

AGREEMENT

between
the

ILLINOIS STATE POLICE

and

TEAMSTERS LOCAL 700

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SALARY SCHEDULES

SIGNED AGREEMENT PAGE

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AGREEMENT

This Agreement has been made and entered into by and between the Illinois State Police (hereinafter, “the Department”) and Teamsters Local #700 (hereinafter, “the Union”) on behalf of itself and the officers in the collective bargaining unit herein below described, signed ~~March 11, 2020~~, for the contract period July 1, 2023, through June 30, 2027.

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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 Union; to promote Departmental efficiency and effectiveness; to provide the Master Sergeants 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 Union recognizes that the primary purpose and responsibility of the Department is the safety and protection of the citizens of the State of Illinois and all personnel therein.

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ARTICLE 2

Recognition

1. The Appropriate Bargaining Unit

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

2. New Positions or Classification

Should the Department create new positions, ranks or classifications (hereinafter "position"), it shall notify the Union 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 Union 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 **or assigned to a different Troop or Division** due to reorganization, the affected officer shall be placed in an open position within the **Troop** or Zone in which he resides. If a position is not available within that **Troop** or Zone, the officer will be placed in an open position in another **Troop** as close to his home as possible. An officer returning to a **Troop** or Zone position shall be placed in an open position in the **Troop** or Zone and may not exercise seniority rights to bid for shift assignment until the **Troop's** or Zone'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 Union remains the exclusive collective bargaining representative of the officers.

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ARTICLE 3

Non-Discrimination

1. Prohibition Against Discrimination

The Department and the Union agree not to discriminate against any employee on the basis of race, sexual orientation, creed, religion, color, marital status, age, national origin, mental or physical handicap or disability (with reasonable accommodation). The Department shall not discriminate against an employee as a result of activities in support of or on behalf of the Union or membership in the Union.

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

2. Equal Employment

The Union 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 any 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 Union 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 to 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 Union office for examination not less than thirty (30) days prior to their release and issuance or effective date, whichever occurs sooner, where practicable. Any final rule or policy issued by the Department shall be sent to the Union 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. No right or power enumerated in this article shall be exercised in a manner contrary to or inconsistent with the terms of this agreement.
3. **Accountability of Supervisors**
Supervisors shall serve, represent and execute such policies, procedures and directives as are deemed necessary and proper to carry out the mission of the Employer as such policies, procedures and directives may be established within the scope of these policies, procedures and directives, supervisors are to prepare, oversee, and monitor the performance of the Department officers and employees, and evaluate performances of subordinates in order to make such recommendations to the Employer.

ARTICLE 5

No Strike

1. No Strike Promise

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

2. Union Action

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

Upon the failure of the Union to comply with the provisions of Paragraph 1 and Paragraph 2 above, any agent or any official of the Union 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 and Check-off

1. Union Membership

The Employer does not object to Union membership by its employees, and believes that certain benefits may inure from such membership. For the purpose of this section, an employee shall be considered to be a member of the Union if the employee tenders a validly executed written authorization form to the Employer required as a condition of membership.

2. Union Dues

The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues and fees from the payroll checks of all Master Sergeants so authorizing the deduction in any amount certified by the Union, and shall remit such deductions on a monthly basis to the Union. Nothing contained in this Section shall be constructed to mandate membership in the Union or require the payment of dues/fees without authorization from the employee.

The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including, damages, attorney's fees and court or other costs, that shall arise out of, or by reason of action taken or not taken by the Employer for the purpose of complying with this Article, or in reliance on any list, notice, certification or assignment furnished under any of such provisions or in reliance upon Master Sergeant payroll deduction authorization cards submitted by the Union to the Employer.

The Employer shall provide to the Secretary-Treasurer and the President of the Union within thirty (30) days, name, address, classification, rate of salary and starting date of any new Master Sergeant promoted into the Union's bargaining unit.

3. DRIVE

The Employer agrees to deduct from the pay of those Master Sergeants who individually request it voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing Master Sergeant that are to be deducted from the Master Sergeant's paycheck on each payday, provided that all Master Sergeants contribute in the same amount. The Employer shall transmit such deductions to DRIVE National Headquarters on a monthly basis along with the name of each Master Sergeant on whose behalf a deduction is made, the Master Sergeant's Social Security number and amount deducted from the Master Sergeant's paycheck. The Union shall

reimburse the Employer on an annual basis for the Employers' actual cost of the expenses incurred in administering this deduction.

4. Team Legal

The Employer agrees to deduct from the pay of those Master Sergeants who individually request it voluntary contributions to Team Legal. Teamsters Local 700 shall notify the Employer of the amounts designated by each contributing Master Sergeant that are to be deducted from the Master Sergeant's paycheck on each payday, provided that all Master Sergeants contribute in the same amount. The Employer shall transmit such deductions to Teamsters Local 700 on a monthly basis along with the name of each Master Sergeant on whose behalf a deduction is made, the Master Sergeant's Social Security number and amount deducted from the Master Sergeant's paycheck. The Union shall reimburse the Employer on an annual basis for the Employers' actual cost of the expenses incurred in administering this deduction.

5. Electronic Authorization

The Employer and the Union will agree to review and explore the feasibility of using electronic records and/or electronic signatures consistent with State and Federal law which allows the Employer and the Union to use electronic authorization to verify Union membership and/or authorize voluntary deductions of union dues and fees from wages or payments for remittance to the Union.

ARTICLE 7

Officers' Bill of Rights

Whenever a Master Sergeant is the subject of an administrative investigation by any employee of the Illinois State Police 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 the Division of Internal Investigation. A copy of the signed complaint will be attached to the initiation report, except for information the release of which is prohibited by law. This Article does not preclude investigating admissions of criminal conduct.
- 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 ascertain if an internal investigation is required. The officer or officers must respond to the inquiry. In the event an officer is arrested or otherwise charged criminally, the Department shall not request a 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 initiation report filed with the Division of Internal Investigation and the attached 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, other than the initial fact finding inquiry, 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 **complaint**.

- (2) No officer will be required to participate in an Administrative Interview to answer any allegation of misconduct unless it is supported by an **complaint**.
 - (3) Nothing in section 2 of this Article shall prohibit the Union 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. Any information obtained from the administrative interview will not be used in any criminal proceeding against an officer.
- 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 either private counsel present during the interrogation or to have a Union representative and or a Union attorney present during the interrogation. The Union representative shall not be involved in the incident and must be authorized to act on behalf of the Union. The right to such representation shall not unreasonably delay the interrogation.
- 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 properly completed Complaint Against Department Member form (ISP 3-23) unless the Director reasonably grants an exception to the 180 day limit.
- I. A written complaint from a person outside the Department must be supported by personal knowledge of the facts in the **complaint**.
- J. A written complaint by a Department member must be supported by personal knowledge of the facts in the **complaint**.
- K. For complaints involving on-duty conduct where the **employee** signing the **complaint** did not personally witness the facts of the complaint, a Complaint Against Department Member form (ISP 3-23) must be signed by a Master Sergeant's supervisor. A Master Sergeant's supervisor may make an initial fact finding inquiry to determine if a complaint is necessary. When possible, a Master Sergeant will not conduct an initial fact finding inquiry or investigation involving another Master Sergeant. This will not apply to Master Sergeants assigned to the Division of Internal Investigation. This initial fact finding inquiry will be completed, and, if necessary, the appropriate complaint filed, within 30 days of the initial complaint involving the on-duty conduct. No internal investigation will be conducted nor will the Division of Internal Investigation be involved until after a complaint is filed.

This does not preclude the work unit from consulting with the Division of Internal Investigation.

For Complaints involving off-duty conduct, a Complaint Against Department Member form (ISP 3-23) must be signed and supported by a person who personally witnessed the facts of the complaint. In cases involving police contact, “personally witnessed” includes reviewing police case files and speaking with police officers investigating the incident. In the case of a minor, a legal guardian or parent may sign the complaint. The Master Sergeant is considered to be on-duty once they identify themselves as an officer or take police action.

