

AGREEMENT BETWEEN

The UNIVERSITY OF CHICAGO

and

ILLINOIS COUNCIL OF POLICE

Representing

University of Chicago Police Sergeants

July 1, 2023 – June 30, 2026

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CONTRACTING PARTIES

This Agreement made and entered into on the date of ratification, by and between the University of Chicago (the "University" or the "Employer") and the Illinois Council of Police (ICOPs).

ARTICLE I PREAMBLE & STATEMENT OF PRINCIPLES

SECTION 1.1. PREAMBLE

- A. The University recognizes the Union's legal responsibility to act as the collective bargaining agent for the Sergeants covered by this Agreement (referred to as "Sergeants or Employees") and its legal duty to provide fair representation to those Sergeants.
- B. The Union recognizes the University's responsibilities to manage the Police Department and the University, as a whole, in an efficient, responsible manner.

SECTION 1.2. STATEMENT OF PRINCIPLES

- A. The University and the Union realize that in order to provide maximum opportunities for continuing employment, job security, good, safe, healthy working conditions and good wages and benefits, the University must provide the highest quality services to the University community and its environs in a timely fashion, and otherwise be able to operate the University economically and competitively to meet the primary mission of the University by providing an excellent education to its students, of creating new knowledge, of being a dedicated member and leader in the local as well as world communities.
 - 1 The University and the Union agree to work toward the attainment of these goals and towards the goal of mutual respect and trust for each other. The Union and the University agree to cooperate and support all efforts to assure that Sergeants provide effort for a full day of work for a fair day's pay, and that they will actively work to avoid absenteeism and any other practices which hurt or interfere with the operation and mission of the University.
 - 2 Furthermore, the University and the Union desire to develop the Sergeants into a skilled, versatile and effective workforce through training and education.
- B. The Union and the University are dedicated to improving police services, providing for a safe environment, preserving equipment, preventing accidents and strengthening goodwill between the University and its Sergeants, as well as the University's students, faculty, administrators, other employees, affiliates, vendors, visitors and members of the community. The Union and the University further recognize that the University has certain obligations and responsibilities to its students, its faculty, its administrators, its other employees, its vendors, its visitors and the community and therefore the University and the Union agree that they will fully cooperate in the performance and discharge of these obligations and responsibilities.

ARTICLE 2 RECOGNITION

SECTION 2.1. GENERAL.

- A. Pursuant to the certifications issued by the National Labor Relations Board in Case No. 13-RC-296531, the University of Chicago (hereinafter the University, or the employer, or management) recognizes the Illinois Council Of Police (hereinafter the Union) as the exclusive agent for purposes of collective bargaining with respect

to wages, hours, and conditions of employment for all full-time Police Sergeants as cited below:

1. Included: All full-time Sergeants, including Patrol Sergeants, Criminal Investigations Sergeants, Training Sergeants, Special Events Sergeants, and Recruitment Sergeants, employed by the University of Chicago out of its facility currently located in Chicago, Illinois.
 2. Excluded: All other employees employed by the University of Chicago and any other supervisor of the University as defined in the act.
- B. Excluded from the above-described unit are all “supervisory” employees within the meaning of the National Labor Relations Act, and all other University employees, including supervisors, managers and confidential employees, as those terms are defined in the National Labor Relations Act or by the National Labor Relations Board.
- C. Nothing in this Agreement, including the recognition of the Union as bargaining agent, is intended as guarantee, implicit or implied, that any work currently or subsequently performed at the University will continue to be performed at the University, nor as a guarantee or obligation of employment or that the University will continue its operations or any portion of its operations.
- D. The Union agrees to fulfill its duty to fairly represent all employees in the bargaining unit. The Union further agrees to indemnify, defend and hold harmless the University and its officials, representatives and agents from any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs resulting from any failure on the part of the Union to fulfill its duty of fair representation.

SECTION 2.2. MUTUAL AID.

Nothing will preclude the University of Chicago from engaging in Mutual Aid agreements, responding to Mutual Aid requests, or asking for Mutual Aid assistance as circumstances warrant. When working in a Mutual Aid assignment, Sergeants will remain covered by the terms of this Agreement.

ARTICLE 3 UNION SECURITY

SECTION 3.1. GENERAL.

Upon receipt of a written and signed authorized form from an employee (attached as Appendix B), the Employer shall deduct the amount of the Council dues, set forth in such form and any authorized increase therein, from the wages of the Employee and shall remit such deductions monthly to the Illinois Council of Police at the address designated by the Council in accordance with the laws of the State of Illinois, within thirty (30) days after the deductions have been made. The Council shall advise the Employer of any increase in dues, in writing, at least thirty (30) days prior to its effective date.

While this Agreement is in effect, the Employer will deduct from each Employee’s paycheck once each pay period the uniform, regular bi-weekly union dues for each Employee in the bargaining unit who has filed with the Employer a lawful, voluntary, effective check-off authorization form, a copy of which is attached hereto as Appendix A. The Employer will honor all executed check-off authorization forms received not later than ten (10) working days prior to the next deduction date and such authorization forms shall remain in effect until revoked or replaced in accordance with the language contained on the Union Dues Deduction and Authorization Form.

SECTION 3.2. CHECK-OFF

Total deductions collected for each calendar month shall be remitted by the Employer to an address provided by the Union not later than thirty (30) days after deductions have been made. The Union agrees to refund the Employee(s) any amounts paid to the Union in error on account of this dues deduction provision.

A Union Member desiring to revoke the dues check-off may do so pursuant to the language on an executed Union Dues Deduction and Authorization Card and upon written notice to the Employer and the Union. Dues shall be withheld and remitted to the Union unless or until such time as the Employer receives a notice of revocation of dues check-off from an Employee and the Union, or notice of an Employee's death, transfer from covered employment, termination of covered employment, or when there are insufficient funds available in the Employee's earnings after withholding all other legal and required deductions. Information concerning dues not deducted under this Article shall be forwarded to the Union, and this action shall discharge the Employer's only responsibility with regard to such cases.

SECTION 3.3. INDEMNIFICATION.

The Union will indemnify and hold the University harmless against any and all claims, demands or other forms of liability, including the cost of defense, which may arise out of, or by reason of, any action taken or not taken by the University for the purpose of complying with any of the provisions of this Article.

ARTICLE 4 MANAGEMENT'S RIGHTS

SECTION 4.1. ENUMERATION.

The operation, control and management of the Employer's facilities and operations, and all business of the University and activities of the University which are covered or affected by this Agreement, and the supervision and direction of the working forces at the University's facilities, operations and business are and will continue to be solely and exclusively the functions and prerogatives of the management of the Employer. All of the rights, functions and prerogatives of management which the University had before entering into this Agreement with the Union are reserved and retained exclusively to the Employer. In no event will any right, function or prerogative ever be deemed or construed to have been modified, diminished or impaired by any past practice or course of conduct, or otherwise, other than by an explicit provision of this Agreement. Specifically, but without limiting or affecting the generality of the above statements, it is distinctly understood and agreed that this Agreement does not affect and will not be deemed or construed to impair or limit in any way the Employer's right in its sole discretion and judgment, to determine the nature and extent of the business to be carried on by the University; determine vendors, students and others with whom it will deal, and the prices at which the terms on which its materials, equipment and supplies will be purchased, leased or otherwise acquired and its services will be sold; determine the size and composition of the working force covered by this Agreement, and assignment of work, and policies affecting the selection of employees; establish and enforce quality, reasonable service standards for its employees, services of the University; establish new departments; introduce new and improved equipment, facilities and service methods; establish and change work performance standards; change, combine, establish or discontinue jobs or operations, and determine when and if vacancies in the working force will be filled; determine the places, means and methods by which services will be provided; to layoff and/or relieve employees from work; to reduce Employees' work hours; to determine whether work is to be performed by Employees in the bargaining unit or outside the bargaining unit; to schedule and determine the hours of operations and employee work schedules (including overtime work); to hire, promote, demote, and transfer Sergeants, to suspend, issue corrective action and terminate non-probationary Employees for cause (probationary Employees without cause); and discontinue temporarily or permanently, in whole or in part, any operations of the University covered or affected by this Agreement. The Employer will also have the right from time to time to make and enforce any reasonable rules applicable to Sergeants covered by this Agreement, as it may from time to time deem necessary or advisable. Additionally, the Employer may set,

change, and enforce reasonable appearance, uniform, and dress standards.

The parties recognize that any management responsibility, prerogative or rights not specifically and clearly limited by the terms of this Agreement are reserved to the management of the University.

ARTICLE 5 NO STRIKE – NO LOCKOUT

SECTION 5.1. NO STRIKE.

During the term of this Agreement or any extension of this Agreement, the grievance procedures of this Agreement, and the administrative and judicial remedies and procedures provided by statute for remedying unfair labor practices, will be the sole and exclusive means of settling any dispute between the Sergeants and/or the Union and the University, relating to the application of this Agreement. Accordingly, during the term of this Agreement or any extension of it, neither the Union nor any Sergeants will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit-down concerted stoppage of work, concerted refusal to perform overtime, mass absenteeism, observance of picket lines, or any other intentional interruption of, curtailment of, restriction of, or interference with the University's functions or operations, regardless of the reason.

SECTION 5.2. UNION RESPONSE.

