

**AGREEMENT**

between  
the

**TROOPERS LODGE NO. 41**

**FRATERNAL ORDER OF POLICE**

and

**ILLINOIS STATE POLICE**

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**AGREEMENT**

This Agreement has been made and entered into by and between the Illinois State Police (hereinafter, "the Department") and Troopers Lodge No. 41, Fraternal Order of Police (hereinafter, "the Lodge") on behalf of itself and the officers in the collective bargaining unit herein below described, signed **February 23, 2009**, for the contract period July 1, **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 employees 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 other persons 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 officers in the bargaining unit as certified by the Illinois State Labor Relations Board including sworn probationary employees who may be discharged at the will of the Director during the probationary period of twelve (12) months of duty from the date of appointment, 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. The Director may in his sole discretion extend the probationary period for an officer up to an additional **twelve (12) months, in six (6) month intervals**, when it is deemed in the best interest of the Department to do so. Prior to extending the probationary period, the Department shall provide written notification to the Lodge office setting forth the reason(s).

#### 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 a reorganization, the affected officer shall be placed in an open position within the district in which he resides. If a position is not available within that district, 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 position shall be placed in an open position in the district and may not exercise seniority rights to bid for shift assignment until the district's next bidding period.

**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. The Department shall not discriminate against an employee as a result of activities in support of or on behalf of the Lodge 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.

## **ARTICLE 5**

### **No Strike**

**1. No Strike Promise**

Neither the Lodge 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 Lodge nor any officer shall refuse to cross any picket line by whomever established.

**2. Lodge Action**

In the event that any action prohibited by this Article occurs, the Lodge 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. Lodge Representative Discipline**

Upon the failure of the Lodge to comply with the provisions of Paragraph 1 and Paragraph 2 above, any agent or an official of the Lodge, 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. 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 Union.

#### 4. Fair Share Obligation

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 employment, 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**

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 non-probationary officer 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). 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 dependant 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 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 the Department member, whether or not supported by a sworn affidavit.**
  - K. a Complaint Against Department Member form (ISP 3-23) 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.**

- L. Non-cadet probationary officers shall be afforded the right to the presence of an FOP representative, upon request, in any interrogation beyond the initial interview likely to result in discipline or discharge at the will of the Director.

**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.

- 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, as a result of prior negotiations, by a joint committee of the Department and the Lodge. 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 non-bargaining unit supervisor 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 may advance the grievance to the officer's regional/area commander, or equivalent, 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 regional/area commander 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 Punishment**

Disciplinary action consisting of an oral or written reprimand or suspensions of two days or less, is hereby defined as summary punishment. Notwithstanding the foregoing, it is agreed that any disciplinary action consisting of a one (1) or two (2) day suspension is eligible for review by an Internal Review Panel. Summary punishment, shall not be subject to review under Paragraph 1, but may be submitted for consideration pursuant to such internal review procedures as are established and maintained by the Department. The internal review will be conducted by a panel of sworn officers randomly selected from a list of officers from the affected officer's region or its equivalent, but not the same work unit, district or zone. The panel shall not include Representatives or Officers of the Lodge. The Lodge shall be provided a list of panel members and may exclude any panel member for cause up to three (3) members per panel. Additional exclusions may be allowed by mutual consent. The list of panel members shall be provided by the Region Commanders (or their equivalent), consisting of one (1) officer of equal rank to the officer appealing, and one (1) officer of the next two (2)

higher ranks. The affected officer may be represented by an FOP representative in such internal review procedures.

If the officer involved does not appeal the summary suspension to the

Internal Review Panel, the officer shall be permitted to utilize 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.

**If the officer does not appeal the summary suspension to the Internal Review Panel, the officer shall have the option of electing to accept a documented non-economic suspension to satisfy any period of summary suspension in lieu of days off without pay or through the utilization of accumulated time off, other than sick time. This option is available to an officer who has not had any period of suspension for twenty four (24) months.**

If the officer appeals the summary punishment and it is not rescinded, the officer shall be permitted to utilize accumulated time off which has been accrued as the date of any suspension period, other than sick time, to satisfy the period of any suspension in lieu of days off without pay and without affecting his seniority date as defined in Section 1, Article 18. The second or subsequent IRP within a two (2) year period resulting in “sustained” findings will result in a loss of seniority for all suspensions after the first sustained IRP. The officer shall utilize accumulated time off to attend the IRP. If the summary punishment is rescinded, the accumulated time used by the officer to attend the IRP shall be restored.

After summary punishment has been administered three (3) times within a twelve (12) month period, an officer who wishes to contest the application of summary punishment on a fourth occasion within the last twelve (12) months may contest the fourth and/or succeeding applications of summary punishment by timely challenge through the internal review process and Section 2 above. The penalties for each such violation shall be uniformly applied.

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

## **ARTICLE 9**

### **Labor Management Conferences**

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 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 Trustees and District 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 monthly 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 Lodge 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.

## 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 a peace officer performed by bargaining unit personnel. The "duties of a peace officer" shall mean policing and/or patrolling duties which involve the exercise of authority to make arrests for the commission of offenses.

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 except for the duties of a peace officer, eliminate, relocate or transfer work normally performed by bargaining unit personnel.

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. **During the period of a layoff, the Department shall not purposely take action to erode the RC-164 bargaining unit.**

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.

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 Investigation. 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.

**5. Appeal of Discipline**

The time spent by an officer who voluntarily appears before the Crash Review Board or Disciplinary Review Board will be considered hours of work up to eight (8) hours or ten (10) hours, if applicable. Compensation will not be paid for hours in excess of the regularly scheduled work day.

## 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 Troopers and Sergeants.

The Lodge representatives shall have reasonable access to the Department's electronic system (e-mail) for the purpose of posting the same kind of material that is allowed in this section for posting on bulletin boards.

## 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 recruits and trainees at the Department's Training Academy during two (2) periods 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.

