

AGREEMENT

by and between the

Board of Trustees of Illinois State University

and the

Illinois Fraternal Order of Police Labor Council

Representing

the Parking Unit

July 1, 2009 through June 30, 2012

Expires June 30, 2012

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PREAMBLE

This Agreement is made and entered into on the date hereafter set forth by and between the Board of Trustees on behalf of Illinois State University (hereinafter referred to as the "Employer") and certain Civil Service employees of Illinois State University, represented by the Illinois Fraternal Order of Police Labor Council (hereinafter referred to as the "Council").

ARTICLE I: AUTHORIZATION

This Agreement is authorized by Section 36d of the Illinois Statute establishing the State Universities Civil Service System of Illinois (SHA, Chapter 24 1/2, Section 38b(3)) in accordance with the Board Regulations of the Board of Trustees recognizing collective bargaining and the Illinois Education Labor Relations Act.

ARTICLE II: RECOGNITION

The Employer recognizes the Council as the sole and exclusive bargaining representative with respect to hours, wages, terms and conditions of employment for the bargaining unit consisting of the classification of Parking Service Agent I, II, III and Parking Meter Mechanic I & II as certified by the Illinois Education Labor Relations Board.

ARTICLE III: PURPOSE OF AGREEMENT

It is the intent and purpose of this Agreement to promote a sound and mutually beneficial relationship between the Employer and the Council. The Employer and the Council are committed to the uninterrupted effective performance of the teaching, research, and public service functions of the Employer; subject to any changes in State or other laws or policies applicable to the Employer. The Council will strive to maintain these functions through the performance of the regularly assigned and related duties of the classification covered by this Agreement.

ARTICLE IV: LIMITATIONS

A. This Agreement shall not supersede: (1) applicable Federal and State laws and those laws as they may be amended from time to time; (2) Statutes and Rules of the State Universities Civil Service System of Illinois and those Statutes and Rules as they may be amended from time to time; (3) the Statute of the State Universities Retirement System and that Statute as it may be amended from time to time; (4) the By Laws and Board Regulations promulgated by the Board of Trustees and as they may be amended from time to time; (5) provisions, policies, and procedures of Illinois State University as they may be amended from time to time.

B. This Agreement constitutes the sole and entire existing Agreement between the parties hereto and supersedes all prior Agreements, commitments, or practices between the Employer and the Council, or its employees, and expresses all obligations of and restrictions imposed on each of the respective parties during its term.

C. Should any provision of this Agreement or any application thereof become unlawful by virtue of any Federal or State law or Executive Order of the President of the United States or the Governor of Illinois, or decision of any court of competent jurisdiction, the provision or application of a provision of this Agreement shall be modified by the parties to comply with the law, order, or decision, but in all other respects the provisions and application of provisions of this Agreement shall continue in full force and effect for the life thereof.

ARTICLE V: MANAGEMENT'S RIGHTS

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

- determine the overall budget of the Employer;
- determine control and exercise discretion over the organization and efficiency of operations;
- direct the employees, including the right to assign work and overtime;
- hire, examine, classify, promote, train, transfer, assign, and schedule employees in positions with the employer;
- suspend, demote, discharge, or take other disciplinary action against the employees for proper cause;
- increase, reduce, change, modify, or alter the composition and size of the workforce, including the right to relieve employees for work related health or safety reasons;
- reallocate positions to higher or lower classifications;
- establish, modify, combine, or abolish job classifications in accordance with Civil Service rules;
- determine the purpose of each of its service areas;
- set standards for services to the public;
- determine the locations, methods, means, and personnel by which operations are to be conducted, including the right to determine whether goods and services are to be provided or purchased;
- change or eliminate existing methods, equipment, or facilities.

ARTICLE VI: DUES DEDUCTION AND FAIR SHARE

This Fair Share fee provision shall remain in effect as long as the Council continues to demonstrate to the Employer that in excess of 50 percent of the employees in the bargaining unit have joined the Union based upon written payroll dues deduction authorization from such employees filed with the Employer.

