

# **ILLINOIS FOP LABOR COUNCIL**

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and

## **THE BOARD OF TRUSTEES - EASTERN ILLINOIS UNIVERSITY**

Police Officer and Sergeant

July 1, 2022 – June 30, 2026

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COLLECTIVE BARGAINING AGREEMENT

by and between

THE BOARD OF TRUSTEES

EASTERN ILLINOIS UNIVERSITY

AND

THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

On behalf of and with certain employees in

EASTERN ILLINOIS UNIVERSITY POLICE DEPARTMENT

JULY 1, 2022 - JUNE 30, 2026

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## **ARTICLE I - PREAMBLE**

This Agreement is made and entered into on \_\_\_\_\_, 2022, by and between the Board of Trustees, on behalf of Eastern Illinois University, hereinafter called the Employer, and the Illinois Fraternal Order of Police Labor Council on behalf of certain employees of the Eastern Illinois University Police Department, hereinafter referred to as the Labor Council.

## **ARTICLE II - UNION RECOGNITION AND NEW CLASSIFICATIONS**

### **Section 2.1 - Recognition**

In accordance with the provisions set forth in Public Act 83-1014, the Employer recognizes the Labor Council as the exclusive collective bargaining agent in all matters, pertaining to wages, hours and working conditions as herein contained except those expressly provided for or controlled by the State Universities Civil Service System, the Illinois Compiled Statutes and the EIU Board of Trustee Regulations governing Civil Service Employees (hereinafter referred to as Regulations), for all employees in the classification of Police Officer and Sergeant.

The Employer agrees to notify all new employees in the classifications covered by this Agreement that the Labor Council is the exclusive bargaining agent.

### **Section 2.2 - New Classifications**

It is agreed that changes in classification titles shall not deny to the Labor Council the right of representation. The Employer also agrees that if a new classification is established covering the same work as now being done by any of the classifications in this Agreement, such new classifications shall become a part of this Agreement.

## **ARTICLE III - NON-DISCRIMINATION**

### **Section 3.1 - No Discrimination Union Activity**

The Employer and the Labor Council agree that there shall be no discrimination against or coercion by any Employer or Labor Council representative against employees regarding Labor Council membership, that membership is a matter of the employees' free choice and determination. Further, the Employer agrees that there will be no discrimination against representatives or officers of the Labor Council, engaged in the negotiations of the agreements, the adjustment of grievances or the performance of related work in the interest of the Labor Council and its members.

### **Section 3.2 - No Discrimination**

The Employer and the Labor Council agree that they will not deny membership to nor in any way practice discrimination against any employee because of race, creed, color, national origin, sex, sexual orientation, age, religion, marital or parental status, political affiliation and non-job related physical or mental disability. Any claim of discrimination shall be processed through the appropriate state or federal agency and not through the

grievance procedure of this Agreement, however, all Eastern Illinois University employees, including those who belong to unions, retain the right to file complaints internally with the Office of Civil Rights.

## **ARTICLE IV - DUES DEDUCTIONS**

### **Section 4.1 - Deductions**

Upon receipt of a signed authorization from an employee in the form set forth by the employer, the regular monthly dues of the Labor Council shall be deducted from such employee's pay each pay period and submitted to the Labor Council on a monthly basis. The Labor Council shall notify the Director of Human Resources, copy to the Payroll Department, in writing, of the amount of dues to be deducted thirty (30) days in advance of the effective date. Such deduction shall continue until the employee revokes his/her written authorization in the same manner as it was initially given or until the termination of this Agreement.

### **Section 4.2 - Remittance**

Upon receipt of an appropriate written dues deduction authorization form from an employee, such authorized deductions shall be made and shall be remitted monthly to the Illinois Fraternal order of Police Labor Council at the address designated by the Labor Council, in accordance with the laws of the State of Illinois. The Labor Council shall advise the Employer of any increase in dues or other approved deductions in writing at least thirty (30) days prior to its effective date.

### **Section 4.3 - Religious Exemption**

Should any employee be unable or unwilling to pay their contribution to the Labor Council based upon a bona fide religious tenets or teachings of a church or religious body of which such employee is a member, such amount equal to their fair share, shall be paid to a non-religious charitable organization mutually agreed upon by the employee affected and the Labor Council. If the Labor Council and the employee are unable to agree on the matter, such payments shall be made to a charitable organization from an approved list of charitable organizations. The employee will, on a monthly basis, furnish written receipt to the Labor Council that such payment has been made.

### **Section 4.4 - Indemnification**

The Labor Council shall indemnify, defend and hold the Employer harmless against any claim, demand, suit, cost, expense or any other form of liability including attorney fees and costs arising from or incurred as a result of any act taken or not taken by the Employer, its employees, agents, and representatives in complying with or carrying out the provisions of this Article, or in reliance upon any notice, letter or authorization forwarded to the Employer by the Labor Council pursuant to this Article, including any charge that the Employer failed to discharge any duty owed to its employees arising out of the dues deduction/fair share/religious exemptions procedure.

## **ARTICLE V - MANAGEMENT RIGHTS**

The Labor Council recognizes the right of the Employer to manage its operations and to plan, direct and control its employees including policies and conditions of employment. The right to plan, direct and control includes hiring, suspension, discharge, transfers and layoffs and other employment matters which shall be in accordance with the State Universities Civil Service Statutes and Rules of the State of Illinois, Board of Trustee Regulations and Internal Governing Policies as amended from time to time.

Except as otherwise expressly provided in this Agreement, nothing contained in this Agreement shall be deemed to limit the Employer in any way in the exercise of the regular and customary functions of management. The Labor Council in recognizing the right of the Employer to manage its operations agrees to cooperate in creating the highest degree of efficiency in such operations.