**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 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.

## 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 once every two (2) months 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 shall be defined as the length of continuous service or employment as sworn officers with the Department unless expressly referenced with a different meaning in this Agreement. Seniority among sergeants shall be defined as the length of continuous service as a sergeant 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. Probationary Period**

Officers shall serve a probationary period. During the probationary period, an officer is entitled to the rights, privileges or benefits under this Agreement except as otherwise provided and including that discharge or other disciplinary actions for such officers cannot be subject to the grievance and arbitration procedure as defined in Article 8 of this Agreement.

**3. Interruption of Seniority**

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

**4. 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.

**5. 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 resolve all questions of seniority rights affecting officers covered under the terms of this Agreement or employed at the time the Agreement becomes effective. For purposes of determining seniority among same day hires, seniority shall be determined by final academic standing upon graduation from the Academy. Seniority between same day promotees shall be determined by date of hire.

**6. Current Work Shift and Days Off Systems**

A. During the term of this Agreement, the Department shall alter or modify any current system of work shifts (e.g., 4-10 days, rotational, permanent, etc.) or procedure for the determination of regular days off (e.g., Kelly, rotation, permanent, etc.) only:

- (1) after it has first met with the Lodge and discussed the proposed change and its reasons therefore; and
- (2) for good cause shown for such change.

B. During the term of this Agreement, the Department agrees to maintain 4/10 hour shifts in those work units which currently use them, subject to the provisions described in Section 6 of this Article:

- (1) changes may be implemented in the month of January of each contract year; provided that the Department must give sixty (60) days written notice of such changes to the Lodge;
- (2) following this sixty (60) days written notice and at the request of the Lodge, the parties will exchange information relevant to the proposed changes and will meet and discuss the proposed changes;
- (3) if at the conclusion of such discussions the Lodge objects to the implementation of such changes, a grievance may be filed and submitted to expedited arbitration as defined by

## Article 8 of this Agreement.

Within any type of work shift system used in any district or zone, should the Lodge determine that the means by which the officers thereunder choose which shift they will work is inappropriate, it may meet with the Department for the purpose of negotiating the proposed change. If the parties are unable to reach agreement with respect to a change, the Department shall implement a procedure in which fifty percent (50%) of the available positions on the day shift and thirty percent (30%) of the available positions on the afternoon and night shifts shall be filled on the basis of seniority within the district or zone, etc., provided the senior officers are qualified to perform the work available on the shift. In exercising seniority rights under this section, seniority for Sergeants shall be determined by time served in the rank.

The foregoing shall not apply to probationary officers and their assigned Field Training Officers during the FTO program.

**C. Days off schedules and shift assignments shall be determined as listed in Section A of this section, except where operational needs due to staffing shortages resulting from a decline in sworn headcount, cessation of employment, retirements, resignations, terminations, transfers, leaves of absence, or other circumstances beyond the Department's control which require the non-emergency adjustments of personnel.**

**(1) Said changes may not impact any more officers than necessary to address those lost due to the described circumstances;**

**(2) Said changes may be implemented in the month of July of each contract year; provided that the Department must give thirty (30) days advance written notice of such changes to the Lodge.**

**(3) Pre-approved time off shall not be affected by these semi-annual personnel adjustments.**

**(4) Nothing in sub-section C impacts Management's rights under Article 2, Section 4, or Section 8 under this Article.**

**D. Accumulated time off requests that are received more than 30 days in advance of the requested day shall be granted, absent**

**legitimate operational needs, at least 28 days in advance of the requested day.**

**7. Rotation of Schedules**

Periodic rotation of schedules and days off may result in the total number of hours worked by an officer during a work week (as defined in Article 30, Section 1) to be in excess of forty (40).

Such hours of work in excess of forty (40) shall not be considered as overtime hours. During such a work week, the officer shall be paid his regular rate of pay for that week except as may be required due to the performance of overtime beyond the scheduled hours for that work week or because of standby pay, leave time, or dock time. In either the preceding work week or the following work week the officer, due to the rotation of work days and regular days off, may work less than forty (40) scheduled hours but will be paid as if he worked the forty (40) hour week. Hours in excess of his regularly scheduled work day will be considered overtime hours as defined in Article 30.

For the purpose of determining whether an officer has accrued sufficient hours in any rotation cycle, hours of work and paid time off shall be included.

**8. 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 plus or minus up to **four (4)** hours for operational need upon sixteen (16) hours notice to the officer prior to the start of the shift in question. An officer's scheduled shift starting and stopping times may be altered plus or minus up to four (4) hours or less for court appearances upon seventy-two (72) hours notice to the officer prior to the start of the shift in question. This Section will not be invoked for punitive purposes or under any circumstances where it would create an undue hardship.

**Officers shall be permitted to request to adjust their shifts up to two (2) hours to work hireback details upon sixteen (16) hours notice. Absent operational needs, the Department shall consider all such requests and denial of said requests shall not be arbitrary or capricious. Requests for shift adjustments for legitimate reasons other than hirebacks may be limited, at the Department's discretion,**

**to four (4) times every 28 days (or monthly schedule). All shift adjustments must be pre-approved and are subject to proof status.**

Where an officer is scheduled to appear in Court when he is not on duty, or called out for an emergency, more than two (2) hours prior to his shift, the officer shall be considered to have worked a minimum of two (2) hours of work and such hours shall be considered hours of work under Article 30. If the court appearance or emergency call out is less than two (2) hours, the officer may request to be released from duty and pay status or the officer may be required to perform additional duties to satisfy the two (2) hour obligation. Should early release be granted by the employer the officer will be paid for actual hours worked.

Where an officer is called out less than two (2) hours prior to his shift, with less than sixteen (16) hours notice, he shall be paid for actual hours worked, and his shift shall be not shortened, except with the officer's agreement.