Section 6.01: Dues Deduction

Upon receipt of proper written authorization from the employee, the Employer shall deduct each month Council dues in the amount certified by the Council from the pay of all employees covered by this Agreement who authorize such deductions in writing. Such money shall be submitted to the Labor Council within thirty (30) days after the deductions have been made. Said deductions will be terminated upon the employee's written request.

Section 6.02: Fair Share Deduction

Any employee on whose behalf the Employer has not received a written authorization as provided for in Section 1 is required to pay a Fair Share fee (not to exceed the amount of dues uniformly required of members of the Council) of the cost of the collective bargaining process and contract administration as certified by the Council to the Employer. Any new employee who has not made application for membership shall, on or after the 30th day following the date of hire, be required to pay the Fair Share fee as described above in this Section. Monthly Fair Share fee deductions shall be made at the time and in the manner described in Section 1.

The Council agrees to assume complete responsibility for insuring full compliance with the requirements laid down by the United States Supreme Court in Chicago Teachers Union v. Hudson, 106 U.S. 1066 (1986), with respect to the constitutional rights of Fair Share fee payers.

Any dispute concerning the amount of the Fair Share fee and/or the responsibilities of the Council with respect to Fair Share fee payers as set forth above shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

The procedure established by the Illinois Educational Labor Relations Board is hereby declared to be the procedure for resolution of Fair Share fee objections.

Section 6.03: Council Indemnification

The Council hereby indemnifies and agrees to hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of any action taken by the Employer for the purpose of complying with the provisions of this Article or in reliance on any list, notice, certification, affidavit, or assignment furnished.

ARTICLE VII: JOINT RESPONSIBILITIES

Section 7.01

The Employer and the Council agree that they will not practice discrimination against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, creed, color, national origin, sex, political affiliation,

marital status, age, physical or mental handicapped condition, or for being a disabled veteran or a veteran of the Vietnam Era.

Section 7.02

Use of masculine pronoun: The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only and it is further understood that the masculine pronoun includes the feminine pronoun as well.

Section 7.03

The Employer agrees that neither it nor its representative will take any position which either favors or opposes Council membership as such, and that there will be no discrimination against the employee because of Council membership or because the employee is acting as a representative of the Council or its member.

Section 7.04

(a) The Council agrees that it will not in any way intimidate, threaten, or coerce any employee; that each employee is free to make individual choice and determination as to Council membership without any pressure or influence whatsoever by or in behalf of the Council.

(b) The Council and its members agree not to conduct Council business on University premises with employees of the Employer during working hours, except, in accordance with current practices, where permission from proper authority and the use of University facilities has been granted and scheduled in advance.

Section 7.05

Insofar as is practical and within budgetary limitations, it is understood as it applies to the jurisdiction of those represented by this Agreement that the University will, within reason, try to schedule sufficient staff to meet the University's needs and to provide safe working conditions.

Section 7.06

The Director of Parking and Transportation and/or his designee agree to meet monthly, as requested, with a committee composed of a Labor Council representative or designee, and one (1) representative from each bargaining unit classification. Every effort possible shall be made to ensure that representatives of the classifications will be selected by the bargaining unit on a rotating basis. The purpose of these meetings shall be limited to: discussion of the implementation and general administration of this Agreement; a sharing of general information of interest to the parties; discussion of suggestions pertaining to departmental operations which have been submitted by the Council; and notifying the Council of changes in non bargaining conditions of employment contemplated by the Employer which may affect employees. Specific agendas shall be exchanged at least five (5) days prior to the meeting. The Council and the Director of Parking and Transportation and/or his designee reserve the right to postpone a meeting if adequate representation from either party is not available.

ARTICLE VIII: JURISDICTION

In case of jurisdictional disputes arising between representatives of this Council and those of other Unions, it is understood that such differences shall be settled, without work stoppage, among the Unions concerned and the Employer, and that the Employer will not make any change in an already established work assignment practice pending resolution of the dispute.

ARTICLE IX: STRIKES AND LOCKOUTS

Section 9.01

The Council agrees that there shall be no strikes during the term of this Agreement, and the Council agrees to recognize that strikes and work stoppage are detrimental to the safety and welfare of Illinois State University. The Council, therefore, agrees there shall be no interruption of the services performed by employees in the classification covered by this Agreement for any cause whatsoever, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful, and proper performance of the duties of their employment.

