would identify the individual as an officer or use property of the Department;
- B. display or otherwise lead others to believe he is carrying a gun or a star;
- C. hold himself out as a police officer.

4. Leaves of Absence

An officer who runs for political office shall not be required to take a leave of absence. An officer who attains political office shall not be required to take a leave of absence unless the Director determines with good cause that the holding of such office interferes with or is incompatible with the performance of duties of his position. Officers running for office shall notify the Department prior to engaging in such activity.

5. Use of Masculine Pronoun

The use of the masculine pronoun in this or any other document between the parties is understood to be for clerical convenience only and it is further understood that the masculine pronoun or adjective shall be construed to include the feminine unless otherwise specified.

ARTICLE 4

Management Rights

1. The Lodge acknowledges that it has been afforded a full opportunity to make proposals and to negotiate with the Department with respect to any matter not removed from the area of collective bargaining by law. The complete understandings arrived at by the parties after such opportunities have been afforded are set forth in this Agreement.

The Department has, and continues to retain, all powers, rights, duties and responsibilities traditionally recognized as belonging thereto and vested in it by the laws and the Constitution of the State of Illinois in each and every respect, except as limited by the express and specific terms of this Agreement. These matters which are reserved to the sole discretion of the Department include, but are not limited to, the following:

- A. to determine the organization and operations of the Department;
- B. to determine and change the purpose, size, composition and function of the work force and of each of the Department's constituent departments, and subdivisions and the work to be performed thereby;
- C. to set standards for the services to be offered the public;
- D. to direct the officers, including the right to assign work and overtime;
- E. to hire, examine, evaluate, classify, investigate the conduct and performance of, select, promote, reinstate, restore to positions, train, transfer, assign and schedule officers;
- F. to increase, reduce or change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds or other proper reasons;
- G. to eliminate, contract out, relocate, or transfer work of the Department;
- H. to establish work schedules and to determine the starting and quitting time and the number of hours to be worked;
- I. to establish, modify, combine, abolish and determine the work content and functions of all job positions and classifications;
- J. to determine methods of operation, equipment or facilities;
- K. to determine the locations, methods, means and personnel by which operations are to be conducted, including the right to determine whether services are to be provided or purchased;

- L. to establish, implement and maintain an effective internal control program;
 - M. to suspend, demote, discharge or take other disciplinary action against officers for just cause;
 - N. to establish and amend policies, procedures, rules and regulations relating to the operations of the department and the job duties, conduct and activities of its employees and their terms of employment except as otherwise expressly provided or restricted herein. A copy of any modification, deletion or addition to the foregoing, which relate to terms or conditions of employment, will be submitted to the Lodge office for examination not less than thirty (30) days prior to their release and issuance or effective date, whichever occurs sooner, where practicable. Any final rule or policy issued by the Department shall be sent to the Lodge office prior to implementation for informational purposes.
2. The exercise of such powers and the use of judgment on matters which by law are vested exclusively in the discretion of the Department, are limited by the terms of this Agreement only to the extent such limitations are permitted by the Constitution and laws of the State of Illinois.
3. **Accountability of Supervisors**
Supervisors shall serve, represent and execute such policies, procedures and directives as are deemed necessary and proper to carry out the mission of the Department as such policies, procedures and directives may be established. Within the scope of these policies, procedures and directives, supervisors are to prepare, oversee, and monitor the performance of the Department employees, recommend discipline and evaluate performances of subordinates in order to make such recommendations to the Department.

ARTICLE 5

No Strike

1. No Strike Promise

Neither the Lieutenants and Captains nor any officer will call, initiate, authorize, participate in, sanction, encourage, or ratify any strike, work stoppage or other concerted refusal to perform duties by any officer or officers or the concerted interference with, in whole or in part, the full faithful and proper performance of duties of employment with the Department during the term of this Agreement. Neither the Lieutenants and Captains nor any officer shall refuse to cross any picket line by whomever established.

2. Lieutenants and Captains Action

In the event that any action prohibited by this Article occurs, the Lieutenants and Captains shall immediately upon notice by the Department disavow such action and order all officers to cease such action and return to work and take such other steps as are reasonable and appropriate to bring about the cessation of the conduct prohibited by Paragraph 1.

3. Lieutenants and Captains Representative Discipline

Upon the failure of the Lieutenants and Captains to comply with the provisions of Paragraph 1 and Paragraph 2 above, any agent or an official of the Lieutenants and Captains, who is an employee covered by this Agreement and who has failed to properly comply, may be subject to the provision of Paragraph 4 below.

4. Officer Discipline

Any officer who violates the provisions of this Article shall be subject to discipline up to and including discharge.

ARTICLE 6

Dues Deduction and Fair Share Payments

1. Dues Deduction

The Department agrees to deduct from the pay of those officers who individually request Lodge membership dues, assessments or fees. Request for any of the above shall be made on a form agreed to by the parties and shall be made within the provisions of the State Salary and Annuity Withholding Act and/or other applicable State statutes and/or procedures established by the Comptroller.

Upon receipt of an appropriate written authorization from an officer, such authorized deductions shall be made in accordance with law and the procedures of the Comptroller and shall be remitted semi-monthly to the Lodge in accordance with the current procedures, and at the address designated in writing to the Comptroller by the Lodge. The Lodge shall advise the Department of any increase in dues or other approved deductions in writing at least thirty (30) days prior to its effective date. Upon ratification of this contract, dues shall be established at thirty five (35) dollars per month (seventeen dollars, fifty cents {\$17.50} per pay period). Effective January 1, 2009 and during the term of this agreement, dues shall be increased by a percentage matching each increase in the basic salary schedule as provided for in Article 20 of this Agreement.

2. Revocation

All officers covered by this Agreement who have signed Lodge dues checkoff cards prior to the effective date of this Agreement or who signed such cards after such date shall only be allowed to cancel such dues deduction within the prescribed procedures of the Comptroller.

3. Fair Share Payment

Pursuant to Section 3(g) of the Illinois Public Labor Relations Act effective July 1, 1984, the parties agree that the Lodge certified proportionate share, which shall not exceed the amount of dues uniformly required of members, shall be deducted from the earnings of the non-member employees as their share of the cost of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment subject to terms and provisions of any such fair share agreement. The amount so deducted shall be remitted semi-monthly to the Lodge.

4. Fair Share Obligation

LIEUTENANTS AND CAPTAINS

Pursuant to Section 3(g) of the Illinois Public Labor Relations Act effective July 1, 1984, the parties agree that if the Lodge has or attains majority Lodge membership, or receives a majority decision by referendum as set forth below, the following shall be applicable:

Officers covered by this Agreement who are not members of the Lodge or do not make application for membership, within fifteen (15) days of eligibility, shall be required to pay, in lieu of dues, their proportionate share of the cost of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment, but not to exceed the amount of dues uniformly required of members. The proportionate share payment, as certified by the Lodge pursuant to Section 6(e) of the Illinois Public Labor Relations Act, shall be deducted by the Comptroller from the earnings of the non-member officers and shall be remitted semi-monthly to the Lodge. Majority status shall be verified by the Comptroller's Office or by mutually agreeable means through the calculation of employees making dues deductions as of January 1, 1988, or any time thereafter. If such certification by the Comptroller's Office or other mutually agreeable means shows a majority status of bargaining unit employees being Lodge members, the proportionate share provision shall be implemented during the pay period following such certification.

Where the Lodge has fair share via majority Lodge membership, if the Department has reason to believe that the Lodge no longer has such majority membership status, it may request membership certification from the Comptroller. The parties shall meet within ten (10) days of such certification, to verify the majority status or lack thereof.

If less than a majority status is verified, the Lodge will be given thirty (30) days, which may be extended by mutual agreement, in which to secure the needed additional membership to secure majority status.

Should the Lodge fail to secure a majority within the above thirty (30) days or agreed extensions thereof, fair share deductions shall cease.

Should any officer be unable to pay their contribution to the Lodge based upon bona fide religious tenets or teachings of a church or religious body of which such officer is a member, such amount equal to their fair share shall be paid to a non-religious charitable organization mutually agreed upon by the officer affected and the Lodge. If the Lodge and officer are unable to agree on the matter, such payment shall be made to a charitable organization from an approved list of charitable organizations established by the Illinois State Labor Relations Board. The officer shall, on a

monthly basis, furnish a written receipt to the Lodge that such payment has been made.