Upon reasonable advance notice to the officer, the Department may also alter an officer's scheduled shift and/or regular days off in order to staff special details of short duration, investigations **with special circumstances**, training programs or similar special assignments. Holiday enforcement activities, (including but not limited to Roadside Safety Checks, Seatbelt and Child Restraint Enforcement Programs, and Speed Enforcement Programs) are excluded as special details, except for the Memorial Day **enforcement period, the** Labor Day **enforcement period, and the Thanksgiving Day enforcement period,** provided that thirty (30) days notice is given to such officer before the holiday period in which that officer will be scheduled to work.

**A. All enforcement periods are defined as 7 a.m. the last business day prior to the actual holiday, through 7 a.m. the first business day after the actual holiday.**

**B. If an officer's schedule is altered as the result of a holiday enforcement period identified above, the officer shall have the option to work the actual holiday and receive the appropriate compensation per Article 29, Section 3.**

## 9. 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.

## 10. Exchange of Shifts, Days Off

The current practice of permitting officers of equivalent rank to exchange scheduled shifts and regular days off shall not be discontinued, except by agreement of the parties. The Department shall permit officers of equivalent rank to exchange scheduled shifts and regular days off by agreement of the parties, and such exchanges may be for periods of as long as one (1) month. Exchanges of longer than one (1) month shall involve the senior officer willing to exchange such scheduled shift and regular days off. It shall be the obligation of the officer requesting the exchange to contact the senior officer on the seniority list. Any errors will not be the subject of the grievance process.

**11. 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.

**12. Promotional Exams**

Subject to legitimate operational needs, the Department and/or officers shall be allowed to change days off, shifts, split shifts or officers may trade shifts in order to participate in promotional examinations. Officers who are not on duty and who participate in promotional examinations shall be in pay status for all time spent participating in the promotional examination, including reasonable time for transportation to and from the examination.

**13. Interpreter Call Out**

An officer who is called out to interpret a foreign language for the Department shall receive two (2) hours minimum overtime pay. For the purposes of this Section, to interpret also means sign language.

## 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. **Fiscal Year 2009**  
Effective **January 1, 2009**, the basic salary schedule of officers covered by this Agreement shall be increased by **one and one-half percent (1.5%)**.
2. **Fiscal Year 2010**  
Effective **July 1, 2009**, the basic salary schedule of officers covered by this Agreement shall be increased by **two and one-half percent (2.5%)**.  
  
Effective **January 1, 2010**, the basic salary schedule of officers covered by this Agreement shall be increased by **two percent (2.0%)**.
3. **Fiscal Year 2011**  
Effective **July 1, 2010**, the basic salary schedule of officers covered by this Agreement shall be increased by **two percent (2.0%)**.  
  
Effective **January 1, 2011**, the basic salary schedule of officers covered by this Agreement shall be increased by **two percent (2.0%)**.
4. **Fiscal Year 2012**  
Effective **July 1, 2011**, the basic salary schedule of officers covered by this Agreement shall be increased by **four percent (4.0%)**.  
  
Effective **January 1, 2012**, the basic salary schedule of officers covered by this Agreement shall be increased by **one and one-quarter percent (1.25%)**.  
  
The above wage rates shall be as reflected in Appendix B, a copy of which is appended hereto.
5. **FTO/FTA Pay**  
Field Training Officers and Field Training Agents will be awarded one-half (1/2) hour of overtime for each complete work day (eight (8) or ten (10) hour work day) spent training an officer in a field training program.
6. **Shift Differential**

**Effective January 1, 2011, officers who are permanently assigned to the midnight shift shall receive an additional twenty five (25) cents per hour for all hours worked during the period of assignment. Said increase to be applied to the base hourly rate.**

**For the purposes of this section, the midnight shift is defined as a work shift in which a minimum of half of the scheduled hours fall between the hours of 11 p.m. and 7 a.m.**

## ARTICLE 21

### 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. The Department shall notify the Lodge office of all such temporary assignments made to officers in the bargaining unit.

**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.

**3. Specialty Assignment Pay**

The Department shall compensate Tactical Response Team Officers, Airplane Commanders, Deputy Airplane Commanders, Technical Services Investigators, Commercial Vehicle Enforcement Officers and Crime Scene Investigators at a minimum of Salary Level 3 at the officer's applicable years of service, or salary commensurate with rank, whichever is higher. TRT officers shall receive Salary Level 3 beginning the effective date of the agreement until these officers vacate their present assignment. All other officers assigned to these positions prior to the effective date of the agreement, shall be compensated at their current salary level, until these officers vacate their present assignments.

**4. 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.

Where the Department has notice of the need for a temporary 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 22

### 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

A. 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).

B. 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).

C. 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).

- D. 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).

**Payments made in accordance with this Section shall be received no later than October 1st of each fiscal year, with the exception of fiscal year 2009.**

**E. 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 Temporary Duty Assignment in any of the above assignments for at least six months prior to the clothing allowance determination date.

**3. Additional Issued Equipment**

- A. Effective July 1, 1994, all officers will be issued one (1) pair of boots (Rocky style) and the boots will be replaced when worn out.

## ARTICLE 23

### Training

#### 1. Tuition Reimbursement

During the term of this Agreement, the Department will continue to provide in accordance with the established policies and procedures, tuition reimbursement to an officer who has successfully completed a work-related course for which course prior reimbursement approval has been granted by the Department. Tuition reimbursement for officers covered by this Agreement will be provided on a fair and impartial basis in accordance with PER-041.

When such prior approval has been granted, the Department, subject to operational needs, will not alter an officer's schedule so that he is unavailable to complete the course.

#### 2. Funding

During each year of this Agreement, and at the appropriate time, the Department will provide tuition reimbursement in the amounts of FIFTY-FIVE THOUSAND DOLLARS (\$55,000) in FY<sup>09</sup>; FIFTY-FIVE THOUSAND DOLLARS (\$55,000) in FY<sup>10</sup>; FIFTY-FIVE THOUSAND DOLLARS (\$55,000) in FY<sup>11</sup>; and FIFTY-FIVE THOUSAND DOLLARS (\$55,000) in FY<sup>12</sup> for such approved work related courses taken by the officers.