Should any activity proscribed by Section 5.1 occur, the Union will immediately:

- A. publicly disavow the action by the Sergeants or other persons involved;
- B. advise the University in writing that the action has not been caused or sanctioned by the Union;
- C. post notices on Union bulletin boards and on its website stating that it disapproves of the action and instructing all Sergeants to cease the action and return to work immediately, and
- D. take such other steps as are reasonably appropriate to ensure compliance with the provisions of this Section.

The University will have the right to discharge or otherwise discipline any or all Sergeants who violate any of the provisions of this Section, and in the event a grievance is filed, the sole question to be resolved in the grievance procedure and arbitration will be whether the Sergeant participated in the action prohibited by this Section. If it is determined that a Sergeant did participate, the disciplinary action taken by the University may not be disturbed.

SECTION 5.3. NO LOCKOUT.

The University agrees that it will not lock out its Sergeants during the term of this Agreement or any extension of it.

ARTICLE 6 UNION REPRESENTATION

SECTION 6.1. CHAPTER REPRESENTATIVES

- A. The University recognizes and will deal with chapter representatives for the Union as set forth in this Article. The University will recognize three (3) chapter representatives from the Sergeants covered by this Agreement.

- B. The Union will advise the University in writing of the names of its designated chapter representatives by January 30 of each year. In the event the chapter representatives change during the calendar year, the Union will notify the University of such changes within thirty (30) calendar days. Such Notification shall be made to the University of Chicago Assistant Vice President, Human Resources. No Sergeant will be recognized as a chapter representative unless and until the University is advised.

SECTION 6.2. UNION ACTIVITY.

- A. Chapter representatives will not leave their work assignments/areas or stop working without prior permission of their direct supervisor (indicating grievance and destination concerned). Permission shall not arbitrarily or unreasonably be withheld. Pursuant to the provisions of Article 5 of this Agreement, the chapter representatives shall have no authority to instigate or take strike action, or any other action interrupting the University's activities. In the event of any strike activity(ies), the University will have the authority to impose proper discipline, including discharge.
- B. Chapter Representatives will perform their duties for the Union during non-work time (for example, before work, after work and during breaks) and will not be paid by the University for performing these duties. If a situation requires that a Chapter Representative perform Union-related duties during the workday, not including grievance or disciplinary meetings, the Chapter Representative will first obtain the Supervisor's permission, and then clock out before performing these duties. If a Chapter Representative attends a grievance or disciplinary meeting called by management during the Chapter Representative's regularly scheduled working hours, the University will not require the Chapter Representative to clock out during the course of the grievance or disciplinary meeting.
- C. If the Chief or their designee calls a Sergeant to an investigatory meeting, a Union chapter representative or Union attorney will be present, provided the Sergeant requests a chapter representative or Union attorney. Normally, a chapter representative from the Sergeant's watch or Union attorney will attend the meeting. If this chapter representative or Union attorney is not available, their Union or Sergeant will notify another chapter representative and another Union attorney of the meeting and permit him/her to attend. If a chapter representative is not available in a reasonable amount of time, the University will issue the disciplinary action without a chapter representative present.

SECTION 6.3. RELEASE TIME FOR BARGAINING.

The University will provide paid release time at the Sergeants' regular straight time rate for up to three (3) members of the Union's negotiation committee for time spent in negotiating sessions with the University. A negotiation session is defined as scheduled face-to-face meetings and related caucuses during meeting days on which contract negotiations occur. Pay for time spent in negotiations shall not count in the calculation of overtime or other premium pay.

ARTICLE 7 SENIORITY

SECTION 7.1. DEFINITION.

- A. For the purposes of this Article, and provisions in the Agreement that specifically use the term seniority, "seniority" is defined as a Sergeant's total length of active service in a bargaining unit position as defined in §2.1., starting from the Sergeant's date of hire in the bargaining unit, except as provided in §7.1.B., below. In the event two Sergeants are promoted/hired on the same date, seniority shall be determined by the following

respectively: (1) time in grade; (2) continuing service; and (3) date of birth. With the exception of "Line of Duty" Workers Compensation status, time in inactive status (Layoff, Leave of Absence, Short Term Disability, Long Term Disability, or Workers Compensation status) for a full pay period or longer, does not count in the calculation of a Sergeant's seniority.

- B. In the event a Sergeant is placed in a non-bargaining unit position within the Department of Safety and Security, the Sergeant's seniority in the unit will be suspended starting with the first day of work in the non-bargaining unit position. If the Sergeant returns to the bargaining unit, the Sergeant's prior seniority will be reinstated and all new active service as a bargaining unit Sergeant will be added to it. Vacation entitlement is based on University service in accordance with University policy, not on bargaining unit seniority.

SECTION 7.2. Probationary Period.

All new Sergeants and those hired after loss of seniority (as provided in § 7.3 below) will be considered probationary employees until they complete a probationary period of at least twelve (12) months of actual work for the University. The University may, at its sole discretion, extend any Sergeant's probationary period for up to an additional six (6) months of work. If a police officer is promoted to Sergeant, the Sergeant will be considered a probationary employee until they complete a probationary period of at least six (6) months of actual work for the University. During a Sergeant's probationary period, the employee may receive corrective action or be terminated at the sole discretion of the University, with or without cause. No grievance will be presented or entertained in connection with the corrective action or termination of a probationary Sergeant.

SECTION 7.3. TERMINATION OF SENIORITY.

A Sergeant's seniority and their employment relationship with the University terminates on the occurrence of any of the following events:

- A. resignation;
- B. retirement;
- C. discharge;
- D. absence for two (2) consecutive workdays without notification to the University of the reason for the absence, or violation of department call-in procedures during such period;
- E. failure to return to work from layoff within five (5) days after receiving notice of recall and failure to notify the University within three (3) days after receiving notice of recall of their intention to return to work;
- F. failure to report for work at the conclusion of a leave of absence, including FMLA leave, or vacation;
- G. indefinite lay-off;
- H. an absence because of illness or non-Line of Duty injury for a period of twelve (12) months, or the length of their seniority, whichever is less; or
- I. being employed while on an authorized medical leave of absence (FMLA, Worker's Compensation, Short-term Disability or Long-term Disability).

ARTICLE 8 POSITION CLASSIFICATION, INITIAL EVALUATION PERIOD, & CERTIFICATION REQUIREMENTS.

SECTION 8.1. POLICE SERGEANT CLASSIFICATION.

Sergeants who are on Special Assignments (Recruitment, Special Events, Training, Investigations, and any other special assignment the University may designate) will receive an additional \$3.00/hour while on Special Assignment. The \$3.00/hour special assignment rate will be in addition to the Sergeant base hourly wage rate.

- A. SPECIAL ASSIGNMENTS. Sergeants interested in working special assignments will submit a letter of interest in accordance with the Departmental job advancement procedure. Special Assignments include, but are not limited to, Recruitment, Special Events, Training, Investigations, and any other special assignment the University may designate.
1. Sergeants will be selected for special assignment(s) at the discretion of the University.
 2. The University, in its discretion, will determine when there is a need to assign a Police Sergeant to a special assignment. When making the assignment, the University will consider Police Sergeants who have filed a letter of interest within the last 6 months and will inform the selected Sergeant of the assignment's approximate duration.

SECTION 8.2. NEW JOB CLASSIFICATION(S).

If the University establishes a new Police Sergeant classification, it will set an initial pay rate for the job and will notify the Union of the new classification and pay rate. If the Union challenges the pay rate for the new classification, it will negotiate the pay rate with the University.

ARTICLE 9 LAYOFF

SECTION 9.1. EFFECTUATING REDUCTION IN FORCE.

- A. If the University in its discretion determines that a layoff of one or more Sergeants is necessary, then the University will consider Sergeants' ability, skill, corrective action record, performance record, training record, qualifications, and/or seniority to satisfactorily perform the work when deciding which Sergeant(s) to lay off.
- B. Where two or more Sergeants have equal ability, skill, corrective action record, performance record and equal qualifications to satisfactorily perform a particular job, the Sergeant with the least seniority will be laid off.
- C. Sergeants in layoff status will be placed on a Recall List for two (2) years from the date of layoff. When vacant positions are available for filling, laid-off Sergeants will be recalled to active status in order of seniority, with the most senior Sergeant recalled first. In the event a laid off Sergeant refuses the University's recall to work, the Sergeant will be dropped from the Recall List, and the position may be otherwise filled at the University's discretion.

During the term of this Agreement, if the University exercises its discretion to lay off a full-time Sergeant, then the employee will be afforded the same standard benefits that are then offered to laid off employees outside the bargaining unit..

ARTICLE 10 HOURS OF WORK

SECTION 10.1. PURPOSE.

This Article is intended only to provide a basis for calculating straight-time, overtime and premium payments. There shall be no pyramiding of overtime or premium payments, nor shall same be paid under more than one (1) provision of this Agreement for the same hours worked.

SECTION 10.2. WORKWEEK.

The workweek for payroll purposes is a period consisting of seven (7) consecutive days, commencing at 0001 Sunday and end at 2400 the following Saturday.

SECTION 10.3. WORK PERIOD / SCHEDULE, AND WORK DAY

- A. The Work Schedule is the normal hours of work for Sergeants within a two (2)-week period. Sergeants will be scheduled in accordance with the needs of the University, subject to the provisions of this Article.
- B. Full -time work schedules include:
 - 1. Twelve (12) hours per day, including a meal period and breaks, on seven separate days within a two (2) week period, for a total of eighty four (84) hours;
 - 2. Ten (10) hours per day, including a meal period and breaks, on eight (8) separate days within a two (2) week period, for a total of eighty (80) hours; and
 - 3. Eight (8) hours per day, including a meal period and breaks, on ten (10) separate days within a two (2) week period, for a total of eighty (80) hours.
- C. In the event the University decides to eliminate 12 hour work schedules, the University will provide the Union a minimum of 120 days advance notice and, if the Union requests, will negotiate over the effects on wages and benefits of the elimination of 12 hour work schedules.

