

Agreement

by and between

The Board of Trustees of Illinois State University

and

The Policeman's Benevolent Labor Committee

representing

**Illinois State University Police
Telecommunicators (Unit III)**

**Effective July 1, 2019
Through June 30, 2025**

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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 Policemen's Benevolent Labor Committee (hereinafter referred to as the "Union").

Article 1: 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 Public Labor Relations Act.

Article 2: Recognition

The Employer recognizes the Union 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 Telecommunicators as certified by the Illinois Education Labor Relations Board.

Article 3: 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 Union. The Employer and the Union 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 Union will strive to maintain these functions through the performance of the regularly assigned and related duties of the classification covered by this Agreement.

Article 4: 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) State Universities Civil Service System Statutes and Rules 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 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 Union, 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 through the process of negotiations, 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. Pending completion of negotiations with respect to any provision becoming unlawful as aforesaid, the parties shall not be bound by the provision in question.

Article 5: 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 just 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 6: Dues Deduction

Section 1: Dues Deduction

Upon receipt of proper written authorization from the Union, the Employer shall deduct each month Union dues in the amount certified by the Union from the pay of an employee who is a Union member covered by this Agreement, in accordance with applicable law. Such money shall be submitted to the Labor Union after the deductions have been made, in accordance with applicable law. Any changes to such payroll deductions shall be made in accordance with applicable law.

Section 2: Union Indemnification

The Union hereby indemnifies and agrees to hold the Employer harmless against any damages and reasonable costs incurred from 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 good faith reliance on any list, notification, certification, affidavit, or assignment provided by the Union.

Article 7: Joint Responsibilities

Section 1

The Employer and the Union 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, religion, color, national origin, sex (including sexual harassment, sexual assault, domestic violence, dating violence, and stalking), sexual orientation, order of protection, gender identity and expression, ancestry, marital status, age, disability, pregnancy, genetic information, unfavorable military discharge, or status as a veteran. Complaints involving discrimination or sexual harassment shall be reported to and handled by the Office of Equal Opportunity and Access or the appropriate office as designated by the University.

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 representatives will take any position which either favors or opposes Union membership as such, and that there will be no discrimination against the employee because of Union membership or because the employee is acting as a representative of the Union or its member.

Section 4

- (a) The Union 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 Union membership without any pressure or influence whatsoever by or in behalf of the Union.

- (b) The Union and its members agree not to conduct Union 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 as requested with the Union. Every effort possible shall be made to ensure that representatives of the classification will be selected by the Union 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 Union; and notifying the Union 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 Union and the Chief of Police and/or his designee reserve the right to postpone a meeting. If the Union or the Chief of Police desire for the Business Agent or Director of Labor Relations (or designee) to attend, they shall serve notice to the other party. The meeting shall be held at a mutually agreed upon date and time and both the Business Agent and the Director of Labor Relations (or designee) shall be invited to attend.

Article 8: Strikes and Lockouts

Section 1

The Union agrees that there shall be no strikes during the term of this Agreement, and the Union agrees to recognize that strikes and work stoppage are detrimental to

the safety and welfare of Illinois State University. The Union, 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 9: 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 Union 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 State Universities Civil Service System Statute and Rules will be given to them and a copy of such notice will be provided for the Union if requested by the employee.
4. The dismissal of a probationary employee is not subject to the grievance or arbitration procedure of this Agreement.

Article 10: 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 11: Union Activities

If absence from work is involved, the President or Representative of the Union 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 12: Discipline and Discharge

Section 1

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

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 (24) hours' notice.

The notification should include the date, time, and meeting location, in addition to an overview of the topic(s) to be discussed during the meeting. The notification will also include the name and phone number of the Union President according to the Employer's most recent information. It is the Union's responsibility to keep the Employer informed of the employees currently in those roles. The employee will be expected to sign the reporting notice.

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).

Any requests to waive Union representation at the Human Resource level shall be documented in writing and provided to the Union.

Section 5

The parties agree that the previous disciplinary program utilized by the Employer which included oral warnings, written reprimands, unpaid suspensions, and discharge is terminated. The parties are committed to the University's "Valuing Individual Performance Program" referred to as the VIP Program. This program is intended to be both positive and corrective in nature. It is also intended to correct/eliminate employee deficiencies through informal supervisory discussions (Encouragement Sessions) and through formal action steps where appropriate. These formal actions include:

1. Letter of Verbal Support (Equivalent to Oral warning; Deactivated after one (1) year if no further infractions)
2. Performance Improvement Discussions (Equivalent to written reprimand; Deactivated after one (1) year if no further infractions)
3. Commitment Discussions (Equivalent to 1-3 Day unpaid Suspension; Deactivated after three (3) years if no further infractions)
4. Written Reinforcement (Equivalent to 4-14 Day unpaid suspension; Deactivated after three (3) years if not further infractions)
5. Ultimate Decision Leave (1 day paid suspension) (Equivalent to 15-30 day unpaid Suspension; Deactivated after three (3) years if no further infractions)
6. Discharge

Documentation of discipline shall be deactivated in an employee's personnel file when the applicable time has lapsed without the employee having received additional discipline for the same or similar offense.