## **ARTICLE VI - NO STRIKE/NO LOCKOUT**

The Labor Council, its officers, agents representatives and members covered by this Agreement, shall not in any way directly or indirectly, authorize, participate in, sanction, ratify, or lend support to any strike in violation of this Article, and the Labor Council will in good faith, attempt to prohibit and prevent any unauthorized walkout, slowdown, or illegal strike which should occur during the term of this Agreement unless either party disregards a decision of an arbitrator. The Employer agrees that during the term of this Agreement, it shall not engage in any lockout of employees covered under this Agreement.

## **ARTICLE VII - DISCIPLINE**

### **Section 7.1 - Disciplinary Process**

The parties recognize the principles of progressive and corrective discipline. Disciplinary action or measures shall include the following:

- Oral Reprimand (Requires a written document.)
- Written Reprimand
- Suspension
- Discharge

Though the Employer is guided by the principal of progressive discipline, the actual level of discipline administered by the Employer shall be determined by the severity of the infraction committed by the Employee(s).

Disciplinary action may be imposed upon an employee only for just cause and due process. Discipline shall be imposed as soon as possible after the Employer becomes aware of the event or action giving rise to the discipline and has a reasonable period of time to investigate the matter.



The Employer shall be guided prior to administering discipline by the Peace Officers' Bill of Rights, Board Regulations or the State Civil Service Statute and Rules based on the incident itself or whichever applies.

At every stage of the formal disciplinary process, the employee shall be entitled to union representation when requested.

**Section 7.2 - Manner of Discipline**

If the Employer has reason to discipline an employee, it shall be done in private and in a manner that will not embarrass the employee before other employees, students or the public.

**Section 7.3 - Appealing Discharge**

In the event the Employer moves to discharge a Police Officer or Police Sergeant, the parties agree that once an election on method is made to challenge the discharge either before the Civil Service Merit Board or arbitration, that the process not chosen is thereby waived by the parties.

**Section 7.4 - Removal of Oral/Written Reprimand**

The Employer agrees to remove an oral/written reprimand from an employee's official personnel file after eighteen (18) months have elapsed without the employee(s) having received additional discipline for the same or similar offense which was the reason for the original oral/written reprimand.

**Section 7.5 - File Inspection**

The Employer agrees to abide by the provisions of the Employee Access to Personnel Records, Act, 820 ILCS 40/1 et seq., as from time to time amended.

**ARTICLE VIII - GRIEVANCE AND ARBITRATION**

**Section 8.1 - Purpose**

The purpose of the Grievance procedure is to secure at the lowest possible level, a fair and equitable solution to the problems of the parties. Both parties shall make an earnest and honest effort to resolve the grievance in the most expeditious, cooperative and harmonious manner possible.

**Section 8.2 - Grievance**

A. A Grievance is hereby defined to be any dispute, controversy or difference of opinion between the Employer and the Labor Council or any employee covered by this Agreement regarding the application, meaning or interpretation of this Agreement.

B. Grievances may be processed by the Labor Council on behalf of an employee or on behalf of a group of employees or itself setting forth name(s) or group(s) of employee(s). Either party may have the grievant or one grievant representing group grievants present at any step of the grievance procedure, and the employee is entitled to a Labor Council

representative at each and every step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group.

C. The Labor Council agrees that should an employee file an appeal of a discharge or demotion with the Merit Board their contractual right to file a grievance is thereby waived. Neither probationary employees nor the Labor Council shall be permitted to file a grievance in the event of a discharge of a probationary employee.

### **Section 8.3 - Grievance Steps**

Step 1. The employee and/or the Labor Council shall orally raise the grievance with the employee's supervisor who is outside the bargaining unit. All grievances must be presented not later than ten (10) working days from the date the grievant became aware or reasonably should have been aware, of the occurrence giving rise to the grievance exclusive of the employee's days off. The supervisor shall then make a reasonable effort to adjust the matter and shall respond orally within five (5) working days.

Step 2. If a grievance is not resolved at Step 1, the written grievance shall be presented to the University Director of Employee and Labor Relations or designee within five (5) working days after the date the Step 1 response is given or due, whichever is earliest. The Director of Employee and Labor Relations or designee and the local Labor Council representatives shall meet within ten (10) working days. The Labor Council agrees that not more than one (1) local Labor Council representative shall be present at said meeting. The Director of Employee and Labor Relations or designee shall respond in writing within ten (10) working days following the conclusion of the meeting.

Step 3. If the grievance is not resolved in Step 2, the Labor Council may request a pre-arbitration conference to include representatives of the Labor Council and the University Office of Employee and Labor Relations for the purpose of resolving the grievance. Such request shall be presented in writing to the other party with a copy to the Director of Employee and Labor Relations or designee, within fourteen (14) calendar days from the receipt of the opinion of the Director of Employee and Labor Relations or designee under step 2. The conference shall be scheduled within twenty (20) calendar days of the request for the conference.

### **Section 8.4 - Arbitration**

A. If the Labor Council is not satisfied with the Step 3 response, the written grievance may be referred to arbitration by so notifying the Director of Employee and Labor Relations or designee in writing within ten (10) working days after the receipt of the decision. The Director of Employee and Labor Relations or designee and the Labor Council shall attempt to agree upon an arbitrator, but if they are unable to do so within ten (10) working days of the written notice to arbitrate, the parties shall jointly request the Federal Mediation and Conciliation Service submit a panel of seven (7) arbitrators. The parties shall each strike names from the list, determining the first name by coin toss and then alternately striking names until one (1) name is left. The remaining person shall be the arbitrator who shall be notified of their selection by a joint letter from both parties

requesting that a date and time for the hearing be established subject to the reasonable availability of the parties. All hearings shall take place in the City of Charleston, Illinois, unless otherwise mutually agreed.

B. Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator. The Employer or the Labor Council shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses who are not employees of the employer. The employer shall not be obligated for payment of employees travel expenses and/or time spent outside of the employees normal working hours.

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question of arbitrability. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the grievance. The arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall submit a written decision to the parties within thirty (30) working days of the close of the hearing or the submission of briefs, whichever is later, unless the parties agree to an extension.

