COLLECTIVE BARGAINING AGREEMENT

Between

THE BOARD OF TRUSTEES

for and on behalf of

NORTHERN ILLINOIS UNIVERSITY

and

THE METROPOLITAN ALLIANCE OF POLICE

NIU CHAPTER #291

July 1, 2011 through June 30, 2016
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ARTICLE I PREAMaLE

This Agreement entered into by Northern Illinois University, hereinafter referred to as the "Employer", and the Metropolitan Alliance of Police, Northern Illinois University Public Safety Department, Chapter #291, hereinafter referred to as "the Chapter", is intended to promote harmonious and mutually beneficial relations between the Employer and the Chapter, and is set forth herein the basic and full agreement between the parties concerning rates of pay, wages and certain other conditions of employment for full-time police officers, and probationary police officers of the Employer as classified by the State Universities Civil Service System, as defined herein below and hereafter referred to as "Officers" or "employees", or when the context requires a singular noun, as "Officer" or "employee".

The Employer and the Chapter are committed to the uninterrupted effective performance of the teaching, research, and public service functions of the Employer, subject to any changes in State or other laws or policies applicable to the Employer. The Chapter will strive to maintain these functions through the performance of the regularly assigned and related duties of the classifications covered by this Agreement.

ARTICLE II RECOGNITION

Section 2.1 Recognition

Pursuant to an election and certification by the Illinois Labor Relations Board, Case No. S-RC-00-045 and the certification issued thereon to the Chapter by the State of Illinois Labor Relations Board, the Employer recognizes the Chapter as the exclusive bargaining agent for the purpose of establishing wages, hours, and other conditions of employment for all sworn full-time and probationary officers, below the rank of Sergeant, within the Police Department of Northern Illinois University.

Section 2.2 Membership

In the event that the Union seeks to add a position classification to the bargaining unit, the parties agree to meet to discuss the inclusion of the position classification in the bargaining unit. The final determination as to the appropriateness of the inclusion of any additional position classification in the bargaining unit is solely within the jurisdiction of the Illinois State Labor Relations Board.
Section 2.3 Title Changes/Reclassifications

The parties agree that a simple change in title only of a position in a classification in the bargaining unit shall not remove the position classification from the bargaining unit as long as the type of work performed by the position remains essentially the same.

The Employer agrees to notify the Chapter of new or reclassifications of departmental jobs and agrees not to fill such positions for ten (10) days beyond such date of notice.

Section 2.4 Fair Representation

The Chapter recognizes its responsibility as bargaining agent and agrees to represent fairly all employees represented by this Collective Bargaining Agreement.

Section 2.5 Gender

Whenever the male gender is referenced in this Agreement, it shall be interpreted to include both the female and male genders equally.

Section 2.6 Changes to Duties/Operations

The Employer agrees to provide all represented employees a written copy of any new provision or change in the Operations Manual. Both parties recognize the statutory obligations under the State Universities Civil Service System Statute and Rules regarding specific employment transactions related to, but not limited to, such topics as reclassifications, reallocations, job descriptions, position classifications, and other employment opportunities relevant to all employees at Northern Illinois University. In accordance with these statutory obligations, employees covered under this Agreement shall be required to perform only the duties that are consistent and related to existing job specifications.

ARTICLE III MANAGEMENT RIGHTS

Section 3.1 Management Rights

The Employer continues to retain, whether exercised or not, the sole right to operate and manage its affairs in all respects. Any power or authority which the Employer has not abridged, delegated or modified by the express provisions of this Agreement is retained by the Employer. The rights of the Employer, through its management officials, include, but is not limited to, the following:

a) The right to determine its mission, policies, and to set forth all standards of service
offered to the public;
b) To determine the overall budget of the employer and control over the organization and efficiency of operations;
c) To direct the employees, including the right to assign work;
d) To determine the methods, means, number of personnel needed to carry out the mission of the department;
e) To hire, examine, promote, train and schedule employees in positions with the employer;
f) To suspend, demote, discharge, or take other disciplinary action against the employees for just cause;
g) To create, publish and enforce policies, procedures, rules, and regulations;
h) To change or eliminate existing methods, equipment, or facilities;
i) Determine the locations, methods, means, and personnel by which new or temporary operations are to be conducted, including the right to determine whether goods and services are to be provided or purchased;
j) To take any and all actions as may be necessary to protect the University community and carry out its mission in situations of civil emergency;
k) To determine the qualifications of applicants for positions of employment.

Section 3.2 Statutory Obligations

Nothing in this Agreement shall be construed to modify, eliminate or detract from the statutory responsibilities and obligations of the Employer.

ARTICLE IV UNION RIGHTS

Section 4.1 Rights of Union Officials

With supervisory permission, employees who are Chapter representatives, stewards, witnesses, or grievants will be permitted time off with pay during their respective regular working hours to process and/or investigate grievances, attend hearings related these grievances, and to attend contract negotiations (maximum of three bargaining unit employees) and to attend labor management meetings. It is understood that a business representative of the Chapter may also participate in collective bargaining negotiations.

Section 4.2 Visits from Off-Campus Representatives

Other off-campus, authorized representatives of the Chapter shall be permitted to visit the department during working hours to talk with employees covered by the terms of this Agreement and/or representatives of the Employer concerning matters covered by this Agreement, provided that employees or facilities are not needed for duty and prior
notification of such visit is received.

Section 4.3 Communications

The Employer agrees to furnish bulletin board and space of approximately 36 X 48 inches in a mutually agreeable area for the posting of Chapter notices relating to regular Chapter business. Such notices shall not be political or partisan in nature and shall not defame the Employer or any individual employed by the University or the State. While not limited to the following, notices shall be such as: Chapter meetings, Chapter elections, recreational, social and educational programs. All posted notices shall be signed by an officer of the Chapter.

Section 4.4 Off Campus Union Activities

Leaves of absence without pay may be granted, to the extent that there is no interference with Employer operations, to employees who are elected, delegated, or appointed to attend Chapter conferences. Any requests for such leave shall be submitted in writing by the employee to the department head at least fifteen (15) days in advance and shall be answered in writing no later than five (5) days following the request. This leave provision shall be limited to two (2) employees and shall not exceed a total of sixty-four (64) hours per year. Seniority shall continue to accrue for all approved leaves of this nature.