Formal corrective actions will be issued in writing to the employee and in accordance with the general tenets of progressive discipline. However, the Employer reserves the right to skip any and all informal steps due to seriousness of infraction.

Management will conduct steps in the VIP Program discretely and only in the presence of appropriate Union and management representatives. Management will not release information to the mass media while a matter is under investigation or is the subject of an active grievance.

When the Employer determines the formal steps in the VIP Program are warranted, written documentation addressed to the employee with a copy to the Union, the employee's supervisor(s) and the employee's personnel file in Human Resources will be prepared and distributed in a timely fashion.

Grievances involving suspension or discharge of status employees shall be initiated at Step 2 of the grievance procedure.

Section 6: Probationary Discipline/Dismissal

Dismissal and discipline of a probationary employee is not subject to the grievance or arbitration procedure of this Agreement and is the sole right of the Employer. A Union representative may be present during any disciplinary meetings held between the probationary employee and the Employer.

Section 7 Discharge Procedures

The Employer shall notify the employee and Union of the intent to initiate discharge proceedings before the State Universities Civil Service Merit Board at least thirteen (13) work days prior to the commencement of discharge procedures as required by the State Universities Civil Service System. Such notice shall satisfy the requirements of the Collective Bargaining Agreement and shall not, in any manner, diminish the Employer's or the employee's rights under the State Universities Civil Service System. During this period, a grievance may be filed directly at Step 2 within the timeline established in Article 13, Section 6 of this Collective Bargaining Agreement. If the employee requests a reconciliation meeting within the timelines established in the State Universities Civil Service System Statute and Rules and files a grievance, then one (1) meeting will serve as a grievance hearing and a reconciliation meeting.

State Universities Civil Service System procedures shall not commence until after the thirteen (13) work day period mentioned above has ended, or until a grievance filed on the basis of intent to discharge has been responded to at Step 2, whichever occurs later. In the Step 2 response, the University shall outline the options available to the employee with respect to further pursuit of the matter. An employee notified of commencement of State Universities Civil Service System discharge procedures in accordance with this Agreement may either:

1. Elect to follow the procedures for review specified in the State Universities Civil Service System Statute and Rules, Chapter VI, Section 250.110 (e)(1) through (7).
2. Alternatively, the Union may move the grievance toward arbitration pursuant to the grievance procedure of this Collective Bargaining Agreement. If the employee elects to follow the procedures specified in the State Universities Civil Service System Statute and Rules, initiation of such action shall waive any rights which either the employee or the Union might otherwise have to use the grievance procedures of this Collective Bargaining Agreement with respect to said discharge.

Article 13: 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 Union.

Section 2: Union Grievances

A grievance filed by an employee(s) or the Union shall be initiated in writing at Step 1 of this procedure within five (5) work days after the employee(s) or Union knew 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 Union 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 Union 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 within the timelines outlined in Section 2 of this Article.

Section 5: Other Provisions

The aggrieved employee(s) and the Union representative(s) shall be given release time as necessary to investigate and process the grievance. Such release time is subject to the approval of management based upon management's assessment of whether the release time will impede normal operations.

Section 6: Steps Within Procedure

STEP 1: Within five (5) work days after the grievant knows or should have known of the conditions causing the grievance, the grievant shall submit the grievance, in writing to the department head. The department head shall meet within ten (10) work days with the grievant and representative in an attempt to resolve the grievance. The department head's response shall be reduced to writing within five (5) work days following the meeting.

STEP 2: If the grievance is not settled at Step 1 and the Union wishes to appeal the grievance to Step 2, the grievance shall be submitted to the Director of Labor Relations or designee at the Human Resources Office within ten (10) work days after the department head's written response. Within ten (10) work days after submission

to Step 2, Human Resources shall initiate scheduling a meeting between the Director of Labor Relations or designee and the grievant and representative, if any, at a time mutually agreeable to the parties. The Director of Labor Relations or designee shall issue a written response to the grievance within fifteen (15) work days following the meeting.

ARBITRATION

If the grievance is not settled at Step 2, the Union may present the grievance to the Director of Labor Relations or designee for arbitration within ten (10) work days after receipt of the Step 2 response.

Within six (6) months from the date of the presentation of the grievance to arbitration, the parties shall obtain a list of seven (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 thirty (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.

Matters related to the discharge of a status employee are subject to arbitration or may be appealed to the Universities Civil Service System's Merit Board as provided for in the Discipline and Discharge Article of this Agreement.