Section 9.02

The Employer agrees that there shall be no lockouts during the term of this Agreement.

Section 9.03

In the event this Agreement expires and the parties have not reached agreement, either party may request mediation services from the Federal Mediation and Conciliation Service. Costs of mediation services will be shared equally by the parties.

ARTICLE X: EMPLOYEE RIGHTS

Since duties involve employees in many types of contacts with the public, some of which may result in the need for investigation of an employee's conduct, any such investigation shall normally be conducted in accordance with the following:

1. The interview of an employee shall normally be conducted when the employee is on duty.
2. A Council representative or a designated representative of the bargaining unit may also be entitled to be present at a disciplinary meeting if the employee so desires.
3. Whenever a status employee covered by this Agreement is given a written warning or reprimand, suspension, or is discharged, written notice in accordance with the Statute and Rules of the State Universities Civil Service System of Illinois will be given to them and a copy of such notice will be provided for the Council if requested by the employee.
4. Summary suspensions which are implemented on authority of the Director of Human Resources or designee are subject to the grievance procedure. Discharge (including suspension pending discharge) and demotion of a non probationary employee are implemented on authority of the State Universities Civil Service Merit Board and are processed in accordance with Illinois Compiled Statutes, Chapter 110,

Section 70-36 (O) et seq., as may be amended, and are not subject to the grievance procedure.

5. The dismissal of a probationary employee is not subject to the grievance or arbitration procedure of this Agreement.

6. This Article does not apply in cases of arrest for violation of criminal statutes.

ARTICLE XI: EMPLOYEE INDEMNIFICATION

The parties shall comply with Illinois Compiled Statutes, Chapter 5, Paragraph 350/0.01 et seq. and Chapter 110, Section 675/20-45 (11), so long as the employee has acted within the scope of his employment and cooperates with the Employer during the course of an investigation, administration, litigation or defense of any claim.

ARTICLE XII: COUNCIL ACTIVITIES

If absence from work is involved, the President or Representative of the Council must notify and receive permission from proper authority to attend negotiations or meetings or do any other work necessary to dispense of grievances, without penalty. (It is understood that no overtime or other premiums will be involved.)

ARTICLE XIII: DISCIPLINE AND DISCHARGE

Section 13.01

Any employee covered by this Agreement shall have the right to be represented by the Council when charged with or investigated for any misconduct or violation which may result in suspension, demotion, or discharge.

Section 13.02

Disciplinary meetings for misconduct which the Employer decides require immediate action shall be held as soon as practicable and only oral notice will be given in such cases.

Section 13.03

Disciplinary meetings taking place for work performance, not of an immediately serious concern to the Employer, shall normally be scheduled after twenty-four hours notice.

This Article does not apply in cases of arrest for violation of criminal statutes.

Section 13.04

Nothing in this Section is intended to or should be construed to waive employees' right to Union representation during questioning that the employees reasonably believe may lead to discipline. Bargaining unit employees shall have such rights as set forth in the United States Supreme Court decision in NLRB v. Weingarten, 420 U.S. 251 (1975) and Department of Central Management Services and Corrections (Morgan) decision, 1 PERI par. 2020 (ISLRB, 1985).

ARTICLE XIV: GRIEVANCES AND ARBITRATION

GRIEVANCES

Section 14.01: Definition

A grievance is a dispute or difference between the parties with respect to the application, interpretation or meaning of the express provisions of this Agreement. All grievances shall be filed in accordance with the provisions herein and on a mutually agreed to form. The grievant may be an employee, group of employees or the Council.

Section 14.02: Council Grievances

A grievance filed by the Council shall be initiated in writing at Step 2 of this procedure within five (5) work days after the Council knows or should have known of the condition causing the grievance to be filed. For purposes of the grievance procedure, work days are considered to be Monday through Friday.

Section 14.03: Time Limits

Failure of the grievant or the Council to comply with the time limits of this Article shall render the grievance null and void and bar subsequent filing of the grievance. Failure of the Employer to respond to the grievant or Council within the time limits of this Article shall move the grievance to the next step. Time limits may only be extended by mutual agreement of the parties.