Section 4.5 Other Union Activities

As outlined in Sections 4.1 and 4.4 above, neither the Chapter nor its members shall solicit membership or attend to any other Union matters not related to the administration of this Agreement during an employee's work time.

ARTICLE V LABOR/MANAGEMENT CONFERENCES

The Chapter and the Employer agree that, in the interest of efficient management and harmonious employee relations, meetings will be held, if mutually agreed, between no more than two (2) Chapter representatives and authorized administrative representatives of the Employer. Such meetings may be requested by either party at least seven (7) days in advance by filing a written request to the other party for a "Labor/Management Conference" and providing the specific agenda topics for such conference. If mutually agreed upon, such conferences shall be limited to:

a. discussion on the implementation and general administration of this Agreement
b. sharing of general information of interest to both parties
c. safety issues
It is expressly understood and agreed that such conferences shall not include topics being currently processed under the grievance procedures. Such conferences shall not be interpreted to replace negotiations, or otherwise discuss topics, for the purpose of altering any or all of the terms of this Agreement.

Attendance at Labor/Management conferences shall be voluntary and shall not interfere with required duty time and attendance. If scheduled during duty time, attendance is permitted only upon prior approval by the Chief of Police or their designee. The Chief of Police or their designee shall solely determine their management representatives at these conferences.
ARTICLE VI DUES CHECK OFF AND FAIR SHARE

Section 6.1 Fair Share

During the term of this Agreement, Police Officers who are not members of the Chapter shall, commencing thirty (30) days after the effective date of this Agreement, pay a fair share fee to the Chapter for collective bargaining and contract administration services tendered by the Chapter as the exclusive representative of the Officers covered by this Agreement. Such fair share fee shall be deducted by the Employer from the earnings of non-members and remitted to the Chapter each pay period. The Chapter shall annually submit to the Employer a list of the Officers covered by this Agreement who are not members of the Chapter as defined in the Recognition Article of this Agreement and an affidavit which specifies the amount of the fair share fee, which shall be determined in accordance with the applicable law.

The University Administration will deduct Chapter membership dues, in an amount established by M.A.P. and certified by the M.A.P. treasurer to the University Administration, from the salary of a bargaining unit member who provides the University Administration with a written authorization to make such deduction.

Section 6.2 Dues Deduction

Upon receipt of proper written authorization from an employee, The Employer shall deduct each pay period, Chapter membership dues in the amount certified by the Chapter or Metropolitan Alliance of Police from the pay of all officers covered by this Agreement. Such money shall normally be submitted to the Metropolitan Alliance of Police within fifteen (15) days after the deductions have been made.

Section 6.3 Union Indemnification

The Metropolitan Alliance of Police shall indemnify and hold harmless the Employer, its elected representatives, officers, administrators, agents and officers from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that may arise out of or by reason of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article, or in reliance on any written check-off authorization furnished under any of such provisions, provided that the Employer does not initiate or prosecute such action.

Section 6.4 Direct Collection of Union Dues

The University Administration shall not be under any obligation to make any deductions for dues if any bargaining unit member's pay within any pay period, after deductions for State insurance and deductions required by law, including but not limited to withholding tax and employee contributions to the State Universities Retirement System, is less than the amount of authorized deductions. In such event, it will be the responsibility of the Chapter to collect dues for that period directly from the bargaining unit member.
Section 6.5 Fines/Penalties/Special Assessments

Nothing in this Article shall require the University Administration to deduct Chapter fines, penalties, or special assessments from the salary of any bargaining unit member. This Section shall not prohibit other deductions authorized by individual bargaining unit members.

Section 6.6 Remittance of Dues Deduction
Dues deducted will be remitted to M.A.P. or Union official, as designated in writing by the Union.
Section 6.7 Notification of Change in Union Dues/Fair Share Fees

M.A.P. shall give written notice to the University Administration of any changes in its dues and/or fair share amounts at least sixty (60) days prior to the effective date of any such change.

Section 6.8 Termination of Dues Deduction

Any authorization to withhold Union dues from the salary of a bargaining unit member shall terminate and such withholding shall cease at any time upon the occurrence of any of the following events: (a) termination of employment; (b) written notice by the bargaining unit member to the University Administration of her/his desire for cancellation of the authorization.

ARTICLE VII SENIORITY

Section 7.1 Definition

Consistent with the State Universities Civil Service System Statute and Rules, seniority is defined as those hours that an employee is in pay status (hours worked, compensating time off, sick leave, vacation, FMLA, and any other approved leave of absence exclusive of overtime) and shall be used for the purpose of any wage calculations, job bidding, temporary upgrade, holiday reductions and the use of benefits. Seniority calculations are specifically determined by regulations contained in the State Universities Civil Service System Statute and Rules as applicable to all civil service employees.

All unauthorized or unexcused absences will result in the loss of seniority during the absence on an hour-for-hour basis. Such deductions in seniority will be reflected in the seniority list established prior to each bid meeting. The Chapter will be notified whenever such deductions will occur. Such deductions shall not prohibit appropriate disciplinary action being requested by the Employer, e.g. written warning, suspension, or discharge should unauthorized and unexcused absences become repetitive by the employee.

Section 7.2 Seniority Lists

A seniority list shall be provided to the Chapter prior to each bid meeting, usually by December 1, and posted by the Employer on the Chapter bulletin board. This list shall be revised as necessary for additional job bidding which may occur throughout the year.

Section 7.3 Voluntary Workforce Reduction

In the event of a voluntary workforce reduction on recognized Holidays or designated
Administrative Closure days, employees who are permitted the time-off shall be provided the standard eight (8) hours regular pay for the Holiday or Administrative Closure day in lieu of using any personal leave benefits. Both parties acknowledge that these reductions will be solely determined by the department based on work force needs and the ability to fill affected positions. If it is determined that some requests for time off will be granted, these requests will be honored from Police Officers, on that shift, based on date of hire seniority in the Police Officer classification.

Section 7.4 Deviations from Seniority Regulations

Both parties acknowledge the statutory obligations related to seniority determinations. Any proposed deviations from these guidelines regarding the principle of seniority shall be submitted to the Associate Vice President for Human Resources or a designated representative and the President of the Chapter stating the reasons for such deviation. The reasons for such deviation shall be subject to grievance procedures of this Agreement.

ARTICLE VIII HOURS OF WORK/OVERTIME/ADDITIONAL PAY

Section 8.1 Purpose

This Article shall define the normal work hours for employees covered by this Agreement and provide a basis for the calculation and payment of overtime. Nothing herein shall be interpreted as a guarantee of hours of work per day or per week.