Where the Lodge does not have a majority of officers as being Lodge members, the Lodge may request a referendum of Lodge members to determine whether or not the proportionate share provision shall apply to non-Lodge members. The referendum will be conducted within sixty (60) days of the Lodge's request by the American Arbitration Association. Such election shall be conducted by secret mail ballot and any cost associated with the process shall be assumed by the Lodge. If it is determined by the normal and standardized ballot and election procedures established by the AAA that a majority of valid votes cast favor the proportionate share provision, such provision shall be implemented in the pay period following the certification of election results. Such proportionate share provision shall remain in effect for the duration of the Agreement. If the majority of valid votes cast do not favor the proportionate share provision, such provisions shall not be implemented and the Lodge is precluded from requesting another election within one year of the certification of election results. The question on the ballot shall be "Shall the officers in this Lodge who are not members of the exclusive bargaining agent, FOP, pay a proportionate share of the cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and conditions of employment?".

For purposes of determining majority membership, or eligibility to vote in an election, the count or voter list will be based on those officers on the payroll in the most recent pay period.

The parties shall request the Comptroller to provide to the Lodge a monthly computer tape for the bargaining unit listing each officer and the amount deducted for dues or fair share fees.

Subject to the foregoing, the Department shall, with respect to any officer in whose behalf the Department has not received a written authorization as provided for above, deduct from the wages of the officer, the fair share financial obligation, including any retroactive amount due and owing, provided the Lodge has certified to the Department that the affected officer has been given a reasonable opportunity to prepare and submit any objections to the payment and has been afforded an opportunity to have said objections adjudicated before an impartial arbitrator for the purpose of determining and resolving any objections the officer may have to the fair share fees.

5. Liability

LIEUTENANTS AND CAPTAINS

The Lodge agrees to indemnify, defend and hold harmless the Department for any and all claims, demands, suits or liabilities arising from its good faith efforts to comply with any of the terms of this Article or the deduction, collection and payment of funds hereunder.

ARTICLE 7

Officers' Bill of Rights

Whenever a Lieutenant or Captain is the subject of an administrative investigation which could result in discipline, the investigation shall be conducted in accordance with the following:

1. Internal Investigations

- A. Internal investigations will be conducted by the Department only upon the filing of a file initiation report (form 4-1). If the investigation is based upon a signed complaint, a copy of the signed complaint will be attached to the file initiation report, except for information the release of which is prohibited by law.
- B. The Department may make an initial (fact finding) inquiry of an officer or officers, through the request of a fact-finding memorandum, in order to determine if an internal investigation is required. The officer or officers must respond to the inquiry.
- C. No internal investigation will be conducted and no discipline may be issued unless a file initiation report has been completed.
- D. A copy of the file initiation report and any signed complaint will be provided to the officer who is the subject of the complaint prior to the officer's administrative interrogation in addition to and upon being presented with the other information provided to the officer in accordance with Paragraph 2 below.

2. Interrogations

- A. The interrogation of an officer shall be scheduled at a reasonable time, preferably while the officer is on duty, or if feasible, during daylight hours.

- (1) Anytime that an officer is requested to respond to a non-criminal inquiry, any facts the officer furnishes as a result of being compelled to respond to an official department inquiry shall not be used against the officer in whole, in part, or in total, as evidence supporting a sworn affidavit without independent corroboration of the facts contained therein.

This shall not apply to intentional misrepresentation or omission of the facts, or admissions of criminal conduct.

In the event that the Department is relying on independent corroborative evidence in lieu of a sworn affidavit, the type of corroborative evidence must be identified on the Complaint against Department Member form (ISP 3-23).

LIEUTENANTS AND CAPTAINS

Furthermore, the document (ISP 3-23) must be signed by a sworn officer who is accountable to the Rules of Conduct. The types of evidence the Department must review and may rely upon will be dependent upon the type of case, but may include arrest and case reports, medical records, statement of witnesses and complainants, video and audio tapes, and photographs. The list is illustrative only and is not to be considered exclusive or exhaustive.

- (2) No officer will be required to participate in an Administrative Interview to answer any allegation of misconduct unless it is supported by an affidavit, except as specified in sub-section I, J, or K, of this section, or a properly prepared form ISP 3-23 as described in sub-section 1. In the event that no affidavit is received within a reasonable time, the investigation will be terminated and the case closed.
 - (3) Nothing in section 2 of this Article shall prohibit the Lodge from enforcing the rights afforded to it under Article 8 of this agreement.
- B. The interrogation, depending upon the allegation, will normally take place at a Department facility, or other convenient appropriate location.
- C. Prior to the interrogation, and not less than twenty-four (24) hours when practicable, the officer who will be interrogated will be informed in writing of:
- (1) the identity of the officer conducting the interrogation;
 - (2) the identity of all persons present during the interrogation;
 - (3) the nature of the complaint and pertinent facts alleged;
 - (4) the names of the complainants known at the time of the interrogation;
 - (5) his statutory administrative proceedings rights if the allegation under investigation indicates that a recommendation for a discharge, demotion, or a suspension, in excess of summary punishment is probable against that officer.
- D. The length of the interrogation will be reasonable, with interruptions permitted for personal necessities, meals, telephone calls and rest.
- E. The officer who is interrogated will be provided, without unnecessary delay, with a copy of any written statements or recordings he has made. If the Department makes a written

LIEUTENANTS AND CAPTAINS

transcript of any recording, a copy will also be provided to the officer without unnecessary delay.

- F. The officer under interrogation shall have the right to counsel present at the interrogation or to have a member of the Lodge present during the interrogation. The Lodge representative shall not be involved in the incident and must be authorized to act on behalf of the Lodge.
- G. No anonymous complaint shall be the sole basis for taking disciplinary action against an officer.
- H. Disciplinary action shall be taken, or the result of the investigation shall be disclosed in writing to the officer as soon as practical following the completion of the investigation. The investigation shall be completed and final Departmental action taken or filed with the Merit Board within 180 days of the Department's receipt of a complaint which meets one of the following requirements:
 - I. A written complaint from a person outside the Department supported by a sworn affidavit.
 - J. A written complaint filed and signed by a Department member, whether or not supported by a sworn affidavit.
 - K. A Complaint Against Department Member form (form ISP3-23) signed by a sworn command officer in which the Department is relying on independent corroborative evidence in lieu of a sworn affidavit from a citizen, in which case the type of independent corroborative evidence must be identified. A complaint of criminal conduct may be investigated whether or not supported by a sworn affidavit, in which case the 180 days will commence upon the filing of the file initiation sheet. For the purposes of this section, notice to an EEO officer shall not constitute notice to the Department. Additionally, notice to a peer support advisor of policy violations, other than violations of law, shall not constitute notice to the Department. The Director may in his sole discretion make exceptions to the one hundred (180) day limit, but extensions should be granted only in those cases in which extenuating circumstances exist. Upon the Director's extension, the officer who is the subject of the investigation shall receive notice of the extension except when the Department determines that such notice could jeopardize the investigation.

3. Polygraph

When a polygraph exam, voice stress indicator or similar device is deemed necessary, the complainant must be requested to take and pass such exam before the accused officer can be requested to do so.

LIEUTENANTS AND CAPTAINS

- A. If the complainant refuses to take a polygraph exam, the accused officer will not be required or requested to take a polygraph examination. If the complainant takes the polygraph exam and the results indicate truthful answers, the accused officer may be requested to take a polygraph exam covering those issues wherein the examiner determines that the complainant is truthful.
- B. When the polygraph is used, the accused officer shall be advised twenty-four (24) hours prior to the administering of the test, in writing, of the substantive nature of the questions.
- C. If the officer under investigation requests or agrees to take a polygraph exam, he may do so. However, the results of such exam will not be admissible in arbitration or administrative proceedings.
- D. In cases where the complainant is unknown or anonymous, an officer in the unit will not be required or requested to take a polygraph exam.
- E. The accused officer will be provided with the results of the polygraph exam.
- F. No disciplinary action will be taken against an officer in the unit who refuses to take such an examination.

4. Dissemination of Information to the News Media

The identity of an accused officer shall not be made available to the news media unless that officer has been charged or indicted for a criminal offense; or until a final decision has been rendered by the Merit Board or other final action by the Department.

5. Disclosure

An accused officer will not be required to disclose information concerning any items of his property, income, assets, source of income, debts, or personal or domestic expenditure, unless such information as reasonably determined by the Department is necessary during the course of an investigation of that officer or when such disclosure is required by law.

6. Compulsion of Testimony

An accused officer shall not be compelled by the Department to speak or testify before, or to be questioned by any non-governmental agency relative to the investigation of that officer.

7. Drug, Alcohol and Similar Testing

No officer shall be required to submit to a blood test, a breathalyzer test or any other test to determine the presence of alcohol in the blood for any

reason, or any test to determine the use of or presence of drugs or other chemical substances, except pursuant to the Department's random drug testing policy, unless the Department has reasonable cause to believe that the officer is then under the influence of alcohol, is a current user of non-prescribed controlled substances or upon proposed changes in personnel status or permanent changes in assignment. A split sample will be provided, if requested, for any blood or urine test. The Department shall develop a reasonable protocol for all such testing, including but not limited to, the specific tests to be conducted, retention and transportation of samples.