- L. **An allegation** of criminal conduct may be investigated whether or not supported by a **complaint**, in which case the 180 days will commence upon the filing of the file initiation sheet.
- M. For the purposes of this section, notice to an EEO officer shall not constitute notice to the Department. Additionally, notice to a peer support advisor of policy violations, other than violations of law, shall not constitute notice to the Department. The Director may in his sole discretion make exceptions to the one hundred eighty (180) day limit, but extensions should be granted only in those cases in which extenuating circumstances exist. Upon the Director’s extension, the officer who is the subject of the investigation shall receive notice of the extension except when the Department determines that such notice could jeopardize the investigation.
- N. The Department shall not charge a Master Sergeant with any rule of conduct violation related to untruthfulness, unless it has determined that (1) the Master Sergeant willfully made a false statement and (2) the false statement was made about a fact that was material to the incident under investigation.
- O. A Master Sergeant will not be charged with making a willfully false or incomplete statement based on inconsistencies between the Master Sergeant’s statement and any recordings of the Master Sergeant’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.

3. Witness Interview

The Employer agrees that Master Sergeants, upon request, who have a reasonable fear that discipline may result from being interviewed as witnesses, will be permitted to have union representation and/or an attorney present when the subject matter of the interview involves a subordinate employee under the Maser Sergeant's permanent or temporary supervision. The right to such representation shall not unreasonably delay the interview. The above shall not apply to an initial fact finding inquiry interview.

4. Polygraph, **Voice Stress Indicator or Similar Device**

When a polygraph exam, voice stress indicator **exam**, or similar device **exam (hereinafter polygraph)** is deemed necessary, the complainant must be requested to take and pass such exam before the accused officer can be requested to do so. **For the purposes of this Section, polygraph exam, voice stress indicator exam or similar device exam shall mean both the pre-examination interview/questioning conducted prior to the polygraph exam, voice stress indicator or similar device exam (to include any preamble documents or Department forms and the pre-exam questions and answers) and the polygraph exam, voice stress indicator exam, or similar device exam in its entirety.**

- 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 Department shall provide the officer with the same rights afforded under Section 2 of this Article. In addition to the information required to be provided under 2(C) of this Article,** 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 **(to include both the pre-examination interview/questioning and the polygraph exam, voice stress indicator exam, or similar device 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, **including a copy of any written statements or documents provided during the poly graph exam and a copy of any recordings made during the polygraph exam.**
- F. No disciplinary action will be taken against an officer in the unit who refuses to take such an examination.
- G. **Any officer requested to take a polygraph examination shall have the right to either private counsel present during the polygraph or to have a Union representative and or a Union attorney present during the interrogation. The Union representative shall not be involved in the incident and must be authorized to act on behalf of the Union. The right to such representation shall not unreasonably delay the interrogation.**

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

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.

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. "On-duty" shall be defined as scheduled regular and overtime hours.

9. Random Drug Testing

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

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.Summary Punishment and Intermediate Punishment

- A. Summary Punishment is defined as an Oral or Written Reprimand.
- B. Intermediate Punishment is defined as any suspension less than five (5) days and shall be an "administrative (paper) suspension."
- C. The Department shall allow intermediate punishment only in the MASA process.
- D. When intermediate punishment is issued by the Department, the punishment imposed is subject to the summary punishment appeals process.

14.Summary Punishment Appeals Process

Disciplinary action consisting of an oral or written reprimand is hereby defined as summary punishment. Notwithstanding the foregoing, it is agreed that any disciplinary action consisting of a one (1) to less than five (5) day suspension is eligible for review through the summary punishment appeals review process. Summary Punishment shall not be subject to review under Article 8, 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 Union. The Union shall be provided a list of panel members and may exclude any panel member for cause up to three (3) members per panel. Additional exclusion 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 a Union Representative in such internal review procedures.

The officer shall utilize accumulated time off to attend the current summary punishment appeals review process. If the current summary punishment is rescinded, the accumulated time used by the officer to attend the current summary punishment appeals review process shall be restored.

After summary punishment has been administered three (3) times within a twelve (12) month period, an officer who wished 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 Article 8. The penalties for each such violation shall be uniformly applied.

15. Suspensions

- A. A Master Sergeant 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. A Master Sergeant will not be suspended for a Level 7 Misconduct offense (and/or an offense where termination is being considered as referenced in the disciplinary matrix summarized in ROC-002) 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 Union prior to the start of the suspension.

16. Restricted Duty With Pay

A Master Sergeant under investigation may be assigned to restricted duties at the discretion of the Director. During these types of assignments, Master Sergeants will have no police powers.

17. Global Positioning System (GPS), MACH, Locating Software

Many of the electronic devices/software in use by the Department, including but not limited to, MACH, radios, department cell phones, mobile data computers (MDC), in-car video systems, and Department squad cars have built-in GPS tracking components and capabilities that cannot be altered or modified to remove the storage of GPS data. The Department shall not use stored GPS data to discipline an officer.

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

18. Misconduct Allegation Settlement Agreement (MASA)

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

ARTICLE 8

Grievance and Arbitration Procedure

1. Procedure

Any dispute or difference of opinion raised by the Union 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 Union office.

Should any employee elect to file and process a grievance without the intervention of the Union according to his rights as set forth in the Act, the Union office shall be informed in writing by the Department that such a grievance has been raised. The Union 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 Union believe that any such adjustment is inconsistent with the terms of this Agreement, the Union may file a grievance in accord with this Article.

At the Second Step, the Union 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 Union 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 Union 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 Union Representative, at his discretion, must present the grievance in writing to his immediate supervisor or, if unavailable, a Lieutenant within fourteen (14) calendar days of the events giving rise to the grievance or when the officer knew or reasonably 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 settle 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 Union Representative may advance the grievance to the officer's Regional 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 Commander will record his disposition and date and sign and serve upon the Union same. If the Union is not satisfied with the disposition, it may, within ten (10) calendar days of service, take the grievance to the:

Third Step: The Union may take the grievance to the Director or his designee and the meeting shall be held by the Director or his designee with Union 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 Union 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 or as otherwise agreed from the date the Union 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 from Illinois, Indiana or Wisconsin 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 Union shall have the right to strike from this list three (3) names and the Department shall strike from the list three (3) names alternately, 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 Union of the list from the FMCS.

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

The 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 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. Expedited Arbitration

Expedited Arbitration shall only be used for matters arising under Article 37, Section 2 (Involuntary Transfers) and Article 39, Section (B)(3) (Scheduling).

Grievances arising under the above Articles and Sections of the agreement, may be filed by the union directly to Step 3 of the grievance process. If the grievance is unresolved following Step 3 of the grievance process, the union may advance the grievance to the Expedited Arbitration process defined below.

Expedited Arbitration Process:

The parties shall utilize the list of arbitrators established at CMS for Expedited Arbitration, who will conduct the hearing in accordance with the following:

1. The hearing shall be informal;
2. No briefs shall be filed or transcripts made;
3. Formal rules of evidence shall not apply;
4. Barring exceptional circumstances, the hearing shall normally be completed in one day;
5. 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) business days of the hearing;
6. A written copy of the arbitrator's decision will be provided to the parties;
7. The parties will endeavor to agree to stipulated facts and an issue statement in advance of the hearing;
8. Witnesses shall be limited in number to expedite the hearing.

A decision by the arbitrator shall be final and binding but shall not be regarded as precedent.

ARTICLE 9

Labor Management Conference

The Union and the Department agree that, in the interest of harmonious officer relations, it is desirable that periodic meetings be held between Union 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 Union Representatives and **Troop**/Zone Commanders shall meet to discuss such matters of common interest as the parties mutually agree are appropriate for discussion. Whenever practicable, the parties shall attempt to meet on a quarterly basis.

