

ILLINOIS STATE POLICE TROOPERS, SPECIAL AGENTS, AND SERGEANTS

Collective Bargaining Agreement
July 1, 2019 - June 30, 2023



**ILLINOIS TROOPERS
LODGE #41**



FRATERNAL ORDER OF POLICE

Collective Bargaining Agreement (RC-164)

between
the

Illinois State Police

and

**Troopers Lodge No. 41,
Fraternal Order of Police**

July 1, 2019 - June 30, 2023

Table of Contents

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

2.	Interrogations	12.
3.	Complaint Requirements	16.
4.	Polygraph	17.
5.	Dissemination of Information to the News Media	17.
6.	Disclosure	18.
7.	Compulsion of Testimony	18.
8.	Drug, Alcohol and Similar Testing	18.
9.	Random Drug Testing.....	19.
10.	Psychiatric or Psychological Evaluations	19.
11.	Exercise of Rights	19.
12.	Criminal Investigations	19.
13.	Suspensions	20.
14.	Global Positioning System (GPS)	20.
15.	Witness Interviews	21.

ARTICLE 8

Grievance and Arbitration Procedure	22.
1. Procedure	22.
2. Cases Involving Merit Board	25.
3. Cases Involving Summary Punishment	25.
4. Expedited Arbitration	26.

ARTICLE 9

Labor Management Conferences	30.
---	------------

ARTICLE 10

Maintenance of Benefits	31.
1. Maintenance of Economic Benefits	31.
2. Established Benefits	31.
3. Retirement in Good Standing	31.

ARTICLE 11

Reductions in Force	32.
----------------------------------	------------

ARTICLE 12

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

ARTICLE 13

Indemnification	36.
------------------------------	------------

ARTICLE 14		
	Bulletin Boards	37.
ARTICLE 15		
	General Provisions	38.
	1. Access and Use of Department Facilities	38.
	2. Notice of Personnel Transactions	38.
	3. Repair/Replacement of Officer's Personal Property	38.
ARTICLE 16		
	Lodge Representatives	39.
	1. Attendance at Lodge Meetings	39.
	2. Grievance Processing	39.
	3. Conventions and Conferences.....	39.
	4. Lodge Negotiating Team	39.
ARTICLE 17		
	Safety Issues	41.
	1. Unsafe Conditions	41.
	2. Safety Committee	41.
	3. Training	41.
ARTICLE 18		
	Seniority	42.
	1. Definition	42.
	2. Probationary Period	42.
	3. Interruption of Seniority	42.
	4. Termination of Seniority	42.
	5. Seniority List	43.
	6. Current Work Shift and Days Off Systems	43.
	7. Rotation of Schedules	45.
	8. Early and Late Shifts Starts and Emergency Call Outs	46.
	9. Split Shifts	46.
	10. Exchange of Shifts, Days Off	47.
	11. Daylight Saving Time	47.
	12. Promotional Exams	47.
	13. Interpreter Call Out	47.
ARTICLE 19		
	Leaves of Absence	48.
	1. Unpaid Leaves	48.
	2. Military Leaves	48.
	3. Jury Duty	49.
	4. Bereavement Leave	49.
	5. Family and Medical Leave	49.
	6. Maternity and Paternity Leave	49.

ARTICLE 20		
	Wages and Additional Compensation	51.
1.	Increases to Basic Salary	51.
2.	FTO/FTA Pay	51.
3.	Hazardous Duty Pay	52.
4.	Longevity Stipend	52.
5.	Shift Differential	52.
6.	Interest on Delayed Back Wages and Monetary Benefits	53.
7.	Ratification Bonus	54.
ARTICLE 21		
	Working Out of Classification	55.
1.	Right of Temporary Assignment	55.
2.	Pay for Temporary Assignments	55.
3.	Specialty Assignment Pay	55.
4.	Successive Assignments	56.
ARTICLE 22		
	Issued Clothing and Equipment	57.
1.	Provision	57.
2.	Maintenance Allowance	57.
3.	Additional Issued Equipment	58.
ARTICLE 23		
	Training	59.
1.	Tuition Reimbursement	59.
2.	Funding	59.
ARTICLE 24		
	Vacations	60.
1.	Accumulation Rate	60.
2.	Scheduling	60.
3.	Vacation Cancellation	61.
4.	Vacation Call-Back	61.
5.	Maximum Accrual	62.
ARTICLE 25		
	Personal Time Off	63.
ARTICLE 26		
	Insurance	64.
1.	Health Care Benefits	64.
2.	Managed Care Plans	64.
3.	Hearing Examinations	64.
4.	Increases in Benefits	64.

5.	Lead and Radon Exposure Testing	65.
ARTICLE 27		
	Pension Benefits	66.
ARTICLE 28		
	Seniority Positions	67.
1.	Position Subject to Seniority Bid	67.
2.	Trooper/Agent Seniority Advancements	69.
ARTICLE 29		
	Holidays	70.
1.	Holidays	70.
2.	Scheduled Day Off	70.
3.	Work on Holidays	71.
ARTICLE 30		
	Overtime	72.
1.	Definitions	72.
2.	Overtime Compensation	72.
3.	Compensatory Time Off	73.
4.	Distribution of Scheduled Overtime	74.
5.	Unavailability for Forceback Overtime	77.
6.	Standby Pay	78.
7.	Consecutive Hours of Work	78.
ARTICLE 31		
	Sick Leave	79.
ARTICLE 32		
	Quantitative Standards	80.
ARTICLE 33		
	Secondary Employment	81.
ARTICLE 34		
	Travel Time	82.
1.	Division of Operations Patrol Officers	82.
2.	Advance Payment for Anticipated Travel	82.
ARTICLE 35		
	Limited Duty	83.
1.	Medical Duty/Medical Review Board	83.
2.	Weapons Possession During Medical Duty Status	83.
3.	Medical/Psychological Fitness for Duty Examinations	84.
4.	Resolution of Leave Disputes	84.

ARTICLE 36		
Savings Clause	.....	86.
1. Savings Clause	.....	86.
2. Unilateral Grant of Benefits	.....	86.
ARTICLE 37		
Duration	.....	87.
1. Term of Agreement	.....	87.
2. Notice of Intent to Terminate or Modify	.....	87.
ARTICLE 38		
Transfers	.....	88.
1. Cadet Assignments	.....	88.
2. Special Agent and Sergeant Promotions	.....	88.
3. Intra-Zone Transfers	.....	88.
4. Promotion and Staff Officer Transfers	.....	89.
5. Residency – Voluntary Transfer Process	.....	89.
6. Residency – Probationary Troopers from the Academy	.....	89.
ARTICLE 39		
Selection for Investigative Assignments	.....	91.
1. Special Agent Vacancy Announcement	.....	91.
2. Investigative Sergeant Vacancy	.....	91.
ARTICLE 40		
Special Details of Short Duration	.....	92.
1. Definition	.....	92.
2. Work Schedule Changes	.....	92.
3. Procedure for Involuntary Schedule Changes	.....	92.
4. Natural Disaster or Crime in Progress Staffing	.....	93.
ARTICLE 41		
Residency	.....	94.
1. Residency	.....	94.
2. Procedures	.....	94.
ARTICLE 42		
Illinois State Fair/DuQuoin State Fair	.....	96.
SIGNED AGREEMENT PAGE	.....	99.
APPENDIX A		
Illinois Labor Relations Board Unit Certification	.....	100.

APPENDIX B

Health Care Benefits..... 102.

SIDE LETTERS

Side Letter and MOU Extension Agreement 121.
Compensation Day 123.
FLSA Compensatory Time Off, Accrual and Scheduling 124.
PFIT 125.
Promotional Testing 127.
Promotions (4 years) 128.
Reassignments 129.
Side Letters 130.
Travel Time 131.

MEMORANDUMS OF UNDERSTANDING

Arbitration 133.
CVEO Scheduled Salary 134.
State Fair Force Back Eligibility Lists 135.
Credibility Check Appeals Process (Giglio) 137.

SALARY SCHEDULES 138.

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 November 12, 2019, for the contract period July 1, 2019 thru June 30, 2023.

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. **To the extent required by the Illinois Public Labor Relations Act, the Department shall bargain in good faith with the Lodge over modifications, deletions, or additions to policies, procedures, rules, and regulations which affect terms and conditions of employment.** 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 Voluntary Proportionate 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. **The Department also agrees to deduct voluntary proportionate share fees set by the Lodge from the pay of those officers who voluntarily elect to pay such fees in exchange for services provided and determined by the Lodge.** Request for any of the above **dues, assessments or fees** 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 **and voluntary proportionate share fees** 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. Notification

Within thirty (30) calendar days of the date on which an officer joins or leaves the RC-164 bargaining unit for any reason (e.g., new hires; promotion; demotion; or transfer into or out of a unit position; termination; voluntary resignation, etc.), the Department shall provide the Lodge with written notification of the same, shall identify the personnel action taken and shall identify the officer.

Within thirty (30) calendar days of the date on which any member of the RC-164 bargaining unit becomes a member of the Lodge or notifies the Department that he no longer wishes to be a member of the Lodge, the Department shall provide the Lodge with written notification of the same and shall identify the officer.

The Department shall provide the Lodge with a list of all RC-164 bargaining unit members on a quarterly basis, showing the amounts of the monthly dues, assessments, and fees paid for by each officer under this Article.

The Comptroller will continue to provide to the Lodge a monthly computer report for the bargaining unit listing each officer and the amount deducted for dues.

4. 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 **an initiation Report with Division of Internal Investigation.** 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. **The initial (fact finding) inquiry request to the officer will be by written order of a supervisor. Such written order shall contain sufficient information about the incident giving rise to the inquiry for the officer to compose the fact finding memorandum.**
- C. No internal investigation will be conducted and no discipline may be issued unless **an** initiation report has been **completed with the Division of Internal Investigation.**
- 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 dependent upon the type of case, but may include arrest and case reports, medical records, statement of witnesses and complainants, video and audio tapes, and photographs. The list is illustrative only and is not to be considered exclusive or exhaustive.

- (2) No officer will be required to participate in an Administrative Interview to answer any allegation of misconduct unless it is supported by an affidavit, except as specified in **Section 3** of this **Article**, 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.
- I. **The Department shall not charge an Officer with any rule of conduct violation related to untruthfulness, unless it has determined that: (1) the Officer willfully made a false statement; and (2) the false statement was made about a fact that was material to the incident under investigation.**

J. An Officer will not be charged with making a willfully false or incomplete statement based on inconsistencies between the Officer's statement and any recordings of the Officer's statements, actions or interactions during the incident under investigation, unless the Department determines that circumstances are such that the untruthfulness or incompleteness is not reasonably attributable to an innocent failure of memory or difference of perception.

K. 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.

L. A Misconduct Allegation Settlement Agreement (MASA), is an opportunity for an officer and the Department to resolve open discipline cases by agreeing to a lesser level of discipline than what is originally identified in a complaint. The MASA is intended to benefit the accused officer by allowing the officer to avoid an investigation and the discipline process by admitting to wrongdoing and accepting discipline at a level that is one step lower than the disciplinary level sought by the Department. The MASA benefits the ISP by resolving discipline cases from Level 1 to Level 4, resulting in a suspension of 30 days or less. A MASA is not available for criminal allegations. A MASA will be completed within 30 days following an officer's acceptance to participate in the process unless mutually agreed otherwise.

Where the Department declines to offer an officer the option of a Misconduct Allegation Settlement Agreement, the reasons for that decision shall be stated in writing and provided to the officer and the Lodge.

If it is determined an allegation of misconduct is eligible for the MASA Process, DII will contact the affected officer's Chain of Command with the appropriate Rule of Conduct violations. When a work unit commander offers a MASA to the accused officer, the offer will not be retracted or rescinded. Upon being offered a MASA, the officer will be allowed to consult with a Lodge representative during the MASA process. Once agreement between the officer and work unit commander is reached as to the

level of discipline, the officer shall be served with the discipline within 14 days of the officer's signature of agreement. If an agreement is not reached or the Officer declines to continue, any admissions or disclosures made by the Officer during the MASA process regarding the underlying conduct shall not be used against the Officer.

Any changes to the MASA process, affecting terms and conditions of employment, are subject to negotiations.

3. Complaint Requirements

Complaints against Department members shall meet one of the following requirements:

A. A written complaint from a person having direct personal knowledge of the facts of the complaint supported by a sworn affidavit. Direct personal knowledge includes review or possession of independent corroborative evidence.

B. A written complaint filed and signed by the Department member, whether or not supported by a sworn affidavit. The Department member must have direct personal knowledge of the facts of the complaint. Direct personal knowledge includes review or possession of independent corroborative evidence. Complaints shall not be supported by Hearsay evidence.

C. 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.

D. The Director may in his sole discretion make exceptions to the one hundred eighty (180) day limit, but extensions, with the identification of the extenuating circumstances, 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.**

4. 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.

5. 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.

6. 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.

7. 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.

8. Drug, Alcohol and Similar Testing

A. For Cause Drug and Alcohol 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.

B. On Duty Deadly Force Incident Drug and Alcohol Testing

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.

9. 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.

10. 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.

11. 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.

12. 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.

13. Suspensions

- A. An officer will not be suspended for a Level 6 or less Misconduct until after one of the following events has occurred:
- (1) Discipline imposed within the Director's authority (30 day suspension or less) has become final because either it was agreed upon, no appeal was taken to the ISP Merit Board, or the ISP Merit Board within its discretion declined to hear the matter; or
 - (2) The ISP Merit Board has issued a final decision in accordance with its rules.
- B. An officer will not be suspended for a Level 7 Misconduct (termination offense) prior to a final decision by the Merit Board, unless the Director in his discretion orders the suspension to begin upon the filing of the Merit Board Complaint based upon exceptional circumstances. Exceptional circumstances include, but are not limited to, situations where the officer is considered a threat to the safety of the officer, the public, other employees, or departmental operations, the officer failed a drug test, or the officer has been charged with a criminal offense arising out of the same incident for which termination is sought and the severity and nature of the offense warrant prompt action. If the Director orders the suspension to begin upon the filing of the Merit Board Complaint, the Department will provide written notification of the suspension and the exceptional circumstances to the Lodge prior to the start of the suspension.

14. Global Positioning System (GPS)

Many of the electronic devices currently in use by Law Enforcement for communications, video recording, and dispatching have built in GPS tracking components that cannot be altered or modified to remove storage of the GPS data. The Department shall not use stored GPS data to discipline an officer.

GPS data may be monitored in real time. Real time GPS data shall not be used as the sole reason for issuing discipline against an officer.