Section 14.04: Employee Representation

An employee or group of employees may at any time present grievances to the employer and have them adjusted without the intervention of the Council, as long as the adjustment is not inconsistent with the terms of this Agreement, and provided that the Council has been given an opportunity to be present at such adjustment. An attorney may not represent an employee through the grievance procedure but may represent an employee in arbitration.

Section 14.05: Other Provisions

If the grievance is one from an individual employee, the aggrieved employee and one Council representative shall be given paid time off as necessary to investigate and process the grievance. If the grievance is one from a group of employees or a class action grievance, two grievants representing the class shall be given paid time off for meeting, as necessary, in the processing of the grievance.

Section 14.06: Steps Within Procedure

STEP 1: Within 5 working days after the first occurrence, or within 5 working days after the grievant knows or should have known of the conditions causing the grievance, the grievant and/or the Council shall orally present the grievance to the immediate supervisor. The immediate supervisor shall provide an oral response within 5 work days after such presentation.

STEP 2: If the grievance is not settled at Step 1 and the Council wishes to appeal the grievance to Step 2, the grievance and the Step 1 response shall be reduced to writing and signed by the grievant and representative, if any, and the Director of Parking and Transportation or designee. The written grievance shall contain a complete statement

of the facts, the provision or provisions of this Agreement at issue and the relief requested. The written grievance shall be submitted to the department head within 5 work days of the immediate supervisor's oral response. The department head shall meet within 10 working days with the grievant and representative in an attempt to resolve the grievance. The department head's response shall be reduced to writing within 5 work days following the meeting.

STEP 3: If the grievance is not settled at Step 2 and the Council wishes to appeal the grievance to Step 3, the grievance shall be submitted to the Director of Labor and Employee Relations or designee at Human Resources within 5 work days after the department head's written response. Human Resources shall schedule a meeting between a representative of the Director of Labor and Employee Relations and the grievant and representative, if any, at a time mutually agreeable to the parties, but in no case later than fifteen (15) working days after submission to Step 3. The Director of Labor and Employee Relations or designee shall issue a written response to the grievance within 10 work days following the meeting.

ARBITRATION

If the grievance is not settled at Step 3, the Council may present the grievance to the Director of Labor and Employee Relations or designee for arbitration within ten (10) work days after receipt of the Step 3 response.

The parties shall obtain a list of 7 arbitrators from the Federal Mediation and Conciliation Service, the Illinois Educational Labor Relations Board, the American Arbitration Association or other mutually acceptable source. The parties shall meet within 30 days in person or by telephone and alternately strike names, until a single name remains. Both parties shall have the right to reject an entire list of arbitrators one time during the selection process. The cost of services of the arbitrator, court reporter, transcripts and all other costs incurred by the arbitration shall be borne equally by both parties. Neither side shall be responsible for the expense of the other's witnesses, representatives, any transcript it may order, and preparation and presentation of its own case.

The scope of the arbitration is limited to the terms of this Agreement and any supplemental agreements between the parties. Board of Trustees Regulations and By Laws, University Rules and Policies, laws of the United States and the State of Illinois and Rules and Regulations of administrative agencies are not subject to arbitration.

Pursuant to current State Universities Civil Service System Statute and Rules, matters related to the discharge or dismissal of an employee are not subject to arbitration.

The arbitrator shall have no authority to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement or other existing rules. The arbitrator shall only consider and make a decision with respect to the particular issue necessary to resolve the grievance without recommendation or comment on any other matter. The arbitrator shall be without power to make a decision or render an award contrary to or inconsistent with, or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. No liability shall accrue against the Employer for a date prior to the date the grievance was presented in Step 1. The decision and award of the arbitrator shall be submitted in writing within thirty (30) days

following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision and award shall be based solely upon the arbitrator's interpretation of the meaning or application to the facts of the grievance presented. Past practices may be considered in interpreting an ambiguous provision of this Agreement or of University rules or procedures where it applies directly to such provision, but past practices, regardless of their nature, may not be considered by an arbitrator for the purpose of creating an employee or Council right or University obligation or liability. Subject to the provisions of this Section, the decision of the arbitrator shall be final and binding on the Employer, the Council, and the employee(s) involved.