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ARTICLE 10

Maintenance of Benefits

1. All economic benefits currently received by Master Sergeants shall be maintained during the term of this agreement. If statutory benefits are materially altered, diminished, or eliminated, the Department shall immediately meet with the Union for the purpose of negotiating alternative and equivalent terms of employment relating thereto.
2. The following benefits, established by the Department, shall be maintained during the term of this Agreement, unless the parties reach a contrary agreement:
 - A. Pre-retirement seminars for officers and spouses.
 - B. Established break periods during regular working hours.
 - C. Provision for meals and lodging while traveling overnight away from home for job training or Department business.
 - D. Use of departmental gyms during off-duty hours subject to availability and other reasonable rules governing use.
3. The Director may determine that on duty and off duty squad car use may be continued or terminated based on operational needs provided such termination shall not be implemented in an arbitrary, capricious or discriminatory manner.
4. 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 Illinois State Police Merit Board, the officer will be designated as having retired in good standing.
5. **In order to provide coverage of tattoos, officers shall have the option of wearing the winter uniform or a tattoo arm sleeve covering.**

ARTICLE 11

Reductions in Force

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

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

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

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

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

In the event of a layoff, the Department shall give the Union 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 Union 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.

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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 and maintained 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 Union 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.

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ARTICLE 13

Indemnification

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

ARTICLE 14

Bulletin Boards

The Department will provide the Union with reasonable space on existing bulletin boards at each facility of the Department to which bargaining unit members are assigned. The Department will identify those bulletin board locations to the Union. The material placed thereon shall not be subject to prior restraint by the Department, provided it is consistent with all applicable Ethics laws and other legal requirements. The items posted shall not be political, partisan or defamatory in nature. After each rating period or promotional process, the Department will provide the Union with a copy of the promotion list for Master Sergeants.

The Union representatives shall have reasonable access to the Department's electronic system (e-mail) for the purpose of communicating non-political messages to the employees related to legally required union election notices and time critical meeting notices as long as the posting is otherwise consistent with the messages allowed in this section for posting on bulletin boards.

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ARTICLE 15

General Provisions

1. Access and Use of Department Facilities

Authorized Union 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 Union 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 Union shall reimburse the Department for additional expenses incurred as a result of such use.

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

2. Notice of Personnel Transactions

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

3. Repair/Replacement of Officer's Personal Property

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

ARTICLE 16

Union Representatives

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

1. Attendance at Union Meetings

Subject to the needs of the Department as a result of police emergencies, the Department agrees that representatives of the Union shall be permitted reasonable time while on duty to attend Board, general and special meetings of the Union, 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 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 Union representative shall be granted reasonable time while on duty for the purpose of aiding or assisting or otherwise representing officers in the handling and processing of such grievances.

3. Conventions and Training Conferences

Any officer(s) chosen by the Union to attend Union Conventions or Training Conferences will upon written application approved by the Union and submitted to the Department with at least fourteen (14) days notice, be given a period of time off 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. Union Negotiating Team

Bargaining unit officers designated as being on the Union negotiating team who are scheduled to work on a day or at a time on which negotiation 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 Union and the Department, officers on the Union negotiating team shall be afforded the entire day off when such negotiations are scheduled. An officer will also be allowed travel time and preparation time, if necessary, before and after negotiation sessions.

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

3. Training

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

ARTICLE 18

Seniority

1. Definition

Seniority among Master Sergeants shall be defined as the length of continuous service as a Master 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 and shall not be adjusted in such cases except as provided in Article 8, Section 2. Seniority periods shall not include the number of days any disciplinary suspension exceeds thirty (30) days and the length of continuous service in employment and in rank shall be adjusted by the number of such days.

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

2. Interruption of Seniority

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

3. Termination of Seniority

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

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

4. Seniority List

The Department shall prepare and maintain a seniority list of all officers covered by this Agreement and provide the Union 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. If more

than one Master Sergeant is promoted on the same day, seniority shall be determined by date of hire. For purposes of determining seniority among same day promotees, who are also hired on the same day, seniority shall be determined by final academic standing upon graduation from the ISP Academy.

5. Filling of Positions

A. Master Sergeant positions in Patrol will be filled by seniority within each particular **Troop**. The most senior Master Sergeant within the District requesting the position will be assigned that position. Positions will be bid by seniority once a year. When a Master Sergeant assigned to a patrol retires, transfers, or is promoted, if the position held is seniority bid and the Department has determined to fill it, the position will be rebid by seniority.

(1) Master Sergeant positions in patrol will be defined as any Master Sergeant position that is currently assigned to any of the **10 Troops**.

(2) The following patrol positions are specifically excluded from this seniority bid process: full-time hireback coordinator, full-time administrative officer, and full-time special projects officer.

(3) Because of the special training and experience of Motorcycle Officers, the Master Sergeant position of Motorcycle Unit Supervisor can be filled by the Department by a hard rank Master Sergeant within the District who is certified and trained as a Patrol Motorcycle Officer. If a certified and trained Master Sergeant is not available in the **Troop** then the position will be filled by seniority.

(4) The Department agrees to fill all hireback coordinator positions with hard rank Master Sergeants.

(5) "Part-time hireback coordinator, part-time administrative officer, and part-time special projects officer duties are excluded from seniority bid. Assignment of these part-time positions shall not be the sole basis for the elimination of full-time assignments. The assignment of such duties will be at the sole discretion of the Department.

B. Any positions not previously referred to in this section will be filled as the Director determines is in the best interests of the Department. Seniority will be a factor considered by the Department in filling these positions. The Department will not be arbitrary or capricious in filling these positions. The Department will give the Union a copy of the

specific job vacancy before the position is filled.

- C. The Department retains the right to deny an officer's shift preference regardless of seniority for EEO investigations and their outcomes; and/or operational necessity.

- (1) In the event the Department denies a Master Sergeant's shift preference, the Department shall confirm in writing to the Master Sergeant and Union, the denial is pursuant to this subsection.

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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.

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 30 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. The above includes parties to a civil union.

5. **Parental 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 **12 Weeks (480 hours)** of paid maternity/paternity leave for each pregnancy resulting in birth or multiple births. **Paid leave shall commence immediately upon the birth or multiple births, unless based on extenuating circumstances, the employee and ISP mutually agree to delay the start of the leave.** Should both parents be employees they will each be entitled to the full leave, which can be taken either consecutively or concurrently. **When an employee is required to return to work during the paid leave (i.e., court appearance, disciplinary meeting, job interview, promotional testing, etc.), an equivalent amount of paid leave will be added to the previously scheduled time off resulting in no loss of leave time to the employee.** Regardless of the number of pregnancies in a year, no employee shall receive more than **12 Weeks (480 hours)** 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 period of **6 Weeks (240 Hours)**.

All bargaining unit members are eligible for **12 Weeks (480 hours)** 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 **four (4)** 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 will each be entitled to the full leave, which can be taken either consecutively or concurrently. **When an employee is required to return to work during the**

paid leave (i.e., court appearance, disciplinary meeting, job interview, promotional testing, etc.), an equivalent amount of paid leave will be added to the previously scheduled time off resulting in no loss of leave time to the employee. Regardless of the number of adoptions in a year, no individual shall receive more than 12 weeks (**480 hours**) of paid leave under this Section per year.

Parental 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 one (1) year or more.

6. FMLA

The Department shall comply with its obligations under the Family and Medical Leave Act.

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ARTICLE 20

Wages and Additional Compensation

1. Increases to Basic Salary – Effective July 1, 2023, all bargaining unit employees shall receive the appropriate contractual step increases as set forth in the salary schedules for each fiscal year covered by this agreement.

A. Fiscal Year 2024 – Effective July 1, 2023, the basic salary schedule of officers covered under this Agreement shall be increased by **four percent (4%)**.

B. **Effective January 1, 2024 the basic salary schedule of officers covered under this agreement shall be increased by two and one half percent (2.5%)**.

C. Fiscal Year 2025 – Effective July 1, 2024, the basic salary schedule of officers covered under this Agreement shall be increased by **four percent (4%)**.

D. Fiscal Year 2026 - Effective July 1, 2025, the basic salary schedule of officers covered under this Agreement shall be increased by **three and ninety-five hundredths percent (3.95%)**.

E. Fiscal Year 2027 – Effective July 1, 2026, the basic salary schedule of officers covered under this Agreement shall be increased by **three and one half percent (3.5%)**.