15. **Witness Interviews**

The Employer agrees that upon request of an employee who has a reasonable fear that discipline may result from being interviewed as a witness in a non-criminal investigation, will be permitted to have union representation or an attorney present when the subject matter of the interview involves another employee. The right to such representation shall not unreasonably delay the interview. The employee shall not be required to disclose the basis of the reasonable fear to the Department.

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 parties shall schedule a hearing date with the selected arbitrator within 60 days of arbitrator selection.

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 parties agree to use the following expedited arbitration procedure for the purpose of resolving grievances under Articles 11, 18 and 42; grievances involving a risk of irreparable harm to one or more bargaining unit members; or other grievances upon mutual agreement.

Grievances defined above, may be filed by the union directly at Step 3 of the grievance process 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.

A. The Director or his designee shall meet with the Lodge representative(s) within ten (10) calendar days of the grievance being filed directly at Step 3, at a convenient time and place selected by the Department. The purpose of the meeting is to discuss the grievance and to make good faith efforts to reach a mutually agreeable resolution.

B. If the grievance remains unresolved following the Step 3 meeting, the Director or his designee shall issue a written response within three (3) calendar days of the Step 3 meeting date.

C. If the written Step 3 response is not accepted by the union, the grievance may be advanced to the Expedited Arbitration process by written notice to the Department within three (3) calendar days of the receipt of the Step 3 written response of the Director or his designee.

D. The parties shall select an arbitrator by mutual agreement or by appointment from an FMCS panel selected pursuant to Article 8 within ten (10) calendar days of the receipt of the union's notice advancing the grievance to Expedited Arbitration. If the parties are unable to obtain an arbitrator who is willing and able to handle the grievance on an expedited basis as directed herein, they shall make all reasonable efforts to obtain such an arbitrator as soon thereafter as possible.

E. Disputes about whether any grievance is eligible for expedited arbitration under this Article 8, Section 4 shall be resolved through a telephonic hearing held within seven (7) calendar days of the date on which the parties select an arbitrator or as otherwise mutually agreed. The Arbitrator shall provide his/her decision as to whether the matter should proceed through expedited arbitration at the conclusion of that telephonic hearing.

F. The parties shall make all reasonable efforts to commence the arbitration hearing within thirty (30) calendar days; but no more than sixty (60) calendar days of the selection of the arbitrator or

the telephonic hearing, unless mutually agreed upon otherwise.

G. The parties will endeavor to respond to all requests for information fourteen (14) calendar days prior to the hearing date and will endeavor to agree to stipulated facts and an issue statement in advance of the hearing.

H. The hearing shall be informal.

I. Formal rules of evidence shall not apply.

J. The parties will endeavor to limit the number of witnesses.

K. Unless the parties agree otherwise, or the Arbitrator orders otherwise, the parties shall not file post-hearing briefs. The parties may submit oral closing arguments at the close of the hearing. Post-hearing briefs agreed upon by the parties or ordered by the Arbitrator shall be concise and shall be submitted within seven (7) calendar days following the close of the hearing.

L. Barring exceptional circumstances, the hearing shall normally be completed in one day.

M. The arbitrator shall be encouraged by the parties to issue a bench decision orally at the conclusion of the hearing. If the arbitrator prefers to issue a written decision, the arbitrator shall do so within two (2) weeks of the hearing.

N. A written copy of the arbitrator's decision will be provided to the parties.

O. An expedited decision by the arbitrator shall be final and binding as to the specific grievance presented, but shall not be regarded as precedent.

However, in the event that the issue raised in the expedited arbitration is one which is likely to arise again in the future and requires the parties to have clear guidance on the application of the contract language that was the subject of the expedited arbitration, the parties may, by mutual agreement, adopt the arbitrator's ruling as precedent setting.

If the parties do not agree to adopt the arbitrator's decision as

precedent setting, then at the request of either party, the parties shall proceed to regular arbitration under this article on the underlying issue and/or disputed contract language, using the same arbitrator so that he/she may issue a precedent setting, final and binding award with the benefit of a fully developed record and briefing by the parties. This arbitration award will apply prospectively only and will not affect the original expedited resolution.

The decision to adopt the arbitrator's award as precedent setting or to proceed to regular arbitration must be communicated in writing within fourteen (14) calendar days of the party's receipt of the arbitrator's award.

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. Maintenance of Economic Benefits

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. Established Benefits

The following benefits, established by the Department, shall be maintained during the term of this Agreement, unless the parties reach a contrary agreement:

- A. Pre-retirement seminars for officers and spouses.
- B. Established break periods during regular working hours.
- C. Provision for meals and lodging while traveling overnight away from home for job training or Department business.
- D. Use of departmental gyms during off-duty hours subject to availability and other reasonable rules governing use.

3. Retirement in Good Standing

Where a denial of retirement “in good standing” is due to pending criminal investigations or charges (including cases in which the denial is attributed to pending administrative investigations or charges directly related to the pendency of the criminal investigation or charge), and the officer is not found guilty of the charges, or of related charges which, if found guilty, would normally result in a termination decision before the State Police Merit Board, the officer will be designated as having retired in good standing.

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:
 - B. Actions of any kind by the Department or the State of Illinois against the officer.
 - C. Actions of any kind by the officer against the Department or the State of Illinois.
 - D. Actions of any kind resulting from the intentional, willful or wanton misconduct of the officer.
 - E. Defense of any criminal action unless the Department determines in its judgment that the officer was acting within the scope of his employment.
1. 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. **In cases of negligence, the Department shall specifically identify to the officer, all reasons known at the time the determination of negligence was made.**

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

A. 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.

B. The Department shall establish and maintain seniority lists of qualified volunteer training instructors for each certified course of instruction. If there are no volunteers or an insufficient number of volunteers for a block of instruction, the work unit shall make the assignment in reverse seniority order, unless operational needs require otherwise. The least senior officer, who has not previously been directed by the work unit to instruct the specific block of instruction, shall be assigned.

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 used them **as of July 1, 2015.**

(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.

C. 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.

D. Days off schedules and shift assignments shall be determined **by seniority** as listed in Section **1** of this **Article**, 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 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 section **6B** impacts Management's rights under Article 2, Section 4, or Section 8 under this Article.

E. Accumulated time off requests that are received more than 30 days in advance of the requested day shall be granted **or denied based on legitimate operational needs, within (15) working days of the date the request was made.**

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.

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.

6. **Maternity and Paternity Leave**

All employees who provide proof of their pregnancy or that of their female partner at least 30 days prior to the expected due date will be eligible for **ten (10) weeks (50 work days)** of paid maternity/paternity leave for each pregnancy resulting in birth or multiple births. Should both parents be employees, they shall **each be eligible for ten (10) weeks (50 work days) of paid maternity/paternity leave which may be taken consecutively or concurrently.** No employee will be allowed to take less than a full work weeks (5 consecutive days). Regardless of the number of pregnancies in a year, no employee shall receive more than **ten (10) weeks (50 work days)** of paid leave under this Section per year. The State shall require proof of the birth. In addition, non-married male employees may be required to provide proof of paternity such as a birth certificate or other appropriate documentation confirming paternity. Leaves under this Section shall also be

granted in cases of a full term still born child **for a maximum of five (5) weeks (25 work days).**

All bargaining unit members are eligible for **ten (10) weeks (50 work days)** of paid leave with a new adoption, with the leave to commence when physical custody of the child has been granted to the member, provided that the member can show that the formal adoption process is underway. In the event the child was in foster care immediately preceding the adoption process the leave will commence once a court order has been issued for permanent placement and the foster parent has been so notified of their right to adopt as long as the foster child has not resided in the home for more than three (3) years. The agency personnel office must be notified, and the member must submit proof that the adoption has been initiated. Should both parents be employees, they shall **each be eligible for ten (10) weeks (50 work days) of maternity/paternity leave which may be taken consecutively or concurrently.** No employee will be allowed to take less than a full work week (5 consecutive work days). Regardless of the number of adoptions in a year, no individual shall receive more than **ten (10) weeks (50 work days)** of paid leave under this Section per year.

Maternity /Paternity leave is for the purpose of bonding with the new member of the household. Employees are not eligible for the above referenced leave in the event the adoption is for a step-child or relative with whom the employee has previously established residency for a period of one (1) year or more.

ARTICLE 20

Wages and Additional Compensation

1. Increases to Basic Salary

A. Base Wages

(1). Fiscal Year 2020:

Effective January 1, 2020, the base salary of officers covered by this Agreement shall be increased by one and one half percent (1.5%).

(2). Fiscal Year 2021:

Effective July 1, 2020, the base salary of officers covered by this Agreement shall be increased by two and one tenth percent (2.1%).

(3). Fiscal Year 2022:

Effective July 1, 2021, the base salary of officers covered by this Agreement shall be increased by three and ninety five hundredths percent (3.95%).

(4). Fiscal Year 2023:

Effective July 1, 2022, the base salary of officers covered by this Agreement shall be increased by three and ninety five hundredths percent (3.95%).

B. Step Increases

In addition, employees will receive the step increases as set forth in the salary schedules in each fiscal year covered by the agreement.

2. 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.

Effective July 1, 2014, each officer shall receive a \$350.00 annual stipend for hazardous duty pay. **Effective July 1, 2020, each officer shall receive a \$500.00 annual stipend for hazardous duty pay.**

Effective July 1, 2019, each officer shall receive a \$100.00 monthly stipend for hazardous duty pay.

Upon ratification, the monthly stipend for hazardous duty pay shall be increased from \$100.00 per month to \$200.00 per month.

4. Longevity Stipend

Effective July 1, 2014, employees who have reached the 21 year step and beyond on the salary schedule, will receive an additional twenty-five (\$25) dollars per month added to their salaries.

Effective July 1, 2020, employees who have reached the 21 year step and beyond on the salary schedule, will receive an additional twenty-five (\$25) dollars per month added to their salaries.

Effective July 1, 2022, employees who have reached the 21 year step and beyond on the salary schedule, will receive an additional twenty-five (\$25) dollars per month added to their salaries.

5. Shift Differential

Officers who are permanently assigned to the midnight shift shall receive a total of seventy-five (75) cents per hour for all hours worked during the period of assignment. All officers assigned to the afternoon shift shall receive a total of fifty (50) cents per hour for all hours worked during the period of assignment. Said increases will 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. and the afternoon shift is defined as a work shift in which a minimum of half of the scheduled hours fall between the hours of 3 p.m. and 11 p.m.

6. **Interest on Delayed Back Wages and Monetary Benefits**

- A.** **All arbitration awards or other settlements providing for the payment of any negotiated salary, wage rate(s), or any other monetary or economic benefit required under this Agreement shall be paid in full to an officer within 120 calendar days of the date of the award or settlement, unless a different period of time is agreed to by the Lodge and the Department. Failure to pay within the period of time required by or otherwise agreed to under this Paragraph will invoke the interest provisions of Paragraphs B or C of this Section.**
- B.** **For claims submitted to the Department of Central Management Services (“CMS”) by the Department (i.e. ISP) for payment from any fund, and subject to the provisions of 20 ILCS 405/405-105(13), any officer who is not paid the negotiated salary, wage rate(s), or any other monetary or economic benefit required under this Agreement shall be paid interest accrued at a rate of 6% per annum for the period of time beginning with the first calendar day following the expiration of the 120-day payment period (or other period agreed to by the parties) required by Paragraph A of this Section, and ending on the date claims are received by CMS from the Department. The requirement to pay interest pursuant to this Paragraph shall be in addition to – not in lieu of – the requirements of 20 ILCS 405/405-105(13).**
- C.** **For claims submitted directly to the Comptroller by the Department (i.e., ISP) for payment from any fund, any officer who is not paid the negotiated salary, wage rate(s), or any other monetary or economic benefit required under this Agreement shall be paid interest accrued at the rate of 6% per annum for the period of time beginning with the first calendar day following the expiration of the 120-day payment period (or other period agreed to by the parties) required by Paragraph A of this Section, and ending on the date claims are received by the Comptroller from the Department.**
- D.** **The provisions of this Section shall not apply in the event an interest arbitration award/decision is affirmed by a circuit court pursuant to Section 14 of the Illinois Public Labor Relations Act.**

7. Ratification Bonus

Within 120 days of the ratification of this agreement, each employee included in the RC-164 bargaining unit on the date of ratification will receive a stipend of \$2,500. The stipend will be prorated by 25% for each fiscal year in which the member worked at least one day in the RC-164 bargaining unit from July 1, 2015, to June 30, 2019.

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

A. 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.

B. Where a Trooper is assigned by a Command Officer and held accountable as Shift Commander for up to one-half (1/2) of the shift, the Trooper shall be compensated one-half (1/2) hour of overtime. Where a Trooper is assigned by a Command Officer and held accountable as Shift Commander for one-half (1/2) a shift or more, he shall be compensated one (1) hour of overtime.

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. **In cases of negligence, the Department shall specifically identify to the officer, all the reasons known at the time the determination of negligence was made.**

The State will take no action to recoup the costs of lost or damaged equipment while a grievance over the negligence determination is pending. Such grievance shall not be unreasonably delayed.

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, 2015, and annually thereafter, each officer in active duty as of July 1 each year shall be entitled to an annual clothing maintenance allowance of \$600 and each plainclothes officer in active duty as of July 1 of each year shall receive an annual clothing allowance of \$500.

Payments made in accordance with this Section shall be received no later than October 1 of each fiscal year.

B. 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 **new** boots (Rocky style) and the boots will be replaced **with new boots** when worn out.

B. In recognition of the Department's obligation under State and Federal disability statutes, when an officer submits a request for an accommodation for an exterior ballistic vest the Department will engage in the interactive process to determine whether the requested accommodation is reasonable and if so will provide an outer vest carrier that conforms to the manufacturer's warranty. For uniformed officers the outer vest carrier will match the uniform shirt to the extent possible. The carrier will be replaced when worn out.

Investigative Officers will continue to be provided outer ballistic vest carriers as currently practiced. The carrier 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:

- A.** FIFTY-FIVE THOUSAND DOLLARS (\$55,000.00) in FY-**20**;
- B.** FIFTY-FIVE THOUSAND DOLLARS (\$55,000.00) in FY-**21**;
- C.** FIFTY-FIVE THOUSAND DOLLARS (\$55,000.00) in FY-**22**;
- D.** FIFTY-FIVE THOUSAND DOLLARS (\$55,000.00) in FY-**23**;

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 **thirty (30)** 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 **thirty (30)** 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.

Officers who work the scheduled number of hours for each calendar year without using any sick leave days as provided under this contract shall be granted **ten (10)** additional hours of personal time to be taken in the next calendar year.