## 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

By October 31, of the preceding calendar year, officers 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 district, or zone commander or bureau chief 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 not later than twenty-four (24) months after 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. Upon graduation from the Academy, officers shall be given credit for such time at the rate of four (4) hours for each two (2) months' service after graduation for the calendar year in which they graduated up to a maximum of twenty-four (24) hours. Thereafter they shall receive the same amount of personal time as other officers covered by this agreement. 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.

Effective January 1, 1995, officers who work the scheduled number of hours for each calendar year after January 1, 1995, 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.

**Pursuant to the Memorandum of Agreement entitled Joint Labor/Management Advisory Committee on Insurance Benefits, effective December 1, 2010, the State shall have the right to re-open the Agreement on the issue of the healthcare plan only, by serving the Union with written notice not later than December 15, 2010. In the event that the State exercises its right to re-open the Agreement as provided herein, the Union shall have the right to re-open the Agreement limited to the issue of higher wages only, by serving the State with written notice not later than December 31, 2010.**

**Thereafter, the parties shall convene expedited negotiations not later than January 15, 2011, on the issue(s) subject to the re-opener. If no agreement is reached by February 15, 2011, either side may invoke interest arbitration and the parties shall select a mutually agreed upon arbitrator who shall have full authority to resolve all re-opened issues by a final and binding award. The interest arbitration shall be based upon the framework provided in Section 14 of the Illinois Public Relations Act.**

## **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

### Seniority Positions

#### 1. **Position Subject to Seniority Bid**

Should vacancies occur in any of the positions listed in Paragraph A of this Section, the most senior eligible Trooper / Special Agent (where applicable) (based on continuous service in the Department) within the district, bureau, or unit in which the position arises who bids for the position in accordance with the procedures established herein, shall be selected for the position, provided the senior Troopers / Special Agents (where applicable) qualifications for the position are substantially equivalent to or greater than those of other officers seeking the position. In determining qualifications, the Department shall not be arbitrary or capricious but shall consider training, education, experience, skills, ability and performance.

Where the geographic area of responsibility of the positions is larger than a single district, bureau, or unit then seniority hereunder shall be determined within the larger area.

When the Department determines that a job vacancy exists in a position listed in Paragraph A of this Section, the vacancy shall be posted for bid on the appropriate bulletin board(s) of the district, zone, bureau, or unit for a period of at least fourteen (14) calendar days prior to the filling of the position and distributed to the Troopers / Special Agents (where applicable) of the district, bureau, or unit by mail or other appropriate means. The Department shall determine, in its discretion, whether a job vacancy exists; provided, however, that a vacancy shall be posted within thirty (30) days after the Department makes this determination. Except for the positions of Riverboat Unit Officer and Riverboat Unit Sergeant which shall be bid statewide, all such vacancies shall be posted in the district where the vacancy occurs. Once the posting period has ended, no other bids shall be accepted and no appointment shall be made to any person except the successful bidder. Where vacancies for seniority positions posted in a district are not filled, the vacancy shall be posted in the zone and available to investigative personnel who reside within the geographic boundaries of that district, prior to being posted statewide. If the bidding process does not fill the vacancy, then the Department may fill the position by other means. The vacancy posting shall contain the position title, work location, a summary of duties and responsibilities of the position. Non-probationary employees within the above units may bid during the fourteen (14) day posting period on a form supplied by the

Department. If the bidding process does not result in interested applicants, then the Department may fill the position by other means.

The Department retains the right, at any time during the procedure, to determine that a vacancy shall not be filled.

**A. Positions**

District Court Officer/Assistant  
District Fleet Officer/Assistant  
District Vehicle Investigation Bureau Officer/Assistant  
District Desk Officer/Assistant  
District Commercial Vehicle Enforcement Officer  
Riverboat Unit Sergeant  
Riverboat Unit Officer

Troopers / Special Agents assigned as of July 1, 1994, on a permanent basis as Riverboat Unit Officer and officers temporarily assigned as of that date as Riverboat Unit Officer with more than fifteen (15) years of seniority shall remain in their current assignments and pay level and may not be displaced by seniority bidding under this Section. Any officer assigned to the Riverboat Unit after commencement of this contract shall be paid commensurate with his rank. When the Department determines that a Riverboat Unit Sergeant position vacancy exists, the position shall be filled by either:

- (1) Posting the vacancy for seniority bidding among sergeants; or,
- (2) submitting a qualified and eligible officer from the approved promotional list for the Riverboat Unit for promotion to the rank of Sergeant, and if such person is a Riverboat Unit Officer, then his vacant position shall be filled by seniority bidding among Troopers and Special Agents.

**2. Trooper/Agent Seniority Advancements**

A. Effective July 1, 1991, there shall be a SEVENTY-FIVE DOLLAR (\$75.00) monthly wage increase for Agents at the seven (7) year level of service. This applies only to Agents who have not previously attained the "Senior Agent" level. At the seven (7) year level of service, Agents shall be recognized as "Senior Agent."

- (1) Effective July 1, 1998, there shall be a SEVENTY-FIVE

DOLLAR (\$75.00) monthly wage increase for Troopers at the start of the three (3) year level of service. At the three (3) year level of service, Troopers will be recognized as "Trooper First Class" and receive collar insignia for that level.

(2) Effective July 1, 2003, there will be a an additional FIFTY DOLLAR (\$50.00) monthly wage increase for Troopers at the start of the three (3) year level of service and Agents at the seven (7) year level of service.

B. Effective July 1, 1991, there shall be a FIFTY DOLLARS (\$50.00) monthly wage increase for Troopers/Agents at the fourteen (14) year level of service. This applies only to Troopers/Agents who have not previously attained the "Master Trooper" or "Inspector" level. At the fourteen (14) year level of service, Troopers/Agents shall be recognized as "Master Trooper" or "Inspector", respectively, with Master Troopers receiving collar insignia for that level.