Section 8.2 Hours of Work/Work Schedules

Individual work schedules are defined as the number of hours worked per day and the number of days worked in a work cycle. The overall work day shall be defined as a 24 hour period of time from 7:00 a.m. to and including 6:59 a.m. the following day.

Operations permitting, employees will be granted a paid meal period not to exceed thirty (30) minutes within their regularly scheduled shift. In accordance with University policy, the department will attempt to provide a fifteen (15) minute paid rest period during each four hour period of work.

Each year, the Chief will present a shift schedule in April. The shift schedule shall remain in effect for the duration of the yearly bid period unless emergency circumstances require changes.

Reporting and quitting times for individual employees may be moved either way without affecting the defined workday. If the Employer wishes to modify reporting and quitting times, employees on the applicable shift will be allowed to select, by seniority within the Police Officer classification, from the proposed schedule(s).
Each shift shall normally be covered by at least one supervisor, and one or more Police Officers. Employees shall bid annually to a shift based on seniority within the Police Officer classification. All employees covered by this Agreement will only be allowed to bid in May of each calendar year, with the schedule to take effect on the first Monday of July. Yearly bid positions will be defined on the basis of seniority requirements, thereby equally distributing the overall experience level across all shifts.

The Employer reserves the right to determine the number of bid positions on each shift. The Employer shall notify the Chapter of all available bid positions. If requested by the Chapter, the Employer agrees to meet and discuss the availability of bid positions. Written bids will be honored if submitted prior to the bid date by providing such to the Operations Commander. The Employer shall bear no contractual obligation upon the failure to receive such written bids. Probationary employees may be assigned to any shift.

Section 8.3 Overtime Pay

Pursuant to the partial overtime exemption of Section 207(k) of the FLSA and based on the declared yearly work schedule, time and one-half the employee's regular hourly rate shall be paid for all hours worked in excess of the FLSA-dictated maximum for the regularly scheduled timeframe. The following sets forth an example of the FLSA maximum hours for each scheduled work period after which overtime shall be paid:

<table>
<thead>
<tr>
<th>Consecutive Day Work Period</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>28 days</td>
<td>171</td>
</tr>
<tr>
<td>14 days</td>
<td>86</td>
</tr>
<tr>
<td>7 days</td>
<td>43</td>
</tr>
</tbody>
</table>

Paid benefit time will not count as hours worked in the calculation of overtime pay.
In certain instances based upon operational needs, extra assignments shall be made by inverse seniority in the classification when an insufficient number of Officers volunteer for extra assignments or events. The Employer reserves the right to assign more senior Officers on an inverse seniority basis if the least senior employees are not receiving proper rest, if constant assignments are causing undue hardship, if specialized training/expertise is required, or if there is an experiential imbalance.

In the instance of undue hardship, it is the responsibility of the employee to notify the Employer of such undue hardship prior to the start of the extra assignment. The final determination of whether an undue hardship exists shall remain with the Employer and shall be evaluated on a case-by-case basis. Employees shall not usually be assigned involuntarily if that employee has been assigned involuntarily within the past three (3) day period.

Section 8.4 Call Back

A call back is defined as an official assignment of work, which does not continuously precede or follow an employee's regularly scheduled work hours. Employees who are called back to the Employer's premises to carry out an official assignment shall be paid at least two (2) hours pay at the appropriate rate, to be paid and credited as time worked in accordance with FLSA guidelines, or shall be paid the appropriate rate in accordance with FLSA guidelines for all hours actually worked, whichever is greater. The Employer has the right to assign any work duty to satisfy this required minimum two (2) hour timeframe.

Section 8.5 Training

All time spent in training will count as hours worked for purposes of this Agreement. Except for training attended locally, travel time for over 50 miles will count as time worked and will be paid based on the actual number of miles and the time it takes to reach the training site from the De'Kalb campus or home location, whichever is shorter. Travel time will not apply to local training held in the DeKalb/Sycamore area. Probationary Police Officers shall not be compensated for travel time while traveling to and from the Police Academy.

Section 8.6 Court Time

Employees will be paid a minimum of two hours (2) hours pay at the appropriate rate, to be paid and credited as time worked in accordance with FLSA guidelines, for all required court time outside the regularly scheduled work hours.
Section 8.7 Contracted Services/Special Events

Contracted services/special events are defined as events requiring additional Police support such as, but not limited to, designated athletic events, dances, special Greek events, book buyback, VIP protection, science fair, Spring show, and concerts.

After the Employer has determined the makeup of any on-campus details requiring Police personnel, the Employer agrees to first offer such assignments to members of the bargaining unit in accordance with contractual provisions regarding such assignments. Events of this nature shall be initially posted for voluntary assignment. In all instances where there is an insufficient number of volunteers, the department may assign these duties by inverse seniority. Gridlocks shall not be considered as voluntary duty for purposes of this Section.

Assignments to contracted services, as defined above, shall be paid and administered in accordance with other contractual overtime and callback provisions.
Section 8.8 Other Extra Assignments

The Employer reserves the right to determine and require employees to stay on duty after their shift has ended or to report early for duty prior to the beginning of their shift. In emergency situations where employees are required to stay on duty or report early, the Employer may fill the vacancy in any manner possible. For administration of this section, an emergency situation shall be defined as a vacancy that occurs with four hours or less notice.

In non-emergency situations, assignments of this nature shall first be offered to the most senior employees in the Police Officer classification on the affected shift. If volunteers cannot be found to fill the vacancy, employees in the relevant classification on the affected shift will be ordered to work based on inverse seniority.

The parties agree that Police Officers may be required to fill Telecommunicator vacancies in emergency situations. In these instances, the Employer shall make every effort to relieve the Officer with appropriate personnel as soon as possible.

Section 8.9 Compensatory Time

University policies and regulations regarding compensatory time off in lieu of overtime pay will be applicable to employees covered by this Agreement. Employees covered by this Agreement may accumulate a maximum of 120 hours of compensatory time off.

Section 8.10 Shift Differential

Employees who are regularly scheduled to work the majority of their hours between 5:00 p.m. and 5:00 a.m. shall be paid a differential of thirty (30) cents per hour for each hour in pay status. The shift differential will not be added to the employee's base rate when computing the overtime rate. Eligible employees shall receive this differential for all overtime hours and for any other hours in pay status, including vacation, paid sick leave, paid bereavement leave, compensatory time off, and any other paid leave.