2. Hazardous Duty Pay

Effective July 1, 2024, and each year thereafter, each officer shall receive a \$625.00 annual stipend for hazardous duty pay.

Effective July 1, 2024, each officer shall receive a monthly \$250.00 stipend for hazardous duty pay.

3. Longevity Stipend

Effective August 1, 2015, Master Sergeants who have received the 21 year step and beyond on the salary schedule, will receive an additional twenty-five (25) dollars per month added to their base pay.

Effective January 1, 2020, Master Sergeants who have received the 21 year step and beyond on the salary schedule, will receive an additional twenty-five (25) dollars per month added to their base pay for a total of fifty (50) dollars per month.

Effective July 1, 2022, Master Sergeants who have received the 21 year step and beyond on the salary schedule, will receive an additional fifty (50) dollars per month added to their base pay for a total of one hundred (100) dollars per month.

4. Shift Differential

Effective August 1, 2015, Master Sergeants who are permanently assigned to the midnight shift shall receive an additional seventy-five (75) cents for all hours worked during the period of assignment and all Master Sergeants assigned to the afternoon shift shall receive an additional fifty (50) cents per hour for all hours worked during the period of assignment. Said increases will be applied to the base hourly pay.

For the purposes of this section, the midnight shift is defined as a work shift in which a minimum of half 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 the scheduled hours fall between the hours of 3 p.m. and 11 p.m.

5. Ratification Bonus

Within 120 days of the ratification of this agreement, each employee included in the Teamsters bargaining unit on the date of ratification will receive a stipend of **\$1,200**. If an officer received a ratification bonus while a member of another bargaining unit, they will not receive the Teamster bonus.

A. In the event of a Spring 2024 promotional round, current M/SGTS as of March 1, 2024, promoted to Lt prior to ratification will also receive the stipend of \$1200.

6. Sworn Salary Schedule – 28-year longevity step

Effective 07/01/2024, a 28-year longevity step raise which is 4.11% over the 25-year step.

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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 Union office of all such temporary assignments made to Master Sergeants.

2. Pay for Temporary Assignments

If an officer is temporarily assigned to a higher rank or position of a higher pay level as evidenced by an approved OAR for one (1) full pay period, the officer shall be paid the higher rate beginning on the first day of the first full pay period during which he has been temporarily reassigned and for each successive day of work in such assignment thereafter. For the purposes of this section, "full pay period" means from the first to the fifteenth or sixteenth to the thirtieth (or other last day) of the month. Such pay shall be at the higher rate for vacation days taken during the period of the temporary assignment. No temporary assignment, where a higher pay level may be appropriate, will be allowed without a previously approved OAR. The Union acknowledges that, in unforeseen circumstances, the temporary assignment may start before the OAR has been finalized by the Department. OAR approval shall not be unreasonably withheld.

3. Successive Assignments

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

Where the Department has notice of the need for 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.

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 **ONE THOUSAND DOLLARS (\$1000.00)** of accumulated time for such purposes.

2. Maintenance Allowance

A. Effective July 1, of each year this contract is in effect, each officer in active duty as of that date shall be entitled to an annual clothing maintenance allowance of SIX HUNDRED DOLLARS (\$600.00). In addition, effective July 1, of each year of this contract, each plainclothes officer in active duty as of that date shall be entitled to an annual clothing allowance of FIVE HUNDRED DOLLARS (\$500.00).

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 officers, 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 assigned in a Temporary Duty Assignment in any of the above assignments for at least six months prior to the clothing allowance determination date of July 1.

3. Additional Issued Equipment

Officers are entitled to receive one pair of Rocky style boots from the Department upon request. The Department has sole discretion to determine if replacement boots are necessary.

ARTICLE 23

Training

1. Tuition Reimbursement

During the term of this agreement, the Department will provide in accordance with established policies and procedures, tuition reimbursement to any officer who 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.

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. Command School

During the term of this agreement, the Department will provide in accordance with established policies and procedures, command school training courses to officers covered by this agreement. Command school training courses refer to, but are not limited to, management training courses offered by the FBI, Northwestern University, and Southern Police Institute.

3. Funding

To the extent the contract is extended into fiscal years beyond FY27, \$10,000.00 shall be allocated for each subsequent fiscal year.

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, an officer may submit in writing to the Department their preferences for vacation periods throughout the succeeding calendar year, provided an officer may not submit more than **five (5)** preferences. This date may be changed by mutual agreement between the Union 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 **Troop**, 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 no 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.

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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. 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.

Sick leave days used for the purpose of Bereavement Leave shall not count against the qualifications for the bonus Personal Day.

ARTICLE 26

Insurance

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

The Provisions of this paragraph are effective from June 30, 2023, through June 30, 2024. Employees covered by this Agreement may opt out of such coverage for group health insurance and may opt into the Teamsters Local Union No. 727 Health and Welfare Fund and the Teamsters Local Union No. 727 Legal and Educational Assistance Fund (hereinafter collectively referred to as “Teamsters Local Union No. 727 Benefit Funds”). Employees opting into Teamsters Local Union No. 727 Benefit Funds must participate in both the Health and Welfare Fund and the Legal and Educational Assistance Fund.

The Employer agrees to make contributions in the amount as set forth in the **attached Memorandum of Agreement Regarding Contributions for Subsequent Years** (MOA). This contribution shall be made monthly on behalf of each regular full-time employee covered by this Agreement. Such rate shall continue unless otherwise adjusted by the Boards of Trustees pursuant to the provisions below. Employees who opt into the Teamsters Local Union No. 727 Benefit Funds shall be responsible for the cost of administration fees as set forth in the parties’ MOA.

1. Commencement of Contributions

Contributions to the Teamsters Local Union No. 727 Benefit Funds for all new employees shall commence with the month in which their employment begins. However, if the Employer has made a contribution to the State’s Plan for that month, contributions for new employees shall commence the month after opt-in.

2. Contributions for Subsequent Years

The Trustees of the Teamsters Local Union No. 727 Benefit Funds may increase the Employer's contribution rates by an amount not to exceed the amounts set forth in the MOA.

As of June 30, 2023, new hires shall be eligible to participate solely in the State Insurance.

As of July 1, 2024, all employees in the bargaining unit shall be eligible to participate solely in the State Insurance. Effective July 1, 2024, all bargaining unit employees hired prior to June 30, 2023, active on the payroll, shall receive a one-time payment of \$5,000.00.

3. Participation Agreement

The Employer agrees to execute and abide by all provisions of the Participation Agreement with the Teamsters Local Union No. 727 Benefit Funds.

In addition to remedies that may otherwise be available, the Union may initiate a grievance under Article 6 of this Collective Bargaining Agreement, and the employees or their representatives shall have the right to payment in accordance with the terms of the State Prompt Payment Act (30 ILCS 540; 74 Ill. Adm. Code 900) should the employer fail to abide by its obligations under this Agreement.

4. Life Insurance

During the term of this Agreement, the Department shall continue in effect for all eligible employees and their eligible dependents, the benefits, rights, and obligations of the Group Life 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.

5. Continuation of Benefits

All benefits, rights, and obligations referenced in this Article shall remain in effect until implementation of a successor Collective Bargaining Agreement.

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 an additional five and one-half percent (5.5%) of compensation to the pension system.

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

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

ARTICLE 28

Holidays

1. Holidays

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

New Year's Day
Martin Luther King's Birthday
Abraham Lincoln's Birthday
George Washington's Birthday
Memorial Day
Juneteenth
Independence Day
Labor Day
Columbus Day
General Election Day
(on which members of the House of Representatives are elected)
Veterans Day
Thanksgiving Day
Friday following Thanksgiving Day
Christmas Day

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

2. Scheduled Day Off

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

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

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

3. Work on Holidays

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 of equivalent time off.