SECTION 10.4. POSTING OF SCHEDULES AND INDIVIDUAL SERGEANT ASSIGNMENTS

- A. ANNUAL SQUADRON WORK SCHEDULES
 - 1. Annual squadron schedules shall be accessible to all Patrol Sergeants, posted on a bulletin board or electronically. The annual schedule shall be posted by no later than June 1 of the preceding year.
 - 2. SQUADRON ASSIGNMENTS. The University will determine the number of Patrol Sergeants per squadron. Sergeants shall be assigned to squadrons based on seniority.
 - a. By no later than May 1 of each year, Sergeants will submit a bid on a form provided by the

University indicating their first, second and third preference for the squad they desire to work. The form will be made available to Sergeants by no later than April 1 of each year.

- b. The University will post the squadron assignments by no later than June 1 of each year, with all assignments effective the first pay period in July.
 - c. Sergeants will remain on the squad for one year. When a vacancy is created, it will be filled by the University until the bidding process for the following year is conducted.
- B. INDIVIDUAL SERGEANT WORK ASSIGNMENTS shall be posted at least two (2) weeks in advance of the beginning of the schedule.
- C. POLICE SERGEANT RESPONSIBILITY. Each Police Sergeant is responsible for ensuring that s/he knows when s/he is scheduled to work. Each Sergeant must stay in contact with the University Police Department's Supervisor and/or Command Staff member and be available when called upon..
- D. MUTUAL ASSIGNMENT CHANGES. Following approval of the supervisor, full-time Police Sergeants may mutually agree to swap watch assignments during a two (2)-week pay period. The Sergeants involved must promptly notify their Supervisor of the change.

SECTION 10.5. OVERTIME DEFINITION AND PAYMENTS.

Overtime is defined as time worked in excess of forty (40) hours in a workweek or in excess of their daily full-time work schedule, as defined in §10.3.B.

- A. The University will pay Police Sergeants time and one-half (1 ½) of their straight-time hourly rate for overtime worked. To receive overtime pay, Sergeants must meet the overtime eligibility requirements as set forth in §10.5.
- B. In the event Sergeants work overtime outside of their normal scheduled work hours at a special event paid for by another University of Chicago entity (i.e., special event overtime), Sergeants will be paid time and one-half (1 ½) their regular straight time rate of pay for all hours worked, or three (3) hours pay at time and one-half (1 ½), whichever is greater.

SECTION 10.6. OVERTIME SCHEDULING.

- A. When the need for overtime assignments occurs, the University will call for volunteers as soon as practicable after the need for overtime is known by posting a notice and by sending an electronic communication to all Sergeants after notification to the Police Officers.
- B. Overtime will be assigned to the first Sergeant(s) having the necessary skills who respond(s) to the call for overtime volunteers.
 - 1. In the event a Sergeant volunteering for overtime has already worked two overtime assignments in the pay period, the University will give the assignment to the next Sergeant volunteering, unless the need to fill the overtime assignment is immediate, or the need cannot be met with volunteers.

2. In the event overtime needs cannot be met with volunteers, the University will assign overtime to the least senior available Sergeant having the necessary skills. The process will be executed on a rotating basis, from the least senior to the most senior Sergeant.
 3. Sergeants are allowed to sign up for special event details and supplementary patrols as they become available to officers. Sergeants will only be selected in the event there are no officers volunteering within 24 hours of the assignment.
- C. To the extent practical, the University will equalize overtime opportunities among Sergeant working the same squad assignments.

SECTION 10.7. CALL BACK PAY

- A. Sergeants who are required to return to work due to a failure to perform a portion of their duties are not eligible for call-back pay.
- B. A Sergeant, except a Sergeant covered by §10.7.A., who the University calls back to work within four (4) hours after s/he has completed their assigned watch and has departed the University, will be paid their appropriate rate of pay for a minimum of four (4) hours at time and one-half (1 ½) or for the actual hours worked at time and one-half (1 ½), whichever is greater.

SECTION 10.8. PAYMENT FOR COURT TIME.

A minimum of three (3) hours at time and one-half (1 ½) will be paid to Police Sergeants who are required to make court appearances outside of their regular work hours. Sergeants who are scheduled off for vacation are not expected to make a court appearance and will not be paid. In the event of an approved vacation, the Sergeant will need to work with the court to be excused. However, Sergeants who have been mandated to appear will be paid for such court time.

ARTICLE 11 GRIEVANCE PROCEDURE

SECTION 11.1. GRIEVANCE DEFINED.

A grievance is defined as a written claim by a Sergeant, a group of Sergeants, or by the Union against the University alleging a misapplication of a specific provision(s) of this Agreement during the term of the Agreement. An aggrieved Sergeant and/or the Union representative may choose to attempt to resolve a disagreement or issue through discussion with the Supervisor or Command Staff member prior to filing a grievance. However, such discussions shall not extend the deadline for filing a written grievance.

- A. Any resolution or settlement reached prior to filing a written grievance will be without precedent. If no resolution occurs at this informal step described above, and the Sergeant wants to file a written grievance, the Sergeant will follow the procedures below.

SECTION 11.2. GRIEVANCE REQUIREMENTS.

Grievances will be processed in accordance with the procedure specified here.

- A. Grievance Submissions, Discussions, and Time Limits.

1. All grievances shall be filed in writing on a form mutually agreed upon by the parties. All grievances will contain a clear statement of the issue, the specific provision(s) of the Agreement violated, the name(s) of the Sergeant(s) affected, the date of the alleged action, and the specific relief sought. A grievance not filed in accordance with the requirements listed above will be considered waived and ineligible for further processing.
 2. All grievances must be submitted to the University representative designated in each step of the procedure.
- B. Grievance Discussions. Discussions at all steps of this process will take place at a place and time mutually agreed upon by the Union and the University.
- C. Time Limits.
1. A grievance must be filed and appealed within the time limits set forth below, unless extended by written agreement of the parties prior to date on which a deadline occurs, or the grievance will be considered waived or settled on the basis of the last position taken by the University. In the event that the University does not answer a grievance within the time limits specified in the grievance procedure, the grievance will be considered denied by the University, and the Union and/or Sergeant may appeal the denial within the time limits outlined below. In this Article, the term “day” references business days.

SECTION 11.3. GRIEVANCE PROCEDURE.

Grievances will be handled in the following manner:

- A. Step 1.
1. A grievance must be filed within seven (7) calendar days after the occurrence of the event giving rise to the grievance. Such grievance will be filed with the University’s Police Department Chief or the Chief’s designee. If not filed within seven (7) calendar days, the grievance will be deemed waived.
 2. Within ten (10) calendar days after the filing of the grievance, the Chief or designee, the Union representative and the aggrieved Sergeant shall meet to attempt to resolve the matter.
 3. The Chief or designee will provide a written answer to the Union within ten (10) calendar days of the Step 1 meeting.
- B. Step 2.
1. If the grievance is not settled during Step 1, the Union may appeal the grievance to the University’s Assistant Vice President, Human Resources or the Assistant Vice President’s designee within ten (10) calendar days after the Step 1 answer was provided.
 2. The Union shall set forth in writing the factual or other reason(s) for the appeal.
 3. Within ten (10) calendar days after receiving the Step 2 appeal, the University’s Assistant Vice President, Human Resources or the Assistant Vice President’s designee will meet with the Union’s Staff Representative and the aggrieved Sergeant to discuss and attempt to resolve the grievance.
 4. The University’s Assistant Vice President, Human Resources or the Assistant Vice President’s designee will provide a written response within ten (10) calendar days after the Step 2 meeting.
- C. Step 3: Arbitration. If the grievance is not resolved at Step 2, the Union may appeal the grievance to arbitration

by giving the Assistant Vice President, Human Resources or the Assistant Vice President's designee written notice within ten

(10) calendar days of the Step 2 written response. This notice will contain the factual or other reason(s) for the appeal to arbitration. If the grievance is not submitted to arbitration within the (10) calendar days, the grievance will be considered waived.

1. After the Union appeals the grievance to arbitration, the Union and the University will attempt to select an arbitrator. If the parties are unable to agree on an arbitrator within ten (10) calendar days after the Union has given written notice as described above, the parties will request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) arbitrators, who are members of the National Academy of Arbitrators and who are from the Chicago metropolitan area. The parties will begin the selection procedure within ten (10) calendar days after the receipt of the panel from FMCS. The party requesting the arbitration will strike the first name from the list and the parties will strike names alternatively after that. The person whose name remains will be the arbitrator. Either party, before striking any names, will have the right to reject one (1) panel of arbitrators. The arbitrator will be notified of their selection by a joint letter from the University and the Union requesting that the arbitrator set a time and place for the hearing, subject to availability of the University and Union representatives.
2. Not more than one (1) grievance may be submitted to or be under review by any one arbitrator at any one time unless the parties agree otherwise.
3. The arbitrator's decision will be final and binding on the University, the Union and the aggrieved Sergeant(s). The arbitrator may consider and decide only the particular grievance presented at Step 1 of the grievance procedure and the arbitrator's decision will be based only on an application or interpretation of the provisions of this Agreement. The arbitrator will have no authority to alter, modify, amend, add to or subtract from the provisions of this Agreement.
4. The fee and expenses of the arbitrator and court reporter will be divided equally between the parties. The parties will bear their own expenses in preparing for and presenting their positions to the arbitrator. The parties may mutually agree to have the arbitration hearing recorded by a court reporter, with each party paying half of the court reporter's fees. If the parties engage a court reporter, they will each pay half of the cost of the original transcript for the arbitrator. Each party may then choose to order a copy at its own expense.
5. In no event will an award be retroactive beyond thirty (30) calendar days prior to the date the grievance was first presented in writing.