ARTICLE 26

Insurance

1. **Health Care Benefits**

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 **and set forth herein in Appendix B of this Agreement.**

2. **Managed Care Plans**

In accordance with the provisions of Federal law and the regulations thereunder, if applicable, the Employer shall make available the option of membership in qualified managed care plans to employees and their eligible dependents who reside in the service area of qualified managed care plans. Each year the Employer will send a notice to the mailing address of record of all employees informing them of the benefit choice period which shall extend for at least 30 days from the date of the notice. The letter shall inform employees of the website(s) on which information regarding the alternative plans is available and that any individual who wants a hard copy of the information shall be provided such copy upon request.

3. **Hearing Examination**

Employer shall provide employees an opportunity to be given a hearing examination when hearing exams are being given to telecommunicators.

4. **Increases of Benefits**

In the event the Employer voluntarily agrees to give any other bargaining unit under the jurisdiction of the governor whose members are covered by the Illinois Pension Code or the State's Group Health and Life Plan a general wage increase greater than the increases provided for in this Agreement, or gives more favorable treatment for insurance premiums and/or health care plan design, excluding union's opting out of the State Group Health and Life Plan, in a contract that is

negotiated after the effective date of this agreement and expires on or before June 30, 2023, then such increases and/or favorable insurance treatment shall be disclosed to the Lodge, and any such increases and/or favorable insurance treatment shall be afforded to the members of the bargaining unit covered by this agreement.

Any employee who is not paid the negotiated wage rate as scheduled in this Agreement shall not be charged any increased cost for health insurance premiums, co-payments, or deductibles provided for in this Agreement during the period he/she is not being paid the negotiated rate established in the wage and salary schedule.

5. Lead and Radon Exposure Testing

Upon confirmed exposure to levels of lead, radon or other hazardous materials that are determined to be unsafe by the Illinois Department of Labor, the Department shall provide the employee the opportunity to be tested at no cost in accordance with the medically accepted protocols for the specific exposure.

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/Gaming Officer and Riverboat Unit/Gaming 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

1. District Court Officer/Assistant
2. District Fleet Officer/Assistant
3. District Vehicle Investigation Bureau Officer/Assistant
4. District Desk Officer/Assistant
5. District Commercial Vehicle Enforcement Officer
6. Riverboat Unit/Gaming Sergeant
7. Riverboat Unit/Gaming Officer

In Districts with more than one Commercial Vehicle Enforcement Officer (CVEO), half of the CVEO positions shall be filled by seniority bid. The remaining half of the CVEO positions shall be filled using the Department's current process for filling vacant positions. In Districts with an odd amount of CVEO positions, the extra position will be filled by seniority bid.

Troopers/Special Agents assigned as of July 1, 1994, on a permanent basis as Riverboat Unit/Gaming Officer and officers temporarily assigned as of that date as Riverboat Unit/Gaming 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/Gaming after commencement of this contract shall be paid commensurate with his rank. When the Department determines that a Riverboat Unit/Gaming 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/Gaming for promotion to the rank of Sergeant, and if such person is a Riverboat Unit/Gaming 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:

- A. New Year's Day
- B. Martin Luther King's Birthday
- C. Abraham Lincoln's Birthday
- D. George Washington's Birthday
- E. Memorial Day
- F. Independence Day
- G. Labor Day
- H. Columbus Day
- I. General Election Day (on which members of House of Representatives are elected)
- J. Veterans Day
- K. Thanksgiving Day
- L. Friday following Thanksgiving Day
- M. 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 **holiday hours earned within the previous twelve (12) months.**

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:

- A. Abraham Lincoln's Birthday
- B. Independence Day
- C. Veterans Day
- D. 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 1st to the 15th of July will be paid on or about August 7th; overtime earned during the 16th to the 31st of July will be paid on or about August 22nd.)

For fiscal year **2020**, the Department shall fully fund overtime with a budgetary overtime allotment of \$6,000,000.00 for personal services not including retirement and social security payments. For fiscal years **2021, 2022 and 2023**, the overtime allotment amount shall be \$6,000,000.00 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 **2020, 2021, 2022, and 2023** 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. 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.

The officer may choose to cash out up to 150 hours of his accrued

compensatory time by notifying the Department in writing in the month of June each year. The Officer may designate cash out in increments of one-half (1/2) hour increments. The Department must have paid out the officer by October 1st of that same year or be subject to the interest provisions of Article 20, Section 6.

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 **1st of each year**, 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.

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 **an involuntary** 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. Unavailability For Force Back Overtime

In the event an overtime detail cannot be staffed with volunteers, the Department shall staff the detail in accordance with Article 30, Section 4.A.5. The Department will assign the overtime by other means or “force back” the least senior officer who has not been previously forced to work scheduled overtime. There are four situations in which the Department cannot “force back” an officer to work scheduled overtime:

- A. Sick Time: when officers are utilizing 515 Sick Time or 516 Family Sick Time.**
- B. The Six Hour Rule: when an officer’s scheduled work shift begins within six hours of the end of the scheduled overtime assignment.**
- C. Consecutive Hours of Work: when an officer would be scheduled for more than 16 hours in a 24 hour period.**
- D. Attached Additional Day(s) Off: When an officer has been granted an additional day(s) off using accumulated time in conjunction with their regular day(s) off prior to the dissemination of the scheduled overtime details seeking**

volunteers. Any time off request received by the Department after the dissemination will be held until the details are filled and will not prevent the officer from being forced back.

6. 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.

7. 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

1. Division of Operations Patrol Officers

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.

2. Advanced Payment For Anticipated Travel

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

1. Medical Duty/Medical Review Board

During the term of this Agreement, the Department will continue **its practice of providing** 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.

A. Upon receipt of a medical duty evaluation authorizing an officer to work with restrictions, the Department will allow an officer to work in a medical duty assignment with no change to pay or benefits (e.g. insurance or retirement) provided a medical duty assignment suitable to the documented restrictions is available and provided the medical duty evaluation submitted by the officer is properly completed. The assignment may involve changing shifts or work locations to other ISP facilities within a reasonable distance from the officer's current assignment.

B. Travel time while on medical duty status will be non-compensable unless the officer's medical duty assignment includes travel exceeding commute to the officer's work headquarters or office.

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.

2. Weapons Possession During Medical Duty Status

Officers on an approved Medical Leave or Medical Duty assignment are allowed to covertly carry an approved secondary weapon. The officer must have a successfully passed current qualification shoot on record with the approved secondary weapon prior to the event placing the officer on Medical Leave or Medical Duty status. The officer must not be prohibited from carrying a weapon by the restrictions of his/her medical professional, and he/she must physically be able to operate the firearm.

3. Medical/Psychological Fitness for Duty Examinations

When the Department has reason to suspect that an officer is not fit for duty, the Department may place the officer off work with pay pending a determination of fitness for duty by a medical professional practicing in the area of medicine at issue. Such examination shall be paid for by the Employer. If the officer is found to be unfit for duty and does not provide a determination from his treating physician certifying the officer is fit for duty, the officer will be placed off duty using his accumulated time and upon exhaustion of all accumulated time, will be placed off duty on an unpaid medical leave of absence.

Nothing in this Article precludes an officer from applying for or receiving disability leave benefits.

4. Resolution of Leave Disputes

A. In the event of a dispute between the results of a fitness for duty evaluation and the medical evaluation of the Officer's treating physician practicing in the area of medicine at issue, the parties agree to seek and rely on the decision of an impartial physician who is not a state employee and is a medical professional practicing in the area of medicine at issue. Such examination shall be paid for by the Employer. The officer shall be returned to work or placed off duty with pay pending the results of the impartial physician's medical evaluation.

B. If the results of an impartial physician's medical examination provide that the officer is unfit for duty, the officer will be placed off duty using his accumulated time and upon exhaustion of all accumulated time, will be placed off duty on an unpaid medical leave of absence. The officer shall be returned to work upon submitting a properly completed medical evaluation from an impartial physician releasing the officer to return to full or medical duty status.

C. In the case of a dispute involving service connected injury or illness, no action shall be taken which is inconsistent with relevant law and/or regulations of the Illinois Workers Compensation Commission. Such determination shall pertain solely to an

Officers right to be placed on or continued on illness or injury leave, including service connected illness or injury.

ARTICLE 36

Savings Clause

1. Savings Clause

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. Unilateral Grant of Benefits

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 other collective bargaining agreements or imposed as a consequence of an impasse in such negotiations.**

ARTICLE 37

Duration

1. Term of Agreement

This Agreement and its provisions shall be effective on July 1, **2019**, except as otherwise provided herein, and continue in full force and effect until 12:00 midnight on the 30th day of June, **2023**, 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

1. **Cadet Assignments**

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.

Upon graduation from the Academy, but prior to reporting to their first District of assignment, new officers shall be given the opportunity to submit transfer requests on their date of graduation. All voluntary transfer requests submitted under this paragraph will have the same effective date and ranking will be governed by final class standing.

2. **Special Agent and Sergeant Promotions**

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.

3. **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).

4. Promotion and Staff Officer Transfers

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.

When an investigative vacancy exists, a Special Agent, not assigned to a Zone, who has properly submitted a transfer request will be given consideration to transfer into the vacant position prior to posting the position.

5. Residency - Voluntary Transfer Process.

A. If an officer has submitted a Voluntary Transfer Request and is offered the transfer they will be advised about the conditions of the residency exemption process. The Residency Exemption Request must be submitted within one business day of the transfer being offered.

B. If an exemption is requested, the officer will be advised if the exemption is approved or denied within two business days of the request being submitted. Once an officer agrees to the transfer, it becomes binding and the officer must adhere to the terms of the residency requirements within 90 days of the effective date of the transfer.

C. Existing residency exemption requests to the same general geographical area must be approved prior to the approval of request by officers on the Voluntary Transfer List.

6. Residency - Probationary Troopers from the Academy.

A. To facilitate cadet manpower allocations, the Department will notify the lodge of the cut-off date for Voluntary Transfer Requests and new Residency Exemption Requests from officers not on the Voluntary Transfer List.

B. Residency exemptions must be approved according to the date of the request and then by seniority. The residency exemption

process for probationary troopers leaving the Academy will run concurrent with the current Cadet/Probationary Trooper transfer practice.

C. Existing residency requests to the same geographical area must be approved prior to the approval of requests by Probationary Troopers from the Academy.

ARTICLE 39

Selection for Investigative Assignments

1. Special Agent Vacancy Announcement

Any Special Agent vacancies not filled by a transfer as outlined in Article 38 will be posted statewide. The Department will give consideration to the Officer's seniority when evaluating the candidate's qualifications during the interview.

2. Investigative Sergeant Vacancy

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

- A. 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.
- B. Troopers, 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.

ARTICLE 40

Special Details of Short Duration

1. Definition

A Special Detail of Short Duration shall be a non-annual event, not anticipated to reoccur, and not normally exceeding seven (7) days in length which will not exceed eight (8) days without mutual agreement. The Department shall provide officers reasonable advance notice of any anticipated schedule changes. The Department shall staff these details on a voluntary basis using seniority. If the detail requires staffing with officers with special skills as identified by the Department (i.e., K-9 Officers, Crowd Control Teams, but not limited to) the Department shall staff these detail positions on a voluntary basis using seniority. In the event the Department is required to “force” officers or specialists, reverse seniority shall be used.

2. Work Schedule Changes

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.

3. Procedure For Involuntary Schedule Changes

The Department shall attempt to cover staffing shortages resulting in officers working the detail by seeking volunteers from the remaining officers within the District or Zone who are willing to adjust their shifts or day off rotation. In the event the Department is required to “force” officers to cover shifts, the Department may assign the least senior officers from any remaining shifts up to half the number of officers assigned to the detail. If an odd number of officers were assigned, the Department may force one (1) additional officer. For continuity of operations, the Department will attempt to schedule all officers for the same length of workday hours during the detail. The length of workday hours will not exceed those currently in use by patrol districts or zones.

4. Natural Disaster Or Crime In Progress Staffing

Nothing in this agreement shall affect the Department’s ability to staff natural disasters or crimes in progress, e.g., prison riots. The Department maintains the right to respond and staff these emergency type details as it determines appropriate.

ARTICLE 41

Residency

1. Residency

A. In considering an Officer's Request for residency in a given area, the operational needs of the Department will be the primary consideration. The Department will judge whether the request is consistent with the operational needs of the Department, considering, among other things, such factors as distance to the officer's assignment, response times, and the geographical distribution of officers in the same area of assignment. If the request does not materially impair the Department's operational needs, the request will be granted. If the request does materially impair the Department's operational needs, a written explanation will be provided to the Officer.

B. Any Officer granted an exemption to live outside of the geographical boundaries of their unit of assignment will travel on their own time between their residence and the geographical boundary of their unit of assignment and are controlled by the provisions of Section B of the Travel Time Side Letter.

2. Procedures

A. Exemptions to reside outside the boundaries of an assigned work unit will be granted for officers unless one or more of the following condition exist:

(1). If the location of the officer's residence would be more than 30 minutes travel time from the closest work unit border.

To determine travel time to the nearest work unit border, the Department will utilize Google Maps (or a mutually agreed upon alternative commercial mapping program) to calculate the time of travel using existing roadways. The Department will check the travel time on Google Maps or other approved mapping program at a time when there are no traffic obstructions and traffic is flowing freely. The

Department will ensure that the procedure used to calculate travel time is applied consistently across all work units.

If there is a challenge on the accuracy of the time of travel the Lodge and the Office of Labor Relations (OLR) will make the final determination on the official time of travel.

(2). If the request to reside outside of the assigned work unit borders materially impairs the operations of the work unit.

B. In the event a request to live outside of the assigned work unit is denied, written notification and identification of specific material impairment will be made to the effected officer and the Lodge through the Office of Labor relations (OLR).

C. Residency Exemption Requests shall be based on the date submitted by the officer to the work unit. Exemptions will be approved first by date of submission and then by seniority according to the provisions of Article 18.

D. The work unit shall retain a list of all denied residency requests. Previously denied residency requests to the same general area will have priority and be approved prior to new Voluntary Transfers and Probationary Trooper Academy Assignments to the same general area.

