

# **Agreement**

by and between

**The Board of Trustees of Illinois State University**

and

**The Policeman's Benevolent Labor Committee**

representing

**Illinois State University Police**

**Police Sergeant (Unit II)**

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

## Table of Contents

<u>Article</u>	<u>Subject</u>	<u>Page</u>
	Preamble.....	1
1	Authorization .....	1
2	Recognition .....	1
3	Purpose of Agreement .....	1
4	Limitations .....	1
5	Management’s Rights.....	2
6	Dues Deduction.....	3
7	Joint Responsibilities.....	3
8	Strikes and Lockouts .....	4
9	Employee Indemnification .....	5
10	Union Activities.....	5
11	Discipline and Discharge.....	5
12	Grievances and Arbitration.....	8
13	Benefits .....	10
14	Wages.....	11
15	Hours of Work – Overtime – Seniority.....	12
16	Health and Safety.....	17
17	General Provisions .....	17
18	Personnel Files .....	18
19	Uniforms/Equipment.....	19
20	Subcontracting .....	21
21	Bargaining Impasse .....	22
22	Termination .....	22
Sch	Schedule A: .....	24
Apx	Appendix A: Agreement for Repayment .....	26
MOU	10-Hour and/or 12-Hour Shift Schedules .....	27

## **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 Sergeant as certified by the Illinois 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 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 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 within thirty (30) days 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. 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 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).

## **Article 10: 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 11: 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 Employer shall adhere to the Uniform Peace Officers' Disciplinary Act, 50 ILCS 725/1 et seq.

### **Section 6**

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 no 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 and formal 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 discipline issued by Human Resources or discharge of status employees shall be initiated at Step 2 of the grievance procedure.

### **Section 7: 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 8: 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 in accordance with 110ILCS 70/36o. 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 12, Section 6 of the 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 a grievance filed on the basis of intent to discharge has been responded to at Step 2. In the Step 2 response, the University shall outline the options available to the employee with respect to further pursuit of this 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.
2. Alternatively, the Union may move the grievance toward arbitration pursuant to the grievance procedure of the 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 12: 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 the Union shall be initiated in writing at Step 1 of this procedure within five (5) work days after the Union 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 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 Human Resources 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 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 State Universities Civil Service System's Merit Board as provided for in the Discipline and Discharge Article of this Agreement.

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 13: 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\***

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

\*For a forty (40) hour work week

## **Article 14: 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.

## **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 Union'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 15: 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 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 7:00 a.m. to 7:00 a.m. (First Shift 7:00 a.m. to 3:00 p.m.; Second Shift 3:00 p.m. to 11:00 p.m.; Third Shift 11:00 p.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 patrol duties.
- (b) 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.
- (c) 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 (Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Birthday, Memorial Day, and four (4) floating holidays). For purposes of determining holiday premium pay, all eleven (11) holidays 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) 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, Firearms Instructors, Task Force 6, 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 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) 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) For overtime details requiring more than three (3) officers, at least one (1) shall be a Police Corporal or Sergeant. However, in emergency situations, at management's discretion, other supervisory employees may be utilized instead of a Corporal or Sergeant.
- (l) 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.
- (m) 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.
- (n) 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 personnel such as move-in, large concerts, or other similar events (i.e. events that require ten (10) or more officers to be present) 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).
- (o) 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. 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 five (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 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, Task Force 6, etc.) 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 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) State Universities Civil Service System Statute and Rules shall prevail in the event the department head determines a formal temporary upgrade of an officer is appropriate.
- (e) 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 16: 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 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 17: 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 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 or State Universities Civil Service System 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 Union 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 Union conferences. Any requests for such leave shall be submitted in writing by the employee to Human Resources Offices 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 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 5**

Any person(s) wishing to file a citizen complaint against any employee(s) covered by the terms of this 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 herein are true and factual to the best of my knowledge. I understand it is unlawful to make a false police report."

#### **Section 6**

The University invests in approved specialized training for its employees. Given the considerable investment of time and expense for such training and/or associated uniforms/equipment the parties agree to a set reimbursement schedule for such training/uniforms/equipment as outlined in the attached Agreement for Repayment of Specialized Training, Uniform, and Equipment Costs (Appendix A). Employees who are approved to receive specialized training and/or associated uniforms/equipment agree to execute this Agreement for Repayment as a precondition to attending the training and/or receiving the associated uniform/equipment. The Employee will be required to authorize any necessary paperwork to recoup this money through payroll deduction in the final paycheck.

This provision applies unless severe hardship is demonstrated at the sole discretion of the University or the employee takes SURS retirement.