The decision and award of the arbitrator shall be final and binding on the Employer, Labor Council and the employee or employees involved.

The expenses and fees of the arbitrator and the cost of the hearing room shall be shared equally by the parties.

If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, it shall pay for the cost of its copy.

### **Section 8.5 - Procedure**

A. Grievances may be withdrawn at any step of the Grievance Procedure without prejudice. Grievances not appealed within the designated time limits will be treated as withdrawn grievances.

B. The time limits at any step or for any hearing may be extended by mutual agreement of the parties involved at that particular step.

C. The Employer's failure to respond within the time limits shall not find in favor of the grievant, but shall automatically advance the grievance to the next step.

D. Grievances may be filed at any step of the Grievance Procedure by mutual agreement of the parties at that step.

E. Any work day references (Monday through Friday, excluding holidays) within sections 8.1-8.4, will reflect as calendar days for any member operating under 12-hour work shifts.

## **ARTICLE IX - LABOR MANAGEMENT CONFERENCES**

The Union and the Employer mutually agree that, in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union representatives and the Employer. Such meetings may be requested at least seven (7) days in advance by either party placing in writing a request to the other for a Labor Management Conference and expressly providing the agenda for such meeting. Such meetings shall be held on the campus of Eastern Illinois University or in the City of Charleston, Illinois, unless the parties mutually agree otherwise.

The purpose of any such meeting shall be limited to:

1. Discussion on the implementation and general administration of this Agreement;
2. Grievances are to be processed under the grievance procedure and they shall not be discussed at Labor Management Conferences.

Up to three (3) bargaining unit employees may attend a Labor Management Conference. However, approval shall be secured from their immediate supervisor prior to attending said conference. Unless an emergent situation arises, operational need shall be the basis for approving/disapproving such a request. Employees in pay status at the time of the Labor Management Conference shall be paid their regular pay for attending said conference. However, no employee shall be paid overtime for attending a Labor Management Conference.

## **ARTICLE X - INDEMNIFICATION**

To the fullest extent permitted by law, the Board shall indemnify and advance and pay indemnification expenses, including attorneys' fees and costs, to its Trustees, officers, employees, and any person who has been duly appointed in writing as an agent of Eastern Illinois University, and to any person who is or was serving at the request of the Board as a Trustee, director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise. Prior to such indemnification, the Board may require compliance with the terms of the State Employee Indemnification Act, 5 ILCS 350/01, et seq., and the Court of Claims Act, 705 ILCS 505/1 et seq., in circumstances to which whose Acts may apply and as from time to time amended.

## **ARTICLE XI - SENIORITY**

### **Section 11.1 - Seniority/Rules**

Seniority shall be determined and applied in accordance with the statute and rules of the State Universities Civil Service System.

### **Section 11.2 - Seniority List**

The seniority list shall be posted on the Union bulletin board one (1) week in advance of a bid meeting defined in Section 3 of this Article.

### **Section 11.3 - Shift Bidding**

Employees shall be allowed to exercise their seniority within rank three times each calendar year for the purpose of selecting their hours of work and days off (regardless of 8, 10, or 12-hour work shifts). Each available position shall be posted no later than thirty (30) calendar days prior to the implementation of the new work schedule. The effective date for implementing the new work schedules shall be as follows:

- a. the first pay period in Fall Semester (August)
- b. the first pay period in the Spring Semester (January)
- c. the first pay period in the first session of Summer School.

### **Section 11.4 - Schedule Change:**

In the event the Chief finds it necessary to change the days off or shift of a position within a rank on a permanent basis and between bid meetings, the new schedule shall be posted for bid.

In the event of unplanned or emergency situations, the Chief of Police or designee reserves the right to reassign the least senior member on each shift, if necessary to ensure continuity of operations.

### **Section 11.5 - Specialized Assignments**

Positions that are designated by the chief as specialized assignments (ex. detective, drug task force, crime prevention) shall be exempt from this bid process and selection of officers to perform those duties shall be at the discretion of the Chief. Any new specialized assignments shall be exempt from the bid process during the life of this agreement; however prior to implementing a new specialized assignment, the Employer shall meet and confer with the Union regarding the operational need to have the specialized assignment position on a particular shift or schedule.

### **Section 11.6 - Promotions**

Other factors being equal, seniority shall be the determining factor in promotion within the promotional line. This provision is applicable only to those employees who have qualified by passing the appropriate examination for the classification and are eligible under Civil Service Rules for certification.

### **Section 11.7 - Bike Patrol**

The parties agree that the assignment to the bike patrol shall be voluntary, first. However; if a shift requires more bargaining unit employees than have volunteered, the inverse seniority (least senior first) will be used in the assignment of bargaining unit employees for bike patrol.

## **ARTICLE XII - UNION REPRESENTATIVES**

### **Section 12.1 - Union Negotiating Team**

Members (not to exceed three) designated as being on the Union negotiation team who are regularly scheduled to work on a day on which negotiations will occur, shall for the purpose of attending scheduled negotiations, be excused from their regular duties with pay. If a designated Union negotiating team member is in regular day off status on the day of negotiations, s/he will not be compensated for attending the sessions.

### **Section 12.2 - Limitations**

No negotiations team member shall be granted overtime pay for attending negotiations.

## **ARTICLE XIII - BULLETIN BOARDS**

The Employer shall provide the Union with a bulletin board upon which the Union may post its notices. However, there shall be no posting of notices that are political, partisan, or defamatory in nature. Only official Union notices shall be placed on the bulletin board.

## **ARTICLE XIV - TRAINING**

### **Section 14.1 - General**

The Eastern Illinois University Police Department and the Fraternal Order of Police are committed to the principal of training. Training shall be scheduled by the Chief of Police or designee. Officers who attend training sessions which result in a workweek in excess of forty (40) hours shall be paid one and one-half (1 1/2) times the base rate of pay for all excess hours; however, travel to and from a training site outside of Coles County shall be in accordance with the Fair Labor Standards Act, as from time to time amended.