ARTICLE XV: BENEFITS

Employees in the classifications covered by this Agreement shall be entitled to all benefits granted by the Board Regulations of the Board of Trustees and the administration and interpretation of said benefits as set forth in the Illinois State University policies, as revised. Benefits under the control of Illinois State University will not normally be diminished during the life of this Agreement and any appropriate improvements in any of them will be made applicable to employees covered by this Agreement.

ARTICLE XVI: WAGES

Section 16.01

Compensation of employees in the classifications covered by this Agreement shall be set forth in Wage Schedule A with the provisions of this Section. Basic hourly rate as used herein refers to wages as shown in Wage Schedule A, excluding any overtime pay.

Section 16.02

Employees covered by this Agreement participating in training, meeting, seminar, and workshop programs at the direction of the Employer will be compensated at the applicable overtime rate. The Employer further reserves the right to select specific individuals to participate in such programs when so desired.

ARTICLE XVII: HOURS OF WORK - OVERTIME - SENIORITY

Section 17.01

(a) The basic work week for all employees covered by this Agreement shall be 37.5 hours and 5 consecutive working days of 7.5 hours each, Monday through Sunday, followed by two (2) consecutive days off. The work day shall be defined as being from 12:00 a.m. to 11:59 p.m. This will apply to all employees regardless of assigned work shifts. The Employer will provide a minimum of fourteen (14) working days notice prior to revising work shifts for regular scheduled duties.

(b) The Employer shall determine shift schedule requirements based upon the operational needs of the unit.

Employees may occasionally trade shifts provided there is written request made three (3) days in advance to the immediate supervisor, including signatures from all affected employees. The supervisor will make decisions based on the operational needs of the unit.

Requests for paid leave will be approved based on the operational needs of the unit and will not be unreasonably denied. All requests for time-off will be promptly reviewed and responded to. Once approved, time-off will not be cancelled absent an emergency; the need to fill an overtime assignment shall not constitute an emergency.

The following time periods will be considered restricted and paid leave will not normally be approved during these periods:

- (i) Fall semester move-in week and the first week of classes
- (ii) Spring semester move-in Thursday/Friday
- (iii) First two days of classes in Spring Semester
- (iv) Spring/Fall Finals week and commencement dates (1 week/semester)

Large scale special events which may restrict an employee's ability to use accrued time will be announced as soon as possible after management knows of the event. During periods when alternative staffing options are not available or sufficient to cover the operational needs related to the Special Event, paid leave requests may be denied. Normally, special events staffing requirements alone shall not cause the denial of a paid leave request.

(c) Should an employee covered by this Agreement be required to work before his regularly scheduled work shift in a work day, he shall be permitted to continue working his normal work shift in that work day.

(d) Temporary schedule changes may be made by the Employer when required to meet the operational needs of the Employer. Only after a minimum 48 hours notice or otherwise when mutually agreed between the supervisor and employee may such change occur.

Section 17.02

(a) The University observes eleven (11) holidays. For purposes of determining holiday premium pay for members of Unit IV, six (6) holidays (Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Birthday, and Independence Day) shall be observed on the traditional calendar day. The five (5) remaining holidays (four (4) floating holidays and Memorial Day) shall be observed on the day designated by the University.

When an employee covered by this Agreement is required or scheduled to work on any of the designated holidays, and he does work, he shall receive the premium compensation at the rate of one and one half (1.5) times his regular rate of pay in addition to his regular rate of pay for said holiday.

(b) When a holiday occurs on a regularly scheduled day off, he will receive 7.5 hours at the regular rate of pay and such time will not be considered for purposes of computing overtime for the 37.5 hour work week. However, in lieu of receiving 7.5

hours at the regular rate of pay for the holiday, the employee may elect to take a regularly scheduled work day off within the next thirty (30) calendar days at a time mutually agreed upon between the employee and the Employer and receive 7.5 hours at the regular rate of pay. The employee will notify the Employer at least ten (10) calendar days prior to scheduling the day off.

(c) When a holiday occurs within the employee's 37.5 hour work week, the holiday will be considered part of the 37.5 hour work week for purposes of computing overtime worked on the employee's regularly scheduled days off.

Section 17.03

(a) It is understood by employees covered by this Agreement that they shall be on call and available for service during their lunch period if deemed necessary.