Section 8.11 Required Meetings/Exams

All departmental meetings, physical or mental examinations, and/or conferences required by the Employer, which occur outside of an Officer's regularly scheduled shift will be paid at the applicable rate. The Employer shall provide for payment of applicable fees and directly-related occupational expenses for such required activities. When required to travel, the employer will provide transportation or pay mileage if the employee is required to use their own vehicle. This provision does not apply to routine return-to-work physicals.
ARTICLE IX BENEFITS

Section 9.1  CMS Benefit Program

During the term of this Agreement, employee group benefit programs (health, dental, life, etc.) shall be provided to all employees covered by this Agreement who are eligible to participate in those programs in accordance with the State Employees Group Insurance Act of 1971, 5 Illinois Compiled Statutes 375/1 and following, as amended. The parties agree to accept all of the terms and conditions in employee benefit packages as determined by the Department of Central Management Services (CMS) to be intended to apply to employees of Northern Illinois University. Changes and modifications in benefits, benefit levels, or to the types of employee benefit packages that may be offered is the exclusive right of Central Management Services. The costs for participation in any of the employee benefit programs that Central Management Services determines to be contributory by the employee and costs for optional coverage are the sole responsibility of the employee.
Section 9.2 Board of Trustees Benefit Provisions

During the term of this Agreement, all employee benefits shall be granted to bargaining unit members in accordance with applicable Board and University policies (see current Board Regulations). Improvements in such benefits shall be extended to bargaining unit employees to the extent authorized by Board and University policies. In the event of any change in Board or University policies concerning such benefits, the Union's Chapter President shall be notified and the parties agree to meet in consultation to determine whether the change or changes has or have any impact upon current bargaining unit employees and, if so, to negotiate concerning the impact of such change or changes.

Section 9.3 Holidays

Employees covered by this Agreement shall receive eight (8) hours of regular pay for the holidays listed below. Holiday pay will not be credited as hours worked in the FLSA calculation of overtime eligibility.

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Year's Day</td>
<td>January 1</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Observed Monday</td>
</tr>
<tr>
<td>Independence Day</td>
<td>July 4</td>
</tr>
<tr>
<td>Labor Day</td>
<td>Observed Monday</td>
</tr>
<tr>
<td>Thanksgiving Day</td>
<td>Observed Thursday</td>
</tr>
<tr>
<td>Christmas Day</td>
<td>December 25</td>
</tr>
<tr>
<td>Five (5) Floating Holidays</td>
<td>As determined by the University</td>
</tr>
</tbody>
</table>
When an employee covered by this agreement is required or scheduled to work on any of the designated holidays, they shall receive the appropriate rate of pay, in accordance with FLSA guidelines, for all hours actually worked in addition to the eight (8) hours of regular pay for the holiday.

Section 9.4 Administrative Closure

Employees covered by this Agreement shall receive eight (8) hours of regular pay for any Administrative Closure day designated by the Employer. This pay will not be credited as hours worked in the FLSA calculation of overtime eligibility.

When an employee covered by this agreement is required or scheduled to work on any of the designated Administrative Closure days, they shall receive the appropriate rate of pay, in accordance with FLSA guidelines for all hours worked, in addition to the eight (8) hours of regular pay for the Administrative Closure day.

Section 9.5 Other Scheduled University Closures

Any other designated University Closure day, in which an employee is required to either use personal leave benefits to be paid or to take a deduction day with no pay, the Employer agrees to treat this University Closure day as a regular work day in the administration of this Agreement.

ARTICLE X WAGES

Section 10.1 Salary Rates

The FY11 wage rate schedule shall be implemented effective July 1, 2011. Thereafter, for the remaining year and subsequent fiscal years of this Agreement (FY2012, FY2013 and FY2014, FY2015 and FY2016), Section 10.2 shall apply.

The Employer and the Chapter agree to the following hourly wages for the period of July 1, 2011 through June 30, 2016. Salary step progression in the following table is based on the total years of service with all salary upgrades effective at the beginning of the pay period following the appropriate service anniversary date.

Hourly salaries shall be paid to classified Police Officers as follows:

<table>
<thead>
<tr>
<th>Service Year(s)</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Entry Rate</td>
<td>$24.46</td>
</tr>
<tr>
<td>After 1 Year</td>
<td>Plus $1.50 per hour</td>
</tr>
<tr>
<td>After 5 Years</td>
<td>Plus $2.00 per hour</td>
</tr>
<tr>
<td>After 10 Years</td>
<td>Plus $2.50 per hour</td>
</tr>
</tbody>
</table>
The appropriate step increase will be applied to the employee's hourly rate of pay at the time the employee achieves his/her service anniversary.

Section 10.2 Salary Rates - FY2011 through FY2016

For each of the fiscal years of this Agreement (FY2012, FY2013, FY2014, FY2015, and FY2016), the University will grant employees who are employed in the collective bargaining unit, salary increases equivalent to those authorized for general distribution to all non-negotiated hourly Operating Staff employees of the University in accordance with the salary increase distribution procedures approved by the Board of Trustees and outlined in applicable published University Salary Increment Guidelines for the University, including funds appropriated for salary increases by the University or personnel salary increases via the state appropriation process. These increases will be distributed to eligible employees on an across the board basis. In the event that the University Salary Increment Guideline provides for a variable distribution to all hourly Operating Staff employees on the basis of merit or other factors, then the average increment authorized under the respective guideline will be distributed. For purposes of increment amounts, the University Salary Increment Guideline amount applicable to all hourly Operating Staff employees shall be the only increase granted for distribution for FY 12, FY13, FY14, FY15, and FY16.

Section 10.3 Educational Incentive

The following educational incentives shall be implemented and applicable beginning July 1, 2006 and shall continue throughout the duration of this Agreement.