ARTICLE 42

Illinois State Fair/DuQuoin State Fair

The Illinois State Fair and the DuQuoin State Fair are annual re-occurring details, not subject to the provisions of Article 40, "Special Details of Short Duration". The parties agree to follow procedures in selecting sworn bargaining unit officers to staff the Illinois State Fair, and the DuQuoin State Fair Details:

1. Officers in each district/zone, except Districts 15 and other Districts not allowed by operational needs, will be permitted to volunteer for the Illinois State Fair and the DuQuoin State Fair.
2. If there are more volunteers in the district/zone than there are allocated work assignments, the most senior qualified officers (districts/zones) who volunteered in the district will be selected for the details.
3. If there are no volunteers or an insufficient number of volunteers for the details, the district/zone shall make the assignment in reverse seniority order. The least senior officer, who has not previously been directed by the district/zone to work the details, the 1994 World Cup Soccer, the 1996 Democratic National Convention, the 2012 Chicago NATO Summit, the 2014 Chicago Fugitive Apprehension Detail, **the 2016/2017 Chicago SURGE Detail** or the Trapshooting Championships, shall be assigned until all officers have been required to work these special details, at which time the process will repeat itself.
4. Officers who possess "specialist" training, i.e., crowd control specialists, canine officers, TRT, SEO, or other similar specialists may be forced to work multiple details if the force is necessary to fill the staffing needs of that specialty position. The Department will rotate specialty position staffing needs to as many qualified and available specialty officers as allowed by operational needs. Any officer who is forced back to fill a specialty vacancy shall have that force back counted for future force backs in non-specialty vacancies.
5. When an officer transfers to a new district/zone, a record of his last force back to a statewide detail shall be indicated to the receiving district/zone. The officer shall be placed on the receiving district/zone's force back list, based upon the detail and year forced; and then seniority. The above procedure does not apply to officers transferring from patrol to investigative assignments or vice versa.

Upon promotion, prior force backs at the previous rank will not be considered.

6. If an officer has to be replaced on a detail, the replacement officer will be selected from the most senior qualified volunteers. If there are no volunteers or an insufficient number of volunteers, the replacement officer will be selected in accordance with subparagraphs 3 or 4.
7. The early details, and the individual officer's duty and shift assignment will be made in accordance with past practice. However, the detail commander will determine which assignments will rotate shifts and which will be permanent for the duration of the detail.
8. The practice of permitting those units (i.e. Canine Officers) that historically do not work the entire detail will continue. Such partial assignment will be consecutive days.
- 9.** **The selection of Safety Education Officers (SEO) to the State Fair or DuQuoin Fair shall be in accordance with the Memorandum of Understanding for SEO Detail Assignments, dated March 24, 2015.**
- 10.** Officers who are required to work a regular day off (eight hours) during the Illinois State Fair and the DuQuoin Fair will receive one day off (eight hours, 505G) for each day off worked upon returning to the officer's permanent duty assignment. Officers who complete their assigned detail will also receive one additional day off (eight hours, 505G). Officers who are authorized to work in excess of any eight-hour shift will be compensated at the appropriate rate. When the officer takes the additional day off, the time off will count as hours worked for the computation of overtime. Time earned at the Illinois State Fair and DuQuoin State Fair must be taken by August 1st of the following year, or it will be forfeited. Officers may request to take the additional day at any time, and the day off request will not be arbitrarily denied.
- 11.** For District 9 officers who are assigned to work the Illinois State Fair detail or District 13 officers who are assigned to work the DuQuoin State Fair detail in its entirety will receive an additional day off (eight hours, 505G). This day shall be in addition to those enumerated above. Such officers will report to their assigned post when their shift is scheduled to begin and will not be compensated for travel time during the detail. Officers will not receive lodging or per diem during the Illinois State Fair detail.

- 12.** A scheduled overtime record will be established for the details and any scheduled overtime that occurs will be offered and/or assigned in accordance with the contract. All computations on the overtime record pertaining to an individual officer will be forwarded to that officer's permanent work location for inclusion of the officer's permanent overtime record.
- 13.** If a block of scheduled overtime is canceled, a notice will be posted in a conspicuous location where the officer(s) is being housed. It is the responsibility of the officer(s) to check the specified location prior to reporting for scheduled overtime. Failure to provide such notice will incur overtime for actual hours worked including travel time to an assigned post.
- 14.** When an overlap between details occurs, the Department will determine through operational need the staffing priority for the details.
- 15.** Officers who fail to receive their per diem check for expenses accrued while working the Illinois State Fair and the DuQuoin Fair by December 1st of the year in which per diem is earned, will receive four additional hours of 505G. This time must be taken by one calendar year from the date available or it will be forfeited.
- 16.** In the event that significant changes to the detail duties, staffing, housing, benefits, responsibilities, or other terms or conditions of employment are imposed on the Department or the members the Lodge, the Department and the Lodge shall meet and negotiate the impact of those changes. If the parties cannot resolve the matter, the issue will be referred to Expedited Arbitration, and resolved subject to the provisions of Article 8 Section 4 of the Agreement.

FOR AND ON BEHALF
OF THE
STATE OF ILLINOIS
ILLINOIS STATE POLICE

Governor

R. F. Key

Director

Mark De

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W

Kell

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M R

S. J. J

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Laurel Waters

B

Buch

James

FOR AND ON BEHALF
OF THE
FRATERNAL ORDER OF POLICE
TROOPERS LODGE NO. 41

FOP President

J

1st VP

2nd VP

M

Trust

Paul

W

Brad

Mike

Mont

Ch

R

Paul

APPENDIX A

Illinois Labor Relations Board Unit Certification

STATE OF ILLINOIS
ILLINOIS STATE LABOR RELATIONS BOARD

STATE OF ILLINOIS, DEPARTMENT OF CENTRAL MANAGEMENT SERVICES AND ILLINOIS DEPARTMENT OF STATE POLICE, Employers and FRATERNAL ORDER OF POLICE, TROOPERS LODGE NO. 41, Petitioner

TYPE OF ELECTION CONSENT

CASE NO. S-RC-164

CERTIFICATION OF REPRESENTATIVE

An election having been conducted in the above matter under the supervision of the Illinois State Labor Relations Board in accordance with the Rules and Regulations of the Board; and it appearing from the Tally of Ballots that a collective bargaining representative has been selected; and no valid objections having been filed to the Tally of Ballots furnished to the parties, or to the conduct of the election, within the time provided therefor;

Pursuant to authority vested in the undersigned by the Illinois State Labor Relations Board, IT IS HEREBY CERTIFIED that a majority of the valid ballots have been cast for Fraternat Order of Police, Troopers, Lodge No. 41,

and that, pursuant to Sections 6(c) and 9(d) of the Illinois Public Labor Relations Act, the said labor organization is the exclusive representative of all the employes in the unit set forth below, found to be appropriate for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, or other conditions of employment.

UNIT: See Attachment.

Issued at Springfield, Illinois
on September 25, 1986, nunc pro tunc
September 19, 1986

Brian E. Reynolds
Brian E. Reynolds, Executive Director
Illinois State Labor Relations Board

ATTACHMENT

Included:

All sworn officers with the rank of trooper or special agent who do not hold technical career path positions and sworn officers, regardless of rank, in the following technical career path positions: 122, 124, 206, 207, 214, 224, 228, 229, 230, 231, 232, 235, 236, 237, 238, 239, 244, 246, 248, 249, 250, 251, 255, 257, 261, 266, 270, 271, 273, 274, 275, 302, 404, 415, 418, 420, 441, 508, 509, 513, 515, 516, 519, and 522; and all sworn officers with the rank of sergeant or special agent sergeant.

Excluded:

All sworn officers with the rank of master sergeant and above and special agent master sergeant and above, assistant director, director, deputy superintendent, superintendent, sworn officers in the following technical career path positions: 101, 102, 103, 104, 105, 107, 110, 116, 117, 118, 123, 200, 201, 202, 203, 204, 205, 209, 210, 211, 213, 213, 216, 219, 220, 221, 222, 223, 225, 226, 227, 234, 241, 242, 252, 254, 256, 258, 259, 262, 263, 264, 268, 269, 272, 276, 303, 309, 310, 401, 402, 403, 405, 407, 410, 411, 414, 416, 417, 421, 423, 426, 427, 429, 431, 432, 434, 435, 436, 439, 440, 442, 443, 446, 447, 448, 449, 450, 451, 452, 453, 502, 503, 504, 505, 506, 512, 514, 517, 521, 524 and 600; in the Director's Office, technical advisor IV; in Administration, Law Enforcement Executive, Executive V, and Executive IV; in Forensic Services, Executive V, Crime Scene Technician Field Supervisor, Crime Scene Technician; in Internal Investigation, Internal Security Investigator III, Internal Security Investigator II; in Criminal Investigation, Executive V, Executive IV, Internal Security Investigator III, Internal Security Investigator II; in Office of Training, Law Enforcement Executive; all non-sworn personnel; all other peace officers covered by other collective bargaining agreements, all supervisory, confidential and managerial employees as defined by the Act, and all other employees of the Department of State Police.

APPENDIX B
Health Care Benefits
Effective July 1, 2019 through June 30, 2023

Section 1. SUMMARY OF BENEFITS

The State shall maintain a program of benefits that shall include health, dental, vision, and life coverage. The health plan shall include medical, prescription and behavioral health coverage. Any and all services covered by the Plan must be medically necessary as determined by the Plan.

Eligible dependents of members shall have available benefits. All dependents enrolled in the Plan must be enrolled in the same health and dental plan as the member.

Section 2. CONTRIBUTION AMOUNTS

- 1) The salary thresholds will be adjusted annually prior to the benefit choice period to reflect the lower of the increase in the Consumer Price Index from the most recent monthly **CPI** report available or the cost of living adjustments effective on July 1 to wages included in this Agreement. The employee's salary on April 1 shall govern for the next fiscal year. The mid-point for each salary band on May 1 shall govern for the next fiscal year.
- 2) **Effective July 1, 2019, the employee's salary on March 1 shall govern for the next fiscal year.**
- 3) The member shall pay the appropriate dependent premium for the plan that is selected.

Employee Contributions for the Quality Care Health Plan (QCHP)

- 1) Employees enrolled in the QCHP with salaries of \$45,601 but not more than \$60,700 shall pay \$127.00 per month for coverage. Employees with salaries of \$60,701 but not more than \$75,900 shall pay \$144.00 per month for **employee only** coverage. Employees with salaries of \$75,901 but not more than \$100,000 shall pay \$162.00 per month for **employee only** coverage. Employees with salaries of \$100,001 **but not more than \$125,000** shall pay \$211.00 per month for **employee only** coverage. **Employees with salaries of \$125,001 or more shall pay \$211.00 per month for e employee only coverage.** **The** amount of the contribution shall be adjusted to reflect any changes to the midpoint salary in each of the established **brackets**.
- 2) Member contributions for dependent coverage shall be \$249.00 per month for one non-Medicare dependent, \$287.00 per month for two or more non-Medicare dependents, \$142.00 per month for one Medicare primary dependents and \$203.00 per month for two or more Medicare **A and B** primary dependents.
- 3) Employees on leave of absence may be responsible for additional costs as enumerated in the State of Illinois Employee Benefits Handbook.

Employee Contributions for the Managed Care Health Plans (MCHP)

- 1) Employees enrolled in the MCHP—with salaries of \$45,601 but not more than \$60,700 shall pay \$103.00 per month for coverage. Employees with salaries of

\$60,701 but not more than \$75,900 shall pay \$119.00 per month for **employee only** coverage. Employees with salaries of \$75,901 but not more than \$100,000 shall pay \$137.00 per month for **employee only** coverage. Employees with salaries of \$100,001 **but not more than \$125,000** shall pay \$186.00 per month for **employee only** coverage. **Employees with salaries of \$125,001 or more shall pay \$186.00 per month for employee only coverage.** **The** amount of the contribution shall be adjusted to reflect any changes to the midpoint salary in each of the established **brackets.**

- 2) Member contributions for dependent coverage shall be the weighted average of \$113.00 per month for one non-Medicare dependent, \$159.00 per month for two or more non-Medicare dependents, the weighted average of \$89.91 per month for one Medicare primary dependents and \$126.00 per month for two or more Medicare primary dependents.
- 3) Employees on leave of absence may be responsible for additional costs as enumerated in the State of Illinois Employee Benefits Handbook.

Employee Contribution Increases for QCHP and MCHP

- 1) Effective January 1, 2020, \$35.00 will be added to the salary band for employees making \$125,001 or more.**
- 2) Effective January 1, 2020 employee contributions shall increase by \$13.00 per month as a composite.**
- 3) Effective July 1, 2020 employee contributions shall increase by \$13.00 per month as a composite.**
- 4) Effective July 1, 2021 employee contributions shall increase by \$13.00 per month as a composite.**
- 5) Effective July 1, 2022 employee contributions shall increase by \$13.00 per month as a composite.**
- 6) The distribution of the composite amounts for each increase will be mutually developed by the parties across salary bands based on progressivity and across all health plans based on relative cost.**

Member Contribution Increases for Dependent Coverage for QCHP and MCHP

- 1) Effective January 1, 2020 member contributions for dependent coverage shall increase by \$18.00 per month as a composite.**
- 2) Effective July 1, 2020 member contributions for dependent coverage shall increase by \$18.00 per month as a composite.**
- 3) Effective July 1, 2021 member contributions for dependent coverage shall increase by \$18.00 per month as a composite.**
- 4) Effective July 1, 2022 member contributions for dependent coverage shall increase by \$18.00 per month as a composite.**
- 5) The distribution of the composite amounts for each increase will be mutually developed by the parties across all health plans based on relative cost.**

Dental Contributions for the Quality Care Dental Plan (QCDP)

- 1) Employees who elect to participate in the QCDP shall be required to pay \$11.00 per month for such coverage.

- 2) Employees who have one dependent enrolled in a health plan offered pursuant to the State Employees Group Insurance Act of 1971 may cover that dependent in the QCDP, for a contribution of \$6.00 per month. This amount shall be in addition to the amount required for the employee.
- 3) Employees who have two or more dependents enrolled in a health plan offered pursuant to the State Employees Group Insurance Act of 1971 may cover those dependents under the QCDP for a contribution of 8.50 per month. This amount shall be in addition to the amount required for the employee.
- 4) Effective July 1, 2020, the amount for each of the above categories shall increase by \$1.00.**
- 5) Effective July 1, 2021, the amount for each of the above categories shall increase by an additional \$1.00.**
- 6) Effective July 1, 2022, the amount for each of the above categories shall increase by an additional \$1.00.**
- 7) Employees on leave of absence may be responsible for additional costs as enumerated in the State of Illinois Employee Benefits Handbook.

Section 3. HEALTH PLAN COVERAGE

THE QUALITY CARE HEALTH PLAN (QCHP)

- 1) The State shall continue to offer enrollment in the QCHP for members who wish to choose any physician or hospital for services.
- 2) With the exception of certain preventive benefits outlined in this appendix or exempted from copayments pursuant to state or federal law, all eligible services shall be subject to deductibles, co-payments, coinsurance amounts, out-of-pocket maximums, and plan provisions.
- 3) Members who choose to receive services from a provider within the QCHP Provider Network shall receive an enhanced benefit.
- 4) Eligible services not received from a provider within the QCHP Network shall be subject to Maximum Reimbursable Charge (MRC) review and adjustment in addition to deductibles, co-payments, coinsurance amounts and out-of-pocket maximums.