(b) Overtime shall be paid at the rate of one and one half (1 1/2) times the regular rate whenever an employee covered by this Agreement works in excess of 7.5 hours in a work day or 37.5 hours in a work week.

(c) If an employee covered by this Agreement is called back to work after leaving the work site, he shall receive a minimum of two (2) hours work at the applicable overtime rate of pay. Whenever an employee is required to remain on duty past their regular tour of duty, they shall be entitled to overtime pay at the established rate until properly relieved. Such a hold over shall not constitute a call back and is not subject to the two (2) hour minimum call back provision. Whenever an employee is required to report for duty prior to their regular tour of duty, they shall be entitled to the provisions of this section only if the hours of work are not continuous with the regular tour of duty.

(d) If an employee covered by this Agreement is called back to work on a regularly scheduled day off, he shall receive a minimum of two (2) hours pay at the applicable overtime rate of pay.

(e) Overtime shall be offered to employees covered by the terms of this Agreement as set forth herein. Overtime shall be distributed by the Employer posting a voluntary sign-up list indicating the available overtime assignment. The posting must be time and date stamped at the time of the posting and all overtime events shall be posted in the employee break room. The Employer agrees to make every reasonable effort to allow equal opportunity for employees to sign up for scheduled overtime assignments. The overtime assignments include shift overtime assignments and/or details, all special events overtime assignments and/or details, and all other overtime assignments and/or details. For overtime which requires less than six (6) openings, the employees covered by this Agreement will be given a forty-eight (48) hour first priority to sign up for the overtime assignment.

"Scheduled overtime assignments" shall be defined as an assignment, known to the Employer, which requires filling with more than 48 hours advance notice of the need for the overtime. Any overtime assignment with less than 48 hours advance notice may be filled by using other reasonable means: if practical, such short notice vacancies will be offered to on-duty employees on a seniority basis.

In the absence of volunteers necessary to staff the overtime assignment, the Employer may mandate overtime in an inverse order of seniority. The least senior employee may be mandated first. Thereafter, the mandated overtime assignments shall rotate in the inverse order.

During situations of a bona fide emergency, the Employer maintains the right to offer or assign overtime to employees. In making assignments, the Employer agrees to recognize employee's skills and abilities.

The Employer agrees on a case-by-case basis to exempt employee(s) from mandated overtime based on considerations of normal work hours which would otherwise cause unsafe conditions due to the number of work hours in a twenty-four (24) hour period.

(f) An employee covered by this Agreement who accepts an overtime assignment shall give forty-eight (48) hours notice if possible if he is unable to fulfill the commitment except in the case of extreme emergency.

Section 17.04

Seniority lists for the classifications covered by this Agreement shall be revised annually by the Employer and a copy furnished to the Council.

ARTICLE XVIII: HEALTH AND SAFETY

The Employer recognizes its responsibility to make all reasonable provisions for the health and safety of the employees, as well as to assure and enforce compliance with any applicable Federal and State laws, and to maintain sound operating practices.

The Council recognizes the responsibility of its members to obey reasonable safety rules and follow safe work practices to insure employee safety as well as that of fellow workers.

The Designated Representatives of the Council shall meet with the Director of Parking Services and/or his Designee on a quarterly basis to discuss safety items of mutual concern. The Council agrees that these safety committee meetings shall be only advisory in nature.

ARTICLE XIX: GENERAL PROVISIONS

Section 19.01

Unless otherwise stipulated in this Agreement, during an employee's work time neither the Council nor its members shall solicit membership or attend to any other Council matters. With permission from proper authority, the Council representative or designee may be released from duty to represent an employee in regard to employment related matters or in regard to matters related to this Agreement or Civil Service Statute and Rules.

Section 19.02

Employees covered by this Agreement who are working the 8:00 a.m. to 4:00 p.m. shift will be released from their regular schedule to attend quarterly Council meetings. It is

understood that these employees are subject to call from the meeting at any time to perform the necessary duties to meet the operational needs of the Employer.

