

AGREEMENT

by and between the

Board of Trustees of Illinois State University

and the

Illinois Fraternal Order of Police Labor Council

representing

Illinois State University Police, Lodge No. 67

Police Officer & Police Corporal (Unit 1)

July 1, 2005 through June 30, 2007

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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 Illinois State University Policy Lodge No. 67, and 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 State 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 Police Officer and Police Corporal as certified by the Illinois State 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 the Illinois State University Civil Service Employee Handbook and those provisions, policies, and procedures 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 1: Dues Deduction

Upon receipt of proper written authorization (see Appendix A) 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 2: 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 versus 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 State Labor Relations Board is hereby declared to be the procedure for resolution of Fair Share fee objections.

Section 3: 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 1

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 2

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 3

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 4

- (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 5

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 6

The Chief of Police and/or his designee agree to meet monthly, as requested, with a committee composed of a Labor Council representative, the Lodge President 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 Lodge 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 Chief of Police 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 1

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 2

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

Section 3

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

1. The interview of an officer shall normally be conducted when the officer is on duty.
2. The President of the Council or a designated representative of the Lodge 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 1

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 2

Disciplinary meetings for misconduct which the Employer decides requires immediate action shall

be held as soon as practicable and only oral notice will be given in such cases.

Section 3

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

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

Section 4

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).

Section 5

The Employer shall adhere to the Uniform Peace Officers' Disciplinary Act, 50 ILCS 725/ 1 et seq.

Article XIV **GRIEVANCES AND ARBITRATION**

GRIEVANCES

Section 1: 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 2: 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 3: 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 4: 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 5: 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 6: 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 immediate supervisor. The written grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement at issue and the relief requested. The 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 Human Resources or designee at the Office of Human Resources within 5 work days after the department head's written response. The Office of Human Resources shall schedule a meeting between a representative of the Director of Human Resources 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 Human Resources 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 Human Resources 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 State 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. 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 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 Civil Service Employee Handbook, as revised. These benefits 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 1

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 2

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.

Section 3

The Employer may assign an employee covered by this Agreement to other related duties, and such assignments shall in no way interfere with the Council's right to represent the employee. When an employee is assigned to duties carrying a higher rate of compensation, such rate shall be paid to the employee when such period of temporary assignment exceeds one (1) hour. In no event shall the employee's rate of compensation be reduced during such temporary assignment.

Article XVII **HOURS OF WORK - OVERTIME - SENIORITY**

Section 1

(a) The basic work week for all employees covered by this Agreement shall be forty (40)

hours and five (5) consecutive working days of eight (8) hours each, Monday through Sunday, followed by two (2) consecutive days off, except in the transition of work shifts immediately following bids for work shifts. During the transition period, adjustments may be made to provide for a full forty (40) hour work week for employees. The work day shall be defined as being from 11:00 p.m. to 11:00 p.m. This will apply to all employees regardless of assigned work shifts. The Employer will provide a minimum of twenty (20) working days notice prior to revising work shifts for regular scheduled patrol duties.

- (b) All new employees covered by this Agreement may be assigned rotating shifts for the first year of employment.
- (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.

Section 2

- (a) The University observes eleven (11) holidays. For purposes of determining holiday premium pay for members of Unit 1, 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. For members of Unit 2, all eleven (11) holidays 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 eight (8) hours at the regular rate of pay and such time will not be considered for purposes of computing overtime for the forty (40) hour work week. However, in lieu of receiving eight (8) 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 eight (8) 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 forty (40) hour work week, the holiday will be considered part of the forty (40) hour work week for purposes of computing overtime worked on the employee's regularly scheduled days off.