A. Plan Year Deductibles

- 1) Member Plan Year Deductible
 - a. The deductible shall be **\$375.00** per fiscal year for employees with annual salaries of **\$60,700** or less; **\$475.00** per fiscal year for employees with salaries from **\$60,701** to **\$75,900**; and **\$525.00** per fiscal year for employees with salaries of **\$75,901** or more.
 - b. The employee's salary on April 1 shall govern for the next fiscal year.
 - c. Effective July 1, 2019, the employee's salary on March 1 shall govern for the next fiscal year.**
 - d. Effective July 1, **2020**, these amounts shall increase by \$25.00, for total plan year deductibles of **\$400.00**, **\$500.00** and **\$550.00**, respectively.
 - e. Effective July 1, 2021, these amounts shall increase by \$25.00, for total plan year deductibles of \$425.00, \$525.00 and \$575.00, respectively.**

- 2) Dependent Plan Year Deductible
 - a. The deductible for dependents shall be **\$375.00**.
 - b. Effective July 1, **2020**, this amount shall increase by \$25.00 for a total plan year deductible of **\$400.00**.
 - c. Effective July 1, **2021**, this amount shall increase by \$25.00 for a total plan year deductible of **\$425.00**.
- 3) Family Plan Year Deductible

The deductible for a family unit shall be limited to two and one-half times the deductible for the member.
- 4) Additional Deductibles
 - a. Emergency Room Deductible
 - i. The deductible shall be \$450.00 for each hospital emergency room visit.
 - b. QCHP Network Inpatient Hospital Admission Deductible
 - i. The deductible shall be **\$100.00** for each admission to a hospital within the QCHP Network.
 - ii. Effective July 1, **2020**, this amount shall increase by **\$50.00** for a total deductible of **\$150.00**.
 - iii. **Effective July 1, 2021, this amount shall increase by \$50.00 for a total deductible of \$200.00.**
 - c. Non-QCHP Provider Inpatient Hospital Admission Deductible
 - i. The deductible shall be **\$500.00** per admission to a non-QCHP hospital.
 - ii. Effective July 1, **2020**, this amount shall increase by \$100.00 for a total deductible of **\$600.00**.
 - ii. **Effective July 1, 2021, this amount shall increase by \$100.00 for a total deductible of \$700.00.**
 - iv. **Effective July 1, 2022, this amount shall increase by \$100.00 for a total deductible of \$800.00.**
 - d. Transplant Deductible
 - i. The deductible shall be \$100.00 for a transplant.
 - ii. **Effective July 1, 2020, this amount shall increase by \$50.00 for a transplant total deductible of \$150.00.**
 - iii. **Effective July 1, 2021, this amount shall increase by \$50.00 for a total transplant deductible of \$200.00.**

B. Plan Coinsurance

- 1) QCHP Network Services
 - a. The Plan shall pay eligible charges, including but not limited to, physician visits, inpatient hospital services, emergency room services, outpatient surgery or procedures, intensive outpatient and partial hospitalization for behavioral health services and laboratory/imaging services provided by a QCHP Network provider at 85% of the negotiated rate.
 - b. The benefit shall be subject to the applicable deductibles;
 - c. The applicable deductibles and coinsurance amounts shall be applied, dollar-for-dollar, toward the annual QCHP Network out-of-pocket maximum.
 - d. Behavioral health services must be referred by the Behavioral Health Administrator or Personal Support Program and treatment must be provided by

licensed providers including psychiatrists, psychologists, Licensed Clinical Social Workers (LCSWs), Licensed Marriage and Family Therapists (LMFTs), Registered Nurse Clinical Nurse Specialists (RNCNSs) and Licensed Clinical Professional Counselors (LCPCs).

- e. Behavioral health inpatient services must be authorized by the Behavioral Health Administrator.
- 2) Non-QCHP Network Services
- a. The Plan shall pay eligible charges, including but not limited to, physician visits, inpatient hospital services, emergency room services, outpatient surgery or procedures, intensive outpatient and partial hospitalization for behavioral health services and laboratory/imaging services provided at a Non-QCHP Network facility or by a Non-QCHP Network provider at 60% of the MRC amount.
 - b. The benefit shall be subject to the applicable deductibles.
 - c. The applicable deductibles and coinsurance amounts shall be applied, dollar-for-dollar, toward the annual Non-QCHP Network out-of-pocket maximum.
 - d. Behavioral health services must be referred by the Behavioral Health Administrator or Personal Support Program and treatment must be provided by licensed providers including psychiatrists, psychologists, Licensed Clinical Social Workers (LCSWs), Licensed Marriage and Family Therapists (LMFTs), Registered Nurse Clinical Nurse Specialists (RNCNSs) and Licensed Clinical Professional Counselors (LCPCs).
 - e. Behavioral health inpatient services must be authorized by the Behavioral Health Administrator.

C. Out-of-Pocket Maximums

- 1) Applicable deductibles and coinsurance shall apply, respectively, toward the QCHP Network out-of-pocket maximum or the Non-QCHP Network out-of-pocket maximum. The Plan shall pay 100% of eligible charges for the remainder of the plan year after the out-of-pocket maximum has been met.
- 2) The Individual In-Network QCHP out-of-pocket maximum shall be \$1,500.00.
 - a. **Effective July 1, 2020, this amount shall increase by \$125.00 for a total Individual In-Network QCHP out-of-pocket maximum of \$1,625.00.**
 - b. **Effective July 1, 2021, this amount shall increase by \$125.00 for a total Individual In-Network QCHP out-of-pocket maximum of \$1,750.00.**
- 3) The family **In-Network QCHP** out-of-pocket maximum shall be two and one-half times the QCHP Network individual out-of-pocket maximum.
- 4) The Individual Non-QCHP Network out-of-pocket maximum shall be \$6,000.00.
 - a. **Effective July 1, 2020, this amount shall increase by \$500.00 for a total Individual Non-QCHP Network out-of-pocket maximum of \$6,500.00.**
 - b. **Effective July 1, 2021, this amount shall increase by \$500.00 for a total Individual Non-QCHP Network out-of-pocket maximum of \$7,000.00.**
- 5) The family Non-QCHP Network out-of-pocket maximum shall be two times the Non-QCHP Network individual out-of-pocket maximum.

- a. Effective July 1, 2020, the family Non-QCHP Network out-of-pocket maximum shall increase by \$750.00 for a total family Non-QCHP Network out-of-pocket maximum of \$12,750.**
- b. Effective July 1, 2021, the family Non-QCHP Network out-of-pocket maximum shall increase by \$750.00 for a total family Non-QCHP Network out-of-pocket maximum of \$13,500.**

D. Medical Out-of-Pocket Maximum Exclusions

The following items do not accumulate toward the medical out-of-pocket maximums:

- 1) Prescription drug deductibles, co-payments, or coinsurance;
- 2) Reduction of benefit amounts imposed for failure to notify the Plan's Utilization Management Program administrator;
- 3) Any charges greater than the MRC amount and any ineligible charges;
- 4) The portion of the Medicare Part A deductible the member is responsible to pay.

E. Notification and Authorization

- 1) Notification shall be provided to the Utilization Management Administrator by the member prior to receiving any of the following services, including but not limited to:
 - a. Non-emergency hospital, partial hospitalization program, inpatient hospice, skilled care facility admissions and related continued stays;
 - b. All surgical procedures, except those that are performed in a physician's office;
 - c. High-tech imaging services (including but not limited to MRI, PET, and CAT scans);
 - d. Outpatient surgery, in locations other than a physician's office;
 - e. Emergency hospital admission (notification must be provided within 48 hours of an admission);
 - f. Transplant services;
 - g. Hospice Care;
 - h. Skilled Nursing.
- 2) Failure to provide notification to the Utilization Management Administrator shall result in a reduction in reimbursement of the medically necessary charges by \$800.00. Benefits are limited to those covered services that are determined by the Administrator to be medically necessary.

F. Medical Case Management (MCM) Program and Disease Management (DM) Program

- 1) MCM and DM are two Programs designed to assist members or dependents during times of serious or prolonged medical conditions that require complex medical care.
- 2) A case manager may be assigned to the member's or dependent's medical case to ensure appropriate care under the Plan.
- 3) Cases shall be identified and referred to the MCM and/or DM Program by the Utilization Management Administrator and/or Medical Claims Administrator.
- 4) The Utilization Management Administrator shall evaluate the member's or dependent's medical case including treatment setting, level of care and intensity of service. The member or dependent shall be contacted directly by the MCM or DM

Program professional who shall describe the program and make recommendations for settings and/or providers of care. The member will have the option of following or not following the recommendation.

G. Covered Services

1) Preventive Benefits

- a. QCHP shall cover the following preventive physical examinations and immunizations:
 - i. Preventive physical examinations for children in accordance with the recommendations of the U. S. Preventive Services Task Force (USPSTF);
 - ii. Required school physical examinations;
 - iii. Child and adult immunizations in accordance with the recommendations of the Center for Disease Control (CDC) and the Advisory Committee on Immunization Practices (ACIP) guidelines;
 - iv. Adult routine physical examinations in accordance with the recommendations by the USPSTF up to a limit of \$250.00 per exam. Exams will be covered once every three years for adults under age 50 and annually for adults age 50 and over;
 - v. Annual pap smears, including associated office visit charges for women over age 18 or younger if medically appropriate; and
 - vi. Preventive services required pursuant to state or federal law.
- b. For all of the routine physical exams discussed in this section, charges associated with these exams, including but not limited to, physician office charges, laboratory, immunization, imaging, and screening tests, will be covered at the applicable benefit level. The annual QCHP deductible shall not apply to any charges associated with these routine physical examinations. All preventive services received at non-QCHP Network providers are subject to MRC charge review and adjustment.

2) Prescription Drugs

- a. Prescription Plan Year Deductible
 - i. The prescription deductible shall be **\$125.00** per member or dependent;
 - ii. This deductible shall apply to all prescriptions covered by the Plan and shall be separate and distinct from all other QCHP deductibles;
 - iii. Effective July 1, **2020**, the prescription drug deductible per member or dependent shall increase by \$25.00, resulting in a total prescription deductible per member or dependent of **\$150.00**.
 - iv. Effective July 1, 2021, the prescription drug deductible per member or dependent shall increase by \$25.00, resulting in a total prescription deductible per member or dependent of \$175.00.**
- b. Co-payments
 - i. Co-payments for a 30-day supply of medication shall be as follows:
 - a. \$10.00 for generic;
 - b. \$30.00 for formulary brand;
 - c. \$60.00 for non-formulary brand.

- ii. **Effective July 1, 2020, co-payments for a 30-day supply of medication shall be as follows:**
 - a. **\$15.00 for Tier I;**
 - b. **\$35.00 for Tier II;**
 - c. **\$60.00 for Tier III.**
 - d. **Prescription drugs shall be placed into each tier as determined by the health plan's prescription benefit manager.**
- iii. **Effective July 1, 2022, co-payments for a 30-day supply of medication shall be as follows:**
 - a. **\$18.00 for Tier I;**
 - b. **\$38.00 for Tier II;**
 - c. **\$60.00 for Tier III.**
- iv. Co-payments for a 60-day supply of medication shall be two times the amount of the applicable 30-day co-payment.
- v. If a member or dependent elects a **higher Tier drug where a lower Tier** drug is available, the member or dependent is responsible for the **higher** co-payment plus the difference in cost between the drugs.
- c. Maintenance Medication Program
 - i. Maintenance medications are medications taken for chronic conditions as determined by the Plan.
 - ii. 90-day fills of maintenance medications at mail order, or at a PBM-contracted network retail pharmacy willing to participate in the maintenance medication program on the terms and conditions of the network agreement with the Plan's PBM, shall be available with co-payments equal to two and one-half times the amount of the applicable co-payments for a 30-day supply of medication.
 - iii. After two 30-day fills of maintenance medication obtained at a retail pharmacy, the co-payment of subsequent 30-days fills shall be two times the applicable co-payment for the initial 30-day fill.
- d. Preferred Drug Step Therapy (PDST) program
 - i. The PDST is a program to be provided by the State's Pharmacy Benefit Manager (PBM) to encourage the use of certain drugs that are therapeutically-equivalent to more expensive drugs.
 - ii. In certain instances, members will be required to try the lower cost **Tier drug** before the Plan would consider coverage of the more expensive **Tier drug**.
- e. Brand name drugs for which the generic equivalents have not proven to be effective clinical substitutions based on generally accepted clinical literature and/or medical research shall be treated as generics.
- 3) Physical and Speech Therapy
 - a. Inpatient or outpatient therapy shall be covered as described in the State of Illinois Employee Benefits Handbook;
 - b. Services shall be provided by a licensed or certified therapist or physician.
- 4) Chiropractic

Shall be limited to 30 visits per plan year.
- 5) Transplants

- a. Evaluation shall be covered at a QCHP Network facility. The transplant shall be approved or denied as a result of this evaluation on the basis of whether it is viable and non-experimental;
- b. All services must be performed at a QCHP Network facility;
- 6) Hospice Care
Shall be covered as described in the State of Illinois Employee Benefits Handbook.
- 7) Skilled Nursing
 - a. Must be authorized by the Utilization Management Administrator. Medicare primary members and dependents are required to notify the Utilization Management Administrator for hospital stays and admission to skilled care facilities;
 - b. Care may be rendered at home or in a licensed skilled care facility. The Plan shall pay the lesser of either home health care treatment or care in a licensed skilled care facility within the same geographic region.
- 8) Infertility
Diagnosis and treatment of infertility shall be covered as described in the State of Illinois Employee Benefits Handbook.
- 9) Hospital Bill Audit Benefit
If a member or dependent discovers an error or overcharge on a hospital bill and obtains a corrected bill from the hospital, the member shall be paid 50% of the resulting savings.
- 10) Second Surgical Opinions
The plan will pay 100% of the charges for a second surgical opinion, if required by the Utilization Management Administrator. If the second opinion does not confirm the need for surgery, the plan will pay for a third opinion.

HEALTH MAINTENANCE ORGANIZATIONS (HMOs)

- 1) The State shall continue to offer enrollment in **HMOs**;
- 2) All eligible services including, but not limited to the following, shall be subject to deductibles, co-payments, coinsurance amounts and out-of-pocket maximums.