C. Effective July 1, 1992, there shall be a FIFTY DOLLAR (\$50.00) monthly wage increase for Troopers/Agents at the twenty-one (21) year level of service. At the twenty-one (21) year level of service, Trooper/Agents shall be recognized as "Senior Master Trooper" and "Senior Inspector" respectively, with "Senior Master Trooper" receiving collar insignia for that level.

## ARTICLE 29

### 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 **state** holidays or non-working days by the Governor of the State of Illinois or **national holidays as declared** 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**

**Other than those observed holidays identified below,** 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.

**Officers who work a regular tour of duty (eight (8) or ten (10) hours) on Memorial Day, Thanksgiving Day, the day after Thanksgiving, or Labor Day shall receive sixteen (16) hours equivalent time off.**

**Any additional 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.**

**Provided that at least fourteen (14) days advance notice is provided, Administrative and Investigative officers shall be permitted to work the following holidays and receive the appropriate compensation:**

1. **Abraham Lincoln's Birthday**
2. **Independence Day**
3. **Veterans Day**
4. **Election Day**

**Nothing in this Article prohibits the Department's right to require officers to work on holidays.**

## ARTICLE 30

### Overtime

#### 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 18 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 18 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 18.

"Overtime" shall mean hours of work, in increments of one-half (1/2) hour, in excess of eight (8) hours in a work day for officers who work a five (5) day, eight (8) hour shift.

"Overtime" shall mean hours of work, in increments of one-half (1/2) hour, in excess of ten (10) hours in a work day for officers who work a four (4) day, ten (10) hour shift.

"Overtime" shall mean hours of work, in increments of one-half (1/2) hour, in excess of eight and one-half (8 1/2) hours in a work day for administrative officers who work a five (5) day, eight and one-half (8 1/2) hour shift. This includes officers assigned to the Illinois State Police Academy as instructors, students or staff and central office administrative positions.

#### 2. Overtime Compensation

Officers shall be compensated for all authorized hours of overtime work at a rate of pay equal to one and one-half (1 1/2) times the officer's equivalent hourly rate or he shall receive one and one-half (1 1/2) hours of compensatory time off at the option of the officer. After July 1, 2001, cash payment of overtime shall be paid within two (2) payroll periods

from which the overtime hours were worked. (For example: overtime earned during the 1<sup>st</sup> to the 15<sup>th</sup> of July will be paid on or about August 7<sup>th</sup>; overtime earned during the 16<sup>th</sup> to the 31<sup>st</sup> of July will be paid on or about August 22<sup>nd</sup>.)

For fiscal year **2009**, the Department shall fully fund overtime with a budgetary overtime allotment of **(\$6,298,176.00)** for personal services not including retirement and social security payments. For fiscal years **2010**, **2011** and **2012**, the overtime allotment amount shall be **(\$6,581,594.00)**, **(\$6,844,858.00)** and **(\$7,204,213.00)** respectively for personal services not including retirement and social security. These amounts reflect adjustments for cost-of-living allowances and step increases required by this contract. If the Department exhausts the overtime allotment for any of fiscal years **2009**, **2010**, **2011** and **2012** and is not able to pay cash for overtime, officer's overtime shall be compensated at the rate of two (2) hours of compensatory time for each hour worked. During the term of the contract, overtime hours worked in response to natural disasters and prison riots may be compensated for, at the option of the Department, by granting compensatory time subject to Section 3 of this Article. Notwithstanding the foregoing, in a work day in which overtime hours of work occur, the hours of work performed in a hireback program up to the total number of all overtime hours earned in that work day shall be compensated for with pay only at one and one-half (1 1/2) times the officer's equivalent hourly rate.

### **3. Compensatory Time Off**

Each officer may accrue a maximum of two hundred forty (240) hours of compensatory time off, which maximum may temporarily be increased up to a maximum of four hundred eighty (480) hours for a particular officer(s) by the Department in order to meet operational needs. Starting July 1, 2001, compensatory time off shall be taken in increments of one-half (1/2) hour or more at times mutually agreed upon by the Department and the officer provided, however that where an officer's accrued hours of compensatory time off exceeds, one hundred fifty (150), he may be scheduled to take compensatory time off at the sole discretion of the Department upon forty-eight (48) hours notice. The Department may choose to pay an officer for compensatory time off which he has accrued or earned in excess of one hundred fifty (150) hours, and the Department may offer to pay an officer for any accrued or earned compensatory time off.

As an officer approaches retirement, the Department may, at its option, schedule the officer to take his accrued compensatory time off or pay him

therefore.

#### 4. **Distribution of Scheduled 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 patrol officers. The second list will be maintained for the distribution of overtime for investigative officers.

**Effective February 1, 2009, the overtime list maintained in each work location (i.e. District, Zone, Bureau, Command, etc.) will be zeroed, however, the list will be maintained in its current order of personnel. Prior to February 1, 2011, the Lodge will notify the Department as to whether the process of zeroing the list will continue, or return to process as described below.**

##### **A. Scheduled overtime shall be distributed:**

- 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 the scheduled overtime is patrol in nature and all officers available to work scheduled overtime hours on the patrol overtime list decline the opportunity, the Department may contact all qualified officers on any other seniority list maintained in the districts, zones, bureaus or units that are located within or closest to the overtime detail in an effort to determine if any of those qualified officers desire to work the scheduled overtime.**
- 4. If the scheduled overtime is investigative in nature and all officers available to work scheduled overtime hours on the investigative overtime list decline the opportunity, the above described procedure also applies.**
- 5. If all officers available to work the scheduled overtime hours decline the opportunity, the Department reserves the right to assign the overtime by other means or shall**

assign the scheduled overtime in reverse seniority order to the least senior qualified and available officer who has not previously been directed by the Department to work scheduled overtime. 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 unless the overtime is cancelled or the officer receives a conflicting assignment (i.e. training, court, etc.).

D. In addition, for the purpose of equalizing the total amount of overtime available to each officer, all overtime hours worked, whether scheduled or unscheduled, shall be recorded on each officer's overtime list.

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

F. 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 officers from being assigned scheduled overtime as otherwise provided in this Section.