The Chief of Police and the University agree to provide training on an equal basis to all bargaining unit members. Employees shall be allowed to attend additional classes, on their own time and for no compensation. Specific class fees shall be paid by the employee. Prior to attending any class, the employee must notify the Chief of Police of their attendance.

### **Section 14.2 - Promotional Exams**

Promotional examinations and any training courses conducted in preparation for the examination shall be opened to all qualified employees in the promotional line.

### **Section 14.3 - Transportation for Training**

The Employer agrees to provide a University vehicle (when available) for transportation purposes for training outside of Coles County.

#### **Section 14.4 - Training, 12-Hour Shifts**

Any member operating under 12-hour work shifts whom attends training sessions which results in excess of eighty-four (84) hours in a pay period will be paid one-and-one-half (1 ½ ) times the regular rate of pay.

All training must have approval of the Chief of Police or designee. Training will be reevaluated every ninety (90) days per Article IX.

### **ARTICLE XV - BENEFITS**

All benefits provided for or available to employees shall be pursuant to those specifically adopted and published by the Board in its manual of Regulations governing Civil Service Employees, unless otherwise expressly stated in this Agreement. The benefits described in these Regulations shall be subject to applicable state and federal laws and shall be automatically terminated or modified to maintain congruence with such laws or any repeal or amendment thereof.

Benefits shall include and are limited to accrued leave, holidays, sick leave, sick leave bank, bereavement leave, jury duty, and leave of absence. Definitions of eligibility for the heretofore named benefits shall be as described in the manual of Regulations governing Civil Service Employees, adopted by the Board.

A. In accordance with Board of Trustee (BOT) Regulations and the terms of this Agreement, Bargaining Unit employees shall observe holidays on the actual calendar date of the holiday. Actual starting and ending times of holidays shall be in accordance with the terms of this Agreement. The Chief of Police shall determine staffing levels for holidays. Each semester, a holiday schedule will be created and vacancies or positions to be filled will be filled using a rotating seniority basis on each shift. The least senior Bargaining Unit employee on that shift may be required to work the holiday.

A Bargaining Unit employee(s) who is scheduled to work the holiday requests and secures approval from the Chief to be off for the holiday will be placed at the bottom of the seniority list for the next holiday as if he/she he had worked the holiday.

B. The following holidays shall be observed each fiscal year in accordance with BOT Regulations: Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King Jr. Birthday (third Monday in January), Lincoln's Birthday (February 12<sup>th</sup>), and Memorial Day (last Monday in May).

C. Benefit time and usage and payment shall be consistent with the number of hours comprising the employee's basic work schedule. For purposes of holiday payment, the holiday shall be considered as commencing at midnight or on the shift closest to the midnight start of the holiday and will end twenty-four (24) hours later.

D. Positions exempt from the bid process as per Article 11, Section 5, specialized assignments, will observe holidays on the day designated by the Chief (either on the day observed by the University or the actual calendar holiday day).

E. Any member operating under 12-hour work shifts and who works a holiday will be compensated at one-and-one-half (1 ½ ) times the regular rate for all hours worked and will receive eight (8) hours of holiday pay at their regular rate. All other members that are not scheduled to work during a holiday, will be compensated for eight (8) hours of holiday pay at their regular rate.

## **ARTICLE XVI - HEALTH AND LIFE INSURANCE, PENSIONS AND DISABILITY**

During the terms of this Agreement, health and life insurance benefits shall be provided to all eligible employees covered by this Agreement in accordance with Illinois State Employees Group Insurance Act of 1971 (5 ILCS 375/1 et seq.). The parties agree to accept the terms and conditions of life and health benefits as provided by the Department of Central Management Services at a statewide level intended to apply to state universities.

During the term of this Agreement, retirement, death, and disability benefits shall be provided to all eligible employees covered by this Agreement in accordance with the Illinois Pension Code (40 ILCS 5/1-101 et seq.).

During the term of this Agreement, statutory benefits under workers' compensation shall be provided to all eligible employees covered by this Agreement in accordance with the Public Employee Disability Act (5 ILCS 345/0.01 et. seq.).

During the term of this Agreement, related optional benefits (e.g., U.S. Savings Bonds, supplemental health and life insurance, tax sheltered annuities) available to other eligible university employees, shall be available to eligible employees covered by this Agreement in accordance with applicable Board policies and guidelines.

## **ARTICLE XVII - WAGES, HOURS OF WORK**

### **Section 17.1 - Wages**

Wages of employees covered by this Agreement shall be as set forth in Addendum A-1 and A-2.

### **Section 17.2 - Hours of Work**

The basic work schedule for all employees shall be twelve (12)-hour work shifts that accounts for eighty-four (84) work hours. 12-hour work shifts will be composed of eighty (80) regular work hours each bi-weekly pay period and four (4) additional hours assigned as Kelly time. Kelly time hours will be utilized as compensatory time with the following exceptions: no cash-out options, officers cannot rollover more than twenty-four (24) hours each July 1, and officers cannot (at any time) exceed more than one-hundred-and-four (104) Kelly time hours. In the event that manning falls below eight (8) officers, the



University agrees to meet with the Union prior to implementation of alternative work schedules. All other work shifts shall normally be forty (40) hours each week composed of five (5) consecutive days consisting of eight (8) consecutive hours each followed by two (2) consecutive days off or four (4) consecutive days consisting of ten (10) consecutive hours each followed by three (3) consecutive days off.

Regardless of the schedule being worked (8's or 10's), the Employer shall include on each shift's basic work schedule at least one schedule which includes Saturday and Sunday as days off when there are fifteen (15) Patrol Officers and Sergeants below the rank of Lieutenant. (This excludes specialty positions, i.e. Detective, Drug Task Force, and Crime Prevention).