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

Provided that at least fourteen (14) days advance notice is provided, Administrative and Investigative Master Sergeants, who would normally be scheduled off, shall be permitted to work the following holidays and receive the appropriate compensation:

- A. **Martin Luther King Jr. Day**
- B. Abraham Lincoln's Birthday
- C. **George Washington's Birthday**
- D. Independence Day
- E. **Columbus Day**
- F. Veterans Day
- G. Election Day

ARTICLE 29

Overtime

1. Definitions

"Hours of Work" shall mean all authorized hours of actual work by a Master Sergeant 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 Master Sergeant's shift and end twenty-four (24) hours later. When an employee's shift assignment is changed in accordance with Article 39 or routine shift rotations, the Master Sergeant'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 39 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 39.

"Overtime" shall mean hours of work, in increments of thirty (30) minutes, in excess of eight (8) hours in a work day for Master Sergeants who work a five (5) day, eight (8) hour shift.

"Overtime" shall mean hours of work, in increments of thirty (30) minutes, in excess of ten (10) hours in a work day for Master Sergeants who work a four (4) day, ten (10) hour shift.

"Overtime" shall mean hours of work, in increments of thirty (30) minutes, in excess of eight and one-half (8 ½) hours in a work day for administrative Master Sergeants who work a five (5) day, eight and one-half (8 ½) hour shift. This section only applies to Master Sergeants assigned to the Illinois State Police Academy as instructors, students, or staff at both the main Springfield facility and the Pawnee facility and the administrative positions at the central office administrative building in Springfield (801 S. Seventh Street) including the quartermaster and state-wide evidence vault facility, but excluding District 9 Master Sergeants.

2. Overtime Compensation

On November 1 of each year, to be effective January 1 of the following year, or at the time a Master Sergeant's assignment is involuntarily changed, upon promotion to Master Sergeant (at start of the quarter following effective date of promotion), or upon signing an Officer Action Request (OAR) for an Acting Lieutenant assignment, Master Sergeants shall select the manner in which they shall be compensated for overtime hours worked between the following two (2) options.

Option A

1. Master Sergeants shall receive an annual command pay in the amount of \$2,200.00, to be paid on a quarterly basis per current practice;
2. Master Sergeants shall receive command time of seven (7) command days as set forth in PER-025. Unused command days shall be allowed to be carried over for a period of twenty-four (24) months;
3. Master Sergeants shall receive an additional ten (10) hours of personal time;
4. Master Sergeants shall earn hour for hour compensatory time for each hour of overtime worked on call outs and court time occurring outside their normal work shifts.

Option B

Master Sergeants shall be compensated for all hours of overtime work at a rate of pay equal to one and one-half (1 ½) times the Master Sergeant's equivalent hourly rate or he shall receive one and one-half (1 ½) hours of compensatory time off at the option of the Master Sergeant. 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.)

The Department may not reassign Master Sergeants within their shift to replace another Master Sergeant for the purpose of avoiding overtime.

If the Department is not able to pay cash for overtime, Master Sergeant'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 ½) times the Master Sergeant's equivalent hourly rate.

3. **Effective 07/01/2024, all Master Sergeants in the bargaining unit shall receive command pay in the amount of \$500.00 per month. These payments will be made quarterly.**

4. Compensatory Time Off

Each Master Sergeant 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 Master Sergeant(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 Master Sergeant provided, however that where a Master Sergeant'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 a Master Sergeant 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 a Master Sergeant for any accrued or earned compensatory time off.

The Master Sergeant 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 of each year. The Master Sergeant may designate cash out in one-half (1/2) hour increments. The Department will pay out the Master Sergeant by October 1st.

As a Master Sergeant approaches retirement, the Department may, at its option, schedule the master Sergeant to take his accrued compensatory time off or pay him therefore.

5. Distribution of Non-Departmentally Funded Supervisory Hireback Overtime

- A. The Department agrees to staff all non-departmental funded hireback overtime details that include five (5) RC-164 bargaining

unit officers with a Master Sergeant, subject to the terms set forth in Paragraph B below. This includes but is not limited to the current non-departmental funded: Highway Safety Hireback Programs. The Department retains the right to assign overtime at the supervisor to subordinate ratio the Department determines is appropriate considering the circumstances of each particular detail when the Department is funding said detail. **Troops** that cannot support six (6) officers on a non-departmental funded hireback detail shall continue to staff the details consistent with the current practice in that **Troop**. Details will not be split for purposes of bringing the number of subordinates below five (5) to avoid the 5 to 1 supervisor to subordinate ratio. The Department is not required to hireback a supervisor at the 5 to 1 ratio when several non-departmental funded details are being conducted concurrently at separate work locations within a **Troop**, example Cook County Bank Details. The Department will not encourage any current or future funding source to include any different ratio language other than the 5 to 1 ratio. The parties will meet to discuss supervisor to subordinate ratio for any special details of short duration or emergency responses, example Hurricane "Sandy" Detail.

- B. Master Sergeants will be allowed to work 80% of all non-departmentally funded hireback supervisory overtime. In Districts or Zones with more than seven (7) Master Sergeants the split will be 85/15. The Department will subject all Supervisory Officers who work non-departmentally funded overtime to the same work rules and conditions set forth in ENF-043 ensuring appropriate supervision of the details. The 80-20 or 85/15 split may not be exact every month in one work unit but should meet that split over the course of any six or twelve month period.
- C. This scheduled overtime shall only be equitably distributed among eligible and qualified Master Sergeants within the **Troop**, bureau or other designated unit in which the overtime work is required. To be eligible, the Master Sergeant must also comply with minimum performance standards established and demonstrated in a similar previous overtime assignment for that overtime assignment.
- D. If necessary, each **Troop**, Bureau, or Unit will maintain two (2) overtime lists. One (1) overtime list will be maintained for the distribution of this overtime for patrol Master Sergeants in the bargaining unit. The second list will be maintained for the

distribution of this overtime for investigative Master Sergeants in the bargaining unit.

- E. This scheduled overtime shall be distributed on a rotating basis among such qualified and eligible Master Sergeants in accordance with seniority, the most senior Master Sergeant having the least number of these overtime hours being given first opportunity. If the scheduled overtime is supervisory patrol and all Master Sergeants available to work scheduled overtime hours on the supervisory patrol overtime list decline the opportunity, the Department may contact all qualified supervisory Master Sergeants in the bargaining unit on any other seniority list maintained in the **Troops**, Zones, Bureaus or Units that are located within or closest to the overtime detail in an effort to determine if any of those qualified Master Sergeants desire to work the scheduled overtime. If the scheduled overtime is supervisory investigative and all Master Sergeants available to work scheduled overtime hours on the investigative overtime list decline the opportunity, the above described procedure also applies. If all Master Sergeants 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 Master Sergeant who has not previously been directed by the Department to work scheduled overtime. This process shall be continued until all Master Sergeants have been required to work at which time the process shall repeat itself.
- F. For the purpose of equalizing the distribution of this overtime, a Master Sergeant 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.
- G. For the purpose of administering this Section and placing the Master Sergeant on the overtime list, new and temporarily assigned Master Sergeants, Master Sergeants who have returned from duty after a leave of thirty (30) days or more, and Master Sergeants 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 these overtime hours worked by all Master Sergeants in the work unit as of the date of assignment or return from leave. This does

not include officers who serve a suspension for thirty-one (31) days or more who will receive a refusal **for any overtime they would have been eligible for during the time of suspension.** Master Sergeants may in writing refuse scheduled overtime opportunities. The status “R”, meaning refused, will be entered into the overtime log. The Master Sergeant may revoke the “R” status, and the revocation must be in writing. A refusal request does not exempt Master Sergeants from being assigned scheduled overtime as otherwise provided in this Section.