G. Scheduled overtime means any overtime work which the

Department knows will be needed six (6) hours in advance of the start of the shift in which it occurs and shall not include overtime which the officer cannot decline to work. (For example: overtime resulting from natural disasters or prison riots.)

H. Where the Department fails to offer an overtime opportunity to an eligible and qualified officer in accordance with the foregoing, the appropriate remedy shall be limited to leaving the officer at the top of the rotation list until he receives an overtime opportunity of equivalent duration, except where the Department knows of the overtime opportunity fifteen (15) days in advance thereof. In such case, the officer shall be awarded the lost pay or compensatory time off.

I. 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.

2. If an officer is already scheduled to work eight (8) hours during his “twenty-four (24) hour day” and that officer is next on the list to receive an overtime assignment, the officer will be contacted but has the option to reject the overtime offer and receive an “unavailable” notation entered into the overtime log. If an officer’s scheduled work shift begins within six (6) hours of the end of the scheduled overtime assignment, the officer cannot be forced to work the assignment. Officers can accept overtime as long as the total number of hours worked does not exceed sixteen (16) hours in a twenty-four (24) hour period.

**3. When an officer is scheduled to take an additional work day off (509, 521, 503, etc.), the officer is to be considered “unavailable” for the remainder of his “twenty-four (24) hour day”. Additionally, all attached days off, including 501’s, will be considered “unavailable” for scheduled overtime purposes.**

**4. Officers may reject the “unavailable” status during extra days off. At the time of the authorization for additional time off, the requesting officer is responsible to notify their supervisor of their desire to remain “available”. Notification must be in writing to the authorizing supervisor.**

**J. Hireback or regular scheduled overtime details will be performed only by bargaining unit members except during hireback details where the Department will continue to provide one (1) supervisor for every five (5) RC-164 FOP bargaining unit members.**

**5. Standby Pay**

Officers assigned by a superior to serve as duty officers (Activity Code 452), on regular days off (Activity Code 501) and holidays (Activity Code 509); and officers who are restricted to their residence and assigned by a superior to emergency standby duty (Activity Code 451) outside of their normal hours of work, shall receive compensation at the rate of one (1) hour of pay or compensatory time at the officers option after two (2) hours of standby and up to eight (8) hours, two (2) hours after ten (10) hours of standby and up to sixteen (16) hours and three (3) hours after eighteen (18) hours of standby and up to twenty-four (24) hours. This entitlement to standby pay shall be repeated in the same allocation for all subsequent standby hours after twenty-four (24) hours. Standby hours shall not otherwise be considered hours of work for the purposes of this Article. Officers must be ordered by, or received express approval of, a superior to be in such standby status.

**6. 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 31**

### **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 32**

### **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 33**

### **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 34**

### **Travel Time**

In the case of officers within the Division of Operations who are assigned primarily to patrol duties, time spent in travel to and from their regular assignments, when in uniform and in Departmental vehicle, shall be considered hours of work for the purpose of Article 30.

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 35**

### **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 36

### 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 37

### Duration

**1. Term of Agreement**

This Agreement and its provisions shall be effective on July 1, **2008**, except as otherwise provided herein, and continue in full force and effect until 12:00 midnight on the 30th day of June, **2012**, or any June 30th thereafter. 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 38

### Transfers

There shall be no cadet assigned to a position if a bargaining unit member has properly submitted a transfer request for that position, except where a cadet has a specific targeted skill that is needed for the position and no bargaining unit member has the same skill level. Targeted skills may include but are not limited to language proficiency and aviation skills. A bargaining unit member may submit a transfer upon assignment to a new district and will be eligible for transfer as permitted by policy.

There shall be no Trooper designated as a Special Agent if an existing Special Agent has properly submitted a transfer request for that position.

There shall be no Trooper promoted to the rank of Sergeant within a District if an existing Sergeant has properly submitted a transfer request for that position.

There shall be no Special Agent promoted to an Investigative Sergeant's position if an existing Investigative Sergeant has properly submitted a transfer request for that position.

The above transfer rights apply only to Inter-District and Inter-Zone transfers.

**Intra-Zone Transfers –Zone vacancies shall be posted internally. Officers performing the same duties in other work locations within the zone shall be permitted to transfer to vacancies closer to their residence (excluding multi-jurisdictional task force positions).**

**Officers who are promoted to Sergeant must wait one (1) year following a promotion to Sergeant prior to applying for a transfer to a District or Zone. Sergeants must be on a transfer list prior to the transfer being approved. This provision does not apply to Staff Officer positions.**

**Transfers resulting from circumstances which require the immediate transfer of the officer shall be exempt from the one (1) year restriction.**

## ARTICLE 39

### Selection for Investigative Assignments

It is understood and agreed that the Department will routinely administer a competitive Special Agent examination. It is further agreed the top **ten (10)** scoring eligible candidates applying for a posted position will be equally eligible for the assignment. A candidate below the top **ten (10)** applicants may be selected when that candidate is substantially more qualified, as evidenced by possession of the qualifications listed in the posting, than the top **ten (10)** applicants. In determining qualifications, the Department shall not be arbitrary or capricious, but shall consider each officer's past performance, abilities, experience, skills and training.

The competitive Special Agent examination shall be given within one hundred eighty (180) days of the signing of the collective bargaining agreement and no more than twenty-four (24) month intervals thereafter. These competitive examinations will consist of oral and written components. **Additionally, there shall be a longevity component consisting of a maximum of five (5) points. The longevity points shall be awarded at a rate of one (1) point per year for every year of service after the completion of three years within the Department.** Examiners involved in the oral component of the examination shall not be aware of the officers' performance scores on the written component until after the oral examination has been completed, and the scores have been finalized.