### **Section 17.3 - Overtime**

All hours worked in excess of the basic work schedule shall be overtime and compensation shall be at the rate of one and one-half (1 ½) times the basic hourly rate except that an employee working on their seventh (7<sup>th</sup>) day of the work week shall receive double the base rate of pay for all hours worked. For the purpose of computing overtime, paid benefit time for which work is not performed shall count as time worked in any workweek. The workweek for the purpose of overtime compensation shall consist of seven (7) consecutive, twenty-four (24) hour periods, commencing with the day and hour of the employee's first workday.

For 12-hour work schedules, all time worked in excess of 12-hours in a work day or eighty-four (84) hours in a pay period shall be considered overtime and will be compensated at one-and-one-half (1 ½) times the regular rate.

The Employer is not responsible for the payment of overtime when caused by the implementation of the contractual bid process.

When an employee covered by this Agreement is required by the Employer to attend meetings, conferences or to undergo physical examinations outside of their regularly scheduled working hours and in addition to a normal day's work the employee shall be paid at one and one-half (1 ½) times the regular hourly rate exclusive of any other provisions contained within this Article.

### **Section 17.4 - Twenty-Four Hour Operation**

It is understood and agreed that the Police Department is required to work a seven (7) day week operation and that employees may be required to take two (2) days off other than Saturday and Sunday.

### **Section 17.5 - Call Back**

Whenever an employee is called back to work after completing a regular day's work he shall receive at least two (2) hours pay at the overtime rate. When an employee is called back to work on his scheduled day off he shall receive the minimum of four (4) hours at the applicable overtime rate of pay.

Any member operating under 12-hour work shifts shall be compensated at one-and-one-half (1 ½ ) times the regular rate of pay as it pertains to section 17.5.

**Section 17.6 - Overtime Payment**

Bargaining unit employees may choose either cash payment or compensatory time for hours of overtime except for homecoming and graduation(s) which are already designated as compensatory time only. Bargaining Unit employees may accrue up to a maximum of one hundred and ninety hours (190) hours. For purposes of voluntary training outside the employee's normal work schedule only, time and one-half (1 ½) compensatory time may be paid. To qualify under this language, the employee and the Chief of Police or designee shall mutually agree to such payment for voluntary training in advance.

**Section 17.7 - Shift Trades**

Employees shall be allowed to trade duty shifts by completing a duty shift trade notification form which shall be submitted to the respective shift supervisor twenty-four (24) hours prior to the start of the affected employee's shift, so long as the following conditions are met:

- 1) The duty shift trade occurs within the same pay period;
- 2) Approval must be obtained by the shift Lieutenant or Chief of Police;
- 3) The duty shift trades cannot result in overtime to the University;
- 4) Payroll and time records have to accurately report who has worked and when;  
and
- 5) Specialized positions are excluded, (i.e. Detective and/or Drug Task Force).

**Section 17.8 - Field Training Officer (FTO) Pay**

An employee assigned as Field Training Officer (FTO) and/or instructor shall receive \$1.50 per hour for all time spent training a new member. FTO and instructors will be at Chief's or designees' discretion.

**Section 17.9 - Parking**

Each employee, \$100.00 per year.

**ARTICLE XVIII - OVERTIME CHARTS**

Regular Pre-Planned:

**Section 18.1 - Overtime Distribution**

Overtime assignments shall be made by the Director of Security. An effort shall be made to distribute pre-planned overtime on a fair and equitable basis. (Overtime will be defined as additional work required by the Employer.) Pre-planned overtime shall be defined as an overtime assignment known at least 48 hours in advance. If an employee refuses an overtime assignment, he shall be credited for purposes of distribution an equal number of hours as he would have been had he worked. For an employee to be eligible for

consideration, said work shall be required during the period outside the employee's regular work schedule.

Any member operating under 12-hour work shifts will not be permitted to work more than eighteen (18) consecutive hours or more than eighteen (18) cumulative hours in any twenty-four (24) hour period, unless otherwise approved by the Chief of Police or designee.

### **Section 18.2 - Overtime Chart**

A. An overtime chart shall be maintained bi-weekly and shall show hours paid or, if an overtime assignment is refused, the employee shall be credited with the hours he/she would have been paid had he/she worked.

All overtime charts and assignments shall be kept up to date and shall be posted on the bulletin board by the bargaining unit employees. Overtime slips shall be made available to bargaining unit employees. Such postings shall not generate any overtime or grievances.

B. Any training that is compensatory in time will not count toward departmental overtime or in any overtime calculations and will not be posted on the overtime chart.

C. Management will provide reasonable notice of all overtime assignments. Any emergency overtime that is within forty-eight (48) hours and that is not preplanned may be scheduled by management.

### **Section 18.3 - July 1st Start Date**

The overtime chart shall begin on each July 1st and continue for twelve (12) months. A new overtime chart shall be established each July 1st and the balance for each preceding chart shall not be carried forward.

### **Section 18.4 - Seniority for Assignment**

The initial distribution and assignment shall be by seniority among those eligible as provided in Section 1, Overtime Defined. After the initial assignment, overtime work shall be distributed by seniority of those employees having the least amount of overtime.

### **Section 18.5 - Refusal Recorded as Worked**

Overtime work offered but refused shall be recorded as overtime actually worked insofar as eligibility for future overtime assignments.

### **Section 18.6 - Overtime and Probationary Officers**

Except for emergency situations, probationary officers shall not work overtime unless the probationary officer is working with a Field Training Officer (FTO) during the time the overtime occurs. When the probationary officer has successfully completed the FTO program, he/she shall be credited with an amount of overtime equal to the average number of hours on the overtime chart. Disputes arising from the average number of

hours shall not be grievable under the collective bargaining agreement or University grievance process.

### **Section 18.7 - Overtime Distribution Complaint Procedure**

Any time an employee feels that the overtime is not being fairly distributed, he may request a meeting with the Director of Security for the purpose of discussing a specific overtime question. He may make the request for such a meeting either on his own behalf or through the Local Labor Council Representative.

### **Section 18.8 - Overtime Exclusion from Distribution**

This article shall not apply to overtime assignments of a specialized nature and when the officer(s) possess a position or requisite experience to perform that special assignment. However, overtime for specialized assignments shall be maintained on an overtime chart and shall be posted.