Upon completion of a course of study leading to an Associate or Bachelor or post-graduate degree, bargaining unit employees shall receive an annual educational incentive stipend based upon the highest degree attained, as follows:

- **Associate Degree**: $600
- **Bachelors Degree**: $1200
- **Post Graduate Degree**: $1800

Employees eligible for these yearly educational stipends shall make application to the Chief of Police prior to November 1 of each fiscal year. Upon approval by the University, payment shall be made in one lump sum no later than the first pay period in December. Payments shall not be cumulative in effect and will not be added to the hourly rate of pay for purposes of calculating any other economic benefit.
ARTICLE XI NO STRIKE/NO LOCKOUT

Section 11.1 No Strike

No employee covered by this Agreement shall engage in, induce or encourage a strike, work stoppage, slowdown, or withholding of services. The Metropolitan Alliance of Police agrees that neither it nor any of its officers or agents or members will call, institute, authorize, participate in, sanction or ratify any strike, work stoppage, slowdown, or withholding of services at any time as a result of a labor dispute with the University or for any reason whatsoever.

Section 11.2 No Lockout

The University will not lock out any employee covered by this Agreement at any time as a result of a labor dispute with the Metropolitan Alliance of Police or for any reason whatsoever.

Section 11.3 M.A.P. Responsibility

All employees who hold a position of authority in the local Chapter of M.A.P. occupy a position of special trust and responsibility of maintaining and complying with this provision, including the responsibility to remain at work during any interruption which may be initiated by other individual employees, and to encourage all represented employees violating this paragraph to return to work.

ARTICLE XII UNIFORM/EQUIPMENT PROVISIONS

Section 12.1 Uniform and Equipment

The Employer will furnish launder, clean, maintain and replace the uniforms as required. The basic uniform and equipment of the Police Officer will consist of:

4 all-weather trousers with medium stripe
3 summer shirts/blouses, in color
3 winter shirts/blouses, in color
1 dark blue police style hat with rain cover
1 trooper cap
3 or clip-on neckties
3 chest badges
1 cap badge
1 ID case and ID card
1 traffic vest
1 winter jacket with zip out liner
1 sweater
Shoulder patches on all shirts and jackets
1 portable radio with lapel mike

1 radio holster and holder
1 double handcuff case
1 Sam belt with 4 keepers
Gun cleaning kit
A plain smooth collar, turtleneck or dickey will be optional equipment that the individual Police Officer may purchase at their own expense. The Employer agrees to clean and replace, when necessary, the turtleneck or dickey after the initial purchase by the officer.
Section 12.2 Body Armor

Body armor shall be furnished by the Employer and worn at all times under the following conditions: a) while in uniform performing normal job duties and, b) while engaged in the execution of a search warrant. The wearing of body armor is optional when the heat/humidity index reaches 90 degrees Fahrenheit.

Section 12.3 Other Personal Equipment

The Employer agrees to repair or replace as necessary the eye glasses, contact lenses, and prescription sun glasses of a Police Officer if such personal equipment is damaged or broken during the course of University duties if the Officer is required to exert physical force or is attacked by another person. The Employer agrees to repair or replace personal watches, spending up to a maximum of $30, if such personal equipment is damaged or broken during the course of University duties if the Officer is required to exert physical force or is attacked by another person.

Section 12.4 Squad Car

If an on-duty Police Officer feels that an assigned police vehicle is hazardous and unsafe to operate, the shift supervisor must be notified of the vehicle's condition. If the shift supervisor concurs with the Officer's observation, the supervisor may declare the vehicle unfit for use for the remainder of the shift.

ARTICLE XIII GRIEVANCE PROCEDURE

Section 13.1 Definition

A grievance shall be defined as any dispute or difference between the parties with respect to the applications, administration and interpretation of the provision of this Agreement. All grievances shall be filed in accordance with the provisions herein. The grievant may be an employee, group of employees or the Union. Grievances filed by the Union shall be initiated in writing at Step 3 of the grievance process within five (5) working days after the Union becomes aware or should have been aware through the use of reasonable diligence of the circumstances or conditions causing the grievance. For purposes of the grievance procedure, workdays are considered to be Monday through Friday.

Section 13.2 Limitations

If prior to filing a grievance pursuant to this Article, or while a grievance is in process in accordance with this Article, an employee seeks resolution or appeal of the matter in any other forum (campus, administrative, or judicial), then the Board, Union, and/or University
shall have no obligation to consider or proceed further with the matter pursuant to this grievance procedure. This limitation does not pertain to grievances alleging discrimination on the basis of race, color, religion, national origin, sex, age, disability or veteran's preference.

Section 13.3 Representation

An employee may choose to pursue a grievance with or without representation. Obtaining representation shall be totally the responsibility of the employee. If a representative other than a Union representative is selected, such representation shall be specifically limited to the grievance without prejudice or influence for any other employees. If a Union representative is chosen from the bargaining unit, the representative will speak for the Union. A Union representative may be involved with or represent the employee(s) at any step within the grievance procedure. Either party may be represented by Legal Counsel in arbitration proceedings.

Section 13.4 Time Limitations

The time limits herein set forth may be extended by mutual agreement of both parties. Failure of the grievant or the Union to comply with the time limits of this Article shall render the grievance null and void and bar subsequent filing of the grievance at any stage of the grievance procedure. Failure of the Employer to respond within the time limits expressed in this Article shall afford the grievant or the Union an appeal to the next step of the grievance process within, the time frames expressed. Time limits are expressed in workdays and exclude Saturdays, Sundays, recognized holidays, and shutdown periods.

In order to provide adequate attention to each grievance as submitted, both parties agree to respond/advance one grievance at a time. For example, should two grievances be filed on the same date, the University will have ten (10) days in which to respond to the first, and ten (10) additional days in which to respond to the second or subsequent grievances. Likewise, the Union will have ten (10) days to respond/advance the first grievance, and then ten (10) additional days after doing so to respond/advance to the second or subsequent grievances.

Section 13.5 Grievance Procedures

Grievances shall be processed in the following manner:

Step 1 - Within ten (10) working days after the first occurrence, or within ten (10) working days after the grievant becomes aware, or should have been aware through the use of reasonable diligence of the circumstances or conditions causing the grievance, the
grievance shall be reduced to writing and presented to the immediate supervisor. The written grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement at issue and the relief requested. The immediate supervisor shall provide a written response within ten (10) working days after such presentation.

Step 2 - If the grievance is not settled at Step 1, and the grievant wishes to appeal the grievance to Step 2, the written grievance and Step 1 response shall be submitted to the Chief of Police or his designee within ten (10) workdays after receipt of the Step 1 written response. The Chief of Police or his designee shall meet with the grievant in an attempt to resolve the grievance within ten (10) workdays. The Chief of Police or his designee shall issue a written Step 2 response within ten (10) workdays following the meeting.