In the event a vacancy for Investigative Sergeants could not be filled according to Article 38 of this Agreement, the following shall apply:

1. Sergeants who apply to fill a posted vacancy shall be given substantial consideration to fill Sergeant vacancies in investigative units prior to Special Agents on the promotion list to Sergeants being considered. Nothing in this Agreement shall prohibit a Special Agent on the promotion list from applying. Sergeant vacancy postings shall include and provide consideration for supervisory abilities.
2. Troopers (top **ten (10)**) who are eligible (on the list) and who apply to fill a posted vacancy, will be given consideration to fill Special Agent vacancies in the investigative units prior to Sergeants being considered.



**President Lindley Parker**  
**Fraternal Order of Police**  
**Troopers Lodge No. 41**  
**5880 South Sixth Street Road**  
**Springfield, Illinois 62703**

**Re: Compensation Day**

**Dear President Parker:**

**On July 1, 2009, and each subsequent year, officers at or above the 12.5 year longevity step shall receive eight (8) hours of compensatory time.**

**Respectfully,**

\_\_\_\_\_  
For and On Behalf of the  
Illinois State Police  
Date: \_\_\_\_\_

ACCEPTED AND AGREED:

\_\_\_\_\_  
For and On Behalf of the  
F.O.P., Troopers Lodge No. 41  
Date: \_\_\_\_\_

President Lindley Parker  
Fraternal Order of Police  
Troopers Lodge No. 41  
**5880 South Sixth Street Road**  
Springfield, Illinois 62703

**Re: FLSA Compensatory Time Off, Accrual and Scheduling**

Dear President Parker:

Reference is made to our recently concluded labor negotiations.

It is our understanding that the Lodge has agreed on behalf of itself, and the officers within the bargaining unit represented by the Lodge, that the Department, notwithstanding any provisions of a Labor Agreement to the contrary, may require officers to take accrued compensatory time off wherever such is necessary to keep total accumulation of compensatory time off below 480 hours, where such compensatory time off:

1. is earned subsequent to the effective date of the amendments to the Fair Labor Standards Act whereby the Act was made applicable to state and local governments; and
2. has, been or is hereafter, earned in connection with the performance of overtime as that term is defined for law enforcement officers under the Act and applicable regulations.

**In scheduling officers to take such compensatory time off, the Department will make a good faith effort to give the officer 24 hours notice thereof.**

Respectfully,

\_\_\_\_\_  
For and On Behalf of the  
Illinois State Police  
Date: \_\_\_\_\_

ACCEPTED AND AGREED:

\_\_\_\_\_  
For and On Behalf of the  
F.O.P., Troopers Lodge No. 41  
Date: \_\_\_\_\_

President Lindley Parker  
Fraternal Order of Police  
Troopers Lodge No. 41  
**5880 South Sixth Street Road**  
Springfield, Illinois 62703

**Re: PFIT**

Dear President Parker:

During the recent negotiations, you have expressed concern that the Department's current or future physical fitness standards will be imposed pursuant to its management rights under Article 4 of the Agreement in such a manner as to immediately require compliance with and the achievement of unrealistic goals. You have further expressed concern that the current personnel, particularly older officers, will be discharged if they fail to immediately meet such standards.

In order to allay this concern, during the terms of the Collective Bargaining Agreement which we have entered into this date, 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.

With regard to its current physical fitness inventory testing program, please be advised that the Department intends to offer a series of incentives of its choosing to help encourage full participation and provisions for officers to obtain waivers of participation based upon medical reasons.

We trust the foregoing will serve to satisfy the concerns of your membership.

Respectfully,

\_\_\_\_\_  
For and On Behalf of the  
Illinois State Police  
Date: \_\_\_\_\_

ACCEPTED AND AGREED:

\_\_\_\_\_  
For and On Behalf of the  
F.O.P., Troopers Lodge No. 41  
Date: \_\_\_\_\_

Mr. James Seiber  
Executive Director  
State Police Merit Board  
3180 Adolff Lane, Suite 100  
Springfield, Illinois 62703-4464

**Re: Promotional Testing**

Dear Mr. Seiber:

As the result of recent collective bargaining with Trooper’s Lodge No. 41, Fraternal Order of Police, the parties have jointly agreed that all promotional testing with respect to collective bargaining members be conducted on Tuesdays, Wednesday, and Thursdays of the work week. During bargaining sessions the Department expressed its concern over maintaining manpower/staffing levels within the districts when such testing occurs during periods when demands for service in the districts are at their peak. Numerous ideas were exchanged to address this concern.

At the conclusion of these discussions, it was jointly agreed that moving test dates to these three days of the work week would help alleviate some of the problems associated with officers taking such examinations during their work day.

It is my understanding this proposal was discussed with you during the collective bargaining sessions, and that you had indicated these steps will not be problematic for the State Police Merit Board. Thank you for working with the parties to ensure this term of our new agreement continues in effect.

Respectfully,

\_\_\_\_\_  
For and On Behalf of the  
Illinois State Police  
Date: \_\_\_\_\_

ACCEPTED AND AGREED:

\_\_\_\_\_  
For and On Behalf of the  
F.O.P., Troopers Lodge No. 41  
Date: \_\_\_\_\_

President Lindley Parker  
Fraternal Order of Police  
Troopers Lodge No. 41  
**5880 South Sixth Street Road**  
Springfield, Illinois 62703

**Re: Promotions (4 years)**

Dear President Parker:

This letter is to memorialize an agreement reached during recent bargaining sessions concerning Trooper/Special Agent to Sergeant promotions. The applicable policy shall reflect that no sworn officer will be promoted until he/she has served a minimum four (4) years ISP sworn service. The Director agrees to comply with this policy during the term of this contract. This agreement in no way precludes an officer from participating in promotional testing.

Respectfully,

\_\_\_\_\_  
For and On Behalf of the  
Illinois State Police  
Date: \_\_\_\_\_

ACCEPTED AND AGREED:

\_\_\_\_\_  
For and On Behalf of the  
F.O.P., Troopers Lodge No. 41  
Date: \_\_\_\_\_

Captain Leo Thomas  
Office of Labor Relations and  
Special Projects  
**801 South 7<sup>th</sup> Street, Suite 501-A**  
Springfield, Illinois 62794

**Re: Reassignments**

Gentlemen:

The Lodge agrees the Department currently possesses the right to reassign officers for performance deficiencies, including reassignment to positions with lower pay. When the Lodge determines that such a transfer was made according to departmental policy, the Lodge will not challenge the transfer.