Nothing herein shall be construed to restrict the Department's right to insist upon a work force free of controlled substance abusers.

- A. Should an officer become involved in an on duty incident where deadly force as defined in OPS-002 was used, the officer shall submit to a blood test and breathalyzer test or any other test to determine the presence of alcohol or drugs in the blood for any reason, or any test to determine the presence of drugs or other chemical substance.

8. Random Drug Testing

A random drug testing policy for all sworn officers in the Department was developed and implemented. The parties further agree that any proposed substantive changes to the policy or procedure must be negotiated and agreed to prior to implementation.

9. Psychiatric or Psychological Evaluations

No officer shall be required to submit to or be subjected to any psychiatric or psychological evaluation, testing or questioning by psychologists or psychiatrists retained/employed by the Department except upon an assertion by the Department of disability for psychological reasons or upon proposed changes in personnel status or permanent changes in assignment. The order to an officer to submit to such exam must be in writing and set forth the specific reasons for which the test is being ordered. The order to submit to such exam and the results of such exam shall be kept confidential and shall be disclosed only to authorized personnel.

10. Exercise of Rights

An accused officer will not be threatened with transfer, reassigned, have his duties changed, or disciplined, or threatened with any of the foregoing, for disciplinary action or dismissal for exercising any of the rights enumerated above.

11. Criminal Investigations

The provisions of this Article do not apply to criminal investigations, in which the Department acts in its capacity as a law enforcement agency to investigate potential violations of criminal law. In addition to being afforded Miranda Rights as required by law, an officer interviewed as part of a criminal investigation will be informed in writing that:

- A. the interview relates to a criminal investigation; and
- B. the Illinois State Police is acting as a law enforcement agency, and not as the officer's employer and thus no adverse employment action will be taken against the employee for refusing to participate in the interview; and
- C. the officer is free to choose not to participate in the interview and/or leave at any time.

ARTICLE 8

Grievance and Arbitration Procedure

1. Procedure

Any dispute or difference of opinion raised by the Lodge or any employee involving the meaning, interpretation or application of the provisions of this Agreement, except as otherwise provided in Section 2 and Section 3 hereof, shall be processed in accordance with the following procedure, it being mutually agreed that an earnest effort shall be made by the parties, predicated on the exercise of good faith, to settle such difference as expeditiously as possible. Each grievance filed under this Article shall be sent by the Department to the Lodge office.

Should any employee elect to file and process a grievance without the intervention of the Lodge according to his rights as set forth in the Act, the Lodge office shall be informed in writing by the Department that such a grievance has been raised. The Lodge shall also be notified by the Department and afforded the opportunity to be present at any meeting(s) concerning such grievance, and no settlement or adjustment of any grievance shall be inconsistent with the terms of this Agreement. Should the Lodge believe that any such adjustment is inconsistent with the terms of this Agreement the Lodge may file a grievance in accord with this Article.

At the second step, the Lodge may amend or modify the grievance as it was filed in the First Step. Such modified grievances may be returned by the Department to the First Step for further review in the appropriate case, but the time for processing the grievance shall continue to advance.

Time Limits: Any time period set forth herein is to be strictly enforced unless mutually extended in writing. Any failure by the Lodge or an officer to process a grievance within the time limits herein at the various steps shall be deemed a waiver of the grievance, unless good cause is established. Should the Department fail to respond within a time limit set forth at the various steps, it shall be deemed a denial of the grievance, and the Lodge may take the grievance to the next step of the procedure. All "days" expressed in this Article shall mean calendar days unless otherwise stated to the contrary.

First Step: The officer, with or without a Lodge Representative, at his discretion, must present the grievance in writing to his immediate supervisor outside the bargaining unit, within fourteen (14) calendar days of the events giving rise to the grievance or when the officer knew or should have known of the events giving rise thereto. Such written grievance shall set forth the alleged facts upon which the grievance is based, the article(s) alleged to be violated and a statement of the grievant's argument as to why such article(s) is/(are) violated by such alleged facts.

The supervisor shall then attempt to adjust such grievance. Such settlement may not be collaterally attacked in any subsequent grievance. The supervisor shall answer the grievance within fourteen (14) calendar days of its submission.

If the supervisor denies the grievance, in whole or in part, it may be taken to the:

Second Step: Only the Lodge Representative may advance the grievance to the officer's Deputy Director, or his designee. Such action must be taken within ten (10) calendar days of the First Step answer. A meeting will be held within ten (10) days for the purpose of discussing the grievance after it has been referred to the Second Step. After the meeting and within ten (10) days, the Deputy Director will record his disposition and date and sign and serve upon the Lodge same. If the Lodge is not satisfied with the disposition, it may, within ten (10) calendar days of service, take the grievance to the:

Third Step: The Lodge may take the grievance to the Director or his designee and the meeting shall be held by the Director or his designee with Lodge representatives within ten (10) days after receipt of the grievance at a convenient time and place selected by the Department. The purpose of the meeting is to discuss the grievance. After said meeting and within ten (10) days, the Director or his designee shall rule on the grievance in writing.

Arbitration: If the matter remains unadjusted after the Third Step, the Lodge may take the grievance, within ten (10) days of service of the Third Step response, to impartial arbitration, provided it is the type of case on which the arbitrator is authorized to rule, before an arbitrator who shall be appointed by mutual agreement of the parties within ten (10) days from

the date the Lodge has notified the Department in writing that it desires to submit the grievance to arbitration.

By joint agreement, the parties may establish a panel of arbitrators to utilize. In the event the parties are unable to agree on the arbitrator, they shall request the Federal Mediation Conciliation Service (FMCS) to submit the names of seven (7) recognized and qualified arbitrators who are members of the National Academy of Arbitrators. Each party shall have the right to reject one (1) entire panel received from FMCS. The order of alternate striking shall be determined by a coin toss. Such striking shall take place in a meeting of the parties' representatives which shall occur within ten (10) days of the receipt of the list from FMCS. The Lodge shall have the right to strike from this list three (3) names and the Department shall strike from the list three (3) names, and the remaining person shall be designated arbitrator. The designation of the arbitrator shall be accomplished within ten (10) days of the receipt by the Department and the Lodge of the list from the FMCS.

The arbitrator shall hear the matter in controversy and shall take such evidence as he deems necessary. Grievances of a like nature may be consolidated upon agreement of the parties. The proceedings may be transcribed by a court reporter. If only one (1) party requests transcripts, that party shall bear the full cost associated with such transcription and shall be under no obligation to provide copy thereof to the other party. If the other party subsequently utilizes such transcript, it shall assume one-half (1/2) of the cost of such transcription and the arbitrator's copy. Each party shall bear its own costs of arbitration. The arbitrator shall render a written decision within thirty (30) days after the close of the hearing.

The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement or any supplements to this Agreement specifically referred to herein. The arbitrator shall have no authority to grant relief for any period prior to the occurrence of the events giving rise to the filing of the grievance or beyond thirty (30) days after the close of the hearing.

The decision of the arbitrator shall be final and binding on the parties.

Each party shall bear its own costs, but shall share equally the fees and expenses of the arbitration, including the costs of the room. Each party shall be responsible for compensating the person(s) representing each party's case, and its witnesses at the hearing. The parties shall agree upon the time and the place of the arbitration hearing.

Once the grievance is submitted to arbitration, each party shall designate in writing, no later than ten (10) days after the matter is submitted to arbitration, one (1) or more representatives vested with authority to settle the grievance. No other person shall be authorized to bind a party for purposes of settlement.

2. Cases Involving Merit Board

Notwithstanding the foregoing, any action which is subject to the Merit Board's jurisdiction, pursuant to 20 ILCS 2610/13 and 2610/14, shall not be subject to arbitration under Section 1 unless and until the officer involved has petitioned the Merit Board for review of the action and, in those cases where it is permitted to do so, it declines review of the petition. While such a matter is pending before the Merit Board on the petition for review, processing of the grievance shall be suspended.

If the officer involved does not appeal to either the Merit Board or to an arbitration proceeding as provided in this Article, the officer shall be permitted to utilize up to thirty (30) days of accumulated time off which has been accrued as of the date of any suspension period, other than sick time, to satisfy the period of any suspension in lieu of days off without pay, without affecting his seniority dates as defined in Section 1, Article 18.

3. Cases Involving Summary and Intermediate Punishment

Summary Punishment is defined as an Oral or Written Reprimand. Intermediate Punishment is defined as any suspension less than five days and shall be an “administrative (paper) suspension.”

The Department shall allow Intermediate Punishment in situations where a reprimand is determined by the Department to be insufficient, and a five day suspension is not warranted.

When intermediate punishment is issued by the Department, the punishment imposed is not subject to the existing summary punishment appeals process.