- H. This scheduled overtime means any non-Departmentally funded supervisory overtime work which the Department knows will be needed **twenty-four (24)** hours in advance of the start of the shift in which it occurs and shall not include overtime which the Master Sergeant cannot decline to work. (For example: overtime resulting from natural disasters or prison riots.)
- I. Where the Department fails to offer an overtime opportunity to an eligible and qualified Master Sergeant in accordance with the foregoing, the appropriate remedy shall be limited to leaving the Master Sergeant 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 Master Sergeant shall be awarded the lost pay or compensatory time off.
- J. To standardize the 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 Master Sergeant 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 Master Sergeant’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). A Master Sergeant 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 a Master Sergeant is already scheduled to work eight (8) hours during his “twenty-four (24) hour day” and that Master Sergeant is next on the list to receive an overtime assignment, the Master Sergeant will be contacted but has

the option to reject the overtime offer and receive an “unavailable” notation entered into the overtime log. If a Master Sergeant’s scheduled work shift begins within six (6) hours of the end of the scheduled overtime assignment, the Master Sergeant cannot be forced to work the assignment. Master Sergeants 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 a Master Sergeant is scheduled to take an additional work day off (509, 521, 503, etc.), the Master Sergeant 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) Master Sergeants may reject the “unavailable” status during extra days off. At the time of the authorization for additional time off, the requesting Master Sergeant is responsible to notify their supervisor of their desire to remain “available”. Notification must be in writing to the authorizing supervisor.
- (5) Master Sergeants who are Acting Lieutenants will be compensated for Non-Departmentally Funded Supervisory Hireback Overtime at a rate of pay equal to one and one-half (1 ½) times their permanent rank of pay. This rate of pay is consistent with the hireback rate of pay for Lieutenants, who receive one and one-half (1 ½) times the rate of pay of a Master Sergeant with the same years of service.

6. Standby Pay

Master Sergeants assigned by a superior to serve as duty Master Sergeants (Activity Code 452) on regular days off (Activity Code 501) and holidays (Activity Code 509); and Master Sergeants 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 Master Sergeants’ 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. Master Sergeants 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 Master Sergeants who, due to fatigue, demonstrate an inability to perform job tasks in a satisfactory manner.

8. **Zeroing the Overtime List**
Effective **January 1, 2024 and every subsequent year**, any Master Sergeant overtime list maintained by the Department will be zeroed, however the list will be maintained in its current order of personnel.

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ARTICLE 30

Sick Leave

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

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

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

ARTICLE 31

Quantitative Standards

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

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ARTICLE 32

Secondary Employment

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

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ARTICLE 33

Travel Time

1. Travel from a District 15 officer's residence to and from his assigned patrol or to and from the primary office to which he is assigned shall be non-compensable subject to Section A below;
2. Travel from a Riverboat Unit Officer's residence to and from his primary assigned work location shall be non-compensable subject to Section A below;
3. Travel from an Investigative or Administrative officer's residence to and from the primary office to which he is assigned shall be non-compensable subject to Section A below;
4. Investigative officers who reside outside the zone and are called back to work outside/after normal business hours shall drive to and from the zone without compensation.
5. Patrol officers who currently reside outside the district shall travel to and from the district without compensation.
6. Patrol shift bids in **Troop 3** shall be limited to the sector in which the officer currently resides or the adjacent sector. If, for legitimate reasons, the **Troop** 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 A:

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 circumstance which poses a hazard to public safety is identified, such officer is expected to take appropriate action and will be compensated accordingly.

ARTICLE 34

Limited Duty

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

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

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ARTICLE 35

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 Granting 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 36

Duration

1. Term of Agreement

This Agreement and its provisions shall be effective on July 1, 2023, except as otherwise provided herein, and continue in full force and effect until 12:00 midnight on June 30, 2027. It shall continue in effect from year to year thereafter unless Notice of Intent to Terminate or Modify is sent in accordance with this Article. Notices referred to herein shall be considered to have been given as of the date of receipt by the other party. Notices shall be delivered either personally or by certified mail, return receipt requested.

2. Notice of Intent to Terminate or Modify

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

ARTICLE 37

Transfers

1. Voluntary Transfers

Master Sergeants who have a properly submitted transfer request for a position shall be granted a voluntary transfer to fill that position, should the Department determine the vacancy exists, prior to that position being filled by promotion, if the following conditions are present:

- A. Master Sergeant has properly submitted a transfer request prior to the posting of the position, and
- B. That Master Sergeant meets all the qualifications listed in the posted position. The Department will not be arbitrary or capricious in determining the qualifications for any position.
- C. The above transfer rights apply only to Inter-**Troop** and Inter-Zone transfer requests.
- D. An officer who receives a voluntary transfer or a promotion must serve in that new district/assignment for a period of 12 months. The Director may grant exceptions to this restriction for hardship cases and operational need.

2. Involuntary Transfers

The Department retains the right to transfer an officer for operational necessity or EEO investigations. The Department shall not be arbitrary or capricious when requiring involuntary transfers. The Department will give the Union a copy of any involuntary transfer affecting a Master Sergeant including the reasoning for the involuntary transfer.

- A. Prior to any involuntary transfer the Department and the Union shall meet to confer regarding the Department's reasoning for such involuntary transfer.

ARTICLE 38

PFIT

1. The Department will offer an incentive of one (1) personal day to any Master Sergeant who takes and passes the physical fitness inventory test and will provide for officers to obtain waivers of participation based on medical reasons.
2. The Department will post the PFIT personal day (521P) to the Master Sergeant's timekeeping balance by December 16 of the year earned.

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ARTICLE 39

Scheduling

1. 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 Union and discussed the proposed change and its reasons therefore; and
- (2) for good cause shown for such change.
- (3) Good cause may be defined as operational need resulting from the need to change the shifts of subordinates.

B. During the term of this Agreement, the Department agrees to maintain 4/10 hour shifts, or any other shift schedule currently in use, for those officers which currently use them, subject to the provisions described in Section 1 of this Article:

- (1) changes may be implemented in the month of January of each contract year; provided that the Department must give sixty (60) days written notice of such changes to the Union;
- (2) following this sixty (60) days written notice and at the request of the Union, 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 Union objects to the implementation of such changes, a grievance may be filed and submitted to expedited arbitration as defined by Article 8 of the Agreement.

2. 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 29, 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 leave time, or dock time. In either the preceding work week or the following work week the officer, due to the rotation of workdays 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 this regularly scheduled work day will be considered overtime hours as defined in Article 29.

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.

3. 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. This Section will not be invoked for punitive purposes or under any circumstances where it would create an undue hardship.

Where an officer is scheduled to appear in Court when he is not on duty, or called out for any 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 29. 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 not be shortened, except with the officer's agreement.

Upon reasonable advance notice to the officer, the Department may also alter an officer's scheduled shift and/or regular days off in order to staff special details of short duration including investigations, training programs or similar special assignments. A "special detail of short duration" shall be a non-annual (regardless of date) and non-recurring event that may last up to seven (7) days in duration. It shall include events that occur on an annual basis that are held at random locations not necessarily within the State. Any event covered by a separate agreement is not considered a detail of short duration.

4. 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.

5. 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 in the work unit who is willing to exchange such scheduled shift and regular days off. Exchanges over one month shall be limited to one (1) per calendar twelve month period. 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.

6. 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.

7. Promotional Exams and Assessments

Subject to legitimate operational needs of the Department, officers shall be allowed to change days off, shifts, split shifts or officers may trade shifts in order to participate in promotional examinations and assessments. Officers who participate in promotional examinations and assessments shall be in pay status for all time spent participating in the promotional examination and assessment, including reasonable time for transportation to and from the examination and assessment.

8. 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 40

Residency

1. Master Sergeants in any assignment not listed below will be allowed to live outside of their respective geographic area of assignment provided the residency does not impair the operations of the Unit. The Department will not be discriminatory, arbitrary, or capricious when determining impairment of operations.
 - A. Master Sergeants assigned to a Patrol **Troop** excluding Administrative Officers, and Master Sergeants assigned full-time positions to include: VIB Supervisors, Evidence Vault Supervisors, Special Projects Officers, Desk Officers, and Overtime Officers) will be subject to the following conditions regarding residency:
 - i. Patrol **Troop** Master Sergeants will be allowed to reside within 30 minutes travel time to the closest **Troop** border.
 - ii. To determine travel time to the nearest **Troop** 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.
 - iii. If there is a challenge to the time of travel the Union and the Office of Labor Relations (OLR) will make the final determination on the official time of travel.
 - iv. A Patrol **Troop** Master Sergeant who lives outside the patrol **Troop** boundary will travel on their own time from their residence to and from their assignment.
 - v. The terms under which Master Sergeants who were granted a residency exemption prior to July 1, 2019, shall continue.