SECTION 11.4. DISCIPLINARY GRIEVANCES.

- A. Any disciplinary action against any non-probationary Sergeant will be subject to the grievance procedure, including arbitration. Sergeants suspended or discharged must file a grievance within three (3) calendar days after the notice of discharge or suspension, or the grievance will be deemed waived. The grievance will be initiated at Step 2 of the grievance procedure.
- B. If back pay is ordered, interim earnings will be set off against the total amount of back pay due.

Interim earnings will include unemployment compensation benefits and any other monies received during the period covered by the claim; provided, however, those earnings that would have been received, had active employment at the University been continuous, will be set off against any back pay ordered. In the case of a

discharge, the Sergeant has the duty to take all reasonable steps to mitigate the amount of the Sergeant's back pay.

SECTION 11.5. UNION RESPONSIBILITY.

The Union may process, adjust or settle any grievance at any step of the grievance procedure.

ARTICLE 12 WAGES

SECTION 12.1. JOB CLASSIFICATION SCHEDULE AND MINIMUM RATES OF PAY.

The job classifications and the minimum hourly rates of pay for each classification throughout the length of this Agreement are listed in Appendix A.

SECTION 12.2. GENERAL INCREASES.

- A. Effective the first day of the first full pay period in July 2023 all Sergeants will receive a 3.5% increase to their regular hourly rate of pay.
- B. Effective the first full pay period in July 2024 all Sergeants will receive a 3% increase to their regular hourly rate of pay.
- C. Effective the first full pay period in July 2025 all Sergeants will receive a 3% increase to their regular hourly rate of pay.

SECTION 12.3. SHIFT DIFFERENTIAL.

Beginning in the first full pay period in July 2023, full-time Sergeants whose regular duty shift begins between 4 p.m. and 5 a.m. will receive a shift differential of one dollar and seventy five cents (\$1.75) per hour.

SECTION 12.4. PAY PERIOD.

All Police Sergeants covered by this Agreement shall be paid in full, biweekly, on regular paydays. Police Sergeants shall be paid not later than ten (10) days after completion of the biweekly period

SECTION 12.5. NEW JOB CLASSIFICATION(S).

If the University establishes a new classification in the bargaining unit, it will set an initial pay rate for the job and will notify the Union of the new job and pay rate. If the Union challenges the pay rate for the new job, it will negotiate the pay rate with the University.

SECTION 12.6. BONUS.

The University, in its discretion, may institute a program to award bonuses to Sergeants who have demonstrated outstanding performance during a period of time. Prior to instituting a bonus program, the University will notify the Union of the bonus program in a timely manner and the criteria which the University will use to award a bonus. If the University awards bonuses to bargaining unit Sergeants in the future, the University will notify the Union of the name of the Sergeant(s) and the amount(s) of the bonus(s) awarded.

ARTICLE 13 HOLIDAYS

SECTION 13.1. Authorized UNIVERSITY HOLIDAYS.

- A. Sergeants will be entitled to the same University Authorized Holidays as non-bargaining unit personnel, which the University may change from time to time.

SECTION 13.2. COMPENSATION FOR HOLIDAYS

A. Holidays Not Worked.

1. Pay for holidays not worked (Holiday Pay) does not count in the calculation for overtime.
2. For each holiday that falls on a Sergeant's scheduled day off and is not worked, the Sergeant will receive holiday pay for eight (8) hours at their regular straight time rate. The sole exception is a holiday that falls during approved vacation days of at least one week; in such instance, the Sergeant will receive twelve (12) hours of holiday pay.
3. When a Sergeant's scheduled workday begins on a holiday and the Department authorizes her/him to voluntarily recognize the holiday as a day off, the Sergeant will receive holiday pay for the day. If the Sergeant's regular shift exceeds eight (8) hours, the Sergeant will receive a Holiday Supplement at their straight time rate for the difference between the holiday pay and the additional hours in their shift.
4. A Sergeant who is scheduled to work on a holiday and who fails to report and work as scheduled will receive no holiday pay.
- 5.

B. Holidays Worked.

1. When a Sergeant's work schedule begins on a Holiday, the Sergeant will receive time and one half times ($1 \frac{1}{2} \times$) their regular rate of pay for all hours worked. Sergeants whose work schedule begins on a day other than the Holiday shall receive straight time pay for all hours worked on the Holiday.
2. In addition to the pay received for hours worked, the Sergeant shall receive eight (8) hours of holiday pay at their straight time rate.

SECTION 13.3. ELIGIBILITY REQUIREMENTS.

To be eligible for holiday pay, a Police Sergeant must

- A. be in active status (not be on a Layoff, Leave of Absence, on Short Term Disability, Long Term Disability, or Workers Compensation status -- with the sole exception of Line of Duty Workers Compensation status)
- B. be benefits-eligible;

- C. have been in pay status the last scheduled working day before and the first scheduled working day after the holiday;
- D. if laid off during the week in which a holiday falls, work any scheduled workday during the workweek in which the holiday falls.

SECTION 13.4.HOLIDAYS DURING VACATION.

If a holiday falls during a Sergeant's vacation, the Sergeant will receive holiday pay, provided they work their complete scheduled workdays before and after their vacation.

ARTICLE 14 PERSONAL HOLIDAYS

SECTION 14.1. PERSONAL HOLIDAYS.

Full-time benefits-eligible Sergeants are entitled to Personal Holidays in accordance with University Policy 511 – Personal Holidays. Sergeants in active status shall accrue two (2) Personal Holidays on January 1, and one (1) Personal Holiday on April 1, July 1, and September 1 of each calendar year. Sergeants in inactive status (Layoff, Leave of Absence, on Short Term Disability, Long Term Disability, or Workers Compensation status -- with the sole exception of Line of Duty Workers Compensation status;) on any of the foregoing dates will not accrue the personal holiday for that date.

- A. Personal holidays must be used within the same calendar year in which they are accrued and cannot be carried over into the next calendar year. Personal holidays are subject to the same scheduling terms and procedures as apply to vacation leave. Sergeants who have accrued personal holidays during their probationary period will not be eligible to use the days unless they have completed their probationary period.
- B. Eligible Sergeants will be entitled to payment in lieu of a day off only if the department is unable to schedule time off before the year's end and the Sergeant's request was made in accordance with departmental procedures for requesting time off. Personal holiday hours paid are not computed as hours worked in determining overtime for the workweek.
- C. Upon termination of employment, eligible Sergeants will be paid for earned but unused personal holidays accrued..

ARTICLE 15 VACATION

SECTION 15.1.VACATION ACCRUALS.

- A. Full-time benefits-eligible Sergeants are entitled to vacation time in accordance with University Policy 209 – Vacation. Full-time Sergeants in active status (not on Layoff, Leave of Absence, on Short Term Disability, Long Term Disability, or Workers Compensation status --

with the sole exception of Line of Duty Workers Compensation status) who work at least fifty percent (50%) of the scheduled hours in the month accrue vacation credit in accordance with the amounts listed below.

1. For purposes of this calculation, vacation, holidays, bereavement leave, and jury duty will be considered days worked.

TOTAL YEARS OF SERVICE WITH THE UNIVERSITY	AMOUNT OF VACATION
0-8	10 Hours / month
9-20	13 Hours and 20 minutes / month
21 and above	16 Hours and 40 minutes / month ²

- B. Carry Over of Vacation. Sergeants may carry over earned but unused vacation from one year to the next, however, the maximum any Sergeant may accrue is one and one-half times (1.5x) their annual accrual. When a Sergeant's accrual meets the maximum accrual rate, the Sergeant will cease accruing vacation time until the Sergeant's accrual rate falls below the accrual maximum.

SECTION 15.2. VACATION ELIGIBILITY.

Newly hired Sergeants to the University are eligible to use accumulated vacation after completion of three (3) calendar months of full-time work. Any form of paid or unpaid leave (including sick time, vacation time, bereavement leave and jury duty, and workers compensation), is not considered time worked for the purpose of establishing eligibility to begin using vacation time. Vacation time must be approved in advance.

SECTION 15.3. VACATION SCHEDULING.

- A. The University will approve vacation requests in accordance with operational needs, and will not unreasonably deny requests made in accordance with §15.3.B.1, below.
 1. The University may designate periods during the year when no Police Sergeant may be on vacation and may also designate the number of Police Sergeants in each classification who may be on vacation at the same time.

² Sergeants who have twenty one (21) years' service with the College as of January 1, 2013, will retain the accrual rate of 204 hours/year.