4. Expedited Arbitration

The Department and the Lodge shall create an expedited arbitration procedure for the purpose of resolving grievances that require resolution prior to the Department taking an action and that, during the term of this agreement, the parties mutually agree to present to expedited arbitration. The process of selecting and holding an expedited arbitration shall be agreed to by the parties. The arbitrator shall be instructed to issue the

LIEUTENANTS AND CAPTAINS

award prior to the commencement date of the protested employer action.

ARTICLE 9

Labor Management Conference

The Lodge and the Department agree that, in the interest of harmonious officer relations, it is desirable that periodic meetings be held between Lodge representatives and the Department representatives designated by their respective parties. The purpose of such meetings shall be to discuss such matters of common interest as the parties mutually agree are appropriate for discussion.

The Lodge Representatives and Region Commanders shall meet to discuss such matters of common interest as the parties mutually agree are appropriate for discussion. Whenever practicable, the parties shall attempt to meet on a quarterly basis.

ARTICLE 10

Maintenance of Benefits

1. In the event that any economic benefits, except those specifically provided for by this Agreement, established by statute and maintained by the State of Illinois are materially altered, diminished, or eliminated, the Department shall immediately meet with the Lieutenants and Captains for the purpose of negotiating alternative terms of employment relating thereto.

2. The following benefits, established by the Department, shall be maintained during the term of this Agreement, unless the parties reach a contrary agreement:
 - A. Pre-retirement seminars for officers and spouses.
 - B. Established break periods during regular working hours.
 - C. Provision for meals and lodging while traveling overnight away from home for job training or Department business.
 - D. Use of departmental gyms during off-duty hours subject to availability and other reasonable rules governing use.

3. On duty and off duty squad car use may be continued or terminated at the discretion of the Director. The termination of off duty squad car use shall not be subject to the grievance or arbitration procedures outlined in Article 8.

ARTICLE 11

Reductions in Force

The parties recognize that the Department has the right to reduce its forces and to layoff personnel covered by this Agreement for legitimate, non-discriminatory reasons.

During the period of a layoff, the Department shall not contract out or hire persons to perform the duties of bargaining unit personnel.

In the event that a layoff occurs because of a lack of funds or lack of work, the Department retains the option to contract out, eliminate, relocate or transfer work normally performed by bargaining unit personnel except for the duties of peace officer.

In the event that the Department contracts out, eliminates, relocates or transfers work normally performed by bargaining unit personnel for reasons other than stated above, the affected officer shall be assigned to other duties in the district or zone in which the officer works or in such other district or zone as close to his home as practicable.

In the event that it becomes necessary to reduce officer forces, the methods established by the Department by which such persons are selected for layoff and/or displaced to other positions, shall not be arbitrary or capricious.

In the event of a layoff, the Department shall give the Lodge thirty (30) days prior notice thereof, except for emergencies and other circumstances beyond the Department's control, and shall meet and confer in good faith with Lodge representatives for the purpose of reaching an agreement concerning the method by which officers shall be selected for layoff and recall. Any such agreement shall give priority consideration to the seniority of all sworn personnel but seniority shall not be the exclusive test in determining layoff and recall procedures. Any such agreement shall also give substantial consideration to the expected duration of the impending layoff, bona fide requirements of specialized skills, training, experience and other necessary qualifications and the ability of remaining personnel to perform the various activities of the Department and shall avoid undue disruption, displacement or "bumping" of personnel from positions in which they are experienced. If the parties are unable to reach such an agreement, the Department shall have the right to implement the methods which it deems to be appropriate subject to review in accordance with the principles set forth herein under the grievance and arbitration procedure of this Agreement, said arbitration proceeding to be performed in an expedited manner so as to reach conclusion as close as possible to the date of layoff. Any officer laid off pursuant to this section shall retain the right to be recalled to job openings within the bargaining unit for two (2) years or a period equivalent to his length of service up to five (5) years.

LIEUTENANTS AND CAPTAINS

The Department shall comply with any applicable federal and state law requiring that health care benefits be continued during a period of layoff.

ARTICLE 12

Officer Security

1. Disciplinary Standard

Disciplinary action shall be imposed upon an officer only for just cause. Disciplinary action shall be limited to actions whereby an officer is discharged, demoted, suspended or reprimanded, whether written or oral. Only actions taken for disciplinary or punitive purposes shall be subject to the just cause standard.

2. Inspection of Files

A. Personnel

The Department's official personnel files shall be kept in a safe and secure environment and shall be open and available for inspection and copying, except for information which the Department deems to be confidential, by the affected officer during regular business hours. A Lodge representative may accompany the officer when such inspection of his personnel file occurs. An authorized representative of the department may be present at all times when an officer wishes to view his file.

B. Disciplinary

The Department's official disciplinary investigative files shall be kept and maintained by the Division of Internal Investigations. Upon reasonable written advance notice, completed, inactive disciplinary investigative files or a file in which discipline has been issued against the officer, shall be open and available for inspection and copying, except for information which the Department deems to be confidential, by the affected officer during regular business hours.

3. Use of File Material

Completed, inactive disciplinary investigative files shall not be used in any disciplinary or adverse personnel matter by the Department unless such file has been available for inspection in accordance with Section 2 above.

Completed, inactive disciplinary investigative files relating to a matter for which summary punishment was issued, shall not be used in any subsequent disciplinary or adverse personnel matter relating to conduct which occurs more than two (2) years after the summary punishment was issued unless otherwise required by law.

Completed, inactive disciplinary investigative files relating to other matters, shall not be used in any subsequent disciplinary or adverse personnel matter relating to conduct which occurs more than five (5) years after the other disciplinary action, if any, or completion of the file, whichever is later, unless otherwise required by law.

4. Retention of Files

Materials contained in the disciplinary, personnel, and investigative files of the Department shall not be maintained beyond a period which in the judgment of the Department is reasonable given the nature of the material in question and the legitimate right of the Department to maintain records relating to alleged misconduct by an officer which may bear upon that officer's fitness for various duty. All counseling documents contained in the files of the Department shall be removed one (1) year after placement into the officer's files.

ARTICLE 13

Indemnification

1. The Department shall be responsible, to the full extent provided by law, for the representation and indemnification of an officer in connection with any and all claims for damages, or the settlement thereof, relating to any action or inaction of the officer within the scope of his employment. Officers shall have legal representation provided and paid for by the State of Illinois in any civil cause of action against the officer resulting from or arising out of any action or inaction of the officer within the scope of his employment. If the Attorney General of Illinois declines to represent an officer in such action and the Department determines in its judgment that the officer was acting within a scope of his employment in regard to the conduct complained of, the Department shall provide and pay for the reasonable fees and costs of legal counsel.
2. The officer shall be required to cooperate with the Department during the course of any investigation, administration or litigation of any claim arising under this Article and the indemnification and representation provided for hereunder shall be conditioned upon such cooperation.
3. Representation and indemnification shall not be provided by the Department in any of the following matters:
 - A. Actions of any kind by the Department or the State of Illinois against the officer.
 - B. Actions of any kind by the officer against the Department or the State of Illinois.
 - C. Actions of any kind resulting from the intentional, willful or wanton misconduct of the officer.
 - D. Defense of any criminal action unless the Department determines in its judgment that the officer was acting within the scope of his employment.
4. Settlement agreements or judgments in any civil claims or causes of action under this Article shall not be used as evidence in any discipline proceeding involving the officer provided, however, that the foregoing shall not preclude use of the facts of the case as evidence in any disciplinary proceeding.

ARTICLE 14

Bulletin Boards

The Department will provide the Lodge with reasonable space on existing bulletin boards at each facility of the Department to which bargaining unit members are assigned. The material placed thereon shall not be subject to prior restraint by the Department. The items posted shall not be political, partisan or defamatory in nature. After each rating period or promotional process, the Department will provide the Lodge with a copy of the promotion list for Lieutenants and Captains.

ARTICLE 15

General Provisions

1. Access and Use of Department Facilities

Authorized Lodge representatives shall be permitted by the Department to have reasonable access under reasonable circumstances to the premises of the Department, provided reasonable notice of the visit is given. Such visitation shall be for the reason of the administration of this Agreement. The Department reserves the right to designate a meeting place.

The Department agrees to permit the Lodge reasonable access to its facilities to conduct its meetings at reasonable times and by mutual agreement. It is understood that such access is subject to operating needs. The Lodge shall reimburse the Department for additional expenses incurred as a result of such use.

Further, the Department agrees that Lodge representatives shall be permitted reasonable access to Lieutenant's promotion training classes at the Department's Training Academy one (1) hour of instruction in their training program selected by the Academy.

2. Notice of Personnel Transactions

The Department agrees to provide to the Lodge on a quarterly basis a listing of those personnel transactions involving a change in status of bargaining unit members, including promotions, demotions, transfers and leaves of absence.