#### Non-Regular Overtime

Overtime which is irregular or not known of at least 48 hours in advance such as overtime produced as a result of training or meetings, court duty, specialized assignment (i.e., task force, crime prevention, investigation), unplanned or unknown overtime. Such overtime shall not be subject to the previous requirements of this Article.

## **ARTICLE XIX - UNIFORMS AND EQUIPMENT**

### **Section 19.1 - Uniforms and Cleaning Provided/Detective Clothing Allowance**

When uniforms or shoes are required by the University the Department will furnish, launder, clean, maintain and replace such items without cost to the employee. All bargaining unit employees shall receive ninety-five dollars (\$95.00) every fiscal year toward the cost of footwear. All clothing and equipment shall meet Department standards. Payment of the allowance shall be made in the first quarter of the fiscal year. New detectives shall receive a pro-rata share of the clothing allowance (1/12<sup>th</sup> per month) if assigned to detective after the first quarter of the fiscal year.

### **Section 19.2 - Uniform Wear Restrictions**

Uniform and equipment provided by the Employer may only be worn to and from work and while performing assigned work.

### **Section 19.3 - Eye Wear/Wrist Watch Replacement**

Prescription eye wear and wrist watches damaged while the employee is engaged in the performance of police duties (without fault or negligence on the employee's behalf), shall be repaired or replaced up to a maximum of one-hundred dollars (\$100) per occurrence.

**Section 19.4 - Duty Pistol and Keys**

Upon successful completion of the department's Field Training Officer Program, the assigned duty pistol and university issued keys may be worn to and from work per departmental policy.

Each officer is responsible for the security of any weapon, ammunition, or related equipment issued to them.

**Section 19.5 - Replacement Items**

When required department issued uniform and equipment items need replaced, a Uniform and Equipment Request Form must be filled out by each bargaining unit member. Completed forms will be submitted to a bargaining unit member selected by the Union. Said Union representative will submit completed forms to the Chief of Police for approval. Requests shall not be unreasonably denied. Non-departmental issued items may be replaced up to one hundred dollars (\$100.00) at the discretion of the Chief of Police.

**Section 19.6 - Pre-Hire Contract**

Any member who resigns from EIU on a voluntary basis will pay back all costs associated with uniform and personalized or individualized equipment (such as vest). Costs will not exceed a maximum of \$5,000.00 and is as follows from the date of employment (for each employee):

- a. Leave within the first year, 100% of the related costs
- b. Leave within two years, 50% of the related costs.

**ARTICLE XX - DRUG AND ALCOHOL TESTING**

**Section 20.1 - Statement of Policy**

It is the policy of the Employer that the public has the reasonable right to expect persons employed by the Employer to be free from the effects of drugs and alcohol while on duty. The purposes of this policy shall be achieved in such manner as not to violate any constitutional rights to the members.

**Section 20.2 - Prohibitions**

Members shall be prohibited from:

- 1. Consuming, possessing, or being under the influence of alcohol on duty other than in an authorized duty capacity, when absolutely required in the conduct of an investigation, with prior supervisory authorization;
- 2. Possessing cannabis on duty other than in an authorized duty capacity or consuming cannabis on or off duty;
- 3. Possession other than in an authorized duty capacity, use or being under the influence while on duty of any controlled substances except with the approval and

guidance of a licensed physician of the United States of America and with the knowledge of an immediate supervisor;

4. Use of an illegal drug, or any designer drug not yet scheduled as a controlled substance, but which impairs a member;
5. Failing to report to their immediate supervisor any known adverse side effects of over the counter medication or prescription drugs which they are taking.

### **Section 20.3 - Drug and Alcohol Testing Permitted**

Employer shall be permitted to order members for drug and or alcohol testing under the following conditions:

A. Reasonable Suspicion:

Where the Employer has reasonable suspicion to believe that a member is under the influence of alcohol, cannabis, a controlled substance or illegal drugs during the course of the workday, the Employer shall have the right to require the member to submit to alcohol or drug testing as set forth in this Agreement. At least two (non-bargaining unit) supervisory personnel who are not in the bargaining unit must certify their reasonable suspicions concern the affected member prior to any order to submit to the testing authorized herein. The basis for reasonable suspicion shall be documented by the supervisory personnel and a copy provided to the member in writing prior to the test being ordered. There shall be no random or unit-wide testing of members, except random testing of an individual member as authorized in Section 8 below. The foregoing shall not limit the right of the Employer to conduct such tests as it may deem appropriate for persons seeking employment as a member prior to their date of hire.

B. Officer Involved Shooting or Use of Tazer:

When a law enforcement officer (member) acting within the scope of his or her law enforcement duties discharges his or her firearm (or tazer) resulting in injury or death to a person or persons pursuant to 50 ILCS 727/1-20 (for firearm), the Employer shall have the right to order the officer (member) to submit to alcohol or drug testing set forth in this Agreement.

C. Motor Vehicle Accident

When a law enforcement officer (member) acting within the scope of his or law enforcement duties is involved in a motor vehicle accident.

### **Section 20.4 - Order to Submit to Testing (this section is not applicable to motor vehicle accident incidents)**

At the time an officer (member) is ordered to submit to testing authorized by this Agreement, the Employer shall provide the member with a written notice of the order, setting forth all of objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. The member shall be permitted to consult with a representative of the Labor Council at the time the order is given. No questioning of the

member shall be conducted, without first affording the member the right to Labor Council representation and/or legal counsel. No unreasonable delay shall occur while awaiting Labor Council representations and/or legal counsel. Refusal to submit to such testing may subject the member to discipline, but the member's taking of the test shall not be construed as a waiver of any objection or rights that he/she may have.