Pursuant to current State Universities Civil Service System Statute and Rules, matters related to the dismissal of a probationary 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 Union 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 Union, and the employee(s) involved.

Article 14: Benefits

Section 1

Employees in the classification 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 Illinois State University provisions, policies, and procedures, 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.

Section 2 Sick Leave

Employees covered by this Agreement begin earning sick leave from their first day of employment and accrue one (1) day of sick leave for each month of service. There is no limit to the number of hours an employee can accumulate. Part-time employees earn sick leave benefits on the basis of their percentage of appointment.

Section 3 Bereavement Leave

Employees covered by this Agreement are eligible for bereavement leave of up to three (3) days for the death of an immediate family member. Immediate family members are considered to be husband, wife, domestic partner, mother, father, brother, sister, child, mother-in-law, father-in-law, step-parent, grandparent, grandchild, or any other relative within the first degree (direct personal relationship to you) who lives in the same household.

One (1) day of bereavement leave is available in the event of the death of other family members, such as aunt, uncle, niece, nephew, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and cousin (within the first degree).

Bereavement leave benefits are not intended for use when a family member of an employee's spouse dies, unless specifically stated above. For example, grandparent refers to the employee's grandparent. Bereavement leave is also not intended for use in the event of the death of an individual whose relationship was established by marriage if the marriage has ended through divorce. You may use accrued vacation, comp time or unpaid time off (dock time), with approval of your supervisor, if you need to be away from work beyond what is allowed by University policy.

Section 4 Vacation

Non-Exempt Accumulation Rates (for a 40-hour work week)

Cumulative Service Years	Accumulated Hours Per Pay Period	Accumulated Hours Per Year	Maximum Hours Accumulation
1st, 2nd, 3rd	4	96	192
4th, 5th, 6th	5	120	240
7th, 8th, 9th	6	144	288
10th through 14th	7	168	336
15th and beyond	8.333	200	400

Article 15: Wages

Section 1

Compensation of employees in the classification covered by this Agreement shall be set forth in Schedule A with the provisions of this Section. Basic hourly rate as used herein refers to wages as shown in 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.

Article 16: 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 work days of eight (8) hours each, Monday through Sunday, followed by a minimum of forty-eight (48) consecutive hours off, except in the transition of 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 7:00 a.m. to 7:00 a.m. This will apply to all employees regardless of assigned work shifts. The Employer will provide a minimum of twenty (20) work days' notice prior to revising work shifts for regular scheduled 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 III, 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. In any given fiscal year, the parties may mutually agree to observe one (1) or more of these eleven (11) holidays on a different day. Requests to do so must be made to the Director, Labor Relations (if requested by the Union) or the Union Business Representative (if requested by the Department). Any agreement must be reduced to writing and agreed upon by both parties within thirty (30) calendar days of the date the University releases the holiday schedule for that fiscal year.

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 for the first eight (8) hours of work. For all hours worked in excess of eight (8) hours on the designated holiday, he shall be paid at two and one-half (2.5) times his regular rate of pay.

Holidays shall be observed during the twenty-four (24) hour period on the dates designated above in Section 2 beginning at 7:00 a.m. and ending on 6:59 a.m.

- (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 (1.5) 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) Double time the employee's regular rate, excluding any differentials, shall be paid for all hours worked on the employee's second scheduled day off provided the employee has worked at least four (4) hours on their first scheduled day off.
- (f) 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.
- (g) Overtime shall be offered to Police Telecommunicators from a list of employees in that classification. Overtime shall be distributed on a seniority basis beginning with the most senior employee. 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. Mandatory overtime shall be determined according to paragraph (i) 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 employees presently on duty according to paragraph (h) of this section.

- (h) An employee covered by this Agreement who accepts an overtime assignment shall give two (2) business days' notice if possible if he/she is unable to fulfill the commitment except in the case of extreme emergency. For purposes of this procedure, business days are considered to be Monday through Friday.
- (i) 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.
- (j) Except when under a staffing emergency, 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.

Section 4

- (a) Employees covered by this Agreement who are assigned to regular Police Telecommunicator duties shall have the right to bid for days off and working hours based on seniority.
- (b) Work shifts shall be bid three (3) times a year, normally at the start of the fall and spring semesters and the end of the spring semester.
- (c) Seniority lists for the classification covered by this Agreement shall be revised annually by the Employer and a copy furnished to the Union.
- (d) The Employer will allow each member two (2) days per year of vacation benefits to be declared "Personal Days". If given at least twenty-four (24) hours' notice, the Employer will not deny any member use of those two (2) days regardless of staffing or cost to the Employer unless the Employer has declared a need for all available personnel such as move-in, large concerts, or other similar events or emergencies. No more than one (1) 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 twelve (12) months are lost as Personal Days (not as vacation time).
- (e) 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 requests will be approved within fourteen (14) calendar days of submission. Once vacation is approved, except in the event of a bona fide emergency declared by the Chief of Police, vacation approval will not be rescinded.