3. Repair/Replacement of Officer's Personal Property

The Department will repair or replace, as necessary, officer's glasses, contact lenses, dentures, and other items of personal property or clothing necessary to the performance of his duties as an officer where such property is damaged, destroyed or stolen in the course of the performance of such duties, except where the officer was negligent.

ARTICLE 16

Lodge Representatives

For purposes of administering and enforcing the provisions of this Agreement, the Department agrees as follows:

1. Attendance at Lodge Meetings

Subject to the needs of the Department as a result of police emergencies, the Department agrees that elected officials of the Executive Board of Directors of the Lodge shall be permitted reasonable time off, to attend Board, general and special meetings of the Lodge, provided at least forty-eight (48) hours notice of such meetings shall be given in writing to the Department and provided further that the names of all such officers who are Board members who will be attending such meeting is certified in writing to the Department.

2. Grievance Processing

Reasonable time off while on duty without pay shall be granted to an officer for the purpose of presenting grievances or exercising other rights set forth in this Agreement. The appropriate Lodge representative shall be granted reasonable time off without pay for the purpose of aiding or assisting or otherwise representing officers in the handling and processing of such grievances.

3. Conventions and Conferences

Any officer(s) chosen as delegate(s) to the Fraternal Order of Police Illinois State Conference or the National Fraternal Order of Police Conference, will upon written application approved by the Lodge and submitted to the Department with at least fourteen (14) days notice, be given a period of time required to attend such convention or conference. This period of time shall in no event exceed five (5) work days. Accrued paid time off, including vacation, compensatory time off, holidays and personal time off, may be used for such absence. The Lodge will appoint no more than two (2) Command Council members to attend conventions and conferences.

4. Lodge Negotiating Team

Bargaining unit officers designated as being on the Lodge negotiating team who are scheduled to work on a day or at a time on which negotiations will occur shall be excused from their regular duties to attend negotiation sessions. Officers' normal work schedules shall not be altered

LIEUTENANTS AND CAPTAINS

in order to make them unavailable for negotiations. In order to facilitate productive and expeditious negotiating sessions between the

Lodge and the Department, officers on the Lodge negotiating team shall be afforded such release time two (2) hours prior to any scheduled negotiations for the purpose of preparation, and two (2) hours after any such negotiations for the purpose of debriefing.

5. Command Council

Subject to the legitimate operational needs of the Department, the Lodge Command Council shall be permitted to utilize accrued time off, other than sick time, to conduct the business of the bargaining unit and administer this collective bargaining agreement.

ARTICLE 17

Safety Issues

1. Unsafe Conditions

Recognizing that service as a peace officer is a profession in which officers are exposed to certain risks inherent in police work, the Department and the Lodge agree to promote safe working conditions.

The Department will not require an officer to use an item of equipment where it is established that the equipment is in such an unsafe condition that it presents an unreasonable risk of bodily injury beyond the risk normally associated with such equipment and police work.

No collective bargaining unit member will be issued, or forced to wear, a ballistic vest which is beyond the manufacturer's warranty.

2. Safety Committee

The parties agree to create a Safety Committee, consisting of three (3) officers designated by the Lodge and three (3) persons designated by the Department. The purpose of the Committee shall be to identify and discuss safety and health issues relating to officers and to recommend reasonable steps for the elimination of hazards and improvement of safe working conditions and equipment. The Committee shall meet annually or otherwise by mutual agreement. Recommendations of the Committee shall be submitted in writing to the Director of the Department and the President of the Lodge but shall not be binding upon either party. Recommendations for eliminating hazards and unsafe conditions will be promptly evaluated by the Department.

3. Training

The Department shall continue to provide for the training of officers in the proper use, care and handling of its equipment.

ARTICLE 18

Seniority

1. Definition

Seniority among Lieutenants and Captains shall be defined as the length of continuous service as a Lieutenant or Captains with the Department unless expressly referenced with a different meaning in this Agreement.

Seniority for all officers covered by this Agreement shall include periods of disciplinary suspension of thirty (30) days or less, imposed following September 20, 1990, and shall not be adjusted in such cases except as provided in Article 8, Section 3. Seniority periods shall not include the number of days any disciplinary suspension exceeds thirty (30) days and the length of continuous service in employment and in rank shall be adjusted by the number of such days.

Officers who have been employed by another agency of the State of Illinois shall be entitled to additional seniority credit only for the purpose of determining benefit levels, such as vacation allotment or pension credit.

2. Interruption of Seniority

Seniority shall not accumulate during period of layoff, suspension or leave of absence except as expressly provided herein.

3. Termination of Seniority

Seniority shall cease and the employment relationship shall be terminated if an employee:

- A. resigns;
- B. retires;
- C. is discharged for cause;
- D. is absent five (5) consecutive days without notice to his immediate non-bargaining unit supervisor or the next available supervisor in the chain of command; or
- E. fails to return to work from an approved leave of absence according to the terms thereof without the prior approval of the Employer, absent exigent circumstances.

4. Seniority List

The Department shall prepare and maintain a seniority list of all officers covered by this Agreement and provide the Lodge with an up-to-date copy, as well as any revisions, on a semi-annual basis. Such lists shall

LIEUTENANTS AND CAPTAINS

resolve all questions of seniority rights affecting officers covered under the terms of this Agreement or employed at the time the Agreement becomes effective. If more than one Lieutenant or Captain is promoted on the same day, seniority shall be determined by date of hire. For purposes of determining seniority among same day promotees, who are also hired on the same day, seniority shall be determined by final academic standing upon graduation from the ISP Academy.

ARTICLE 19

Leaves of Absence

1. Unpaid Leaves

During the term of this Agreement, the Department will continue to provide for unpaid leaves of absence opportunities for officers in accordance with its existing policies.

The availability and permissible terms of any unpaid leave of absence are determined by the Director, pursuant to existing policies, and subject to the operational needs of the Department, for the following legitimate reasons:

- A. illness of the requesting officer or a member of the officer's immediate family;
- B. employment in another office in state government;
- C. family responsibility; which is defined as the duty or obligation to provide care, full-time supervision, custody or non-professional treatment for a member of the officer's immediate family or household under circumstances temporarily inconsistent with uninterrupted employment in State service;
- D. education in a college or junior college;
- E. extended military service with the United States Armed Forces during a period of national emergency;
- F. disabilities substantiated by medical documentation;
- G. such other causes as are found acceptable by the Director.

2. Military Leaves

In accordance with PER-40 and subject to its terms, officers ordered to their annual military reserve training tour of active duty with any component of the military services or any National Guard Unit of any state shall be granted a leave of absence without loss of seniority or accrued benefits and without loss of pay for the normal period of such training tour of duty not to exceed eleven (11) 508A days per calendar year, or for such periods of time required by law, whichever is greater.

3. Jury Duty

Upon submission of the official notification, officers called to jury duty shall be granted a leave of absence for the duration of such service. If the jury duty is during the officer's scheduled work days, the officer shall be entitled to receive full pay during the period of the jury duty, provided he pays to the Department all amounts received for jury service. An officer

dismissed from jury duty before noon on any scheduled work day will notify his supervisor to ascertain if he should return to duty for the remainder of the officer's normal schedule.

4. Bereavement Leave

Up to three (3) days of an officer's available accumulated sick time under Article 31 may be taken to attend the funeral and attend to the affairs of a member of the officer's family.

For the purposes of this Section, an officer's family shall be considered to include spouse, parents, grandparents, adopted, natural, and step-children, grandchildren, parents-in-law, brothers, sisters, brothers and sisters-in-law, nieces, nephews, aunts, and uncles.

5. Family and Medical Leave

The Department shall comply with its obligations under the Family and Medical Leave Act. The Department will provide paternity leave for a period of three (3) weeks (fifteen (15) working days) upon the birth of a child to the officer's spouse provided that the leave is limited to one leave per family per year. The department will provide maternity leave for a period of four (4) weeks (twenty (20) working days) upon the birth of a child to the officer provided that leave is limited to one leave per family per year. An officer will also be eligible for this leave with a new adoption.

ARTICLE 20

Wages

1. **Salary Differential**
Lieutenants Salary Differential shall be 7% above the salary of a Master Sergeant or 14% above the salary of Sergeant, whichever is greater.