2. Vacation approvals will be made on a first-come, first-serve basis. However, in the event a Sergeant received a premium day off in the preceding year, their request need not receive priority consideration.
- B. Sergeants may not use vacation time before it is accrued.
1. Sergeants may request the use of accrued vacation time between one hundred and eighty (180) and fifteen (15) calendar days in advance of the date(s) on which the Sergeant intends to use the vacation. However, a Sergeant may, 365 days in advance, submit one (1) vacation request in each calendar year. In the event two (2) or more Sergeants on the same squad submit, on the same day, a request for vacation to be taken on the same day(s), the Sergeant with the greater seniority will be given preference.
 2. No Sergeant may take, at any one time, more vacation time off than they annually accrue, even if the total number of accrued hours exceeds this amount.
 3. Once a Sergeant has requested and been approved for vacation, the Sergeant may change the requested vacation dates with the University's approval.
 4. Requests for vacation time off not meeting the notice requirements in §15.3.B.1, must be made directly with the Sergeant's supervisor.

SECTION 15.4. NO EXTENSION OF VACATION.

No Sergeant will extend their vacation beyond their scheduled time, unless granted approval for the additional time by the University. Violation of this rule may result in termination of employment.

SECTION 15.5. VACATION PAY.

- A. Full-time Sergeants will receive vacation pay equivalent to the number of hours in the workday(s) that the Sergeant took as vacation, at their regular base rate of pay, including shift differential. Bonuses or other variable pay are not included in the calculation of vacation pay.
- B. If an authorized University holiday falls within an eligible Sergeant's vacation period, the day shall be counted as a holiday rather than a vacation day.

SECTION 15.6. VACATION ON TERMINATION.

Eligible Sergeants who have completed three (3) calendar months of full-time work will be paid for any accrued and unused vacation upon termination of employment.

SECTION 15.7. RESCHEDULING/CANCELING VACATION.

The University may, in emergencies, order a Sergeant to give up all or any part of vacation, but if it does so the University will pay the Sergeant the vacation allowance in addition to the standard compensation earned by working during the missed vacation period or may reschedule the vacation by mutual agreement of the University and the Sergeant.

ARTICLE 16 BEREAVEMENT LEAVE

SECTION 16.1. GENERAL PROVISIONS.

- A. Full-time benefits-eligible Sergeants are entitled to bereavement leave in accordance to the University Policy 506 - Bereavement Leave , which may change from time to time. Bereavement leave will be paid only for those days that fall on the Sergeant's regularly scheduled workdays. Bereavement leave for non-benefits eligible Sergeants is unpaid; however, such Sergeants may (but are not required to) use accrued sick leave during a bereavement leave. The University reserves the right to request verification of relationship, death, attendance at funeral services, and distance traveled to the funeral service before paying benefits under this Article.
- B. The supervisor will give consideration to requests for the use of accrued sick and/or vacation time in order to take additional time off beyond the bereavement leave allowed under University policies.

ARTICLE 17 LEAVES OF ABSENCE

SECTION 17.1. PERSONAL LEAVE OF ABSENCE.

- 1. The University in its sole discretion may allow an employee to receive a leave of absence without pay under such terms and conditions as established by the University, in accordance with University Policy 508 – Personal Leave of Absence. Full-time Sergeants on an approved leave of absence without pay will not earn or accrue leave time and benefits, nor will such unpaid leave be considered for seniority accumulation purposes.
- 2. The University will provide Family Medical Leave (FMLA leave) as required by law. The University may adopt, alter, and enforce lawful policies to implement the FMLA.

SECTION 17.2. MILITARY LEAVE

Military leave will be granted in accordance with applicable State and Federal Laws.

ARTICLE 18 SICK LEAVE WITH PAY

SECTION 18.1. ANNUAL SICK LEAVE ACCRUALS.

- A. Full-time Sergeants begin accruing sick leave as of their most recent date of benefits-eligible hire date. Newly hired Sergeants to the University will be entitled to use accrued sick leave for their own illness after completion of three (3) months of service.
- B. Full-time Sergeants will accrue paid sick time at the rate of eighty-four (84) hours per year.
- C. Sick leave will be credited monthly at the rate of one-twelfth (1/12) of the total annual hours of sick leave due the Sergeant for each completed month of employment. No sick leave accrues for any month during which the Sergeant is absent for more than one-half (1/2) of their standard working hours except where the absence is due to vacation, personal holidays, bereavement leave, jury duty, sick leave or Line of Duty Workers Compensation status.

SECTION 18.2. SICK LEAVE USE WHILE RECEIVING WORKERS COMPENSATION.

As provided in §18.1B., while sick leave does not accrue during any absence brought about because of occupational injury or occupational illness, a Sergeant shall not have sick leave automatically deducted while Sergeant remains eligible for temporary disability benefits under the State of Illinois Worker's Compensation Act or the Occupational Disease Act. However, Sergeants receiving Workers Compensation, but not receiving "line of duty pay" in accordance with §19.2.B., may elect to use accrued sick leave to supplement the difference between Workers Compensation benefits and the Sergeant's regular salary.

SECTION 18.3. PAID SICK LEAVE USE.

- A. Sergeants may use their sick leave allowances for absences due to the Sergeant's own illness or injury, or for receiving medical care, treatment, diagnosis, or preventive medical care and for absences due to an illness, injury, or medical appointment of the Sergeant's child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent or stepparent. The right is reserved by the University to require a Sergeant who has been absent for more than three (3) consecutive workdays, or who is suspected of abuse of sick leave at any time, to provide certification that the use of sick leave was permissible under this section. Failure to submit documentation when requested may disqualify the Sergeant from sick leave allowance and may result in corrective action. Eligible Sergeants who have been granted time off under the Family and Medical Leave Act (FMLA) can use sick leave allowances to receive pay.
- B. Eligible Sergeants will have sick leave accruals deducted as used, on an hour-for-hour basis, in increments of at least thirty (30) minutes. When sick leave is used, it will be paid at the eligible Sergeant's regular base rate of pay. Forms of variable pay (e.g., shift differential) are

not used when calculating sick leave pay.

- C. Hours compensated as sick leave will not count as hours worked in the computation of overtime.

SECTION 18.4. USE OF VACATION OR PERSONAL HOLIDAYS FOR ILLNESSES.

Sergeants who have exhausted sick leave but who are eligible to use accrued vacation or personal holidays, may substitute vacation time or personal holiday time for sick leave, provided the Sergeant receives advance approval from their supervisor.

SECTION 18.6. SICK LEAVE PAY OUT ON RETIREMENT.

Any Sergeant who qualifies by age and service for retirement under the Employee Retirement Income Plan and who elects to retire from the University or who has at least twenty (20) years of continuous active service (seniority) and who voluntarily retires from their employment will at that time become eligible for either a lump sum payment or health care benefits, provided the Sergeant has a balance of accrued sick leave hours as provided in §18.6.A., or §18.6.B. The Sergeant must select one of the two (2) alternatives and is not permitted to combine the options.

A. Lump Sum Payment.

1. An eligible Sergeant will receive a lump-sum amount, determined by multiplying thirty percent (30%) of up to a maximum of twelve hundred (1200) hours of unused accrued sick leave at that time, by the Sergeant's basic straight-time hourly rate; such payment shall not exceed three hundred sixty (360) hours of pay.
2. This lump-sum amount will be paid as terminal compensation, in addition to hours worked and any unused personal holiday time and accrued vacation time as provided under this Agreement. In the event the Sergeant dies during active employment, the payout and the compensation listed in this Section shall be made to the Sergeant's designated beneficiary.
3. Sergeants who terminate their employment from the University for reasons other than retirement shall not receive any payout of unused sick leave accruals.

ARTICLE 19 WORK INCURRED INJURY LEAVE

SECTION 19.1. GENERAL PROVISIONS.

- A. Absences resulting from work-related accidents or illnesses and compensated under Workers' Compensation or Occupational Diseases Acts of the State of Illinois will not be involuntarily charged against the Sergeant's accrued sick leave.

- B. Sergeants in Workers' Compensation status are ineligible to accrue sick leave, vacation leave, personal holidays, or seniority, or to receive University holiday pay, with the sole exception of Sergeants in Line of Duty Workers Compensation status.
- C. A Sergeant shall notify their supervisor of a work-related accident and submit a written statement in compliance with the Police Department policy of the injury or illness as soon as possible after the incident occurs. The Sergeant shall also complete the University Forms required to process Workers Compensation Claims.

SECTION 19.2. PAYMENTS.

- A. Workers Compensation Payments. Payment is sixty-six and two thirds percent (66 2/3 %) of the Sergeant's average weekly wage, or as established by the State of Illinois Workers' Compensation Commission, up to a maximum set by the Commission. Workers' Compensation payments begin on the fourth day of lost time, unless lost time is fourteen (14) days or more, at which time the first three (3) days will be compensated as Workers' Compensation retroactively. A Sergeant may choose to use accrued sick, vacation or personal holiday time to remain in pay status for the first three (3) days, or to supplement Workers' Compensation Payments.
- B. Line of Duty Pay. When the University determines that a full-time Sergeant has been injured while carrying out her/his duties of investigating and/or apprehending a suspect(s) and is temporarily disabled and unable to work, the Sergeant will receive the difference between her/his regular weekly pay and the Worker's Compensation weekly indemnity s/he receives for up to a maximum of fifty-two (52) weeks. If a full-time Sergeant is otherwise injured while on duty (e.g., walking to her/his patrol car, coming and/or going to work or lunch or a meeting while on the University's time, etc.), s/he will not be eligible for line of duty pay.
- C. Medical and Rehabilitation Expenses. Related medical and rehabilitation expenses including medications, therapy, supportive devices, and doctors' appointments will be paid in accordance with the terms of the University of Chicago Workers' Compensation practices and procedures.