With the exception of the above Personal Days, all vacation requests will be evaluated based on operational needs of the department.

(f) Employees may be allowed to trade hours within a week, but the following conditions apply:

1. The trade must be requested via email by both employees and approved in advance by the Telecommunicator supervisor.
2. The overtime provision requiring the payment of overtime for hours worked in excess of eight (8) hours in a day shall not apply.
3. No employee trade shall cause the payment of overtime on an hourly or weekly basis.
4. Each employee involved in the trade must provide a time card that accurately reflects hours worked on the actual dates worked.

(g) Employees are expected to provide as much notice as possible when requesting approval to use paid time off. If an employee wishes to cancel approved paid time off, command (Lieutenant or above) must be notified as soon as possible, but receive at least seventy-two (72) hours prior notice. If command approves the cancellation of approved paid time off, they will be responsible for notifying the scheduled overtime employee of the cancellation. In these instances, overtime cancellation notice will be provided via phone and ISU email as far in advance as possible, but will be at least forty-eight (48) hours. For purposes of this section only, paid time off includes vacation, compensatory time off, holidays, and Administrative Closure days from December 26 – 31.

Article 17: 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 Union that there are unsafe and dangerous conditions inherent in Police Telecommunicator work.

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

Article 18: General Provisions

Section 1

Unless otherwise stipulated in this Agreement or otherwise provided for under applicable law, during an employee's work time neither the Union nor its members shall attend to Union matters. With permission from proper authority, the Union 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 State Universities Civil Service System Statute and Rules.

Section 2

The Employer agrees to furnish bulletin board and space of approximately 36" x 48" in the squad room for the posting of Union notices relating to regular Union 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: Union meetings, Union elections and appointments, results of Union elections, recreational, social, and educational programs. All posted notices shall be signed by an officer of the Union.

Section 3

Employees will be expected to wear a uniform during all work hours. 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.

- Six (6) uniform short-sleeve polo shirts
- One (1) uniform cardigan sweater

The employee will provide their own dark blue, black, khaki, or grey slacks or jeans to complete the uniform. Dark blue, black, khaki, or grey shorts may be worn with prior approval of the Chief or his/her designee.

Article 19: Personnel Files

Section 1

Employees may have access to their personnel files in accordance with University policy which is in compliance with the Personnel Record Review Act, 820 ILCS 40.

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 20: Termination

Section 1

This Agreement is effective 12:01 a.m., July 1, 2019 and expires 11:59 p.m., June 30, 2025.

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 ninety (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

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 25th day of February, 2020.

ILLINOIS STATE UNIVERSITY

BY /s/ Michael D. Kruger 2/25/2020
Chief Spokesperson

BY /s/ Larry H. Dietz
President

BY /s/ Janice Bonneville 2/25/2020
Interim Associate Vice President for
Human Resources

BY /s/ Dan Stephens
Vice President,
Finance & Planning

POLICEMAN'S BENEVOLENT LABOR COMMITTEE

BY /s/ Charles R. Crowley
PBLC Labor Representative

BY /s/ Paul Lattan
Negotiator

Schedule A

Section 1: Base Wages

A. Base wage rates for FY2020 are as follows:

	7/1/2019	Effective 1/1/2020
0 to 30 Months	\$19.04	\$19.42
30+ to 60 Months	\$19.67	\$20.06
60+ to 90 Months	\$20.46	\$20.87
90+ to 120 Months	\$20.98	\$21.40
10 Years	\$21.63	\$22.06
15 Years	\$22.53	\$22.98

1. "Year" or "years" refers to year(s) of service in the 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 of the date in class.
3. To be eligible for this retroactive increase, employees must remain employed in the Bargaining Unit through January 22, 2020.

B. FY2021, FY2022, FY2023, FY2024, and FY2025 General Wage Increases

Base wage rates will be adjusted by the same percentage and terms (including but not limited to effective date and retroactivity) as the publicly announced campus wage program/merit increase, if any, for non-negotiated University employees in FY2021, FY2022, FY2023, FY2024, and FY2025.

FY2024 and FY2025 only: should the publicly announced campus wage program/merit increase in either of these fiscal years be less than 1%, either party may, within fifteen (15) calendar days after the campus wage program is announced for that fiscal year, request to open negotiations for the sole purpose of bargaining over wage increases for that fiscal year, up to impasse procedures including interest arbitration.

Section 2: Lump Sum Payments

A. Whenever one-time lump sum payments are implemented, such payments will be subject to applicable tax and/or other withholdings.

Section 3: Second and Third Shift Differential

A. Employees covered by this Agreement who work on the second and third shifts will receive a \$.30 per hour shift differential for all hours worked.