Captains Salary Differential shall be 7% above the salary of a Lieutenant,

Salary adjustments shall be issued at the same time as those identified in the RC-164 Agreement.
2. **Command Pay**
In lieu of regular overtime, Lieutenants and Captains shall receive \$100.00 per month (\$1,200.00 per year). Payments shall be made quarterly.
3. **Off – Duty Command Response Pay**
Pre- approved time off notwithstanding (i.e. vacation, personal time, etc.), the identified Command Officers below shall respond to inquiries and significant incidents as required by Department senior command. Lieutenants and Captains who are subject to this provision shall be compensated at a rate of \$100.00 per month (\$1,200.00 per year) to be paid quarterly. This provision applies to:
 - A. District and Zone Commanders.
 - B. Acting District and Acting Zone Commanders who have been assigned to the position for a full fiscal quarter.
 - C. Any other Lieutenant or Captain as designated by the Department.
4. **Comp Time (Lieutenants)**
Lieutenants who are not subject to the provisions of section 3 of this Article shall receive compensatory time on an hour for hour basis for all time worked upon being called back outside of their regularly scheduled shift or time spent in court appearances outside their regular shift. Comp time is non-cashable at anytime and cannot be used to increase retirement benefits.
5. **Command Time**
Effective immediately, and continuing through December 31, 2010, in lieu of regular overtime, Lieutenants and Captains shall earn compensation at the rate of five (5) days per calendar year, to be applied

LIEUTENANTS AND CAPTAINS

at a rate of three (3) hours and twenty (20) minutes per month. Upon separation from service, officers may be paid for no more than ten (10) days of accumulated Command Time. However, the accumulated Command Time and accumulated Vacation Time compensated at the time of separation may not exceed the maximum accrual of Vacation Time as set forth in Article 24 of this Agreement. Effective January 1, 2011, any accrued Command Time in excess of 10 days shall be forfeited.

Effective January 1, 2011, all accrued Command Time is non-cashable and cannot be used to increase retirement benefits.

ARTICLE 21

Supervisory Hireback

1. **Supervisory Hireback**
S-RC-08-018 shall be entitled to 20% of all non-departmentally funded hireback details available to supervisors.

Lieutenants will be allowed to work 10% of all non-departmentally funded hireback details available to supervisors through December 31, 2008. Beginning January 1, 2009, Lieutenants shall be allowed to work 20% of all non-departmentally funded hireback details available to supervisors.

All hireback details must be worked outside of the officer's regularly scheduled shift. Overtime compensation shall be equal to the longevity level of the officer working the detail at salary level 5.

In the event that the hireback detail cannot be staffed by the appropriate Lieutenant, the detail may be assigned to the appropriate Captain.

In the event that the detail cannot be staffed as described above, the detail will be offered to the appropriate Region B list.

In the event that the detail remains un-staffed, the detail may be offered to any other appropriate supervisory bargaining unit.

If all of the above staffing options have been exhausted, the appropriate Lieutenant will be assigned the detail.

The appropriate Lieutenant or Captain is defined as the Lieutenant or Captain assigned to the work unit in which the hireback detail was scheduled.

On or before December 1, 2008 and again before June 1, 2009 the Lodge Command Council shall meet and confer concerning the continuation of, and the applicable percentage level of this benefit. However; the applicable percentage level of this benefit may not exceed 20%. The Lodge Command Council shall notify the Department, in writing, of its decision prior to January 1, 2009 and July 1, 2009 respectively.

2. Distribution of Hireback Overtime

Scheduled overtime shall only be equitably distributed among eligible and qualified officers within the district, bureau or other designated unit in which the overtime work is required. To be eligible, the officer must also comply with minimum performance standards established and demonstrated in a similar previous overtime assignment for that overtime assignment.

If necessary, each district, bureau, or unit will maintain two (2) overtime lists. One (1) overtime list will be maintained for the distribution of overtime for the appropriate Lieutenants and Captains. The second list will be maintained for the distribution of overtime for Lieutenants and Captains within the Region.

- A. Scheduled overtime shall be distributed in accordance with Section 1 and:
 - (1) On a rotating basis among such qualified and eligible officers in accordance with seniority,
 - (2) The most senior officer having the least number of overtime hours being given first opportunity.
 - (3) If all officers available to work the scheduled overtime hours decline the opportunity, the Department reserves the right to assign the overtime to the least senior qualified and available officer who has not previously been directed by the Department to work scheduled overtime and in accordance with Section 1. This process shall be continued until all officers have been required to work at which time the process shall repeat itself.
- B. For the purpose of equalizing the distribution of overtime, an officer who is offered but declines a scheduled overtime assignment shall be deemed to have worked the hours assigned for the administrative purposes of scheduled overtime being offered.
- C. When an officer is eligible for, and accepts the offered overtime, that overtime shall be counted against the officer regardless of whether the overtime was actually worked.
- D. For the purposes of administering this Section and placing the officer on the overtime list, new and temporarily assigned officers, and officers who have returned from duty after a leave of thirty (30) days or more, and officers who were involuntarily unavailable for overtime from their permanent assigned work unit for a period of thirty (30) days or more, shall be deemed to have the average

LIEUTENANTS AND CAPTAINS

number of overtime hours worked by all officers in the work unit as of the date of assignment or return from leave.

- E. Officers may in writing refuse scheduled overtime opportunities. The status “R”, meaning refused, will be entered into the overtime log. The officer may revoke the “R” status, and the revocation must be in writing. A refusal request does not exempt the appropriate Lieutenants from being assigned scheduled overtime as otherwise provided in Section 1.

- F. To standardize overtime distribution procedure the Department agrees to conform to the following procedures regarding scheduled overtime distribution:
 - (1) 515 and 516 codes will require the affected officer to remain unavailable (for scheduled overtime purposes) for the remainder of the “twenty-four (24) hour day”. The “twenty-four (24) hour day” starts simultaneously with the start of the officer’s normal shift (for example: 7 a.m. to 3 p.m. shift the “twenty-four (24) hour day” starts at 7 a.m. and concludes at 7 a.m. the next day). An officer can notify the district of his availability during the remainder of the “twenty-four (24) hour day” in which sick time was taken, subject to the Department’s policy on overtime accrual.

ARTICLE 22

Working Out of Classification

1. Right of Temporary Assignment

The Department may temporarily assign an officer to perform the duties of another rank or to perform the duties of a position having a different salary level. Such assignment shall be based upon the requirements of the position and the qualifications of those persons reasonably available to perform the work.

2. Pay for Temporary Assignments

If an officer is temporarily assigned to a higher rank or position of a higher pay level as evidenced by an approved OAR for one (1) full pay period, the officer shall be paid the higher rate beginning on the first day of the first full pay period during which he has been temporarily reassigned and for each successive day of work in such assignment thereafter. For the purposes of this section, "full pay period" means from the first to the fifteenth or sixteenth to the thirtieth (or other last day) of the month. Such pay shall be at the higher rate for vacation days taken during the period of the temporary assignment. Except in emergency situations, no temporary assignment, where a higher pay level may be appropriate, will be allowed without a previously approved OAR.

3. Successive Assignments

The Department shall not assign an officer to successive temporary assignments of less than a full pay period or reassign an officer prior to the running of the full pay period for the purpose of evading the requirement of paying the higher rate of pay as prescribed in this Article.

Assignment of more than short duration, the Department shall make a reasonable effort to make such temporary assignments concurrent with the established pay periods.

ARTICLE 23

Issued Clothing and Equipment

1. Provision

The Department will provide to all officers at no cost those items of uniforms, accessories and equipment required by the policies and procedures of the Department or any amendments thereto.

Officers shall comply with standards relative to wearing and maintenance of all uniform items and accessories and as set forth in the policies and procedures of the Department.

All costs associated with repairing or replacing issued uniforms and equipment lost or damaged shall be borne by the Department except those cases where it is determined by the Department that the loss or damage is due to the negligence of the officer.

A. An officer found to be negligent may pay for the damaged, destroyed or stolen property by use of accumulated time, other than sick time, which at the option of the employee will be deducted from the employee's accumulated time to the nearest one-half (1/2) hour of accumulated time. The value of the accumulated time for purposes of this section is to be calculated on the basis of the hourly wage rate paid to the officer at the time of the officer's election to use accumulated time under this section. An officer may use a maximum of SIX HUNDRED DOLLARS (\$600.00) of accumulated time for such purposes.

2. Maintenance Allowance

Effective July 1, 2008, each officer in active duty as of that date shall be entitled to an annual clothing maintenance allowance of FOUR HUNDRED DOLLARS (\$400.00). In addition, effective July 1, 2008, each plainclothes officer in active duty as of that date shall be entitled to an annual clothing allowance of FOUR HUNDRED DOLLARS (\$400.00).

A. Effective July 1, 2009, each officer in active duty as of that date shall be entitled to an annual clothing maintenance allowance of FOUR HUNDRED DOLLARS (\$400.00). In addition, effective July 1, 2009, each plainclothes officer in active duty as of that date shall be entitled to an annual clothing allowance of FOUR HUNDRED DOLLARS (\$400.00).