Section 3

- (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 eight (8) hours in a work day or forty (40) 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) All time required by the Employer of an employee covered by this Agreement in the preparation for and the attendance of court cases outside the employee's regular work hours and work week shall be compensated at the applicable overtime rate of pay.
- (f) Overtime shall be offered to Police Officers from a list of officers in that classification. Overtime shall be offered to Police Corporals and Sergeants from a combined list of officers in those classifications. It is understood and agreed that no employee is relieved from his obligation to accept overtime assignments when the Employer determines an emergency exists. An emergency for the purposes of this section exists (1) when the voluntary overtime procedure has been exhausted and the needs of the department are not met, or (2) when there is less than three (3) hours from the time the department learns of the need for overtime and the beginning of the overtime assignment. Voluntary overtime shall be determined according to paragraph (i) of this section. Mandatory overtime shall be determined according to paragraph (j) of this section. In the event that the department learns of a need for overtime work less than three (3) hours prior to the beginning of that work, the Employer agrees to make every reasonable effort to utilize the voluntary overtime list. However, in the event of no volunteers, overtime shall be assigned to officers presently on duty according to paragraph (j) of this section. The parties recognize the Employer's right to assign overtime work based on special needs of the department or in consideration of employee assignments (i.e., Detectives, Juvenile Officers, D.A.R.E. Officer(s), Firearms Instructors, Administrative Assistants, etc.).
- (g) In case of a scheduled event for which it is known that employees covered under this Agreement will be required to work an overtime assignment, such employees will be notified if possible at least forty-eight (48) hours before the time of the scheduled event. Employees scheduled to work the overtime assignment are required to give notice of acceptance or refusal within twenty-four (24) hours after receiving notice of the overtime assignment.
- (h) 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.
- (i) When an overtime detail is required, and when the Employer has more than three (3) hours notice of said detail, the overtime shall be offered to employees covered by this Agreement based upon seniority overtime lists. Employees shall be called on a rotating basis, starting at the point of the most senior employee from the Police Officer seniority overtime list and the Police Corporal and Sergeant seniority overtime list. Once the first available overtime has been filled, employees shall be called on a rotating basis from starting at the point following the last employee to accept the available overtime. Employees who are otherwise scheduled for duty or are unavailable due to leave time are passed over and waive their ability to work until the list rotates to their name again.

- (j) In the event the Employer cannot fill overtime with employees who volunteer for the overtime, the Employer may order employees to work the overtime. Employees shall be ordered from an inverse seniority list that is applied in the same manner as voluntary seniority lists.
- (k) Probationary employees shall be eligible for overtime following successful completion of Police Law Enforcement Training and a period of no more than ninety (90) days thereafter. Prior to the conclusion of the ninety (90) day period, the Employer reserves the right to offer overtime to those employees based on need and the officer's abilities.
- (l) For overtime details requiring more than three (3) officers, at least one shall be a Police Corporal or Sergeant.
- (m) Except when under department-wide emergency situations, no employee shall be ordered to work the shift immediately prior to his regularly scheduled shift. This section shall not preclude an employee from volunteering to work immediately prior to his regularly scheduled shift.
- (n) After the Employer has determined the make-up of any on-campus details requiring Police personnel, the Employer agrees to first offer such assignments to members of the bargaining unit in accordance with past practice.

Section 4

- (a) Employees covered by this Agreement who are assigned to regular patrol duties shall have the right to bid for days off and working hours based on seniority. Employees assigned to specialty assignments (Detectives, Parking Supervisor, Juvenile Officer, and Administrative Assistant) on a permanent or full-time basis are not subject to seniority bidding. Others may be temporarily assigned to special task forces or special details irrespective of seniority bidding. Temporarily, for the purposes of this paragraph, means those assignments which are only a few days in duration or for a specific purpose or task which is self-terminating.
- (b) Work shifts shall be bid (3) times a year. The posting shall occur no less than thirty (30) days in advance of the effective date of the work shifts. Bidding shall occur at the start of fall and spring semesters and at the end of the spring semester. In the event of a vacancy during the bid cycle, the Employer shall determine if the vacancy will be filled and if so, **from** which shift. Volunteers **on the shift from which the position is taken** may exercise seniority to fill the vacant shift. Absent a volunteer, the least senior officer on that shift shall be assigned. Days off on the vacant shift shall remain as was posted at the beginning of the bid.
- (c) Seniority lists for the classifications covered by this Agreement shall be revised annually by the Employer and a copy furnished to the Council.
- (d) University Civil Service rules shall prevail in the event the department head determines a formal temporary upgrade of an officer is appropriate.
- (e) The employer will allow each member two (2) days per year of vacation benefits to be declared "Personal Days". If given at least 24 hours notice, the employer will not deny any member use of those two days regardless of staffing or cost to the employer. No more than one person per Patrol Shift may use his/her Personal Days on the same day. Personal Days may not be accumulated. On July 1 of each year, any unused Personal Days from the previous 12 months are lost as Personal Days (not as vacation time).