SECTION 19.3. RETURN TO WORK.

Prior to returning to work, a Sergeant will provide a written release demonstrating their ability to return to work from their Physician.

Such release will be based on the Sergeant's current job description and will be provided to the physician by the University. The written release must describe whether accommodation, if any, is required. The University may require a Sergeant to have a second medical examination prior to their return from Workers Compensation leave or their application for Short-Term Disability, to be

conducted by a health care provider selected by the University. The University will bear the cost if it requires a second examination.

- A. The University may fill the Sergeant's position after the Sergeant has been inactive for thirteen (13) weeks.
- B. In the event a Sergeant is able to return to work within eighteen (18) months after the start of their Disability and has provided notice of their ability to return in advance of the conclusion of the 18th months, the University will place the Sergeant in the first Police Sergeant position that the University designates as available for posting/filling after the Sergeant receives their release, provided the Sergeant can demonstrate that they are able to return to work without accommodation and possesses the requisite qualifications for the position. The parties recognize that placement may occur after the conclusion of the eighteen (18) months. In the event two (2) Sergeants are released for return from Workers Compensation, the Sergeant who was injured in the Line of Duty shall be placed first. In the event two (2) Sergeants are released for return from Workers Compensation and both were injured in the Line of Duty, the Sergeant with the most seniority will be placed first.

SECTION 19.4. MODIFIED DUTY.

- A. Subject to operational considerations including budgetary constraints, the University may modify a Sergeant's duty assignments. Such modifications may be hourly, weekly, or monthly in duration, and are at the sole non-grievable discretion of the University.
- B. Each modified duty assignment is made on a case-by-case basis, and assignments shall not set a precedent for other circumstances.
- C. Ordinarily, temporarily modified duty assignments will not exceed a ninety (90) day duration. The Police Chief or their designee may grant an extension after consideration on a case-by-case basis.
- D. A Sergeant's refusal to accept a modified assignment may be construed as a refusal of work, after which the University may post their position.
- E. Sergeants in Workers' Compensation status on the date this Agreement is ratified, must provide the University with notice of their ability to return to work within twenty-four (24) months of the start of the Workers' Compensation disability for the terms of §19.3.B to apply.

ARTICLE 20 DISABILITY

SECTION 20.1. GENERAL PROVISIONS.

- A. The University provides Short-Term Disability (STD) coverage for all benefits-eligible Sergeants

who have completed their IEP, and who are unable to work due to a non-work-related illness or injury. In addition, a Sergeant who remains unable to return to work after the STD expires may apply for Long Term Disability.

- B. The University provides the same Short Term Disability benefits for Sergeants as it does for other non-exempt employees of the University. In the event the University changes these benefits, the University will give Sergeants and the Union notice of changes in the benefits.
- C. Sergeants in Short-Term and Long-Term Disability status are ineligible to accrue sick leave, vacation leave, personal holidays, or seniority, or to receive University holiday pay.

SECTION 20.2. SHORT TERM DISABILITY PROVISIONS.

- A. Any eligible Sergeant who is absent from work because of a medically substantiated non-work-connected accident or illness will be entitled to benefit payments beginning the fifteenth (15th) day of such absence or after the Sergeant exhausts their accrued sick leave, whichever is longer, through the thirteenth week of disability. In other words, the Sergeant is eligible for a total of eleven (11) weeks of STD pay for a total absence of not more than thirteen (13) weeks.
- B. The Short-Term Disability benefit payment will be sixty percent (60%) of basic straight-time hourly earnings.
- C. In the event a Sergeant is unable to return to work after a Short-Term Disability expires, the Sergeant may apply for Long-Term Disability or for a Leave of Absence.
- D. Prior to returning to work, a Sergeant shall provide a written release to return to work from their Physician. Such release shall be based on the Sergeant's job description, and must describe whether accommodation, if any, is required. The University may require any Sergeant to have a second medical examination prior to their return from Workers Compensation leave, or applying for STD, to be conducted by a health care provider selected by the University. The University will bear the cost of such examination.
- E. The University will hold the Sergeant's position for a period of up to thirteen (13) consecutive weeks, while the Sergeant is on STD. After the thirteenth (13th) week, the University may fill the Sergeant's position.
- F. In the event a Sergeant is released to return to work within twelve (12) months after the start of their Disability, the University will place the Sergeant in the first available position designated as available for posting/filling after the Sergeant receives their release, provided the Sergeant can demonstrate that they meet all hiring requirements for the position. In the event two (2) Sergeants are released for return from Disability and/or Workers

Compensation, the Sergeant who was injured in the Line of Duty shall be placed first.

ARTICLE 21 RETIREMENT PLAN

SECTION 21.1. GENERAL.

The University may change the retirement plan at any time so long as the changes are the same as for other non-exempt employees of the University who participate in the plan. The plan documents will govern all retirement plan benefits, procedures and administration. Any dispute concerning the University's retirement plan must be processed according to the dispute resolution procedure set forth in the University's retirement plan and will not be subject to the grievance/arbitration procedure of this Agreement.

SECTION 21.2. RETIREMENT PLAN PARTICIPATION.

Enrollment in the University's Retirement Income Plan for Employees (ERIP) is mandatory for Sergeants who are twenty-one (21) years old or older, and who work at least 1,000 hours annually. Sergeants earn benefits under ERIP beginning on their one-year anniversary of employment.

ERIP is a 403(b) defined contribution plan that provides benefits through retirement savings accounts. Under ERIP, Sergeants establish an account into which both the Sergeant and the University contribute a percentage of their pay each pay period. The University contributes 4% of a Sergeant's compensation and Sergeants contribute a mandatory 3% by payroll deduction. Sergeants have the option to voluntarily contribute up to an additional 2% which will be matched up to 4% by the University. Refer to Appendix E for the ERIP Summary Plan Description.

Any questions or disputes concerning the retirement plan, or benefits offered under the plan, must be resolved in accordance with the dispute resolution procedures contained in the plan document(s). Such questions or disputes will not be subject to this Agreement's grievance-arbitration procedure.

ARTICLE 22 GROUP HEALTH INSURANCE

Full-time Sergeants are eligible for the same group health insurance that is offered to non-bargaining University personnel. All insurance benefits, procedures and administration will be governed by the plan documents of the respective plans. The University will have the right to amend, change or discontinue its plans or add new plans at any time so long as the amendments, changes, discontinuances or new plans apply equally to all other non-exempt Officers of the University who participate in the respective plans. Any dispute over any of the group health plans will be processed only pursuant to the dispute resolution procedure of the respective plans and will not be subject to the grievance/arbitration procedure of this Agreement.

ARTICLE 23 RIGHTS OF SERGEANTS UNDER INVESTIGATION / PROVIDING WITNESS TESTIMONIES

SECTION 23.1. DISCIPLINARY INVESTIGATIONS

Whenever a Sergeant covered by this Agreement is the subject of a Disciplinary Investigation as a result of a Complaint Register (CR) (other than Summary Discipline), the following procedure will be used:

- A. Other than in the initial stage of the investigation, all attempts will be made to have the questioning occur while the Sergeant is on duty in a private setting at the worksite. Such investigation shall be of reasonable length and will give consideration to the personal needs of the Sergeant being questioned, including reasonable periodic breaks.
- B. At the time the Sergeant is originally notified that they are subject to a complaint or discipline investigation, the Sergeant shall be informed of the nature of the complaint, including the alleged misconduct, the date, time, location, and the names of all complainants (when available), prior to the onset of the investigatory meeting. Anyone filing a complaint against a Sergeant must have the complaint supported by either a written or electronic statement.
- C. The Sergeant under investigation shall be informed of the identity of the person assigned to conduct the investigation and of any other relevant individuals who will/may be present during the investigation. All individuals asking questions of the Sergeant under investigation will be made known to the Sergeant in advance.
- D. No anonymous complaint made against a Sergeant shall be the subject of a Complaint Register (CR) investigation unless the allegation is a violation of the Illinois Criminal Code, or a criminal violation of a federal statute, or there is sufficient evidence (in addition to the complainant's written or electronic statement) to support the allegation.
- E. If management, based on the allegation under investigation deems it prudent to suspend the Sergeant prior to the investigatory meeting, the Sergeant will be given the appropriate disciplinary notice documents and will remain suspended until the outcome of the investigation has been determined. Under no circumstance will the suspended Sergeant be kept away from duty once it has been determined there is no basis for the complaint.
- F. The Sergeant under investigation will be provided, within three (3) administrative workdays, a copy of any statement the Sergeant made during the investigatory interview. At such time, the Sergeant under investigation will have an opportunity to review their statement(s) and will be responsible for providing their signature to said document.
- G. A Sergeant under investigation may opt to exercise their Weingarten rights by requesting union representation to be present during the investigatory interview. If requested by the Sergeant under investigation, reasonable efforts will be made to schedule the investigatory interview at a time when the union representative can be present. If it is not feasible for the

union representative to be present, the Sergeant may request that a union representative be present for further discussion before the matter is considered concluded.