- B. Effective July 1, 2010, each officer in active duty as of that date shall be entitled to an annual clothing maintenance allowance of FOUR HUNDRED DOLLARS (\$400.00). In addition, effective July 1, 2010, each plainclothes officer in active duty as of that date shall be entitled to an annual clothing allowance of FOUR HUNDRED DOLLARS (\$400.00).
- C. Effective July 1, 2011, each officer in active duty as of that date shall be entitled to an annual clothing maintenance allowance of FOUR HUNDRED DOLLARS (\$400.00). In addition, effective July 1, 2011, each plainclothes officer in active duty as of that date shall be entitled to an annual clothing allowance of FOUR HUNDRED DOLLARS (\$400.00).
- D. **Plainclothes Officers include:**
 - (1) All investigative personnel, including all special agents, either directly involved in criminal investigations or who act in support of criminal investigations;
 - (2) all officers assigned to DII;
 - (3) all officers assigned to EPU;
 - (4) all Crime Scene Investigators;
 - (5) all Riverboat Unit Officers;
 - (6) any other officer as determined by the Director;
 - (7) officers who have been in a Temporary Duty Assignment in any of the above assignments for at least six months prior to the clothing allowance determination date.

ARTICLE 24

Vacations

1. Accumulation Rate

Officers covered by this Agreement shall be entitled to accumulate vacation time in accordance with the following schedule:

- A. From the date of hire until the completion of five (5) years of service, ten (10) working days per year or six (6) hours and forty (40) minutes per month.
- B. From the completion of five (5) years of service until the completion of nine (9) years of service, fifteen (15) working days per year or ten (10) hours per month.
- C. From the completion of nine (9) years of service until the completion of fourteen (14) years of service, seventeen (17) working days per year or eleven (11) hours and twenty (20) minutes per month.
- D. From the completion of fourteen (14) years of service until the completion of nineteen (19) years of service, twenty (20) working days per year or thirteen (13) hours and twenty (20) minutes per month.
- E. From the completion of nineteen (19) years of service until the completion of twenty-five (25) years of service, twenty-two (22) working days per year or fourteen (14) hours and forty (40) minutes per month.
- F. From the completion of twenty-five (25) years of service, twenty-five (25) working days per year or sixteen (16) hours and forty (40) minutes per month.

Time and service seniority in this schedule means time and service in State of Illinois employment, including agencies other than the Illinois State Police. In order to receive vacation credit for the month, the officer must be in pay status at least half of the month.

2. Scheduling

LIEUTENANTS AND CAPTAINS

By October 31, of the preceding calendar year, an officer may submit in writing to the Department their preferences for vacation periods throughout the succeeding calendar year, provided an officer may not submit more than three (3) preferences. This date may be changed by mutual agreement between the Lodge and the work unit commander. In establishing vacation schedules, the Department shall consider both the officer's preference and the operating needs of the Department. Where the Department, based on operating needs, is unable to grant and schedule vacation preferences for all officers within a classification or work location, but is able to grant some of such (one or more) officers vacation preferences, officers within the classification or at the work location shall be granted such preferred vacation period on the basis of seniority, as defined in Article 18 of this contract. An officer who has been granted his first preference shall not be granted another preference request if such would require denial of the first preference of a less senior officer. An officer's preference shall be defined as a specific block of time uninterrupted by work days and may include the officer's entire earned vacation time.

Officers may request to use vacation time in one-half (1/2) hour increments.

Officers who file their preference by October 31, shall be notified of the vacation schedules by December 31. Officers requesting vacation time, who then move at their prerogative to a different work unit whose preference conflicts with another officer in that work unit, or those officers who have not filed their preference by October 31, or were not granted such request, shall be scheduled on the basis of the officer's preference and the operating needs of the Department, except that such employee preferences shall not be arbitrarily denied.

3. Vacation Cancellation

In the case of an emergency, the Region Commander may cancel and reschedule any or all approved vacation in advance of commencement of the vacation. In the event of such cancellations, the rescheduling will be accomplished in accordance with Section 2 of this Article.

4. Vacation Call-Back

In the case of emergency, the Deputy Director may call back to work an employee who is on vacation leave. The Department will reimburse for necessary travel expenses incurred in returning the officer to work.

5. Maximum Accrual

Vacation time must be taken no later than twenty-four (24) months after

LIEUTENANTS AND CAPTAINS

the expiration of the calendar year in which such time was earned, or it will be forfeited. However, no such forfeiture shall occur where the employee's vacation has been canceled pursuant to Subsection 3 or 4 of this Article, or where the officer demonstrates that he made a good faith effort to use the earned vacation time prior to the expiration of the forfeiture period. In such cases, the employee will be allowed to carry over the unused vacation time into the next calendar year. If the employee does not schedule his preference for the use of such time by October 31, the Department may schedule the use of such time during such next calendar year

When an employee terminates from state service, the balance of the unused vacation time will be paid in a lump sum at the applicable regular rate of pay received by the employee at the time of termination.

ARTICLE 25

Personal Time-Off

All officers covered by the terms hereof shall receive twenty-four (24) hours personal time off with pay each calendar year, to be taken at the time of their choosing subject to approval by the Department. Officers shall not be required to work during personal time (Code 521), subject to the legitimate operational needs of the Department, provided that written notice of the personal time is given to the appropriate supervisor not later than three (3) days prior to the personal time requested. The foregoing shall not preclude an officer from requesting personal time with less than three (3) days advance notice.

If an officer cannot take all of the personal time within the calendar year, it shall be forfeited.

Officers who work the scheduled number of hours for each calendar year, without using any sick leave days as provided under this contract shall be granted eight (8) additional hours of personal time to be taken in the next calendar year.

ARTICLE 26

Insurance

During the term of this Agreement, the Department shall continue in effect for all eligible employees and their eligible dependents, the benefits, rights and obligations of group health, life and other insurance under such terms and at such rates as are made available by the Director of Central Management Services pursuant to the State Employees Group Insurance Act except as modified during the term hereof by agreement of the parties. Employer shall provide employees an opportunity to be given a hearing examination when hearing exams are being given to telecommunicators.

ARTICLE 27

Pension Benefits

During the term of this Agreement, the Department agrees to comply with all provisions of the constitution and laws of the State of Illinois concerning pensions for officers currently within the bargaining unit.

Coordinated and non-coordinated SERS employees on the alternative formula will make the following additional contributions to the pension system: two and three-fourths percent (2.75%) of compensation effective January 1, 2005; and two and three-fourths percent (2.75%) of compensation effective January 1, 2006.

Effective with retirements on or after January 1, 2001, all bargaining unit members covered by the SERS will receive the following pension benefits:

1. for non-coordinated SERS employees on the alternative formula, a flat formula of three percent (3.0%) per year of service, based on the higher of the Final Average Salary (FAS), or the rate of pay on the final day of employment, up to a maximum of eighty percent (80%) of FAS;
2. for coordinated SERS employees on the alternative formula, a flat formula of two and one-half percent (2.5%) per year of service, based on the higher of the Final Average Salary (FAS), or the rate of pay on the final day of employment, up to a maximum of eighty percent (80%) of FAS.

ARTICLE 28

Holidays

1. Holidays

The Department agrees that the following days shall be considered holidays:

New Year's Day

Martin Luther King's Birthday

Abraham Lincoln's Birthday

George Washington's Birthday

Memorial Day

Independence Day

Labor Day

Columbus Day

General Election Day (on which members of House of Representatives are elected)

Veterans Day

Thanksgiving Day

Friday following Thanksgiving Day

Christmas Day

and any and all days declared as holidays or non-working days by the Governor of the State of Illinois or by the President of the United States.

2. Scheduled Day Off

Except for New Year's Day, Independence Day and Christmas Day, when a holiday falls on a Sunday, the following Monday shall be observed as a holiday. Except for New Year's Day, Independence Day and Christmas Day, when a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. New Year's Day, Independence Day and Christmas Day will be observed as holidays no matter the day of the week, they fall upon. Upon separation for any reason, the employee shall be paid for all accrued holidays.

When a holiday falls on an officer's scheduled day off, equivalent time off shall be granted within the following twelve (12) months. It shall be granted on the day requested by the officer unless to do so would interfere with the Department's operations. The Department shall not unreasonably restrict an officer's request for such time.

Holiday Time may be taken in one-half (1/2) hour increments.

3. Work on Holidays

Officers who are required to work a regular tour of duty (eight (8) or ten (10) hours) on an observed holiday, as defined in Section 2, will be granted twelve (12) hours equivalent time off.

Such equivalent time off shall be granted within the next twelve (12) months on a day requested by the officer unless to do so would interfere with the Department's operations.

ARTICLE 29

Hours of Work

1. Definitions

"Hours of Work" shall mean all authorized hours of actual work by an officer and includes all periods of paid time off except for sick leave.