- (f) Initial vacation requests should be submitted in a format that has a verifiable date and time such as e-mail. Vacation requests will be approved on a first come basis. In the event of a conflict arising from more than one (1) employee submitting a vacation request on the same date and time for the same dates, seniority shall prevail. Vacation request will be approved within fourteen (14) calendar days of submission. Once vacation is approved, unless in the event of a bona fide emergency declared by the Chief of Police, vacation approval will not be rescinded. This vacation procedure will not affect the practice of trading shifts or modification of regular hours of work by employees based on mutual agreement and supervisory approval. The current practice of "guaranteeing" time off if a member requests 5 or more consecutive days is hereby suspended. With the exception of the above Personal Days, all vacation requests will be evaluated based on operational needs of the department.

Section 5

A Police Officer who has voluntarily cross-trained as a Telecommunicator may be assigned to Telecommunicator duties as needed by the department. A Police Officer who works as a Telecommunicator under these provisions will be compensated at the Police Officer regular rate of pay, including any applicable overtime rate.

Except in an emergency or as incidental relief for the Telecommunicator on duty (such as for breaks), no Police Officer will be assigned such work unless the Officer has been voluntarily cross-trained.

A separate overtime list for full-time Telecommunicators will be maintained with overtime being offered first to full-time Telecommunicators, then to Police Officers who have been cross-trained to perform such duties. In the event that such overtime becomes mandatory, full-time Telecommunicators, if available, will be assigned to work before any Police Officer is assigned to work.

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. However, it is also recognized by both the Employer and the Council that there are unsafe and dangerous conditions inherent in Police work.

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 Chief 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 1

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 President or his designated representative may be released from duty to represent an employee in regard to employment related matters or in regard to matters related to this Agreement, the Civil Service Employee Handbook, or Civil Service Statute and Rules.

Section 2

Employees covered by this Agreement who are working the 7:00 a.m. to 3:00 p.m. shift will be permitted 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 3

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 the Office of 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 4

The Employer agrees to furnish bulletin board and space of approximately 36" x 48" in the squad room 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 5

Any person(s) wishing to file a citizen complaint against any employee(s) covered by the terms of the Agreement shall be requested to sign a complaint form outlining in detail the nature of the alleged misconduct. The complaint form will be comprised of a statement of the following: "The facts presented here in are true and factual to the best of my knowledge. I understand it is unlawful to make a false police report.

Article XX **PERSONNEL FILES**

Section 1

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 2

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
UNIFORMS/EQUIPMENT

Section 1

The following items will be purchased by the Employer and maintained in a condition acceptable to the Employer. These items will be replaced on an as needed basis. All new officers hired after ratification will receive an issuance of equipment necessary for attendance at the Police Academy upon hire date and will receive the balance of the equipment/uniforms as soon as possible thereafter.

- 5 summer shirts
- 5 winter shirts
- 4 all weather trousers *
- 1 heavy jacket with zip-out liner
- 1 dress hat
- 1 dress hat cover
- 1 baseball cap
- 1 fur (winter) hat
- 3 ties
- 1 raincoat
- 2 breast badges
- 1 police ID card
- 1 hat badge
- 1 whistle and chain
- 2 name tags
- 1 pair of black shoes/boots or \$65
reimbursement for shoes pre-approved by
the Chief
- 1 leather trouser belt
- Overshoes
- 1 "Sam Brown" belt**
- 4 belt keepers
- 1 holster
- 1 handcuff case
- 1 pair handcuffs
- 1 portable radio
- 1 portable radio pouch
- 1 key holder
- 1 expandable baton holder
- 1 expandable baton
- 1 3 c-cell flashlight
- 1 flashlight holder
- 1 double speed-loader pouch
OR magazine holder
- 1 ballistic vest
- 1 rubber glove case

* The University will furnish at least one pair of dress trousers and no more than 3 cargo pants.

(a) The University will furnish at least one pair of dress trousers and no more than 3 cargo pants. Employees will be allowed to purchase management approved cargo pants at their own expense to expedite implementation.

(b) Wearing management approved cargo shorts as part of the duty uniform will be permitted at management's discretion. Shorts and appropriate footwear will be at the officers' expense. Approved black footwear and short socks will be worn with cargo shorts.

** Unless furnished items are no longer serviceable, holsters and ammunition carriers will be furnished one time only. When an officer changes duty weapons the officer is responsible to purchase an approved holster and ammunition carrier to fit the new weapon.

All "duty gear" items will be either leather, lightweight nylon (i.e. Accu-mold Elite), or materials approved by the Chief of Police. Employees may purchase, at their own expense, duty gear approved by the Chief of Police.