SECTION 23.2. WITNESS SERGEANT'S STATEMENTS IN DISCIPLINARY INVESTIGATIONS

When a Sergeant covered by this Agreement is required to give a written statement or oral statement in the investigatory process as a witness (other than Summary Punishment), at the request of the Witness Sergeant the interview shall be conducted in the following manner:

- A. Other than in the initial stage of the investigation, all attempts will be made to have the questioning occur while the Sergeant is on duty in a private setting at the worksite.
- B. The Sergeant providing witness testimony shall be informed of the identity of the person assigned to conduct the investigation and of any other relevant individuals who will/may be present during the investigation. All individuals asking questions of the Witness Sergeant will be made known to the Witness Sergeant in advance.
- C. The Witness Sergeant will, within three (3) administrative workdays of the time the statement or response was made, be provided with a copy of any statement or response document. At such time, the Witness Sergeant will have the opportunity to review the document and will be responsible for providing their signature to said document.
- D. This Article shall not apply to questions from a supervisor in the course of performing their normal day-to-day supervisory duties or to requests to prepare detailed reports or To-From-Subject Reports.

SECTION 23.3. DISCLOSURE.

Should the investigatory meeting reveal personal information unique to the Sergeant or their family, the parties agree that the disclosure of such personal information shall not be made available for public inspection or copying.

SECTION 23.4. OBLIGATION OF ALL SERGEANTS.

Sergeants are reminded that they can be disciplined, even separated from the University for refusing to answer questions, narrowly directed, relating to their official actions or obligations which were assumed upon appointment to their respective Sergeant positions.

ARTICLE 24 MISCELLANEOUS

SECTION 24.1. OTHER AGREEMENTS.

The University shall not enter into any agreement or contract with its Police Sergeants, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement will be null and void.

SECTION 24.2.IDENTIFICATION CARDS.

The University will provide laminated official Police Department identification cards to each Police Sergeant. The University will provide a laminated Police Department Retirement Identification Card to retiring Police Sergeants who retire with at least twenty (20) years of active University employment.

SECTION 24.3. UNIFORMS.

The University will supply one set of uniforms to each Police Sergeant in accordance with the uniform requirements of the University's Police Department. Sergeants are required to maintain and clean their uniforms. Thereafter, Sergeants may purchase uniforms and duty-related equipment from a vendor or vendors designated by the University. The University will reimburse the vendor only for those items on a list provided by the University, up to a maximum reimbursement of \$1000.00 per year. Sergeants who are in the assignment of Investigator may use \$1000.00 of the annual uniform allowance to purchase plain dress clothes. Investigators will be required to submit itemized receipts for reimbursement.

SECTION 24.4. SERGEANT RESPONSIBILITY TO PROVIDE ACCURATE INFORMATION.

Each Sergeant will furnish the University with a telephone number where the Sergeant may be reached or where messages for them may be left, their current address and their current dependency status. A Sergeant's failure to furnish this information and to keep it current pursuant to the University's policies, relieves the University from all liability under this Agreement where the information is required for notice, benefit coverage, etc.

SECTION 24.5.TUITION REIMBURSEMENT PROGRAM.

Full-time Police Sergeants may continue to participate in the University's tuition reimbursement program. The University may amend or otherwise change the program at its discretion, so long as the amendments or changes apply equally to all employees who participate in the program.

Section 24.6 WELLNESS INCENTIVE

In an effort to aid Sergeants in maintaining an appropriate level of physical fitness and a healthy lifestyle, the University will offer a lump sum payment of \$550.00, less applicable payroll deductions, payable in the first full pay period in November of each calendar year, to Sergeants who participate and complete the Illinois Law Enforcement Training and Standards Board Peace Officer Wellness Evaluation Report ("POWER") test. Sergeants who complete the test, which is normally given between January 1st and October 1st, will be required to submit proof of completion no later than October 15th of each calendar year.

Sergeants' participation in the POWER test is voluntary and participation will occur during a

Sergeant's off-duty hours and without compensation. No Sergeant will suffer any adverse action or retaliation due to their test results or for choosing not to participate in the test.

ARTICLE 25 LABOR-MANAGEMENT CONFERENCES

SECTION 25.1. GENERAL.

The Union and the University agree that in the interest of efficient management and harmonious employee relations, meetings should be held between representatives of the Sergeants and the University. These meetings will be referred to as "Labor-Management" conferences.

SECTION 25.2. AGENDA.

Problems of mutual concern, including conditions tending to cause misunderstanding, will be considered and recommendations made to either the University or the Union, or both, by the persons present at any Conference. These conferences will be separate from the grievance procedure provided for in Article 11. Grievances will not be considered at labor-management conferences, nor will either party make proposals to alter the terms of this Agreement.

SECTION 25.3. PRE-MEETING PREPARATION.

At least ten (10) days prior to each labor-management conference, the University and the Union will exchange information as to the proposed subject matter to be discussed at the forthcoming meeting and the names of those attending.

SECTION 25.4. SCHEDULING OF CONFERENCES.

The parties will agree on the times, dates and places of labor- management conferences.

SECTION 25.5. MINUTES.

A representative of the University will keep minutes of each labor-management conference and distribute copies of the minutes to Committee members.

ARTICLE 26 BULLETIN BOARDS

The University will provide an adequate bulletin board to permit the Union to post notices of its meetings, Union-related social events, election notices and results and agreements between the University and the Union. The Union will send a copy of each notice to the Executive Director of the Police Department, or their designated representative, and to the Assistant Vice President, Human Resources or the Assistant Vice President's designee, before posting on the bulletin board.

ARTICLE 27 DRUG AND ALCOHOL POLICY

SECTION 27.1. GENERAL.

The University's health and future depend on safe, healthful and efficient working conditions. Alcohol and drugs pose serious potential health, safety and security risks. Additionally, in certain circumstances, their use is unlawful. In an effort to protect the University's personnel, assets and operations and to maintain safe and efficient operations, the policy outlined below will apply to all Sergeants.

SECTION 27.2. USE OF DRUGS AND ALCOHOL.

Sergeants shall not possess or use any controlled substance defined under the Illinois Controlled Substance Act at any time, whether on or off duty, unless prescribed by a physician. In addition, Sergeants shall not report to work under the influence of any substance that impairs their ability to perform the full functions of their position.

- A. **PRESCRIPTION DRUGS.** When drugs are prescribed, Sergeants are required to ask the prescribing physician or other authorized health practitioner whether the drug will impair them in the performance of their duties. If the prescription will cause impairment, the Sergeant must follow the departmental directives regarding sick leave. Sergeants taking prescribed medications may be required to provide documentation, acceptable to the University, certifying that they can continue to perform their jobs safely.
- B. **NON-PRESCRIPTION DRUGS.** Any Sergeant using legal, over-the-counter non-prescription drugs, who feels in any way impaired shall advise their supervisor of such impairment without delay and, whenever possible, prior to reporting for duty. The Department may require that the Sergeant use accrued sick leave due to the impairment.
- C. **TESTING.** The University retains the right to require drug/alcohol testing whenever it suspects a Sergeant has reported to work under the influence of drugs or alcohol.

Sergeants who are determined to be under the influence while at work may be disciplined up to and including to discharge. In addition, the University reserves the right to randomly test Sergeants for drug use.

SECTION 27.3. PROHIBITION.

Sergeants who buy, sell, use or possess alcohol or illegal drugs while working (the period from starting time to quitting time), while operating the University's vehicles, while on the University's premises or while carrying out the University's instructions will be discharged. In addition, Sergeants are prohibited from reporting to work, or working under the influence of alcohol or drugs, as defined here.

SECTION 27.4. DEFINITIONS.

- A. "Under the influence" of alcohol or drugs means, any impairment that would affect a Sergeant's ability to perform the regular duties of their job.
- B. The term "drugs" includes any and all controlled substances, such as, but not limited to, marijuana, cocaine, hallucinogens, amphetamines, barbiturates, phencyclidine (PCP), depressants, opiates, methadone, methaqualone, benzodiazepines, as well as so called "designer" drugs with similar effects. The term "drugs" also includes prescription and over-the-counter medications which are being intentionally abused, as well as inhalants such as glue and nitrous oxide.
- C. Federally-established levels will be used when screening urine specimens in the initial test to determine whether they are positive or negative for the category of drugs or classes of drugs. The following represent those levels at the time of negotiation, however, if the federal-established levels change, the University will utilize the new federally-established levels.

INITIAL TEST ANALYTE	INITIAL TEST CUTOFF CONCENTRATION (NG/ML)	CONFIRMATORY TEST ANALYTE	CONFIRMATORY TEST CUTOFF CONCENTRATION (NG/ML)
Marijuana Metabolites	50	THCA	15
Cocaine Metabolites	150	Benzoylcegoine	100
Opiate Metabolites* (Codeine/Morphine)	2000	Codeine	2000
6-Acetylmorphine	10	6-Acetylmorphine	10
Phencyclidine (PCP)	25	Phencyclidine (PCP)	25
Amphetamines AMP/MAMP	500	Amphetamines Methamphetamine	250 250
MDMA	500	MDMA MDA MDEA	250 250 250

SECTION 27.5. SELECTION OF SERGEANTS FOR DRUG AND/OR ALCOHOL TESTING.

- A. Sergeants will be required to provide breath, hair, urine or blood specimens for evidence of drug or alcohol use whenever:

1. they are suspected by a supervisor of reporting to work or working under the influence of drugs or alcohol or of using drugs or alcohol while working;
 2. they are involved in a reportable accident in which medical assistance is provided to the Sergeant or otherwise involved in the accident;
 3. they are given a physical examination;
 4. they have been rehired or have been continued in employment, as outlined in Section 2.8 below;
 5. they are under consideration for a promotion; or
 6. they are selected for a random test; or
 7. Sergeant Involved shootings.
- B. Sergeants selected for testing will immediately go for the test at the collection and testing facility selected by the University.