### **Article 18: 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 19: 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.

5 summer shirts	1 leather trouser belt
5 winter shirts	1 "Sam Brown" belt*
4 all-weather trousers	4 belt keepers
1 heavy jacket with zip-out liner	1 holster
1 dress hat	1 handcuff case
1 dress hat cover	1 pair handcuffs
1 baseball cap	1 portable radio
1 fur (winter) hat	1 portable radio pouch
1 tie	1 key holder
1 raincoat	1 expandable baton holder
2 breast badges	1 expandable baton
1 police ID card	1 3 c-cell flashlight
1 hat badge	1 flashlight holder
1 whistle and chain	1 double speed-loader pouch OR
2 name tags	magazine holder
1 rubber glove case	1 ballistic vest
1 OC (Pepper) Spray Holder	1 Canister of OC (Pepper) Spray

The University will reimburse for one (1) pair of shoes/boots pre-approved by the Chief up to \$175 every twenty-four (24) months.

- (a) The University will furnish at least one (1) pair of dress trousers and no more than three (3) cargo pants. Employees will be allowed to purchase management approved cargo pants at their own expense.
- (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 (1) 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**

The Employer has the right to determine the desired number of bicycle officers per patrol shift. Only employees officially trained and equipped as bicycle officers will be assigned as bicycle officers. The number, selection and placement of bicycle officers is not subject to the grievance procedure.

Training and equipment for bicycle officers, whether initial or replacement, shall be subject to the terms and conditions of the Agreement for Repayment of Specialized Training, Uniform, and Equipment Costs (Appendix A).

No sergeant will be forced to participate in the bicycle program; however, once a sergeant is trained and equipped they must accept any assignment to serve as a bicycle officer for at least three (3) years. Upon completion of this initial term, the commitment automatically extends until the employee provides a minimum thirty (30) days' notice to Command that they desire to opt out. Whenever a significant (in excess of \$250 in any twelve (12) month period) amount of equipment is replaced, a new three (3) year commitment may be required.

If a police officer or corporal that is trained and equipped to be a bicycle officer is promoted to the rank of sergeant, any and all obligations they have as a bicycle officer will remain in place until fulfilled.

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

2 short sleeve bicycle shirts	1 bicycle helmet
2 long sleeve bicycle shirts	1 helmet cover
2 pairs of bicycle shorts	1 pair of bicycle gloves
1 pair of long bicycle pants	1 pair of clear lens safety glasses
1 all seasons jacket	

The University will reimburse for one (1) pair of bicycle shoes pre-approved by the Chief up to \$65 every twenty-four (24) months.

## **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) will be paid \$1000 per year for the purchase of clothing suitable for working in their respective positions and for necessary dry cleaning or laundering. 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. 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.

Lump sum payments as outlined above will be paid on the first paycheck received in January. To be eligible, an employee must be employed at Illinois State University for the previous six (6) months and must continue to be employed through December 31 of the current fiscal year. Any employee who is assigned after July 1 to one (1) of the listed positions, and who spends six (6) months or more in the position, will receive an appropriate prorated 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.

### **Section 6**

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

## **Article 20: Subcontracting**

Illinois State University will not subcontract any current bargaining unit work, or work that has historically been bargaining unit work, with the exceptions of (1) an emergency situation, and (2) the use of unarmed security services as listed herein.

Unarmed security personnel will perform unarmed security services at daily identified location and patrol routes as directed by the University. Services are to assist the Illinois State University (ISU) Police Department by conducting foot patrols of the Illinois State University Campus. Duties include but are not limited to the following:

- Security screening procedures such as wand, pat downs, bag checks, metal detector operations and/or monitoring.
- Security checks of campus buildings.
- Lock and unlock campus buildings at designated times and upon request.
- Identify potential violators (criminal code and Illinois State University Code of Student Conduct) by reporting violations to the ISU Police Department. Only ISU Police may take enforcement action.
- Conduct Lighting Audits.
- Conduct Emergency Call box testing.
- Provide walking escorts to faculty, staff and students.

## **Article 21: 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 22: 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 (1) 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 25<sup>th</sup> 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/ Tammy Peasley  
Negotiator

BY /s/ Michael Gardner  
Negotiator

## Schedule A

### **Section 1: Base Wages**

A. Base wage rates for FY2020 are as follows:

	<b>7/1/2019</b>	<b>Effective 1/1/2020</b>
0 to 59 Months	\$40.38	\$41.19
5 Years	\$41.10	\$41.92
10 Years	\$41.85	\$42.69
15 Years	\$42.43	\$43.28
20 Years	\$43.20	\$44.06

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.
3. To be eligible for this retroactive increase, employees must remain employed in the Bargaining Unit through January 14, 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: Differentials**

- A. Employees covered by this Agreement who work on the second and third shifts will receive a \$.25 per hour shift differential for all hours worked. All employees working overtime on the second and third shifts will receive 1.5 times \$.25 per hour shift differential for hours worked on those shifts. The assistant to the chief

assignment is considered a second (day) shift assignment and is not eligible for shift differential for regular working hours.