Section 2

For Bicycle Officers Only

The Employer has the right to determine the desired number of bicycle officers per patrol shift. Bicycle positions will be bid separately at each shift bid. Only employees officially designated and equipped as bicycle officers will be allowed to bid for bicycle officer slots. Bicycle officer slots will be bid by seniority from the list of designated bicycle officers. No officers will be forced to participate in the bicycle program; however, once an officer is designated they must agree to serve as a bicycle officer for at least two years from the date the equipment is furnished. The number, selection and placement of bicycle officers is not subject to the grievance procedure.

Officers and Corporals not designated as bicycle officers may be allowed to voluntarily participate in the bicycle program at no equipment or uniform cost to the Employer.

The following items will be purchased by the Employer and maintained in a condition acceptable to the Employer for bicycle officers only.

- 3 short sleeve bicycle shirts
- 2 long sleeve bicycle shirts
- 3 bicycle shorts
- 2 long bicycle pants
- 1 light bicycle jacket
- 1 heavy bicycle jacket
- 1 bicycle helmet
- 1 helmet cover
- 1 pair bicycle shoes
- 1 complete set (same items as provided in leather) nylon duty gear
- 1 pair bicycle gloves

Section 3

The brand and style of any item is not subject to the grievance procedure. All items issued by the Employer must be provided for inspection. Upon termination of employment, all items issued must be returned to the Employer. The employee at his/her own expense must replace any item lost or damaged through negligence of the employee.

Section 4

Detectives (including Task Force 6) and the Administrative Assistant to the Chief of Police will be reimbursed up to \$500 per year for the purchase of clothing suitable for working in their respective positions. In the event a bargaining unit member is assigned to other specialized units which require additional uniforms or equipment, those items will be provided by the Employer. The Employer has the right to determine what clothing is suitable for work. The Employer's right to determine appropriate dress for plain-clothes personnel is not subject to the grievance procedure.

The employee must furnish valid receipts to be eligible for reimbursement. Any employee who is assigned after July 1 to one of the listed positions, and who spends 6 months or more in the position, will receive an appropriate pro rated amount at the beginning of the next fiscal year.

Section 5

Any uniform items purchased by the Employer that require cleaning or laundering will be cleaned or laundered at the Employer's expense. Cleaning and laundering of clothing worn by officers in plain clothed assignments will be limited to items labeled "dry clean only" and items that do not require special cleaning processes.

Section 6

The basic uniform may only be worn to and from work and while performing assigned work.

Article XXII **BARGAINING IMPASSE**

The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as amended 5 ILCS 315/14.

Article XXIII **TERMINATION**

Section 1

This Agreement is effective 12:01 a.m., July 1, 2005 and expires 11:59 p.m., June 30, 2007. The parties agree to reopen negotiations for wages only effective July 1, 2006.

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 2

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

Section 3

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 _____, 2005.

ILLINOIS STATE UNIVERSITY

BY _____
Chief Spokesperson

BY _____
President

BY _____
Associate Vice President for
Human Resources

BY _____
Vice President, Finance & Planning

ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

BY _____
IFOPLC-Field Representative

BY _____
President

BY _____
Negotiator

BY _____
Negotiator

BY _____
Negotiator

BY _____
Negotiator

SCHEDULE A: Effective July 1, 2005

Officers	Current	FY 06
0-12 months	19.16	19.73
12+ to 24	20.36	20.97
24+ to 36	20.65	21.27
36+ to 48	20.96	21.59
48+ to 60	21.24	21.88
5 Years	21.84	22.50
10 Years	22.13	22.79
15 Years	22.45	23.12
20 Years	22.74	23.42
Corporals		
0-59	23.76	24.47
5 Years	23.81	24.52
10 Years	23.86	24.58
15 Years	23.91	24.63
20 Years	23.96	24.68
Acting Corporal	23.49	24.19

1. "Year" or "years" refers to year(s) of service in the rank classification, not year(s) in the system or department.
2. Changes in hourly rates caused by changes in years of service (anniversary increase) are computed and effective as of the first day of the pay period following the anniversary date. Anniversary increases are subject to negotiations and retroactive to July 1 unless otherwise negotiated by the parties.
3. Whenever one-time lump sum payments are implemented, standard deductions are made for state tax, federal tax and the State Universities Retirement System.
4. Schedule A (4) Employees covered by this Agreement who work on the first and third shifts will receive a \$.25 per hour shift differential for all hours worked. All employees working overtime on the first and third shifts will receive 1.5 times \$.25 per hour shift differential for hours worked on those shifts. Detectives, Task Force Officers, and Administrative Assistant to Chief are considered second (day) shift assignments and are not eligible for shift differential for regular working hours.
5. When a Police Officer is officially designated as shift supervisor, the Officer shall receive the Acting Corporal rate of pay for all hours worked in that capacity. In no instance shall an Officer receive an increase in excess of the starting rate for Police Corporals. There is a six (6) month limit to temporary supervisory assignments without the initiation of the promotional exam process.