Step 3 - If the grievance is not settled at Step 2, and the grievant wishes to appeal the grievance to Step 3, the grievance along with the Step 1 and Step 2 responses shall be submitted to the Associate Vice President of Administration and Human Resource Services, or a designated representative at Human Resource Services within ten (10) workdays after the Step 2 written response. The Associate Vice President of Administration and Human Resource Services, or a designee, shall conduct a meeting with department representatives, the grievant and/or a designated representative within fifteen (15) workdays. The Associate Vice President of Administration and Human Resource Services, or a designated representative, shall issue a written Step 3 response to the grievance within fifteen (15) workdays following the meeting.

Section 13.6 Arbitration

If the grievance is not settled at Step 3, the Union may present the grievance to the Associate Vice President of Administration and Human Resource Services, or a designated representative, for Arbitration within ten (10) workdays after receipt of the Step 3 response.

The Employer and the Union shall jointly request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS). The arbitrator shall be selected by a representative of the Employer and the Union alternatively striking names from the panel list. The choice of the first strike shall be determined by the toss of a coin. The last name remaining shall be the arbitrator. The arbitrator shall be notified of his selection by joint letter from the Employer and the Union requesting that he set a date and time for the hearing, subject to the availability of the arbitrator. Court reporter, transcripts and all other costs incurred by the arbitrator shall be borne equally by both parties. Neither side shall be responsible for the expense of the other's witnesses or representatives.

The scope of the arbitration is limited to the terms of this Agreement and any supplemental
agreements between the parties. Board of Trustees Regulations and Bylaws, Departmental Operational Manual, Laws of the State of Illinois and Rules and Regulations of Administrative Agencies are not subject to arbitration. Matters related to the discharge or dismissal of an employee are not subject to arbitration. The arbitrators shall have no authority to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrators shall only consider and make a decision with respect to the particular issues necessary to resolve the grievance without recommendation or comment on any other matter. The arbitrators shall be without power, or make a decision, or render an award contrary to or inconsistent with or modifying or varying in any way the application of laws, rules, and regulations having the force and effect of law. No liability shall accrue against the Employer for a date prior to the date the grievance was presented in Step 1. The arbitrators shall submit in writing their decision and award within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. The decision and award shall be based solely upon the arbitrator's interpretation of the meaning or application of this Agreement to the facts of the grievance presented. Past practices may be considered in interpreting an ambiguous provision of this Agreement, but may not be considered for the purpose of creating an employee right for Employer obligation or liability. Subject to the provisions of this section, the decision of the arbitrators shall be binding on the parties.

ARTICLE XIV DISCIPLINE AND DISCHARGE

Section 14.1 Progressive Discipline

The Employer subscribes to the tenets of progressive and corrective discipline and shall only discipline employees for just cause. The Employer's agreement to use progressive and corrective disciplinary action does not limit in any respect the Employer's ability in any case to impose discipline which is commensurate with the severity of the offense. The Chapter agrees there may be justification for immediate suspension of an employee in accordance with the State Universities Civil Service System Statute and Rules. Disciplinary action or measures include the following:

1. Oral reprimand
2. Written reprimand
3. Suspension
4. Discharge

Section 14.2 Representation
When an employee covered by this Agreement is required to appear for an investigatory interview with any representative(s) of the Employer, and the employee holds a reasonable belief that the interview may result in disciplinary action against them, the employee shall have the right to be represented by the Chapter at any such interviews or meetings.

Section 14.3 Notification

When disciplinary action other than an oral reprimand is imposed, the Employer shall notify the employee and the Chapter within seven (7) calendar days of the disciplinary action. Such notification shall be in writing and shall reflect the specific nature of the offense.

Section 14.4 Personnel Files

Employees may review their respective personnel files pursuant to the authority of the Illinois Revised Statutes. Personnel files include any official file kept by any Captain, Lieutenants, and Sergeants.

An employee feeling aggrieved over computation of pay may, with the consent of the Director or his designee (such consent will not be unreasonably withheld), be permitted to examine his or her own time sheets and compensating time records. Likewise, a Chapter representative with permission of the employee shall have the same latitude under the same conditions when relating to a specific grievance pertaining to a dispute in pay computation.

Section 14.5 Discipline Record

Upon written request, oral and written reprimands will be removed from an employee's file after two years has elapsed provided no further related reprimands have been issued in that timeframe. Suspensions shall no longer be considered in the progressive discipline process after four years has elapsed, provided no further related reprimands have been issued in that timeframe. Upon the removal of oral and written reprimands, awards or commendations will also be removed. Counseling statements may be used to document employee conduct, which may be either positive or negative in nature. Counseling statements shall not be considered to be part of the disciplinary record; however, they are considered as documentation of work history.

Section 14.6 Limitations

Any formal disciplinary action, except discharge proceedings, taken by the Employer against an employee in accordance with the State Universities Civil Service System Statute and Rules shall be appealed through the grievance procedure contained in this Agreement. Any grievance filed regarding disciplinary actions taken by the Employer shall be initiated at
Step 3 of the grievance procedure. Both parties understand that grievances may be submitted regarding oral and written reprimands, but such a grievance is not subject to arbitration.

When the department recommends a disciplinary suspension be issued, the employee may elect to appeal the recommended suspension either through the State University Civil Service System Statute and Rules as outlined in Section 14.9 of this Article or through the grievance procedure. In such suspension cases, if the employee elects to appeal through the procedure outlined in Section 14.9 of this Article, the employee and/or Chapter waive their right to any further appeal of said disciplinary action through the grievance procedure and/or arbitration process.

Any employee against whom the Employer initiates discharge proceedings shall be afforded the full rights granted by the State Universities Civil Service System Statute and Rules. Consequently, discharge recommendations and procedures are not subject to the contractual grievance procedure and/or arbitration process.

Section 14.7 Inquiries, Investigations, Interrogations

Informal Inquiries, Formal Investigations, or Interrogations (oral or written) of a Police Officer shall be in accordance with the provisions of Appendix B (Police Officer's Bill of Rights) of this Agreement and also in accordance with the State Universities Civil Service System Statute and Rules. If an employee becomes a suspect or the target of a criminal investigation, such employee shall be orally notified of their constitutional rights prior to any further interview as legally required.
Section 14.8 Probationary Employees

Pursuant to State Universities Civil Service System Statute and Rules, the Employer retains the sole right to discipline and dismiss probationary employees. The administration of discipline and dismissal during the probationary period is not subject to grievance and/or arbitration under this Agreement.