### **Section 20.5 - Tests to be Conducted**

In conducting the testing authorized by this Agreement, the Employer shall:

- A. use a breathalyzer as authorized and certified by the Illinois Department of Public Health;
- B. ensure that the laboratory or facility use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the 17 Substance Abuse and Mental Health Services Administration (S.A.M.H.S.A.) or the U.S. Department of Health and Human Services (D.H.H.S.):
- C. ensure that the laboratory or facility selected conforms to all S.A.M.H.S.A. or D.H.H.S. standards;
- D. establish a chain of custody procedure for both sample collection and testing that will ensure the integrity of the identify of each sample and test result. No member shall be permitted at any time to become a part of such chain of custody;
- E. collect a sufficient sample of the same bodily fluid or material from an officer to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the member;
- F. collect samples in such a way as to preserve the member's right to privacy and to ensure a high degree of scrutiny for the sample and its freedom from adulteration;
- G. confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography mass spectrometry (gcms) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
- H. provide the member tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the member's own choosing and at the member's own expense within forty-eight (48) hours of the test results; provided the member notifies the Employer within twenty-four (24) hours of receiving the results of the tests;
- I. require that the laboratory or hospital facility report to the Employer that a blood or urine sample is positive only if both the initial screening and confirmation tests are

positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Employer inconsistent with the understandings expressed herein (i.e., billings for testing that reveal the nature or number of tests administered), the Employer will not use such information in any manner or forum adverse to the member's interests;

- J. require that with regard to alcohol testing, for the purpose of determining whether the officer (member) is under the influence of alcohol, test results that show an alcohol concentration of above zero (0) based upon the grams of alcohol per 100 milliliters of blood be considered positive;
- K. within three (3) calendar days after receipt of the test result, the Employer shall provide each member tested with a copy of all information and reports received by the Employer in connection with the testing and the results at the Employer's expense;
- L. ensure that no member is the subject of any adverse employment action except temporary reassignment or relief from duty with pay during the pendency of any testing procedure. Any such temporary reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

#### **Section 20.6 - Right to Contest**

The Labor Council and/or the member, with or without the Labor Council, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. It is agreed by the parties they in no way intend to have in any manner restricted, diminished or otherwise impair any legal rights that members may have with regard to such testing. Members retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Council.

#### **Section 20.7 - Voluntary Requests for Assistance**

The Employer shall take no adverse employment action against a member who prior to detection voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the Employer may require reassignment of the member with pay if he/she is then unfit for duty in his/her current assignment. The Employer shall make available through its Employee Assistance Program a means by which a member may obtain referrals and treatment. All such requests shall be confidential, and any information received by the Employer, through whatever means, shall not be used in any manner adverse to the member's interest, except reassignment as described above.



### **Section 20.8 - Discipline**

A member who, prior to detection voluntarily seeks assistance shall not be subject to discipline or other adverse employment action by the Employer. The foregoing is conditioned upon:

- A. the member agreeing to appropriate treatment as determined by the physician(s) involved;
- B. the member discontinues his/her use of illegal drugs or abuse of alcohol;
- C. the member completes the course of treatment prescribed, including an "aftercare" group for a period of up to twelve months;
- D. the member agrees to submit to random testing during hours of work during the period of "after-care."

Members who do not agree to or who do not act in accordance with the foregoing, or who test positive for the presence of illegal drugs or alcohol during the hours of work shall be subject to discipline, up to and including discharge.

The foregoing shall not be construed as an obligation on the part of the Employer to retain a member on active status throughout the period of rehabilitation if it is appropriately determined that the member's current use alcohol or drugs prevents such individual from performing the duties of a member or whose continuation on active status would constitute a direct threat to the property or safety of others. Such members shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave or take an unpaid leave of absence, at the member's option, pending treatment. The foregoing shall not limit the Employer's right to discipline members for misconduct provided such discipline shall not be increased or imposed due to alcohol or drug abuse.

Members who are taking over the counter or prescribed medication which has adverse side effect(s) that may interfere with the member's ability to perform his/her normal duties may be temporarily reassigned to another more suitable law enforcement duty when available.

## **ARTICLE XX - LIMITATIONS OF AGREEMENT**

### **Section 20.1**

A. The parties acknowledge that during the negotiations which resulted in this Agreement, the Labor Council had the unlimited right and exercised full opportunity to make demands and proposals with respect to any subject or matter. Further, it is agreed that this Agreement expressly states and constitutes all negotiated terms and conditions of employment for employees covered under the Agreement.

B. Any and all past contract demands, past agreements that would result in any monetary liability for the Employer during the term of this Agreement shall not be recognized or granted and are null and void without recourse.

**ARTICLE XXI - TERMINATION OF AGREEMENT**

**Section 21.1 - Duration**

This Agreement shall become effective at the start of the first shift beginning after 12:01 a.m., the day following ratification of its terms by the Board, and remain in full force and effect through the completion of the last shift beginning prior to 12:00 p.m. Midnight, June 30, 2026. This Agreement shall automatically be renewed thereafter from year to year unless either party notifies the other in writing at least ninety (90) calendar days prior to its expiration date of a desire to modify or terminate it, in which event negotiations will be undertaken without undue delay.

Once the notice for modification or termination has been given, this Agreement shall remain in full force and effect indefinitely throughout the negotiations until a new Agreement has been entered into; provided, however, that either party may, after the expiration date of the Agreement, terminate the same by giving at least ten (10) calendar days written notice of its intention to so terminate.

**Section 21.2 - Savings Clause**

Should any provision of this Agreement, or any application thereof, become unlawful by virtue of any federal or state law, or Executive Order of the President or the Governor of Illinois, or final adjudication of any court of competent jurisdiction, the provision or application of a provision of this Agreement shall be modified by the parties to comply with the law, order, or final adjudication, but in all other respects the provisions and applications of provisions of this Agreement shall continue in full force and effect of the life thereof.