SECTION 27.6. TEST PROCEDURES.

Specimens will be collected at a facility designated by the University, under circumstances designed to prevent sample switching and tampering. Blood, hair and/or urine specimens will be sealed and labeled in the presence of the tested Sergeant and sent to a licensed testing laboratory designated by the University for testing. The University will notify the Union in advance of collection and testing facilities to be used. Detailed records will be kept to prevent misidentification of samples and to preserve and protect the chain of possession integrity.

- A. All positive urine screens will be confirmed through GC/MS testing (Gas Chromatograph/Mass Spectrometry) before any discipline is imposed or hiring decisions are made. Positive test thresholds have been set high enough so that persons who have not actually ingested drugs themselves should not test positive.
- B. Breath, hair and/or blood specimens will be tested using appropriate methodologies.
- C. A Sergeant who tests positive for drugs has the right, at their own expense, to have the specimen tested (using GC/MS techniques) by an independent licensed testing laboratory chosen by the Sergeant. Testing and chain of custody procedures must be similar to those of the initial testing laboratory.

Sergeants selected for post-accident or reasonable cause testing will be placed on Paid Administrative Leave pending the receipt of test results.

SECTION 27.7. VOLUNTARY TREATMENT AND COUNSELING.

- A. A Sergeant who requests treatment or a leave of absence for treatment will not be disciplined for making the request. A Sergeant may not, however, escape discipline by first requesting treatment or a leave after being selected for testing or violating the University's policies and rules. Requests for treatment will be kept confidential in accordance with federal and state law.

- B. Any Sergeant who feels he or she may have a substance abuse problem is urged to contact one of the Police Department's Chiefs or designee. A Sergeant who does this will not be disciplined or retaliated against.

The University is interested in a safe workplace, healthy and productive workforce, not in punishing Sergeants who come for help. The Sergeant must begin and complete satisfactorily an approved treatment program and the ongoing requirements of the program and consent in writing to the disclosure by the program of its recommendations, any dangers it perceives in connection with the Sergeant's continued performance of their job and whether the Sergeant is complying with and has successfully completed the program and the ongoing requirements of the program. The Sergeant will also submit to further testing as required by the University.

SECTION 27.8. CONFIDENTIALITY AND PRIVACY.

- A. The University will attempt to ensure that all aspects of the testing process are as private and confidential as reasonably practicable. Actual test results will be provided to supervisors and managers who have a need to know the information and to the person tested. Except as required by law, test results will not be disclosed to co-workers or to the Sergeant's family or uninvolved supervisors without the specific permission of the person tested.
- B. The University will, however, inform the police of the unlawful use, possession or delivery of drugs by Sergeants and will turn over any drugs confiscated to the police.

SECTION 27.9. CONSEQUENCES OF TESTING POSITIVE, REFUSING TO BE TESTED, DELAY IN BEING TESTED OR TAMPERING WITH TESTS.

- A. Sergeants who provide valid pre-dated prescriptions or other legitimate medical explanation for their test results will not be disciplined, unless abuse is shown, but they may be required to authorize disclosure of underlying medical conditions to the University's designated doctor. Furthermore, a Sergeant may be placed on a paid leave of absence if, in the judgment of management, a safety hazard exists.
- B. Sergeants who refuse to cooperate in testing, delay being tested or otherwise tamper with the testing process will be discharged. Sergeants who test positive for drugs or alcohol will be discharged.

ARTICLE 28 SEPARABILITY AND SAVINGS

If any Article or Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such a tribunal pending a final determination as to its validity, the remainder of this Agreement will in no event be affected. In the event that any Article or Section is specifically declared invalid by a tribunal of competent jurisdiction, then, on request by either the University or the Union, the parties will enter into immediate collective bargaining negotiations for the purpose of

arriving at a mutually satisfactory replacement for the invalidated Article or Section. In no event will the operation of any other Article or Section be affected during these negotiations.

ARTICLE 29. ENTIRE AGREEMENT

This Agreement, upon ratification, supersedes all past practices and agreements, whether written or oral, unless expressly stated to the contrary in this Agreement, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term. If a past practice is not explicitly included in this Agreement, it may be discontinued or modified by the University.

The parties 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. The University and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other will not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically 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.

ARTICLE 30 NONDISCRIMINATION

The University and the Union agree that both will abide by applicable federal, state, and municipal laws and statutes prohibiting discrimination against any employee on the basis of age, race, color, ancestry, national origin, sex sexual orientation, gender identity, marital status, pregnancy, religion, political affiliation, disability, military veteran status, Union membership or lack thereof, and/or activity on behalf of either the Union or the University. The parties acknowledge their commitment to maintaining a work environment free from unlawful discrimination and harassment.

ARTICLE 31 DURATION

SECTION 31.1. TERM OF THE AGREEMENT.

This Agreement shall be effective from July 1, 2023 and shall terminate on 12:00 midnight on June 30, 2026, and shall renew itself from year to year after that, unless written notice of termination or modification is given by either party, by certified mail or by personal delivery, to the other, on or before sixty (60) days prior to June 30, 2026, or the same date of any later year.

SECTION 31.2. TERM OF AGREEMENT DURING NEGOTIATIONS.

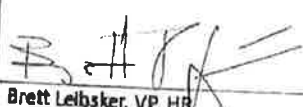
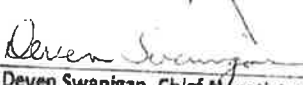
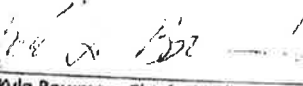
In the event the expiration date of this Agreement, or the expiration date of any later yearly period, is reached and a new Agreement has not been agreed on, this Agreement will be temporarily extended until either a new Agreement is agreed on or either of the parties serves a ten (10) day notice on the other that the negotiations have terminated. After the serving of this written notice, there will be no strike or lockout during the following period of ten (10) days, and the parties will meet within this period in order to give both parties an opportunity to reconsider their decision and attempt to arrive at a new Agreement.

Signature Page

The parties hereto have caused this Agreement to be executed by their duly authorized representatives, to effective October 10, 2023.

The University of Chicago

Illinois Council of Police

			
Brett Leisker, VP, HR	Date	Richard Bruno, President	10/30/23 Date
	10/31/23		10/30/23
Deven Swanigan, Chief Negotiator	Date	Julie Trevarthen, Attorney	Date
	10-31-23		
Kyle Bowman, Chief of Police	Date		
	10/31/23		
Eric Heath, AVP, DSS	Date		
	10/31/23		
Diane Zlarin, Executive Director, DSS	Date		
	10-31-23		
Janelle Marcellis, Deputy Chief	Date		

APPENDIX A WAGES – MINIMUM RATES

	First Full Pay Period in July 2023	First Full Pay Period in July 2024	First Full Pay Period in July 2025
Sergeant	\$51.00	\$52.53	\$54.11

All Sergeants who are employed at the time of ratification will receive a 1% equity adjustment for each year of service to their base salary.

January 19, 2024

Richard Bruno
President
Illinois Council of Police (ICOP)
770 N. Church Rd., Suite H
Elmhurst, IL 60126

Letter of Agreement

Dear Richard Bruno:

1. Purpose of the Agreement.

The purpose of this Letter of Agreement ("LOA") is to state the terms and conditions of the agreement between the University of Chicago (University) and Illinois Council of Police (Union) concerning compensation for Sergeants who perform certain duties that fall under the scope of a Watch Commander.

2. Background.

During negotiations for the July 1, 2023 – June 30, 2026 Collective Bargaining Agreement between the University and the Union, the parties agreed that Sergeants would not perform duties that fall under the scope of a Watch Commander. However, after an additional review of operational needs, the Department has concluded it may need to assign some Sergeants to perform certain duties that fall under the scope of a Watch Commander when: (1) there are lieutenant vacancies/absences that need to be filled; and (2) Sergeants are the most senior rank during a shift. These duties include but are not limited to: (1) adjusting daily schedules as needed; (2) sending end of watch reports; (3) sending notifications as needed; and (4) assigning officers to beats. These duties may change at the discretion of the University.

3. Compensation for additional duties.

Whereas the University maintains it bargained in good faith during negotiations, and the Sergeants performed these duties prior to joining the bargaining unit and did not receive additional compensation, the University will now agree to compensate all active Sergeants with a one-time payment of \$1,500. All Sergeants will receive this one-time payment the first full pay period in July of each year. This payment will compensate Sergeants for performing the aforementioned duties at any time during the year upon the University's request.



4. No Precedent.

This is a non-precedent-setting LOA, not to be cited in future grievances, charges, or litigation (except those related to enforcing this LOA). This agreement remains in effect until the duties are reassigned or the Union and University decide to terminate the agreement.

5. Confidentiality.

The parties agree to keep the terms of this LOA confidential. The Union and the University may disclose the terms of this LOA and provide copies on a need-to-know basis to Union and University representatives who will be involved in implementing this LOA and the one-time stipend.

6. Entire Agreement.

This LOA constitutes the entire agreement between the parties concerning the duties that fall under the scope of a Watch Commander and supersedes all prior, contemporaneous, oral and written negotiations, agreements and understandings between the parties.

AGREED:

Deven Swanigan

Deven Swanigan, Sr. Consultant, ELR
University of Chicago

1/19/2024

Date

Richard L. Bruno

Richard Bruno, President
ICOPs

Date