Section 14.9 Appeal Process for Suspensions/Discharge

Pursuant to State Universities Civil Service System Statute and Rules, any Police Officer formally notified of a recommended suspension or discharge will be granted the following appeal process:

a. Upon request, the Director of Public Safety or designee will conduct a departmental hearing. Advance notice of at least 48 hours will be provided to the officer. The hearing will be held at a reasonable hour, preferably when the officer is on duty. The employee will be informed of persons attending the hearing and will receive copies of pertinent evidence to be presented. The employee shall have a right to representation by the Chapter and/or counsel of their choosing. The employee and/or their representatives shall be provided the opportunity to question persons involved in the hearing and will be permitted to present testimony, written statements, witnesses and other pertinent evidence.

b. After the above hearing, the department shall determine whether to proceed with the recommended suspension or discharge. If the department chooses to proceed with the recommended suspension or discharge, a formal notice of such will be provided to the Associate Vice President of Administration and Human Resource Services with a copy served or mailed to the employee.

c. The Associate Vice President of Administration and Human Resource Services or a designee shall schedule a hearing at a mutually agreeable time and date within 21 days of the notification provided in b above. The employee shall receive all pertinent documents at least five days prior to the hearing. The employee may be represented at the hearing by the Chapter and/or counsel of their choosing.

d. The Associate Vice President of Administration and Human Resource Services or a designee shall issue a final determination on the recommended suspension or discharge. If discharge or suspension recommendations are
supported, they shall be implemented in accordance with the State Universities Civil Service System Statute and Rules.

ARTICLE XV NON-DISCRIMINATION

Section 15.1 General Provisions

In accordance with applicable law, neither the Employer nor the Union shall discriminate against any employee covered by this Agreement because of employee's race, color, religion, sex, age, national origin, physical or mental disability, political affiliation, sexual orientation, marital status, veteran status, or status as a victim or perceived victim of domestic or sexual violence.

Section 15.2 Association Membership

Neither the Employer nor the Chapter shall interfere with the right of employees covered by this Agreement to become or not become members of the Chapter and there shall be no discrimination against any such employee because of membership or non-membership. The Employer shall not discriminate against, interfere with, restrain or coerce employees because of lawful activities on behalf of the Chapter or because of their exercise of any rights granted by the Regulations of the Board of Trustees or by this Agreement.

ARTICLE XVI EMPLOYEE DEVELOPMENT AND TRAINING

Section 16.1 Training

The department, within financial and operational considerations, will attempt to provide each bargaining unit employee covered by this Agreement with approximately 40 hours of job-related training each year. It is understood that the department head will determine departmental and individual training needs. It is further understood that in some cases total annual training per Police Officer may be in excess of 40 hours.

The Employer agrees to provide employees attending training, or who are out of town on official business, expense allowances as provided in the University Rules and Regulations relating to such expenses.

Section 16.2 Conferences and Seminars

Police Officers shall be granted reasonable amounts of time with pay to attend job-related meetings, conferences, and seminars with the prior approval of the Chief of Police. The Employer shall pay the costs of attendance fees, overnight travel allowances, and other travel expenses as allowed by University Rules and Regulations.
Section 16.3  Firearms' Training

Firearms' training is to be provided to Police Officers as described in the appropriate general orders of the department. In order to promote such training, ammunition for the standard issued weapon will be provided by the employer in sufficient quantities to accomplish this training. Ammunition for personal weapons will not be provided by the Employer for this purpose.

Section 16.4  Training Record

The Employer agrees to keep a written record in the individual bargaining unit member's departmental file which indicates which schools and seminars this member has attended. Upon request by the member, the member shall be allowed to include in their departmental file any transcripts for college work or degrees obtained.

ARTICLE XVII LIMITATIONS

Section 17.1  Savings Clause

Should any provision of this Agreement or any application thereof become unlawful by virtue of any federal or state law, executive order, decision of a court of competent jurisdiction, or administrative agency having final authority over its provisions, such provisions shall not be deemed valid and subsisting except to the extent permitted by law. All other provisions of this Agreement will continue in full force and effect. Negotiations to substitute provision(s) for the invalidated provision(s) shall commence no later than thirty (30) days after either party has filed a written request to do so.

Section 17.2 Other Expressed Limitations

This Agreement shall not supersede:

a) Applicable Federal and State laws as such laws may become amended from time to time;
b) Rules of federal and State agencies which have the force and effect of law; as such may be amended from time to time;
c) Board of Trustees Governing Policy, By-Laws and Regulations as such may be amended from time to time; not in conflict with the expressed provisions of this Agreement
d) Policies, procedures"s and provisions of employment as established by the Board of Trustees as such may be amended from time to time; not in conflict with the expressed provisions of this Agreement.
ARTICLE XVIII ENTIRE AGREEMENT

Section 18.1 Entire Agreement

The parties further acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and M.A.P., for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

This Agreement constitutes the entire Agreement and understanding between the parties and supersedes all prior written and oral agreements, commitments and such practices affected by the Agreement between the Employer and represented employees. This Agreement expresses all obligations of and restrictions imposed on each of the parties during the term of this Agreement. This Agreement may only be amended during its term by written mutual agreement of both parties.

ARTICLE XIX TERMINATION

Section 19.1 Duration

This Agreement shall be effective upon ratification and approval of both parties and shall remain in full force and effect until June 30, 2016. It shall continue in effect from year to year thereafter, unless notice of "Request to Renegotiate" is provided in writing by registered or certified mail by either party no earlier than 120 days and no later than 90 days prior to the expiration date of the Agreement. Notices to renegotiate, as required and provided by the Employer, shall be addressed to M.A.P. Chapter #291, in care of the Local Chapter President, at NIU Department of Public Safety. Notices to renegotiate, as required and provide by M.A.P., shall be addressed to Northern Illinois University, Associate Vice President for Administration and Human Resources, Human Resource Services, Northern Illinois University, DeKalb, Illinois 60115-2854. Either party may, by written notice, change the address as noted above. Such notice to renegotiate shall be considered to have been given as of the date shown on the postmark.