A. Co-payments

- 1) Primary Care Physician Office Visit
 - a. The co-payment shall be **\$20.00** per Primary Care Physician (PCP) office visit.
 - b. Effective July 1, **2020**, this amount shall increase by **\$5.00** for a total PCP office visit co-payment of **\$25.00**.
 - c. Effective July 1, 2021, this amount shall increase by \$5.00 for a total PCP office visit co-payment of \$30.00.**
- 2) Specialist Office Visit
 - a. The co-payment shall be **\$30.00** per specialist office visit.
 - b. Effective July 1, **2020**, this amount shall increase by \$5.00 for a total specialist office visit co-payment of **\$35.00**.
- 3) Home Health Care Visit
 - a. The co-payment shall be **\$30.00** per home health care visit.
 - b. Effective July 1, **2020**, this amount shall increase by \$5.00 for a total home health care visit co-payment of **\$35.00**.

- 4) **Rehab**
 - a. **The co-payment for Rehab shall be \$30.00 per instance.**
 - b. **Effective July 1, 2020, this amount shall increase by \$5.00 for a total rehab co-payment of \$35.00.**
- 5) **High-Tech Imaging**
 - a. **Effective July 1, 2020, the co-payment shall be \$25.00 for specific diagnostic tests including, but not limited to MRI, PET Scan, and CAT Scan.**
 - b. **Effective July 1, 2021, the co-payment shall increase by \$5.00 for a total high-tech imaging co-payment of \$30.00.**
- 6) Inpatient Admission
 - a. The co-payment shall be **\$350.00** per admission to a hospital, hospice, or extended care facility.
 - b. Effective July 1, **2020**, this amount shall increase by \$25.00 for a total co-payment of **\$375.00** per admission to a hospital, hospice or extended care facility.
 - c. **Effective July 1, 2021, this amount shall increase by \$25.00 for a total co-payment of \$400.00 per admission to a hospital, hospice or extended care facility.**
 - d. **Effective July 1, 2022, this amount shall increase by \$25.00 for a total co-payment of \$425.00 per admission to a hospital, hospice or extended care facility.**
- 7) Outpatient Surgery
 - a. The co-payment shall be **\$250.00** per outpatient surgery.
 - b. Effective July 1, **2020**, this amount shall increase by \$25.00 for a total co-payment of **\$275.00** per outpatient surgery.
 - c. **Effective July 1, 2021, this amount shall increase by \$25.00 for a total co-payment of \$300.00 per outpatient surgery.**
- 8) Emergency Room
 - a. The co-payment shall be **\$250.00**, or 50%, whichever is less, per emergency room use.
 - b. Effective July 1, **2020**, this amount shall increase by \$25.00, for a total co-payment of **\$275.00** per emergency room.

B. Coinsurance

- 1) The following services shall be covered at 100% after the applicable co-payment:
 - a. Inpatient admission to a hospital, hospice, or skilled care facility;
 - b. Outpatient surgery;
 - c. Emergency room services;
 - d. Primary Care Physician office visits;
 - e. Specialist office visits;
 - f. Home health care visits;
 - g. Professional charges;
 - h. Psychiatric care;
 - i. Prosthetic devices;
 - j. Diagnostic lab and imaging services.

- 2) The following covered services shall be covered at 80%.
 - a. Durable Medical Equipment.

C. Prescription Drugs

- 1) Prescription Plan Year Deductible
 - a. The prescription deductible shall be **\$100.00** per member or dependent;
 - b. Effective July 1, **2020**, the prescription drug deductible per member or dependent shall increase by \$25.00, resulting in a total prescription deductible per member or dependent of **\$125.00**.
 - c. Effective July 1, 2021, the prescription drug deductible per member shall increase by \$25.00, resulting in a total prescription deductible per member or dependent of \$150.00.**
 - d. This deductible applies to all prescriptions covered by the Plan and shall be separate and distinct from all other MCHP deductibles.
- 2) Co-payments
 - a. Co-payments for a 30-day supply of medication shall be as follows:
 - i. \$8.00 for generic;
 - ii. \$26.00 for formulary brand;
 - iii. \$50.00 for non-formulary brand.
 - b. Effective July 1, 2020, co-payments for a 30-day supply of medication shall be as follows:**
 - i. \$13.00 for Tier I;**
 - ii. \$31.00 for Tier II;**
 - iii. \$55.00 for Tier III.**
 - iv. Prescription drugs shall be placed into each tier as determined by the health plan's prescription benefit manager.**
 - c. Effective July 1, 2022, co-payments for a 30-day supply of medication shall be as follows:**
 - i. \$16.00 for Tier I;**
 - ii. \$33.00 for Tier II;**
 - iii. \$57.00 for Tier III.**
 - d. If a member or dependent elects a **higher Tier** drug where a **lower Tier** drug is available, the member or dependent is responsible for the **higher** co-payment plus the difference in cost between the drugs.
- 3) 90-day Supply of Medication

The Plan shall make available a 90-day supply of medication, through certain managed care health plans that are operated on an insured basis. These health plans shall be specified each year during the Benefit Choice Period. Co-payments for the 90-day supply of medication shall be determined by the managed care health plans.
- 4) Brand name drugs for which the generic equivalents have not proven to be effective clinical substitutions based on generally accepted clinical literature and/or medical research shall be treated as generics.

OPEN ACCESS PLANS (OAPs)

- 1) The State shall continue to offer enrollment in OAPs;**

- 2) All eligible services including, but not limited to the following, shall be subject to deductibles, co-payments, coinsurance amounts and out-of-pocket maximums.

A. Plan Year Deductible

- 1) The deductible shall be \$250.00 per enrollee for charges incurred at a Tier II provider or facility.
 - a. Effective July 1, 2020, the Tier II deductible shall increase by \$25.00 for a total Tier II deductible of \$275.00.
 - b. Effective July 1, 2021, the Tier II deductible shall increase by \$25.00 for a total Tier II deductible of \$300.00.
- 2) The deductible shall be \$350.00 per enrollee for charges incurred at a Tier III provider or facility.
 - a. Effective July 1, 2020, the Tier III deductible shall increase by \$25.00 for a total Tier III deductible of \$375.00.
 - b. Effective July 1, 2021, the Tier III deductible shall increase by \$25.00 for a total Tier III deductible of \$400.00.

B. Co-insurance

- 1) The plan shall pay for eligible covered services at the following rates:
 - a. 100% for Tier I
 - b. 90% for Tier II
 - c. 60% for Tier III
- 2) The payments shall be subject to the appropriate deductibles, co-payments and out-of-pocket maximums.
- 3) Durable Medical Equipment shall be paid at 80% at both Tier I and Tier II and at 60% at Tier III.
- 4) Preventative services, including immunizations and Well Baby care shall be covered at 100% only at Tier I and Tier II.

C. Co-payments

- 1) Primary Care Physician Office Visit
 - a. The co-payment shall be \$20.00 per Primary Care Physician (PCP) office visit at Tier I.
 - b. Effective July 1, 2020, the co-payment shall increase by \$5.00 for a total PCP office visit co-payment of \$25.00.
 - c. Effective July 1, 2021, the co-payment shall increase by \$5.00 for a total PCP office visit co-payment of \$30.00.
- 2) Specialist Office Visit, Home Health Visit, and Rehab
 - a. The co-payment shall be \$30.00 per Specialist Office Visit, Home Health Visit, and Rehab at Tier I.
 - b. Effective July 1, 2020, the co-payment shall increase by \$5.00 for a total Specialist Office Visit, Home Health Visit, and Rehab co-payment of \$35.00.
- 3) Emergency Room
 - a. The co-payment shall be \$250.00 per emergency room visit.

- a. Co-payments for a 30-day supply of medication shall be as follows:
 - i. \$8.00 for generic;
 - ii. \$26.00 for formulary brand;
 - iii. \$50.00 for non-formulary brand.
 - b. Effective July 1, 2020, co-payments for a 30-day supply of medication shall be as follows:
 - i. \$13.00 for Tier I;
 - ii. \$31.00 for Tier II;
 - iii. \$55.00 for Tier III;
 - c. Effective July 1, 2022, co-payments for a 30-day supply of medication shall be as follows:
 - i. \$16.00 for Tier I;
 - ii. \$33.00 for Tier II;
 - iii. \$57.00 for Tier III.
 - d. If a member or dependent elects a higher Tier drug where a lower Tier drug is available, the member or dependent is responsible for the higher co-payment plus the difference in cost between the drugs.
- 3) 90-Day Supply of Medication**
- a. 90-day fills of maintenance medications at mail order, or at a PBM-contracted network retail pharmacy willing to participate in the maintenance medication program on the terms and conditions of the network agreement with the Plan's PBM, shall be available with co-payments equal to two and one-half times the amount of the applicable co-payments for a 30-day supply of medication.

Section 4. DENTAL PLAN COVERAGE

The State may offer a managed care dental plan during the term of this Agreement.

Quality Care Dental Plan (QCDP)

- 1) The State shall continue to offer enrollment in the QCDP.
- 2) Members who choose to receive services from a provider within the QCDP Provider Network shall receive an enhanced benefit.

A. Deductibles

- 1) The deductible shall be \$175.00 per member or dependent per plan year on all covered services except preventive and diagnostic services.

B. Annual and Lifetime Maximums

- 1) The annual maximum benefit for services provided by an in-network provider shall be \$2,500.00 per member or dependent.
- 2) The annual maximum benefit for services provided by an out-of-network provider shall be \$2,000.00 per member or dependent.
- 3) The lifetime maximum benefit for orthodontia services provided by an in-network provider shall be \$2,000.00 per child.
- 4) The lifetime maximum benefit for orthodontia services provided by an out-of-network provider shall be \$1,500.00 per child.

C. Covered Services

- 1) The QCDP shall cover certain preventive, diagnostic, and restorative services as follows:
 - a. Diagnostic and Preventive Services:
 - Initial oral exam;
 - Periodic oral exam;
 - X-rays;
 - Prophylaxis/Fluorides;
 - Sealants.
 - b. Restorative Services:
 - Amalgam fillings, 1 to 4 surfaces;
 - Composite fillings, 1 to 4 surfaces;
 - Crowns;
 - Post and core buildups and crown lengthening;
 - Inlays/Onlays;
 - c. Oral Surgery:
 - Simple extractions (non-surgical) ;
 - Additional single extractions;
 - Surgical extractions;
 - Oral Biopsy;
 - Alveoplasty;
 - Frenectomy;
 - General anesthesia, including intravenous sedation (where medically necessary);
 - Conscious sedation (where medically necessary).
 - d. Endodontal Services:
 - Root canal - anterior, bicuspid, molar;
 - Pulp capping;
 - Pulpotomy.
 - e. Periodontal Services:
 - Gingivectomy or gingivoplasty;
 - Root planing;
 - Mucogingival surgery;
 - Osseous surgery.
 - f. Fixed and Removable Prosthetics:
 - Full dentures;
 - Partial dentures;
 - Bridges;
 - Implants.
 - g. Orthodontic Services:
 - Comprehensive treatment;
 - Minor Treatment.
- 2) Orthodontic treatment is limited to persons age 18 and under.
- 3) Orthodontic treatment of deciduous teeth is not covered.

D. Benefit Levels

- 1) The benefit levels for the QCDP shall be determined from a statewide fee schedule equivalent to reasonable and customary charges statewide for all covered services.
- 2) The schedule of maximum benefits shall be reviewed every two years and adjusted based on the most current statewide reasonable and customary data available at that time.
- 3) The benefit for replacement of crowns, bridges and dentures shall be limited to once every five years.

Section 5. VISION PLAN COVERAGE

A vision benefit shall be made available to all members and dependents enrolled in a health plan offered pursuant to the State Employees Group Insurance Act of 1971.

A. Covered Services

Vision services shall be made available as follows:

- 1) Well-care eye examination and replacement of lenses once every plan year;
- 2) Frames benefit once every two plan years.

B. Benefits at Network Providers

For services provided by a network provider, the member and/or dependent co-payment shall not exceed the following:

- 1) **\$25.00** for the eye exam;
- 2) **\$25.00** for lenses;
- 3) **\$25.00** for Standard Frames (Standard frames are defined as frames with a \$70.00 average wholesale cost);
- 4) Effective July 1, **2020**, the amount of each co-payment for services shall increase by \$5.00 to a co-payment of **\$30.00**;
- 5) In lieu of standard frames with lenses, there shall be a \$120.00 allowance for the cost of contact lenses.

C. Benefits at Non-Network Providers

For services provided by a non-network provider, reimbursement shall not exceed the following:

- 1) \$30.00 for the eye exam;
- 2) \$50.00 for single vision lenses;
- 3) \$80.00 for bifocals and trifocals;
- 4) \$70.00 for frames;
- 5) In lieu of standard frames with lenses, \$120.00 reimbursement for contact lenses.

Section 6. DISPUTE RESOLUTION

The Parties to this Agreement shall negotiate over the terms of an appeals process that is in conformance with the Affordable Care Act.

Section 7. JOINT LABOR/MANAGEMENT ADVISORY COMMITTEE ON HEALTHCARE BENEFITS

The Joint Labor/ Management Advisory Committee (JLMAC) on health care benefits shall provide for the development and introduction of value-based benefit design changes for all health plans, with the goal of improving the health of the covered population.

In addition, it will serve as a forum to evaluate, discuss and resolve state and/or federal regulatory and compliance matters and implement required changes.

The State agrees to provide a funded position(s) and to budget appropriately to carry out the initiatives of the Committee. **The parties will explore the feasibility of jointly determining potential candidates for such position.**

The Committee will be composed of an even number of members, half selected by the State and half selected by **the Lodge**.

The Committee shall:

- 1) Research and make recommendations and decisions within its authority related to the achievement of significant and measurable savings in the cost of employee health care during the terms of this Agreement;
- 2) Develop incentives for employees to participate in offered programs including, but not limited to, waivers of co-payments, reductions in co-insurance and reward programs for participating in various preventive screenings and testing;
- 3) Approve changes that will promote better health resulting in lower cost trends and significant cost containment or savings for either the self-insured or the managed care plans;
- 4) The State will provide the Committee with data on the healthcare costs on a quarterly basis beginning in **November 2019** for the previous quarters' costs and for each subsequent quarter within 60 days of the close of the previous quarter;
- 5) Any modification to the benefits addressed in this agreement shall be agreed upon by the parties. No provision of this Agreement shall be deemed a waiver of the State's obligation to bargain over health insurance under the law.**

Section 8. WELLNESS

- 1) Flu vaccines for members shall be covered under this program.
- 2) Reimbursement for participation in a smoking cessation program shall be 100% of the cost with an annual maximum of \$200.
- 3) Reimbursement for participation in a weight loss program shall be 100% of the costs with an annual maximum of \$200.00. This benefit is payable only once every three (3) years.
- 4) The employer will implement value-based benefit design innovations in all health plans, which may include but not be limited to the following disease management programs:
 - a. prescription co-pay waiver program for individuals with chronic diseases, including diabetes, asthma, hypertension and cardio/vascular disease;

- b. coverage for prescription smoking cessation medications and behavioral modification counseling for individuals who agree to make an effort to quit tobacco, and
 - c. “reward” programs for health behaviors including, but not limited to, discounts for health club memberships.
- 5) The Joint Labor/Management Advisory Committee on health care benefits may modify this Section with the goal of improving the health of the covered population.
- 6) The Committee shall develop a plan for implementation of telehealth services, pharmacy incentivized network and a high deductible health plan.**

Section 9. TERM LIFE INSURANCE

The State shall provide basic term life insurance equal to 100% of the employee’s salary, at premiums to be paid by the State, unless the employee is on a leave of absence as enumerated in the State of Illinois Benefits Handbook. Employees may purchase, subject to medical underwriting requirements of the Life Insurance Administrator, up to eight (8) times their annual salary for optional (member paid) term life insurance and \$10,000.00 in term life insurance for spouses and children.