ARTICLE 41

Giglio Reviews and Credibility Checks

1. Giglio reviews

A. No Adverse Employment Action

The employer shall not consider or take any adverse employment action against any officer solely because that officer has been determined by the Department to have disclosure requirements or exposure under Giglio v. United States, 450 U.S. 150 (1972) or Brady v. Maryland, 373 U.S. 83 (1963) (collectively referred to as “Giglio/Brady”) or has been placed on any Giglio/Brady list. Where the Giglio/Brady determination is premised on a mere allegation or pending investigation, this provision shall not prohibit the Department from completing its investigation and, where necessary, issuing discipline.

B. Criteria

In determining whether an officer has disclosure requirements under Giglio/Brady or whether he/she has Giglio/Brady exposure, and in determining what to disclose to any prosecuting entity, the employer shall only consider the following criteria unless otherwise required by law:

- (1). Any finding of misconduct that reflects in any way upon the truthfulness or possible bias of the officer, including any finding of a lack of candor during an administrative interview;
- (2). Any past or present criminal charges brought against the officer;
- (3). Any allegation of misconduct that reflects upon the truthfulness or possible bias of the officer, and
- (4). The pendency of any relevant internal inquiry.

C. Procedure

- (1). Any determination that an officer has disclosure requirements or exposure pursuant to the Giglio/Brady

doctrine and any determination to place an officer on a Giglio/Brady list:

a. shall be made by ISP Legal Counsel and communicated directly to the officer including a sufficient explanation of the basis of the Giglio/Brady determination so as to provide notice to the officer of his duty to report to the prosecuting entity;

b. shall be kept in a file maintained by ISP Legal that is separate and apart from the officer's personnel file;

c. shall not be disclosed to any other person, except:

i. to Local 700 legal counsel with the officer's consent;

ii. to the prosecuting entity requesting information;

iii. if applicable, to ISP personnel responsible for responding to subpoenas from the prosecuting entity; or

iv. as otherwise required by law

d. and shall, upon request of the affected officer, be subject to a rebuttal process as set forth below.

(2). An officer who has been notified that he/she has disclosure requirements under Giglio/Brady or that he/she has Giglio/Brady exposure shall not be required to notify anyone other than the prosecuting entity of such disclosures or exposure.

(3). The Department shall copy the officer when sending its Giglio/Brady response to the prosecuting entity.

D. Rebuttal Process

(1). In providing the written notice required by Section 1(C)(1)(a) of this Article, ISP Legal shall notify the officer of his/her right to respond to the Giglio/Brady determinations made by ISP Legal pursuant to the terms of this Article.

(2). Officers shall have the right to respond to any determination that he/she has disclosure requirements or exposure pursuant to the Giglio/Brady doctrine, or any determination to place the officer on a Giglio/Brady list by and through the officers' issuance of a letter of objection, which will be placed in the officer's Giglio/Brady file.

2. Sworn Officer Credibility Checks

Credibility checks conducted by the Department shall be subject to the process set forth below in the event the Department and the Local disagree if a credibility issue exists.

A. A credibility check is conducted by the Division of Internal Investigation for the purpose of determining whether any issues may impact an officer's wages, hours, terms and conditions of employment (e.g., appointment to an assignment with designated pay, Acting Lieutenant, etc.).

B. If the check returns positive for credibility related issues, the ISP Director's Office will make the determination of whether the issues could result in a negative impact to the officer's wages, hours, terms and conditions of employment.

C. If the Director's Office determines that the issue could have a negative impact on wages, hours, terms and conditions of employment, they will notify Local legal counsel before taking any action on the officer's appointment or promotion.

D. If the Local's legal counsel disagrees with the Director's determination, it will notify the Director within two (2) business days from the date the Local legal counsel is advised of the Director's determination. The case will then be turned over to a third party, agreeable to the Department and the Local, to review and provide a final determination based on the evidence provided. If the third party determines that a hearing is necessary, they may order that a hearing be held.

E. Any fees/costs of the independent third party will be shared equally by the Local and the Department.

F. If the independent third party determines there are no credibility issues, the issue will not adversely impact the officer's wages, hours,

terms and conditions of employment.

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ARTICLE 42

Body Worn Cameras

1. Body Worn Cameras (BWC)

A. The use, maintenance, storage, viewing, and review of body worn cameras (BWC) and any recordings made with BWCs will be consistent with the Law Enforcement Officer Worn Body Camera Act (50 ILCS 706/10-1, et seq.) and any amendments thereto (BWC Act), and any other applicable law.

B. Upon discovery, any recordings inadvertently made inconsistent with the BWC Act, for example during activities or encounters that are not law-enforcement related or made in an area where there is a reasonable expectation of privacy, will be edited to delete any such recording, consistent with the BWC Act and Article 8, Part 8 of the Code of Civil Procedure (735 ILCS 5/8-801 through 8-803.5) at the Department's earliest opportunity so long as there is no evidence of criminal activity contained within the recording. Activities or encounters that are not law-enforcement related include when the officer is completing paperwork alone, is participating in training in a classroom setting, or is only in the presence of another law enforcement officer. The reasonable expectation of privacy shall include, but is not limited to, communications protected by the union agent/union member privilege recognized under Illinois law.

C. Department review of BWC recordings shall not be arbitrary, capricious, retaliatory or discriminatory, and must meet an operational department need. Policy violations discovered through review of recordings conducted in compliance with this Section shall be addressed through appropriate investigation, and, if appropriate, discipline issued in accordance with State law and the terms of this Collective Bargaining Agreement. In the event any material is recorded or retained in violation of this Article, said material shall not be admissible in any disciplinary investigation or administrative proceeding concerning any recording officer or any officer(s) who was (were) impermissibly recorded so long as there is no evidence of criminal activity contained within the recording.

D. A record of any individual's access to and review of a BWC recording shall be maintained by the Department or the camera system used by the Department. This record shall also track the

date and time of access, the identity of the individual who accessed the recording, and any alterations, deletions, redactions, or edits made to any BWC recording. This record shall be made available within a reasonable period of time to Local 700 upon written request as permitted by law.

E. To the extent BWC recordings are used for training purposes, the Department shall take reasonable steps to ensure the officer(s) is (are) not personally identified by blurring or redacting images unless the Department has first secured the consent of the recording (recorded) officer(s) in writing to use such recordings.

F. In the event the Department intends to increase pre-event recordings on BWCs longer than thirty (30) seconds, it shall provide advance notice to the Local 700 as provided for in Article 4, Section 1.N. of this collective bargaining agreement.

G. The Department acknowledges that it currently does not have the ability to permit it to remotely activate BWCs or monitor officers in real time through a contemporaneous live feed connection to their BWCs. In the event the Department decides to implement remote activation or real time monitoring, it will notify Local 700 and will bargain over the impact to the extent required by the Illinois Public Labor Relations Act.

H. The Department shall ensure proper care and maintenance of BWCs. Upon becoming aware of technical difficulties, failures, or problems with the BWC or associated equipment, the officers must notify the appropriate supervisor in writing as soon as possible. The Department shall make every reasonable effort to correct and repair such equipment in a timely manner. Once a malfunction is reported to a supervisor, the officer will not be subject to discipline for a failure to record so long as the reported malfunction continues.

I. Except as otherwise provided in this Paragraph I, the recording officer may access and review BWC recordings prior to completing incident reports or other documentation.

(1). An Officer shall not have access to or review their BWC recordings or the BWC recordings of another Officer prior to completing incident reports or other documentation when the officer:

(a). _____ has been involved in or is a witness to an officer-involved shooting, use of deadly force incident, or use of force incidents resulting in great bodily harm;

(b). _____ is ordered to write a report in response to or during the investigation of a misconduct complaint against the officer.