**ARTICLE XXII - ACCEPTANCE BY PARTIES**

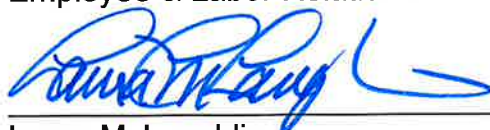
We hereby state that the foregoing instrument consisting of pages numbered one (1) to twenty-two (22) inclusive is mutually acceptable to us, and we covenant to maintain it and obey its provisions during the period of its effectiveness.



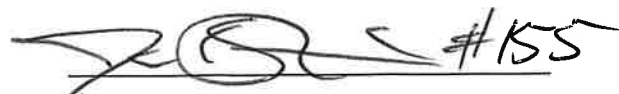
Chase Rich  
Employee & Labor Relations



Labor Committee



Laura McLaughlin  
General Counsel



Labor Committee



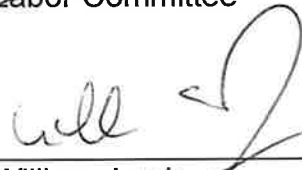
Matthew Bierman  
Vice President for Business Affairs



Labor Committee



David Glassman  
President  
Eastern Illinois University



William Jarvis  
Attorney, Labor Council Representative  
Illinois Fraternal Order of Police

12/8/22

Date

12/11/2022

Date

## ADDENDUM A-1 - WAGES AND ECONOMICS

For Period of July 1, 2022 through June 30, 2026

### Section 1. - Wages

- a) The basic hourly rates of pay for probationary Police Officers shall be as follows:

July 1, 2022

\$24.77

- b) The starting basic hourly rates of pay for Police Sergeants shall be as follows:

July 1, 2022

\$34.14

### Section 2. Step Increases

Police Officers and Police Sergeants shall receive a step increase in classification as outlined in Addendum A-2. A step increase is based on the number of years in classification with Eastern Illinois University Police Department.

When a Police Officer(s) is promoted to a Police Sergeant, such employee shall be placed in the start hourly rate of the Police Sergeant Wage Matrix.

### Section 3. Shift Premium

All officers assigned to the second (2nd) and third (3rd) shifts shall be eligible to receive a shift premium at the rate of fifty cents (\$.50) per hour for all actual hours worked on the second and third shifts (including overtime). This premium shall be added to the base for purposes of computing overtime. The premium shall be included for all payable sick leave and accrued leave. This premium shall also apply to the day (1st) shift on Saturdays and Sundays for the officers regularly scheduled to work on those days.

Any member operating under 12-hour work shifts will not receive shift differential pay rates for weekend 12-hour day shifts and/or any 12-hour night shifts.

### Section 4. Acting Sergeant

Any police officer who meets the minimum qualifications as outlined by the State Universities Civil Service System, shall be eligible (on the basis of seniority) to be temporarily assigned as Acting Sergeant in the absence of a regularly assigned Sergeant or Lieutenant.

When assigned as Acting Sergeant, the employee shall be paid in accordance with Addendum A-2, Police Sergeant Wage Matrix. Upgrades will be applied to the start hourly rate.

There shall be no pyramiding of benefits under this section.

#### Section 5. University Recreational Center Membership

The Employer makes available to all employees covered by this Agreement, an a.m. or p.m. paid pass to the University Recreational Center. This benefit shall be effective July 1, each contract year. The University offers the recreational pass as a voluntary benefit to all bargaining unit employees.

#### Section 6. Effective Dates

Wages for year one (1) of the Agreement shall be effective July 1, 2022. Wages for year two (2) of the Agreement shall be effective July 1, 2023. Wages for year three (3) of the Agreement shall be effective July 1, 2024. Wages for year four (4) of the Agreement shall be effective July 1, 2025. However, temporary upgrade pay increase to Acting Sergeant and Shift pay increase shall only be effective on the date the Board of Trustees ratifies the Agreement.

**ADDENDUM A-2 - WAGE TABLES**

Patrol Officer Wage Matrix

	Current	7.50%	2.50%	2.50%	3.00%
		7/1/2022	7/1/2023	7/1/2024	7/1/2025
Start	\$23.04	\$24.77	\$25.39	\$26.02	\$26.80
1	\$26.76	\$28.77	\$29.49	\$30.22	\$31.13
3	\$28.04	\$30.14	\$30.90	\$31.67	\$32.62
6	\$28.20	\$30.32	\$31.07	\$31.85	\$32.81
9	\$28.37	\$30.50	\$31.26	\$32.04	\$33.00
12	\$28.54	\$30.68	\$31.45	\$32.23	\$33.20
15	\$28.69	\$30.84	\$31.61	\$32.40	\$33.38
18	\$28.88	\$31.05	\$31.82	\$32.62	\$33.60
21	\$29.06	\$31.24	\$32.02	\$32.82	\$33.81
24	\$29.21	\$31.40	\$32.19	\$32.99	\$33.98
27	\$29.38	\$31.58	\$32.37	\$33.18	\$34.18
30	\$29.55	\$31.77	\$32.56	\$33.37	\$34.38

Police Sergeant Wage Matrix

	Current	7.50%	2.50%	2.50%	3.00%
		2022	2023	2024	2025
Start	\$31.76	\$34.14	\$35.00	\$35.87	\$36.95
1	\$31.94	\$34.34	\$35.19	\$36.07	\$37.16
3	\$32.09	\$34.50	\$35.36	\$36.24	\$37.33
6	\$32.26	\$34.68	\$35.55	\$36.44	\$37.53
9	\$32.45	\$34.88	\$35.76	\$36.65	\$37.75
12	\$32.62	\$35.07	\$35.94	\$36.84	\$37.95
15	\$32.76	\$35.22	\$36.10	\$37.00	\$38.11
18	\$32.93	\$35.40	\$36.28	\$37.19	\$38.31
21	\$33.11	\$35.59	\$36.48	\$37.40	\$38.52
24	\$33.30	\$35.80	\$36.69	\$37.61	\$38.74
27	\$33.46	\$35.97	\$36.87	\$37.79	\$38.92
30	\$33.62	\$36.14	\$37.05	\$37.97	\$39.11