Section 10. COMMUNICABLE DISEASES

RC-164 bargaining unit employees shall have access to TB (tuberculosis) testing and hepatitis B vaccine at no cost to the employee. The method for administration of this benefit shall be determined jointly by the Department of Central Management Services (DCMS) and **the Lodge.**

Section 11. LAID OFF AND FURLOUGHED EMPLOYEES

Certified employees on layoff status shall retain health, dental, and vision insurance coverage for a period of one month per year of service, with a minimum of six months and a maximum of twenty-four months following the effective date of the layoff with the Employer paying the full premium, single or family plan as appropriate. Employees who convert to intermittent or part-time status as a result of a layoff shall have their first year of health, dental, vision, and life insurance coverage treated as if they continued to work as a full time employee.

Section 12. COMMUTER SAVINGS BENEFIT PROGRAM

The employer shall provide a pre-tax payroll deduction program for transportation expenses in accordance with and to the extent permitted by the Transportation Equity Act for the 21st Century (TEA-21).

Section 13. PAID LEAVE FOR ORGAN TRANSPLANT DONOR

The employer shall grant up to six (6) weeks of leave with pay for living donors of organs including, but not limited to, kidneys, bone marrow, or any other organ that may be transplanted.

Section 14. HEARING BENEFITS

The Employer shall provide benefits for hearing exams and hearing aids, up to a maximum of \$150.00 for audiologist fee(s) and up to a maximum of \$600.00 for hearing aid(s), limited to once every three years.

Section 15. SAME SEX DOMESTIC PARTNERS

A domestic partner of the same sex, enrolled prior to June 11, 2011, shall be considered eligible for coverage under the health, dental and vision plans. The State shall require reasonable proof of the domestic partnership. For purposes of this Section, a domestic partner is defined as an unrelated person of the same sex who has resided in the employee's household and has had a financial and emotional interdependence with the employee, consistent with that of a married couple for a period of not less than one (1) year, and continues to maintain such arrangement consistent with that of a married couple. The benefit shall be administered in accordance with all applicable state and federal laws. The parties recognize and agree that persons who have entered into a civil union in accordance with the Illinois Religious Freedom and Civil Union Act, 750 ILCS 75/1 et seq. (PA 096-1513) and the children of those who have entered into such a civil union shall be entitled to coverage under the health, dental and vision plans as well as to other benefits conferred by the Act. In the event the Illinois Religious Freedom and Civil Union Act, 750 ILCS 75/1 et seq. (PA 096-1513) is repealed or otherwise rendered invalid, the civil union partner and children who were eligible to receive and who were receiving health, dental and/or vision benefits at the effective date of the repeal or invalidity shall continue to receive such benefits and coverages, and the limiting enrollment date of June 1, 2011, shall be null and void and the provisions of this section of Appendix A shall be made applicable to all same sex domestic partners who meet the definition of domestic partner contained herein.

SIDE LETTER AGREEMENTS

and

MEMORANDUMS OF UNDERSTANDING AGREEMENTS

The Parties agree to renew the side letter agreements and memorandums of understanding that will attach to the 2019-2023 collective bargaining agreement, and which are itemized below:

- Compensation Day.
- ELSA Compensatory Time Off, Accrual and Scheduling.
- PEIT.
- Promotional Testing.
- Promotions (4 years).
- Reassignments.
- Side Letters.
- Travel Time.
- Arbitration.
- Commercial Vehicle Enforcement Officer Compensation.
- State Fair Force Back Eligibility Lists.
- Credibility Check Procedure.

The Parties recognize that these side letter agreements and memorandums of understanding do not represent a comprehensive list of the side letter agreements and memorandums of understanding that currently exist between the Parties. By and through their renewal of the attached side letter agreements and memorandums of understanding, the Parties do not intend to effect any changes concerning the duration or effectiveness of any other side letter agreement or memorandum that is not listed above or attached to the parties' 2019-2023 collective bargaining agreement.

ACCEPTED AND AGREED:

B. F. King

For and On Behalf of the
Illinois State Police

Date: 11/12/2019

Joe M...

For and On Behalf of the
F.O.P., Troopers Lodge No. 41

Date: 11/12/2019



ILLINOIS STATE POLICE
Office of the Director

Pat Quinn
Governor

Hiram Grau
Director

President Michael Powell
Fraternal Order of Police
Troopers Lodge No. 41
5880 South Sixth Street Road
Springfield, Illinois 62703

Re: Compensation Day

Dear President Powell:

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: 8-21-2014

ACCEPTED AND AGREED:

For and On Behalf of the
F.O.P., Troopers Lodge No. 41

Date: 08/21/14



ILLINOIS STATE POLICE
Office of the Director

Pat Quinn
Governor

Hiram Grau
Director

President Michael Powell
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 Powell:

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,

Hiram Grau

For and On Behalf of the
Illinois State Police

Date: 8-21-2014

ACCEPTED AND AGREED

M.R. [Signature]

For and On Behalf of the
F.O.P., Troopers Lodge No. 41
Date: 08/21/14



ILLINOIS STATE POLICE
Office of the Director

Pat Quinn
Governor

Hiram Grau
Director

President Michael Powell
Fraternal Order of Police
Troopers Lodge No. 41
5880 South Sixth Street Road
Springfield, Illinois 62703

Re: PFIT

Dear President Powell:

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.

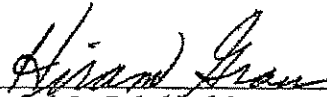
If the Department chooses to amend or modify its current physical fitness inventory testing standards, it represents that such new standards shall be reasonable and age sensitive.

801 South Seventh Street • Suite 1100-S
Springfield, IL 62703-2487
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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.

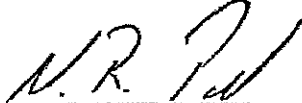
Respectfully,



For and On Behalf of the
Illinois State Police

Date: 8-21-2014

ACCEPTED AND AGREED:



For and On Behalf of the
F.O.P., Troopers Lodge No. 41

Date: 08/21/14



ILLINOIS STATE POLICE
Office of the Director

Pat Quinn
Governor

Hiram Grau
Director

Mr. Ron Cooley
Executive Director
State Police Merit Board
531 Sangamon Avenue East
Springfield, Illinois 62702

Re: Promotional Testing

Dear Mr. Cooley:

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: 8-21-2014

ACCEPTED AND AGREED:

For and On Behalf of the
F.O.P., Troopers Lodge No. 41

Date: 08/21/14



ILLINOIS STATE POLICE
Office of the Director

Pat Quinn
Governor

Hiram Grau
Director

President Michael Powell
Fraternal Order of Police
Troopers Lodge No. 41
5880 South Sixth Street Road
Springfield, Illinois 62703

Re: Promotions (4 years)

Dear President Powell:

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: 8-21-2014

ACCEPTED AND AGREED:

For and On Behalf of the
F.O.P., Troopers Lodge No. 41

Date: 08/21/14



ILLINOIS STATE POLICE
Office of the Director

Pat Quinn
Governor

Hiram Grau
Director

Lieutenant Christopher Campbell
Office of Labor Relations and
Special Projects
801 South 7th Street, Suite 1003-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: 8/21/14

ACCEPTED AND AGREED:

For and On Behalf of the
Illinois State Police

Date: 8/21/14



ILLINOIS STATE POLICE
Office of the Director

Pat Quinn
Governor

Hiram Grau
Director

President Michael Powell
Fraternal Order of Police
Troopers Lodge No. 41
5880 South Sixth Street Road
Springfield, Illinois 62703

Re: Side Letters

Dear President Powell:

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: 8-21-2014

ACCEPTED AND AGREED:

For and On Behalf of the
F.O.P., Troopers Lodge No. 41

Date: 08/21/14



ILLINOIS STATE POLICE
Office of the Director

Pat Quinn
Governor

Hiram Grau
Director

President Michael Powell
Fraternal Order of Police
Troopers Lodge No. 41
5880 South Sixth Street Road
Springfield, Illinois 62703

Re: Travel Time

Dear President Powell:

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;

801 South Seventh Street • Suite 1100-S
Springfield, IL 62703-2487
(217) 782-7263 (voice) • (800) 255-3323 (TDD)
www.illinois.gov • www.isp.state.il.us

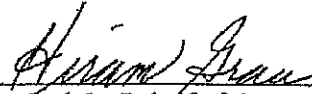
6. All officers who currently reside outside the district shall choose one of the following options:
 - a. Travel to and from the district without compensation; or,
 - b. Relocate to a residence approved by the District Commander which is consistent with the operational needs of the Department.

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: 8-21-2014

ACCEPTED AND AGREED:



For and On Behalf of the
F.O.P., Troopers Lodge No. 41

Date: 08/21/14



ILLINOIS STATE POLICE
Office of the Director

Pat Quinn
Governor

Hiram Grau
Director

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:

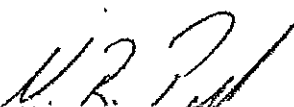
Central Management Services
Labor Relations
for the Department

Bruce Bialorucki
Troopers Lodge Legal Counsel
for the Lodge

ACCEPTED AND AGREED:



For and On Behalf of the
Illinois State Police
Date: 8-21-2014



For and On Behalf of the
F.O.P., Troopers Lodge No. 41
Date: 08/21/14



ILLINOIS STATE POLICE
Office of the Director

Pat Quinn
Governor

Hiram Grau
Director

Memorandum of Understanding
between the
Illinois State Police
and the
Fraternal Order of Police
Troopers Lodge #41

The parties agree to the following concerning Commercial Vehicle Enforcement Officers (CVEOs). CVEOs will be compensated at a minimum of Salary Level 3 as per Article 21, Section 3, of the Collective Bargaining Agreement. The officer will begin receiving the higher pay level either: After the officer has successfully completed all required certification training or 150 days after the effective date of the OAR that has been completed transferring him to CVEO, whichever occurs first. All certifications need to be acquired and maintained in order to continue to receive the advanced pay.

ACCEPTED AND AGREED:

For and On Behalf of the
F.O.P., Troopers Lodge No. 41
Date: 11/17/11


For and On Behalf of the
Illinois State Police
Date: 11.01.11

**MEMORANDUM OF UNDERSTANDING
STATE FAIR
FORCE BACK ELIGIBILITY LISTS**


In order to clarify and memorialize the understanding between the parties regarding Article 41 Sections 3, 4 and 5 and associated force back lists for RC-164 Bargaining Unit Members, the Department and the Lodge agrees to the following:

- The Chicago SURGE Detail shall be included in the list of special details identified in Section 3.
- Each District and Zone shall maintain a Force Back Eligibility List for the State Fairs.
- Force Back Eligibility Lists for the Divisions of Internal Investigation, Forensics, Administration and the Director's Office shall be maintained at the Division Level.
- In the Division of Operations, the Department shall maintain separate lists for Field Operations Command (for those officers assigned to the Division, or not assigned to a District or Zone) and Field Support Command.
- When an Officer transfers to a work unit, or a Division covered by a different list, prior State Fair force backs (regular or specialty) will not follow the officer to the new permanent work assignment list (excluding Patrol to Patrol and Zone to Zone transfers).
- State Fair Force Backs for bargaining unit members permanently transferring between Districts and Zones, from patrol to investigative assignments, shall not follow the officer.
- All Officers serving in a temporary assignment (TDA) shall be subject to force from their permanent assignment and have that forced assignment recorded on the list for their permanent assignment at the time of the force back.
- Force backs among officers who possess specialist training will continue as currently practiced. Specialty forces will be recorded on the Force Back List of the officer's permanent assignment at the time of the force back.
- Each year, at the request of the Lodge, the Department shall provide a copy of each current Force Back List to the Lodge for preservation. The Force Back List shall continue to be available for inspection and review by any bargaining unit member with reasonable advance notice.

ACCEPTED AND AGREED:



For and On Behalf of the
Illinois State Police
Date: 06/28/17



For and On Behalf of the
F.O.P., Troopers Lodge No. 41
Date: 06/28/17



ILLINOIS STATE POLICE
Office of the Director

Pat Quinn
Governor

Jonathon E. Monken
Director


Memorandum of Understanding

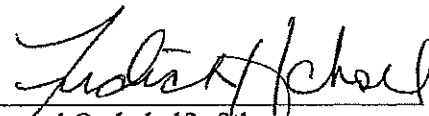
Between Illinois Troopers Lodge #41 and The Illinois State Police

As part of the resolution of Grievance #07-D8-18, Trooper Keri Englert, the Lodge and the Department agree to establish a process for an independent third party review for all officers selected to begin any Investigative assignment or officers currently eligible for advancement to the rank of Special Agent where a potential credibility issue exists. Both parties agree to the following:

1. A credibility check will determine if an officer's background has an indication of being untruthful.
2. If the check returns positive for credibility related issues, the case will be forwarded to the FOP attorney for review.
3. If the FOP attorney disagrees with the findings, the case will be turned over to a third party, agreeable to the Department and the FOP, to review and provide final determination.
4. Any fees/costs of the independent third party will be shared equally by the Lodge and the Department.
5. If the independent third party determines there are no credibility issues, the officer in question will be advanced to Special Agent provided all qualifications are met for advancement per ISP policy.