Respectfully,

\_\_\_\_\_  
For and On Behalf of the  
F.O.P., Troopers Lodge No. 41  
Date: \_\_\_\_\_

ACCEPTED AND AGREED:

\_\_\_\_\_  
For and On Behalf of the  
Illinois State Police  
Date: \_\_\_\_\_

**President Lindley Parker**  
**Fraternal Order of Police**  
**Troopers Lodge No. 41**  
**5880 South Sixth Street Road**  
**Springfield, Illinois 62703**

**Re: Retroactivity**

**Dear President Parker:**

**Officers who worked on Labor Day shall receive sixteen (16) hours of holiday time.**

**Respectfully,**

\_\_\_\_\_  
For and On Behalf of the  
Illinois State Police  
Date: \_\_\_\_\_

ACCEPTED AND AGREED:

\_\_\_\_\_  
For and On Behalf of the  
F.O.P., Troopers Lodge No. 41  
Date: \_\_\_\_\_

**President Lindley Parker**  
**Fraternal Order of Police**  
**Troopers Lodge No. 41**  
**5880 South Sixth Street Road**  
**Springfield, Illinois 62703**

**Re: Side Letters**

**Dear President Parker:**

**The Department and the Lodge will, within 180 days of the ratification of this contract, meet and confer to identify all existing Side Letters of Agreement or Memorandums of Understanding within each District, Zone, Bureau, or Command. The identified Side Letters and Memorandums of Understanding shall remain intact unless both parties agree to negotiate changes.**

**Furthermore, the Lodge and the Department will, within 180 days of the ratification of this contract, meet and confer to identify the travel time “current practice” in District 15 as indicated on page 91 of the 2004 Agreement. The identified current practice shall be documented and disseminated to the District 15 personnel.**

**Respectfully,**

\_\_\_\_\_  
For and On Behalf of the  
Illinois State Police  
Date: \_\_\_\_\_

ACCEPTED AND AGREED:

\_\_\_\_\_  
For and On Behalf of the  
F.O.P., Troopers Lodge No. 41  
Date: \_\_\_\_\_

President Lindley Parker  
Fraternal Order of Police  
Troopers Lodge No. 41  
**5880 South Sixth Street Road**  
Springfield, Illinois 62703

**Re: Travel Time**

Dear President Parker:

**The parties agree to memorialize the following understanding which clarifies Article 34 of this agreement.**

**Section A:**

1. Travel from an officer's residence to and from a federally or non-departmentally funded hireback assignment where overtime will be paid shall be non-compensable subject to Section B below;
2. Travel time in District 15 shall remain in effect as currently practiced;
3. Travel from an administrative officer's residence to and from the primary office to which he is assigned shall be non-compensable subject to Section B below;
- 4. Travel from an investigative officer's residence to and from the office within the Investigative Zone to which he is assigned is non-compensable subject to Section B below. If an investigator is or has been involuntarily assigned to an office more distant than the closest office, any additional travel time incurred beyond the current travel time may be the subject of impact bargaining.**
- 5. Travel from a Riverboat Unit Sergeant's or Riverboat Unit Officer's residence to and from his primary assigned work location shall be non-compensable subject to Section B below;**
- 6. All officers who currently reside outside the district shall choose one of the following options:**

- a. **Travel to and from the district without compensation; or,**
- b. **Relocate to a residence approved by the District Commander which is consistent with the operational needs of the Department.**

**7. Patrol shift bids in District Chicago shall be limited to the sector in which the officer currently resides or the adjacent sector. If, for legitimate operational reasons the District Commander determines an officer is needed in a sector other than the one in which he resides, the officer's travel to and from the other sector shall be compensable.**

**Section B:**

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 and will be compensated accordingly.

Respectfully,

\_\_\_\_\_  
 For and On Behalf of the  
 Illinois State Police  
 Date: \_\_\_\_\_

ACCEPTED AND AGREED:

\_\_\_\_\_  
 For and On Behalf of the  
 F.O.P., Troopers Lodge No. 41  
 Date: \_\_\_\_\_

Agreement  
between the  
Illinois State Police  
and the  
Fraternal Order of Police  
Troopers Lodge No. 41

**Re: Legislation**

In recent collective bargaining talks the parties reached agreement on the terms of a special agent testing and selection process. In the future, legislation may be introduced to eliminate the responsibility of the State Police Merit Board for testing, selection, and appointment of special agents. The Lodge agrees it will not oppose such legislation.

ACCEPTED AND AGREED:

\_\_\_\_\_  
For and On Behalf of the  
Illinois State Police  
Date: \_\_\_\_\_

\_\_\_\_\_  
For and On Behalf of the  
F.O.P., Troopers Lodge No. 41  
Date: \_\_\_\_\_

Memorandum of Understanding  
between the  
Illinois State Police  
and the  
Fraternal Order of Police  
Troopers Lodge No. 41

**Re: Arbitration**

The parties agree that when a request to the Federal Mediation & Conciliation Service (FMCS) is made for a panel of arbitrators, such request shall be forwarded by the requesting party to the representative designated by the other party for that purpose. Such request must be acted upon within ten (10) days of receipt by the other party.

The parties hereby designate their representatives for purpose of this agreement as:

Laner, Muchin, Dombrow  
Becker, Levin & Tominberg Ltd.  
for the Department

Joel A. D'Alba,  
and Asher, Gittler, Greenfield, & D'Alba  
for the Lodge

ACCEPTED AND AGREED:

\_\_\_\_\_  
For and On Behalf of the  
Illinois State Police  
Date: \_\_\_\_\_

\_\_\_\_\_  
For and On Behalf of the  
F.O.P., Troopers Lodge No. 41  
Date: \_\_\_\_\_