Upon expiration of this agreement, Northern Illinois University and the Metropolitan Alliance of Police, Local 291, hereby agree to extend the current collective bargaining agreement to
provide for continued negotiations for a new labor agreement. Accordingly, the terms and conditions of the current collective bargaining agreement shall remain in full force and effect while an extension agreement is in effect. After the expiration of this agreement, Northern Illinois University and the Metropolitan Alliance of Police agree to negotiate wages only. The language within this agreement will stay in effect and only those sections mutually agreed upon by both parties will be renegotiated at the conclusion of this contract.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives this ____, day of 2-8-2011.

Northern Illinois University

By: Jesse Perez
Chief Negotiator

By: Donald Grady
Chief of Police

By: Steven D. Cunningham
Administration & Human Resources

Metropolitan Alliance of Police

By: Devon Buckle
President, Chapter #291

By: Steve Calcaterra
President, M.A.P.

Board of Trustees

steVen. Cunningham
Designee for the Board of Trustees
Northern Illinois University

Date: __/__/2011
Appendix A MEMORANDUM OF UNDERSTANDING CONFIDENTIALITY AGREEMENT

Both parties are prohibited from and agree to refrain from any public announcements or press releases stating any of the general or specific contractual provisions in the approved and ratified 2006-2011 Collective Bargaining Agreement. Specific provisions of this Agreement shall remain confidential, except as required in standard communications with constituencies in the ratification and Board approval process and subsequent contract administration protocols.
APPENDIX B POLICE OFFICER'S BILL OF RIGHTS
For Reference Purpose Only

1. Definitions

For the purposes of this Agreement, unless clearly required otherwise, the terms defined in this Section have the following meaning ascribed herein:

   a) "Officer" means a peace officer, as defined by Section 2-13 of the Criminal Code of 1961 as now or hereafter amended, who is employed by Northern Illinois University and classified as a Police Officer.

   b) "Informal Inquiry" means a meeting by supervisory or command personnel with an officer upon whom an allegation of misconduct has come to the attention of such supervisory or command personnel, the purpose of which meeting is to mediate a citizen complaint or discuss the facts to determine whether a formal investigation should be commenced.

   c) "Formal Investigation" means the process of investigation ordered by a commanding officer during which the questioning of an officer is intended to gather evidence of misconduct which may be the basis for filing charges seeking his or her removal, discharge or suspension in excess of three (3) days.

   d) "Interrogation" means the questioning, written or oral, of an officer pursuant to the formal investigation procedures of Northern Illinois University Department of Public Safety written directives which may be the basis for filing charges seeking his or her suspension, removal or discharge. The term does not include questioning (1) as part of an informal inquiry or (2) relating to minor infractions of agency rules which may be noted on the officer's record but which may not in themselves result in removal, discharge or suspension in excess of three (3) days.

   e) "Administrative proceeding" means any non-judicial hearing which is authorized to recommend, approve or order the suspension, removal, or discharge of an officer.

2. Interrogation of Officer

Whenever an officer is subjected to an interrogation within the meaning of this Agreement, the interrogation shall be conducted pursuant to Sections 3 through 11 of this Agreement.
3. **Place of Interrogation**

The interrogation shall take place at the facility to which the investigating officer is assigned, or at the facility which has jurisdiction over the place where the incident under investigation allegedly occurred, as designated by the investigating officer.

4. **Disclosures of Information to subject of Interrogation regarding Nature of Investigation and Complaints.**

No Officer shall be subjected to interrogation without first being informed in writing of the nature of the investigation. If an administrative proceeding is initiated, the officer shall be informed beforehand of the names of all complaints. The information shall be sufficient as to reasonably apprise the officer of the nature of the investigation.

5. **Time of Interrogation**

All interrogations shall be conducted at a reasonable time of day. Whenever the nature of the alleged incident and operational requirements permit, interrogations shall be conducted during the time when the officer is on duty.

6. **Disclosure to Subject of Interrogation of the Officer in Charge, Interrogators, and Others present**

The officer under investigation shall be informed of the name, rank, and unit or command of the officer in charge of the investigation, the interrogators, and all persons present during any interrogation except at a public administrative proceeding.

7. **Duration of Interrogation Session**

Interrogation sessions shall be of reasonable duration and shall permit the officer interrogated reasonable periods for rest and personal necessities.

8. **Abusive and Offensive Language Prohibited at Interrogations**

The officer being interrogated shall not be subjected to professional or personal abuse, including offensive language.

9. **Record of Interrogation - Transcript**

A complete record of any interrogation shall be made, and a complete transcript or copy shall be made available to the officer under investigation without charge and without undue delay. Such record may be electronically recorded.
10. **Advise of Rights**

No officer shall be interrogated without first being advised in writing that the admissions made during the course of the interrogation may be used as evidence of misconduct or as the basis for charges seeking suspension, removal or discharge; and without first being advised in writing that he or she has the right to counsel of his or her choosing who may be present to advise him or her at any stage of interrogation.

11. **Right to Counsel - Presence of representative of Collective Bargaining Unit**

The officer under investigation shall have the right to be represented by counsel of his or her choosing and may request counsel at any time before or during interrogation. When such request for counsel is made, no interrogation shall proceed until reasonable time and opportunity are provided the officer to obtain counsel.

If the collective bargaining agreement requires the presence of a representative of the collective bargaining unit during investigation, such representative shall be present during the interrogation, unless this requirement is waived by the officer being interrogated.

12. **Admission or Confessions Obtained in Violation of Agreement**

Admissions or confessions obtained during the course of any interrogation not conducted in accordance with this Agreement may not be utilized in any subsequent disciplinary proceeding against the officer.

13. **Polygraph or Chemical Tests**

In the course of any interrogation, no officer shall be required to submit to a polygraph test, or any other test questioning by means of any chemical substance, except with the officer's express written consent. Refusal to submit to such test shall not result in any disciplinary action nor shall such refusal be made part of his or her record.

14. **Constitutional and Legal Rights**

The rights of officers in disciplinary procedures set forth under this Agreement shall not diminish the rights and privileges of the officers that are guaranteed to all citizens by the Constitution and laws of the United States and of the State of Illinois.

15. **Application of Agreement**

This Agreement does not apply to any officer charged with violating any provisions of the
Criminal Code of 1961, or any other federal, State or local criminal law.

16. Retaliatory Actions Prohibited

No officer shall be discharged, disciplined, denied promotion or seniority, transferred, reassigned or otherwise discriminated against in regard to his or her employment, or be threatened with any such treatment as retaliation for or by reason of his or her exercise of rights granted by this Agreement.