- B. Employees certified as a Field Training Officer (FTO) shall receive an additional \$3.00 per hour as compensation for each day when actually assigned to a probationary police officer for more than six (6) consecutive hours on a regular shift.

**APPENDIX A: AGREEMENT FOR REPAYMENT  
OF SPECIALIZED TRAINING, UNIFORM, AND EQUIPMENT COSTS**

WHEREAS, The Board of Trustees of Illinois State University on behalf of its University Police Department, hereinafter referred to as the "University" has employed \_\_\_\_\_, hereinafter referred to as the "Employee" and has agreed to pay for approved specialized training and/or associated uniform/equipment, in consideration for and subject to the terms and conditions of this Agreement, and;

WHEREAS, the Employee acknowledges that the University will invest considerable cost and expense in specialized training and/or associated uniform/equipment for the Employee:

NOW, THEREFORE, the parties agree as follows:

1. The University will pay for the cost of the following pre-approved specialized training for Employee.

Specialized Training: \_\_\_\_\_

Estimated Cost of Training: \_\_\_\_\_

2. The University will pay for the cost of any pre-approved uniforms and/or equipment for Employee associated with the above specialized training.
3. The Employee agrees that if his/her employment with the University is terminated on his/her own initiative or the Employee requests to be relieved of the duties associated with the specialized training within a period of three (3) years from the date of completing the specialized training, the Employee will reimburse the University for all of the actual cost of the specialized training.
4. The Employee agrees that if his/her employment with the University is terminated on his/her own initiative or the Employee requests to be relieved of the duties associated with the specialized training within a period of three (3) years from the date of being issued any uniform and/or equipment that was purchased by the University and is specifically designed to be worn exclusively by the Employee which cannot be reused or reissued, will be subject to the reimbursement criteria described herein. The uniform/equipment shall become the property of the Employee upon reimbursement.
5. During the first twelve (12) months of service following completion of the training, the Employee will reimburse 100% of said cost. Following completion of twelve (12) months of service, the Employee will pay 50% of said cost. Following completion of twenty-four (24) months of service, the Employee will pay 25% of said cost. This provision may be waived in cases of severe hardship at the sole discretion of the University. Any reimbursement by an Employee shall exclude monies reimbursed to the Employer by the State of Illinois.
6. The Employee agrees to pay for the cost of specialized training and/or uniform/equipment through payroll deduction of the final paycheck, and agrees to authorize any necessary paperwork. If the Employee fails to reimburse the University, the University may bring civil action against the Employee in a court of competent jurisdiction.

Signed:

\_\_\_\_\_  
University Date \_\_\_\_\_ Employee Date \_\_\_\_\_

SWORN AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Illinois

(Seal)

**Memorandum of Understanding**  
**between**  
**Illinois State University**  
**and**  
**Policeman’s Benevolent Labor Committee**  
**Police Sergeants Unit (Unit 2)**

**10-Hour and/or 12-Hour Shift Schedules**

Notwithstanding the provisions of Article 15, Section 1(a), of the Collective Bargaining Agreement (the “Agreement”) between the parties, with the mutual agreement of the Employer and the Union, the parties may meet during the term of the Agreement to discuss modifying the basic work week to include 10-hour and/or 12-hour shift schedules, and any changes to the Agreement that would be necessary to accommodate the use of 10-hour and/or 12-hour shift schedules (e.g., pay on holidays, overtime treatment, etc.).

Any such discussions will not open the Collective Bargaining Agreement; the parties acknowledge that during such discussions the Agreement remains in effect and that the mediation and impasse procedures (e.g., interest arbitration) provided for in the Agreement do not apply to these mid-term discussions. Any modifications to the Agreement resulting from these discussions must be reduced to writing in a Memorandum of Understanding between the Employer and the Union.

For the University:

For the Union:

/s/ Michael D. Kruger                      2/25/2020  
Date

/s/ Charles R Crowley                      2/17/2020  
Date

/s/ Janice Bonneville                      2/25/2020  
Date

/s/ Matthew M. Blecha                      02/25/2020  
Date