(2). _____ If the officer subject to subparagraph (1) prepares a report, any report shall be prepared without viewing BWC recordings, and subject to supervisor's approval, an Officer may file an amendatory report after viewing BWC recordings. Supplemental reports under this provision shall also contain documentation regarding access to the video footage.

DRAFT

Memorandum of Understanding between the Illinois State Police
and the
International Brotherhood of Teamsters, Local 700

Illinois State Fair

DuQuoin State Fair

hereinafter referred to as the “details”

1. The parties agree to follow procedures in selecting sworn officers to work the above listed details:
 - A. Officers assigned to the Illinois State and DuQuoin State Fairs will work a 10-hour work schedule.
 - B. The past practice of the Detail Commander selecting officers who volunteer to work at the Illinois State Fair or the DuQuoin State Fair shall continue. As for the midnight supervisor, if the position is filled, the appropriate Troop (6/10) will request a volunteer from within its Master Sergeant rank within the Troop. If no one volunteers, the request will go statewide. In the event of no volunteer, reverse seniority will be used. The selection of a Master Sergeant will come from within the Division of Patrol, within a patrol assignment, from a participating district.
 - C. 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 the officer’s shift assignment for the duration of the detail.
 - D. Officers who are required to work a regular day off (ten hours) during the Illinois State Fair and the DuQuoin State Fair will receive one day off (ten hours, 505G/505J) 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 (ten hours, 505G/505J). 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 will count as hours worked for the computation of overtime. Time earned at the Illinois State Fair and the 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.
 - E. Officers residing within Troop 6 boundaries and assigned to work the Illinois State Fair and officers residing within Troop 10 boundaries and assigned to work the Du Quoin State Fair detail, who are assigned to

work the detail in its entirety, will receive an additional day off (ten hours, 505G/505J). 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 or the DuQuoin State Fair details.

Officers residing within Troop 6 boundaries and live outside a 50-mile radius of the Illinois State Fairgrounds and officers residing within Troop 10 boundaries and live outside a 50-mile radius of the Du Quoin State Fairgrounds who are assigned to work the Illinois State or DuQuoin State Fair respectively, may choose to receive lodging and per diem. Such officers choosing lodging and per diem will not receive the additional day off (10-hours, 505G/505/J) provided to Troop 6 and Troop 10 as specified in this Section.

- F. Officers residing within surrounding Troop 6 and Troop 10 boundaries who decline lodging and per diem and work the Illinois State or De Quoin Fair in its entirety, will receive an additional day off (10-hours, 505G/505J). 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. These officers will not receive lodging or per diem during the Illinois State and De Quoin State Fair details.
- G. Officers who fail to receive their per diem check for expenses accrued while working the Illinois State Fair and Du Quoin State Fair by December 1st of that year, will receive four additional hours of 505G/505J. This must be taken by August 1st of the following year or it will be forfeited.
- H. The Department shall allow every Master Sergeant assigned to the State Fairs, who is being housed by the Department, to submit one roommate request. The Department shall grant all requests that are mutually agreed upon by the officers.

Side Letter

Union Representatives

The parties have agreed that two (2) Master Sergeants to be named by Local 700, International Brotherhood of Teamsters shall be permitted to work full-time performing the duties of a union representative.

DRAFT

Memorandum of Understanding between the Illinois State Police
and the
International Brotherhood of Teamsters, Local 700

RE: Administrative Interview Notification Procedures

The Department and Teamsters Local 700 have mutually agreed to the following regarding the notification procedure for Administrative Interviews conducted by the Division of Internal Investigation (DII).

1. The Department will continue the practice of notifying the Teamsters of upcoming Administrative Interviews prior to notifying the member involved. This notification shall only include the following information:
 - a. Date and time of the Administrative Interview, and
 - b. Location of the Administrative Interview.
2. DII will provide this notification to a Teamsters Local 700 Chief Steward a minimum of four (4) complete business days, no less than 96 business hours, prior to the Administrative Interview.
 - a. This notification must be made in person or telephonically using the mobile number of a Chief Steward. A voice mail on the mobile number of a Chief Steward during the timeframe will suffice.
 - i. M/Sgt James **Knipper**
 - ii. M/Sgt **Steve Dunlop**
3. Prior to the Administrative Interview the Department will continue to notify officers in accordance with Article 7, Section 2. C.

Memorandum of Understanding between the Illinois State Police
and the
International Brotherhood of Teamsters, Local 700

Orders of Protection

1. In the event a Master Sergeant is the subject of an Emergency Order of Protection (750 ILCS 60) the following conditions shall apply as it relates to the continued employment of the Master Sergeant:
 - a. The Department may temporarily reassign the Master Sergeant to a restricted duty assignment which accommodates the conditions of the Emergency Order of Protection or an Interim Order of Protection.
 - b. The Respondent Master Sergeant shall remain in a Department paid status and will not be required to use their accrued benefit time for the duration of an Emergency Order of Protection order and/or the duration of an Interim Order of Protection order, subject to the conditions identified in this Memorandum of Understanding.
 - c. In the event the court grants the Complainant a continuance of the original plenary order of protection hearing, the Respondent Master Sergeant shall continue to remain in a Department paid status up to an additional maximum of 21 calendar days beyond the original plenary hearing date. If the court grants the Complainant a continuance in excess of 21 calendar days, the Respondent Master Sergeant may be removed from paid status and placed on an Administrative Leave of Absence using their accumulated benefit time.
 - d. In the event the Respondent Master Sergeant unilaterally extends the original plenary order of protection hearing date, the Respondent Master Sergeant may be removed from paid status and placed on an Administrative Leave of Absence using their own accumulated benefit time for periods beyond the original plenary court hearing date.
 - e. In the event the court enters a Plenary Order of Protection, the Respondent Master Sergeant may be removed from paid status and placed on an Administrative Leave of Absence using their accumulated benefit time until such time as the terms of the Plenary Order of Protection are vacated.
 - f. In the event the Department has revoked a FOID card as a result of the Emergency Order of Protection, the Respondent Master Sergeant shall

inquire with the FOID Unit regarding the process and required documents necessary to reinstate the FOID Card. The Respondent Master Sergeant shall cooperate with the process to reinstate the FOID Card and provide any reasonably requested documentation for the limited purpose of the FOID reinstatement process. The Respondent Master Sergeant shall provide the required information without unnecessary delay. The Department shall return the Respondent Master Sergeant to a paid status once all the documents have been received and approved by the FOID unit.

2. In the event a Master Sergeant is subject to an Emergency No Contact/No Stalking Order (740 ILCS 21/80) the process identified in Section 1 of this Memorandum of Understanding shall apply.

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Memorandum of Understanding between the Illinois State Police, and
the International Brotherhood of Teamsters, Local 700

RE: Misconduct Allegation Settlement Agreement

The Department and Teamsters Local 700 have mutually agreed to the following regarding the Misconduct Allegation Settlement Agreement.

1. A Misconduct Allegation Settlement Agreement (MASA), is an opportunity for a Master Sergeant 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 process may resolve discipline cases from Level 1 to Level 4, resulting in a suspension of 30 days or less.
2. A MASA is not available for criminal allegations.
3. A MASA will be completed within 30 days following an officer's acceptance to participate in the process unless mutually agreed otherwise.
4. Where the Department declines to offer a Master Sergeant the option of a MASA, the reasons for that decision shall be stated in writing and provided to the Master Sergeant and the Union (Article 7, Section 18).
5. When a work unit commander offers a MASA to the accused Master Sergeant, the offer will not be retracted or rescinded.
6. Upon being offered a MASA, the Master Sergeant will be allowed to consult with a Union steward during the MASA process.
7. Once agreement between the Master Sergeant and work unit commander is reached as to the level of discipline, the Master Sergeant shall be served with the discipline within 14 days of the Master Sergeant's signature of agreement.
8. If an agreement is not reached or the Master Sergeant declines to continue, any admissions or disclosures made by the Master Sergeant during the MASA process regarding the underlying conduct shall not be used against the Master Sergeant.

9. Any changes to numbers 1-8 above, affecting terms and conditions of employment, shall be subject to negotiations upon either party serving notice upon the other.

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