"Workday" shall mean, except for specific provisions to the contrary, that the "workday" shall commence at the start of the officer's shift and end twenty-four (24) hours later. When an employee's shift assignment is changed in accordance with Article 13 or routine shift rotations, the officer's new workday will begin with the new shift and run for a period of twenty-four (24) hours. Those hours of work in excess of or less than a regular tour of duty that occur as a result of action taken under the provisions of Article 13 or routine shift rotations, shall not be considered as overtime hours worked or cause for a dock in pay.

"Workweek" shall mean the seven (7) day period beginning at 12:01 a.m. Sunday and ending 12:00 midnight Saturday or such other seven (7) consecutive day period as is established pursuant to Article 13.

2. Consecutive Hours of Work

Officers shall not be scheduled to work more than sixteen (16) hours in any twenty-four (24) hour period except under emergency circumstances.

The Department retains the right to assign mandatory rest periods at any time to officers who, due to fatigue, demonstrate an inability to perform job tasks in a satisfactory manner.

ARTICLE 30

Sick Leave

During the term of this Agreement, the Department will continue to provide sick time for officers, in accordance with and subject to the limitations of the existing policies and procedures of the Department.

The Department will not abuse its right to request medical certification of disability from an officer's physician.

The Department may request evidence of illness or injury which may be in the form of a written medical certification of use of sick leave if reasonable grounds exist to suspect abuse. In connection with its review, the Department may but need not require the officer to undergo further medical examination. If such further exams are required, any expenses relating thereto shall be borne by the Department, unless it is determined that the officer was abusing sick leave. Time spent in such required further examination shall be compensated unless it is determined that the officer was abusing sick leave. Abuse of sick leave is, use of sick leave for reasons or under circumstances inconsistent with existing policies and procedures of the Department.

ARTICLE 31

Quantitative Standards

It is recognized that the Department may establish and maintain expected quantitative as well as qualitative standards of performance and levels of activity. Where such quantitative standards are used for the purpose of evaluating an officer, they shall not be arbitrary, capricious or unreasonable. In applying such quantitative standards, the Department shall consider the amount of effort and discretion exercised by the officer in non-enforcement activities which might preclude meeting the quantitative standards. No officer shall be evaluated solely with reference to such quantitative standards.

ARTICLE 32

Secondary Employment

Requests by officers to be permitted to accept secondary employment or business enterprises, as defined in PER-35, shall be reviewed on a case-by-case basis and shall be denied only for legitimate operational or policy-related reasons or other good cause. The Department shall endeavor to provide an answer to such request within five (5) days thereof. If a timely answer is not provided, the officer may begin and continue the subject employment until a contrary decision is made. In accordance with PER-35, officers will be permitted to engage in otherwise acceptable incidental secondary employment of no more than sixteen (16) hours in a month without prior approval.

ARTICLE 33

Travel Time

All travel time for Lieutenants and Captains to and from their primary office shall be non-compensable.

While an officer is traveling to or from his residence to a work location in a non-compensated status the Department expects an officer to take such action as is necessary to serve the public. This may mean to simply advise post by radio of a motorist in need of assistance, so that the officer assigned that specific patrol may handle the situation. However, in the event a crime or other circumstances which pose a hazard to public safety is identified, such officer is expected to take appropriate action.

In the event that the Department develops a procedure whereby employees may receive advances for anticipated travel or whereby travel expenses may be billed directly to the State, the Department shall meet and confer with the Lodge for the purpose of establishing the right of officers to utilize such procedures.

ARTICLE 34

Limited Duty

During the term of this Agreement, the Department will continue to provide in accordance with and subject to the limitations of its established policies and procedures as set forth in PER-38, assignments to medical duty status for officers on sick time or disability leave where it is in the best interests of the officer and the Department.

Where an officer submits the report of his personal physician to the Medical Review Board, the Board shall confer with the Department's medical doctors.

ARTICLE 35

Savings Clause

1. If any provisions of this Agreement or any application thereof are found by competent authority to conflict with any existing or subsequently enacted federal or state legislation or executive order or by virtue of any judicial action, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions rendered or declared unlawful, invalid or unenforceable.

2. In the event the Director of the Illinois State Police unilaterally grants an increase in economic benefits to any or all other collective bargaining unit members employed by the Illinois State Police, such increase shall be made applicable to the employees covered by this Agreement. Reduction in benefits, however, shall not be made applicable, and the provisions of this Agreement shall apply. This Section is not applicable to economic benefits negotiated in this or other collective bargaining agreements.

ARTICLE 36

Duration

1. Term of Agreement

This Agreement and its provisions shall be effective on May 7, 2008, except as otherwise provided herein, and continue in full force and effect until 12:00 midnight on June 30th, 2012. It shall continue in effect from year to year thereafter unless Notice of Intent to Terminate or Modify is sent in accordance with this Article. Notices referred to herein shall be considered to have been given as of the date of receipt by the other party.

Notices shall be delivered either personally or by certified mail, return receipt requested.

2. Notice of Intent to Terminate or Modify

Should either party desire to terminate this Agreement or enter into negotiations concerning modifications to the terms of this Agreement, either may deliver to the other a Notice to that effect, not earlier than one hundred twenty (120) days and not later than ninety (90) days prior to the expiration date set forth in Paragraph 1 above. In the event that such Notice is delivered, negotiations between the parties shall commence within fifteen (15) days of the receipt of Notice, unless otherwise mutually agreed.

ARTICLE 37

Transfer Requests

1. Voluntary Transfers

Requests for voluntary transfers shall be given consideration by the Department. The Director or his designee shall have final approval of voluntary transfer requests.

2. Involuntary Transfers

The Department retains the right to transfer an officer for operational necessity, EEO investigations or discipline in which transfer is required by law or by policy, or other reasons that may be in the best interest of the Department. The Department shall not be arbitrary or capricious when requiring involuntary transfers. For involuntary transfers which are not a result of an investigation or discipline, the Department and the Lodge shall negotiate the financial impact of such transfer at the Lodge's request. Nothing in this section prohibits the Department from temporarily reassigning an officer to a different work unit during an investigation when deemed necessary to protect the parties involved.

ARTICLE 38

PFIT

During the terms of the Collective Bargaining Agreement, the Department undertakes that no officer employed prior to March 1, 1990, shall be disciplined unless it is shown that the officer has failed to make a good faith effort to engage in such reasonable activity and/or personal conduct as may be prescribed by the Department for the attainment of such physical fitness program standards or it is shown that the officer's condition is such that he is not fit for duty. Any such discipline issued shall be subject to the just cause requirements.

Officers, disciplined therefore will be permitted to have their cases reviewed, at the officer's option, either through the grievance and arbitration procedures of the Agreement, notwithstanding the summary nature of the discipline, or by the Merit Board in accordance with law.

The foregoing, it shall be understood, does not affect the Department's right to terminate or remove from duty any officer where it can be shown that the officer's physical condition is such that he is not fit for duty or to consider an officer's physical fitness evaluation in conjunction with advancement.

If the Department chooses to amend or modify its current physical fitness inventory testing standards, it represents that such new standards shall be reasonable and age sensitive.

ARTICLE 39

Scheduling

- 1. Early and Late Shift Starts and Emergency Call Outs**
Notwithstanding the foregoing Section or any other provision to the contrary, in order to meet a legitimate operational need, an officer's scheduled shift starting and stopping times may be altered.
- 2. Split Shifts**
All hours of work in a day shall be consecutive, except in the case of a call back. Regular days off shall not be split except with the officer's agreement.
- 3. Daylight Saving Time**
Officers will only be paid for actual number of hours worked on shifts involving changes between daylight saving and central standard time. Officers' shifts will not be shortened to less than eight (8) actual hours due to the clock adjustments resulting from daylight saving time except by mutual consent.
- 4. Promotional Exams and Assessments**
Subject to legitimate operational needs of the Department officers shall be allowed to change days off, shifts, split shifts or officer may trade shifts in order to participate in promotional examinations and assessments. Officers who participate in promotional examinations and assessments shall be in pay status for all time spent participating in the promotional examination and assessment, including reasonable time for transportation to and from the examination and assessment.

Appendix A

The bargaining unit covered by this collective bargaining agreement is described as follows:

Supervisory Unit

Included: All sworn peace officers with the Illinois State Police Merit Board rank of Captain and Lieutenant.

Excluded: All sworn peace officers with any Illinois State Police Merit Board rank below Lieutenant, and all employees in the following positions:

Captain, position numbers

95680 (Director's Office)

95680 (DFS)

95680 (ITC)

95680 (DII)

95680 (DOO)

95680 (DOA)

54002 (DOA)

54002 (DFS)

54002 (DOO)

54002 (DOP)

54002 (DII)

61940 (Region 1)

Lieutenant, position numbers

80090 (Northern Commander)

80090 (Southern Commander)

80090 (Central Investigative Commander)

80090 (Northern Investigative Commander)

80090 (Labor Relations)

LIEUTENANTS AND CAPTAINS
SALARY SCHEDULES