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
ILLINOIS STATE UNIVERSITY
AND THE
ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL
REPRESENTING ILLINOIS STATE UNIVERSITY POLICY LODGE NO. 67**

The employer agrees to suspend Article XXI, Section 2 so long as one trained and equipped bicycle officer is present on the 7:00AM – 3:00PM shift, Monday through Friday. In the event the number of trained and equipped bicycle officers becomes too low and creates a situation in which there is not at least one trained and equipped bicycle officer during those days and hours, the provisions of Article XXI, Section 2 shall be enforced.

For the University	Date	For the FOP	Date

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
ILLINOIS STATE UNIVERSITY
AND THE
ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL
REPRESENTING ILLINOIS STATE UNIVERSITY POLICY LODGE NO. 67**

In the event the employer desires to implement a Drug and/or Alcohol Testing Program for employees covered by the terms of this Agreement, the Employer agrees to notify the Council of its desire to negotiate such a program. The Employer agrees to provide written notification of its desire to negotiate and the Council agrees to meet in an effort to reach an Agreement.

If following one hundred twenty (120) days from the first mutually agreed to negotiation session, the parties are unable to reach a written Agreement, the parties agree to submit the issue to arbitration in accordance with Article XXII of this agreement.

If an Agreement is reached, then such provision shall become part of the Agreement and be in full force and effect.

For the University	Date	For the FOP	Date

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
ILLINOIS STATE UNIVERSITY
AND THE
ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL
REPRESENTING ILLINOIS STATE UNIVERSITY POLICY LODGE NO. 67**

Upon the execution of this successor labor agreement the parties agree to reconvene Labor/Management meetings for the purpose of developing a citizen complaint policy.

For the University	Date	For the FOP	Date

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
ILLINOIS STATE UNIVERSITY
AND THE
ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL
REPRESENTING ILLINOIS STATE UNIVERSITY POLICY LODGE NO. 67**

Officers will be allowed to carry 40 caliber variation of any weapons on the currently approved list. Any additional cost associated with this change will be assumed by the employee.

For the University	Date	For the FOP	Date

Illinois State University Police Department
Cost of Training Agreement

WHEREAS, Illinois State University, hereinafter referred to as the "Employer" has agreed to employ _____, hereinafter referred to as the "Employee" and has agreed to furnish the cost of training the Employee for the position for which hired, subject to the terms and conditions of this agreement and:

WHEREAS, the Employee acknowledges that the Employer will be put to considerable expense in training the Employee and that during the period of training the Employee will not be able to render full service to the Employer until he/she is adequately trained:

NOW, THEREFORE, the parties agree as follows:

1. That the Employer will furnish the cost of training the Employee for the position of Police Officer except for new hires previously certified, wherein these provisions do not apply.
2. That the Employee agrees that if his/her employment with the Employer is terminated on his/her own initiative within a period of two (2) years from the date of his/her completion of basic training as required by the Illinois Law Enforcement Officers Standards and Training Board, or within two years of employment for employees who may not be required to attend a basic training academy, he/she will, on demand, reimburse the Employer for all of the cost of training furnished him/her by the Employer. Cost of training as used in this statement shall include, but not be limited to, study materials, and uniforms, as well as any other cost directly attributable to training of the Employee for the position in question. During the first twelve (12) months of service, the employee will reimburse 100% of said cost. Following completion of twelve (12) months of service, the employee will pay 50% of said cost.
3. That if the Employee fails to reimburse the Employer for the cost of training furnished him/her by the Employer, upon demand by the Employer as provided for in this agreement, the Employer may bring civil action against the Employee in a court of competent jurisdiction and Employee agrees to pay the cost of said action as well as all reasonable attorney's fee to be determined by the court, and/or Illinois State University may deduct all, or any part of the cost of training, from funds which may be due the Employee, or any reason whatsoever, from Illinois State University.

Signed in duplicate this _____ day of _____, 20 _____.

By _____
Employer

Employee

SWORN AND SUBSCRIBED before me this _____ day of _____, 20 _____.

Notary Public, State of Illinois

(Seal)