ACCEPTED AND AGREED


 For and On Behalf of the
 Illinois State Police
 Date 02.19.10


 For and On behalf of the
 F.O.P., Troopers Lodge No. 41
 Date 02-22-10

ILLINOIS STATE POLICE
POP Sworn Salary Schedule
 Effective 1/1/20
 Adds a 1.5% COLA

Years of Service

LEVEL	RANK	1YR	2YR	3YR	4YR	5YR	6.5YR	7YR	8YR	10YR	12.5YR	14YR	16YR	17.5YR	20YR	22.5YR	25YR	
2	Trooper	\$5,075.00 \$25.18 \$60,935.00	\$5,321.00 \$30.58 \$63,852.00															
2A	Trooper First Class	\$5,702.00 \$32.77 \$68,424.00	\$6,253.00 \$35.84 \$75,036.00	\$6,549.00 \$37.64 \$78,588.00	\$6,860.00 \$38.43 \$82,320.00	\$7,262.00 \$41.74 \$87,144.00	\$7,624.00 \$43.82 \$91,488.00											
2B	Master Trooper																	
2C	Senior Master Trooper																	
3	Special Agent	\$5,451.00 \$31.33 \$65,412.00	\$5,682.00 \$32.66 \$68,164.00	\$5,938.00 \$34.13 \$71,256.00	\$6,194.00 \$35.60 \$74,328.00	\$6,474.00 \$37.21 \$77,668.00	\$6,750.00 \$38.79 \$81,000.00											
3A	Senior Agent																	
3B	Inspector																	
3C	Senior Inspector																	
4	Sergeant	\$6,521.00 \$37.48 \$78,252.00	\$6,773.00 \$38.93 \$81,276.00	\$7,041.00 \$40.47 \$84,482.00	\$7,329.00 \$42.12 \$87,948.00	\$7,627.00 \$43.83 \$91,524.00	\$7,935.00 \$45.60 \$95,220.00	\$8,246.00 \$47.97 \$99,182.00	\$8,573.00 \$49.42 \$103,276.00	\$8,925.00 \$51.70 \$107,925.00	\$9,286.00 \$53.44 \$112,806.00	\$9,651.00 \$55.11 \$117,921.00	\$10,020.00 \$56.88 \$123,225.00	\$10,394.00 \$58.68 \$128,905.00	\$10,768.00 \$60.58 \$134,725.00	\$11,152.00 \$62.55 \$140,880.00	\$11,536.00 \$64.46 \$147,680.00	

ILLINOIS STATE POLICE
FOP Sworn Salary Schedule
 Effective 7/1/20
 Adds a 2.1% COLA

Years of Service

LEVEL	RANK	1YR	2YR	3YR	4YR	5YR	6.5YR	7YR	8YR	10YR	12.5YR	14YR	15YR	17.5YR	20YR	21YR	22.5YR	25YR		
2	Trooper	\$5,185.00 \$28.80 \$82,220.00	\$5,433.00 \$31.22 \$65,196.00																	
2A	Trooper First Class	\$5,819.00 \$33.44 \$69,828.00	\$6,084.00 \$35.02 \$76,694.00	\$6,382.00 \$36.68 \$80,208.00	\$6,684.00 \$38.41 \$80,208.00	\$7,001.00 \$40.24 \$88,944.00	\$7,412.00 \$42.60 \$88,944.00	\$7,793.00 \$44.72 \$93,372.00												
2B	Master Trooper							\$7,831.00 \$45.01 \$93,972.00	\$8,204.00 \$47.16 \$98,448.00	\$8,538.00 \$49.07 \$102,456.00	\$8,866.00 \$51.47 \$107,472.00									
2C	Senior Master Trooper									\$9,006.00 \$51.76 \$106,072.00	\$9,422.00 \$54.21 \$113,184.00	\$9,886.00 \$56.81 \$119,820.00								
3	Special Agent	\$5,565.00 \$31.86 \$66,780.00	\$5,801.00 \$33.54 \$69,612.00	\$6,063.00 \$34.84 \$72,756.00	\$6,324.00 \$36.34 \$75,868.00	\$6,610.00 \$37.99 \$79,320.00	\$6,922.00 \$39.61 \$82,704.00													
3A	Senior Agent							\$7,017.00 \$40.33 \$84,204.00	\$7,336.00 \$42.16 \$86,032.00	\$7,733.00 \$44.44 \$92,796.00	\$8,121.00 \$46.67 \$97,462.00									
3B	Inspector							\$8,471.00 \$46.96 \$98,062.00	\$8,861.00 \$49.01 \$102,324.00	\$9,257.00 \$50.93 \$106,332.00	\$9,657.00 \$53.20 \$111,084.00									
3C	Senior Inspector									\$9,307.00 \$53.49 \$111,684.00	\$9,724.00 \$55.89 \$116,688.00	\$10,168.00 \$58.44 \$122,016.00								
4	Sergeant	\$6,658.00 \$38.26 \$79,896.00	\$6,915.00 \$39.74 \$82,980.00	\$7,189.00 \$41.32 \$86,268.00	\$7,483.00 \$43.01 \$89,796.00	\$7,787.00 \$44.75 \$93,444.00	\$8,102.00 \$46.56 \$97,224.00	\$8,521.00 \$48.97 \$102,232.00	\$8,957.00 \$51.48 \$107,484.00	\$9,391.00 \$53.83 \$111,972.00	\$9,717.00 \$55.84 \$116,604.00	\$10,143.00 \$58.24 \$121,696.00								

ILLINOIS STATE POLICE
POP Sworn Salary Schedule
 Effective 7/1/21
 Adds a 3.95% COLA

Years of Service

LEVEL	RANK	1YR	2YR	3YR	4YR	5YR	6.5YR	7YR	8YR	10YR	12.5YR	14YR	15YR	17.5YR	20YR	21YR	22.5YR	25YR			
2	Trooper	\$5,290.00 \$30.38 \$64,680.00	\$5,548.00 \$32.46 \$67,776.00																		
2A	Trooper First Class	\$6,044.00 \$34.74 \$72,528.00	\$6,330.00 \$36.38 \$75,960.00	\$6,629.00 \$38.10 \$79,548.00	\$6,943.00 \$39.90 \$83,316.00	\$7,273.00 \$41.80 \$87,276.00	\$7,700.00 \$44.25 \$92,400.00	\$8,083.00 \$46.45 \$96,996.00													
2B	Master Trooper																				
2C	Senior Master Trooper																				
		\$9,355.00 \$53.76 \$112,280.00	\$9,796.00 \$56.31 \$117,576.00	\$10,252.00 \$58.86 \$123,228.00	\$10,713.00 \$61.41 \$128,988.00	\$11,174.00 \$63.96 \$134,744.00	\$11,635.00 \$66.51 \$140,500.00	\$12,096.00 \$69.06 \$146,256.00	\$12,557.00 \$71.61 \$152,012.00	\$13,018.00 \$74.16 \$157,768.00	\$13,479.00 \$76.71 \$163,524.00	\$13,940.00 \$79.26 \$169,280.00	\$14,401.00 \$81.81 \$175,036.00	\$14,862.00 \$84.36 \$180,792.00	\$15,323.00 \$86.91 \$186,548.00	\$15,784.00 \$89.46 \$192,304.00	\$16,245.00 \$92.01 \$198,060.00	\$16,706.00 \$94.56 \$203,812.00	\$17,167.00 \$97.11 \$209,564.00		
3	Special Agent	\$5,785.00 \$35.25 \$69,420.00	\$6,030.00 \$36.86 \$72,360.00	\$6,302.00 \$38.47 \$75,624.00	\$6,574.00 \$39.78 \$78,988.00	\$6,871.00 \$41.39 \$82,452.00	\$7,184.00 \$43.00 \$85,968.00	\$7,511.00 \$44.61 \$89,484.00	\$7,848.00 \$45.92 \$92,992.00	\$8,185.00 \$47.23 \$96,500.00	\$8,542.00 \$48.54 \$100,028.00	\$8,909.00 \$49.85 \$103,088.00	\$9,276.00 \$51.16 \$106,168.00	\$9,653.00 \$52.47 \$109,268.00	\$10,040.00 \$53.78 \$112,388.00	\$10,417.00 \$55.09 \$115,528.00	\$10,794.00 \$56.40 \$118,708.00	\$11,171.00 \$57.71 \$121,868.00	\$11,548.00 \$59.02 \$125,048.00	\$11,925.00 \$60.33 \$128,248.00	
3A	Senior Agent																				
		\$7,288.00 \$41.89 \$91,468.00	\$7,621.00 \$43.40 \$94,988.00	\$7,954.00 \$44.91 \$98,508.00	\$8,287.00 \$46.42 \$102,048.00	\$8,620.00 \$47.93 \$105,108.00	\$8,953.00 \$49.44 \$108,208.00	\$9,286.00 \$50.95 \$111,308.00	\$9,619.00 \$52.46 \$114,408.00	\$9,952.00 \$53.97 \$117,508.00	\$10,285.00 \$55.48 \$120,608.00	\$10,618.00 \$56.99 \$123,808.00	\$10,951.00 \$58.50 \$127,008.00	\$11,284.00 \$60.01 \$130,208.00	\$11,617.00 \$61.52 \$133,408.00	\$11,950.00 \$63.03 \$136,608.00	\$12,283.00 \$64.54 \$139,808.00	\$12,616.00 \$66.05 \$143,008.00	\$12,949.00 \$67.56 \$146,208.00	\$13,282.00 \$69.07 \$149,408.00	
3B	Inspector																				
		\$8,487.00 \$48.78 \$101,844.00	\$8,857.00 \$50.29 \$105,364.00	\$9,227.00 \$51.80 \$108,884.00	\$9,597.00 \$53.31 \$112,404.00	\$9,967.00 \$54.82 \$115,944.00	\$10,337.00 \$56.33 \$119,004.00	\$10,707.00 \$57.84 \$122,564.00	\$11,077.00 \$59.35 \$126,124.00	\$11,447.00 \$60.86 \$129,684.00	\$11,817.00 \$62.37 \$133,244.00	\$12,187.00 \$63.88 \$136,804.00	\$12,557.00 \$65.39 \$140,364.00	\$12,927.00 \$66.90 \$143,924.00	\$13,297.00 \$68.41 \$147,484.00	\$13,667.00 \$69.92 \$151,044.00	\$14,037.00 \$71.43 \$154,604.00	\$14,407.00 \$72.94 \$158,164.00	\$14,777.00 \$74.45 \$161,724.00	\$15,147.00 \$75.96 \$165,284.00	
3C	Senior Inspector																				
		\$9,668.00 \$55.56 \$116,016.00	\$10,038.00 \$57.07 \$119,536.00	\$10,408.00 \$58.58 \$123,056.00	\$10,778.00 \$60.09 \$126,576.00	\$11,148.00 \$61.60 \$130,116.00	\$11,518.00 \$63.11 \$133,676.00	\$11,888.00 \$64.62 \$137,236.00	\$12,258.00 \$66.13 \$140,796.00	\$12,628.00 \$67.64 \$144,356.00	\$12,998.00 \$69.15 \$147,916.00	\$13,368.00 \$70.66 \$151,476.00	\$13,738.00 \$72.17 \$155,036.00	\$14,108.00 \$73.68 \$158,596.00	\$14,478.00 \$75.19 \$162,156.00	\$14,848.00 \$76.70 \$165,716.00	\$15,218.00 \$78.21 \$169,276.00	\$15,588.00 \$79.72 \$172,836.00	\$15,958.00 \$81.23 \$176,396.00	\$16,328.00 \$82.74 \$180,456.00	
4	Sergeant	\$6,921.00 \$38.78 \$93,052.00	\$7,186.00 \$40.29 \$96,238.00	\$7,451.00 \$41.80 \$99,424.00	\$7,716.00 \$43.31 \$102,610.00	\$7,981.00 \$44.82 \$105,986.00	\$8,246.00 \$46.33 \$109,552.00	\$8,511.00 \$47.84 \$113,018.00	\$8,776.00 \$49.35 \$116,054.00	\$9,041.00 \$50.86 \$119,096.00	\$9,306.00 \$52.37 \$122,174.00	\$9,571.00 \$53.88 \$125,294.00	\$9,836.00 \$55.39 \$128,414.00	\$10,101.00 \$56.90 \$131,536.00	\$10,366.00 \$58.41 \$134,598.00	\$10,631.00 \$59.92 \$137,760.00	\$10,896.00 \$61.43 \$140,942.00	\$11,161.00 \$62.94 \$144,194.00	\$11,426.00 \$64.45 \$147,456.00	\$11,691.00 \$65.96 \$150,618.00	\$11,956.00 \$67.47 \$153,782.00

ILLINOIS STATE POLICE
FOP Sworn Salary Schedule
 Effective 7/1/22
 Adds a 3.95% COLA

Years of Service

LEVEL	RANK	1YR	2YR	3YR	4YR	5YR	6.5YR	7YR	8YR	10YR	12.5YR	14YR	15YR	17.5YR	20YR	21YR	22.5YR	25YR	
2	Trooper	\$5,603.00 \$32.20 \$67,235.00	\$5,871.06 \$33.74 \$70,452.00																
2A	Trooper First Class			\$6,278.00 \$36.08 \$75,336.00	\$6,575.00 \$37.79 \$78,900.00	\$6,886.00 \$39.57 \$82,632.00	\$7,212.00 \$41.45 \$86,544.00	\$7,555.00 \$43.37 \$90,660.00	\$7,999.00 \$45.37 \$95,998.00	\$8,397.00 \$46.26 \$100,764.00									
2B	Master Trooper																		
2C	Senior Master Trooper																		
3	Special Agent	\$6,014.00 \$34.56 \$72,168.00	\$6,288.00 \$36.02 \$75,216.00	\$6,561.00 \$37.65 \$78,612.00	\$6,834.00 \$39.28 \$82,008.00	\$7,142.00 \$41.05 \$85,704.00	\$7,447.00 \$42.80 \$89,364.00												
3A	Senior Agent																		
3B	Inspector																		
3C	Senior Inspector																		
4	Sergeant	\$7,184.00 \$41.34 \$86,328.00	\$7,472.00 \$42.94 \$89,664.00	\$7,768.00 \$44.36 \$93,216.00	\$8,066.00 \$45.47 \$97,032.00	\$8,415.00 \$46.47 \$100,980.00	\$8,765.00 \$47.92 \$105,498.00	\$9,208.00 \$49.32 \$110,498.00	\$9,679.00 \$50.32 \$115,148.00	\$10,083.00 \$51.95 \$120,996.00	\$10,500.00 \$53.34 \$126,000.00	\$10,849.00 \$54.93 \$131,366.00	\$11,410.00 \$56.57 \$136,920.00	\$11,897.00 \$58.31 \$142,764.00	\$12,410.00 \$60.30 \$148,816.00	\$12,973.00 \$62.43 \$155,166.00	\$13,587.00 \$64.77 \$162,016.00	\$14,264.00 \$67.43 \$169,216.00	

NOTES

**FRATERNAL ORDER OF POLICE (FOP)
ILLINOIS TROOPERS LODGE NO. 41**

5880 South Sixth Street Road • Springfield, Illinois 62703 • 217-529-4104 • Fax: 217-529-4269

**ILLINOIS STATE POLICE
OFFICE OF LABOR RELATIONS**

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