Section 19.03

Leaves of absence without pay may be granted, to the extent that there is no interference with Employer operations, to employees who are elected, delegated, or appointed to attend national or state Council conferences. Any requests for such leave shall be submitted in writing by the employee to Human Resources with a copy to the department head. Requests should be made and answered in writing as far in advance as is reasonable and practicable. This leave provision shall be limited to two (2) employees and shall not exceed a total of sixty (60) hours per year.

Section 19.04

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

Section 19.05 Uniforms & Equipment

The Employer agrees to furnish each employee with required uniforms as outlined in this Section.

Authorized uniform styles and selection shall be designated by management. Employees are restricted from making any uniform substitutions without prior approval by management.

The following uniform items shall be replaced as needed by the Employer, but normally not more than once per year.

<u>Uniform Item</u>	<u>Quantity</u>
Winter shirts	3
Summer Shirts	3
Pants*	3
Belt	1
Ball Cap	1

The following uniform items shall be replaced only as needed by the Employer.

<u>Uniform Item</u>	<u>Quantity</u>
Rain Coat	1
Rain Hat	1
Winter Coat	1
Winter Hat	1
Spring Jacket	1

*The Employer agrees to provide and authorize the wearing of traditional style work pants and cargo style pants. Employees may select to wear either style of work pants; however, each employee must have at least one pair of traditional style work pants available at all times.

For as long as the Employer provides a dry clean only coat, the Employer agrees to provide dry cleaning for winter coats on an as needed basis.

ARTICLE XX: PERSONNEL FILES

Section 20.01

Employees may have access to their personnel files in accordance with University policy which is in compliance with the Review of Personnel Records Act, Illinois Compiled Statutes, 820 40/1.

Section 20.02

An employee representative may, with written permission from the employee, have access to an employee's personnel file in accordance with University policy and State statutes.

ARTICLE XXI: RECLASSIFICATION/REALLOCATION

Parking Services Assistants will be reallocated to Parking Services Technician after one¹ (1) year of service as a Parking Services Assistant so long as satisfactory performance has been maintained and a passing score is achieved on the Civil Service Examination.

Should employees within the unit compete and be selected for vacant positions within the unit, the employee shall not experience any loss in pay.

ARTICLE XXII: TERMINATION

Section 22.01

This Agreement is effective upon execution and expires 11:59 p.m., June 30, 2012. The parties agree to reopen negotiations for wages only effective July 1, 2010 and July 1, 2011. Except as specifically and expressly provided in this Agreement, neither party is required to negotiate any issue during the term of this Agreement. No earlier than 90 days prior to the expiration of this Agreement, either party may initiate negotiation of a successor Agreement, upon service of Notice of Demand to Bargain.

Section 22.02

This Agreement shall automatically terminate in the event that the Council is decertified as the exclusive representative of the bargaining unit.

¹ While contractually an employee is eligible to be promoted after one year, the minimum qualifications to take the civil service exam for Parking Services Technician require two (2) years of experience in parking enforcement and/or motorist assistance/services activities. Employees must meet the minimum qualifications before the allocation can be implemented.

Section 22.03

Once the notice called for in Section 1 has been given, this Agreement shall remain in full force and effect until a new Agreement is reached or until this collective bargaining Agreement is abrogated by one party giving the other ten (10) days notice that it shall be terminated on or after the natural expiration of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives this _____ day of _____, 2010.

ILLINOIS STATE UNIVERSITY

BY _____
University Chief Spokesperson

BY _____
President

BY _____
Assistant Vice President,
Human Resources

BY _____
Vice President,
Finance and Planning

ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

BY _____
IFOPLC-Field Representative

BY _____
President

BY _____
Negotiator

BY _____
Negotiator

SCHEDULE A: WAGES

Starting Rates

Classification	July 1, 2009
Parking Service Agent I	\$ 11.04
Parking Service Agent II	\$ 12.11
Parking Service Agent III	\$ 13.18
Parking Meter Mechanic I	\$ 12.11
Parking Meter Mechanic II	\$ 13.18

New Classifications	April 7, 2010
Parking Services Assistant	\$ 12.11
Parking Services Technician	\$ 13.18

Shift Differential

Employees who work 3:00 p.m. to 11:00 p.m. and 4:00 a.m. to 12:00 p.m. will receive a \$.30 shift differential.