ILLINOIS FOP LABOR COUNCIL

and

BOARD OF TRUSTEES OF SOUTHERN ILLINOIS UNIVERSITY GOVERNING SOUTHERN ILLINOIS UNIVERSITY - CARBONDALE

Police Telecommunicator and Parking Services Agent I & II

FRATERNAL ORDER

July 1, 2025 - June 30, 2029

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Web Address: www.fop.org

24-hour Critical Incident Hot Line: 877-IFOP911



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ARTICLE 1 - PREAMBLE

This Agreement is entered into by and between the Board of Trustees (hereinafter referred to as the Employer) and the Fraternal Order of Police, S.I.U. Lodge No. 193 and the Illinois Fraternal Order of Police Labor Council (hereinafter referred to as the Union). This Agreement shall become effective when ratified by the Union and Board of Trustees and signed by authorized representatives thereof and may be amended or modified during its term only with mutual consent of both parties. Upon ratification, this Agreement supersedes all prior agreements and practices, whether written or oral, unless expressly stated to the contrary. This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term unless otherwise expressly provided herein.

This Agreement is authorized by the Illinois Public Labor Relations Act and is subject to its provisions. It is also subject to the Statute and Rules of the State Universities Civil Service System as they may be amended from time to time and to the rules and regulations of the State Universities Retirement System as they may be amended from time to time.

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Union representing the employees in the bargaining unit, and to make clear the basic terms upon which such relationship depends. It is the intent of both the Employer and the Union to work together to provide and maintain satisfactory terms and conditions of employment, and to prevent as well as to adjust misunderstandings and grievances relating to employees' wages, hours and working conditions.

In consideration of mutual promises, covenants and agreements contained herein, the parties hereto, by their duly authorized representatives and/or agents, do mutually covenant and agree as follows:

ARTICLE 2 - RECOGNITION

This Agreement applies to all employees in status positions in the classifications of Police Telecommunicator, Parking Services Agent I, and Parking Services Agent II as defined or established by the State Universities Civil Service System. This recognition shall continue in force as long as the Employer is satisfied that the Union represents a majority of those in the classifications listed. If, at any time, the Employer believes a determination as to the facts of such representation is needed, the Illinois Public Labor Relations Board shall be asked to conduct an election and to certify the results thereof; and this determination shall be accepted by both parties to this Agreement. It is further understood that any question as to the right of representation must be raised in accordance with the provisions of the Illinois Public Labor Relations Act.

ARTICLE 3 - NON-DISCRIMINATION

Section 3.1. Equal Employment Opportunity

The Employer will continue to provide equal employment opportunity for all employees, and develop and apply equal employment practices.

Section 3.2. Non-Discrimination

The Employer shall not discriminate against employees, and employment related decisions will be based on qualifications and predicted performance in a given position without regard to race, color, sex, age, religion, or national origin of the employee; nor shall the Employer discriminate against employees as a result of activities on behalf of the Union or membership in the Union, or the exercise of constitutional rights. The Employer agrees to comply with all applicable laws. Employees shall not be transferred, assigned or reassigned or have any of their duties changed for reasons prohibited by this Section. Any violations of this provision shall be pursued through the appropriate state or federal court or administrative agency, and not through the grievance process.

Section 3.3. 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 3.4. American with Disabilities

This Agreement shall be interpreted to permit the reasonable accommodation of disabled persons as required by state or federal law, including the Americans with Disabilities Act (ADA). If a proposed accommodation will conflict with an express provision of the Agreement, the parties, if either requests, shall meet to discuss the proposed accommodation.

The parties agree that any accommodation made by the Employer or the Union with respect to job duties or any other term or condition of employment shall apply only to the person accommodated in the particular situation and shall not apply to any other employee. The fact that any person is accommodated, and the manner and method of such accommodation, shall be without precedent and therefore may not be used or relied upon by any person for any purpose at any time.

ARTICLE 4 - DUES DEDUCTION

Section 4.1. Dues Deduction

Upon receipt of a written and signed authorization form from an employee, the Employer shall deduct the amount of Union dues and initiation fee, if any, set forth in such form and any authorized increase thereof, and shall remit such deductions monthly to the Illinois Fraternal Order of Police Labor Council at the address designated by the Union in accordance with the laws of the State of Illinois. The Union shall advise the Employer of any increase in dues, in writing, at least thirty (30) days prior to its effective date.

Section 4.2. Notification to New Employees

The Employer agrees to provide the Union the opportunity, during new employee orientation, to provide new employees information on Union membership.

ARTICLE 5 - MANAGEMENT RIGHTS

It is understood and agreed that the University possesses the sole and unrestricted right to plan and conduct its operations and to determine the conditions of employment of its employees, except where that right is clearly, expressly, and specifically limited in this Agreement.

Rights which the University may exercise include, but are not limited to, the following:

- 1. To determine its mission, organization, budget, method of operation, and standards of service;
- 2. To determine the methods and means, including number and type of personnel, needed to carry out its mission;
- 3. To plan, direct, and control the work of employees, including the assignment of overtime;
- 4. To select new employees and to promote current employees;
- 5. To suspend, demote, discharge or take other disciplinary action against employees for just cause;
- 6. To lay off employees for lack of work or funds or for other legitimate reason;
- 7. To introduce new or improved methods, equipment, and facilities.
- 8. To contract for goods and services, provided that the University will notify the Union prior to contracting out law enforcement services to the extent that wages, hours or benefits of bargaining unit employees may be reduced. Upon request, the University will meet and negotiate with the Union over the impact of such contracting out.

The University recognizes the interest of the Union in any changes which affect the working conditions of employees represented by the Union, and consequently agrees to inform the Union of such changes.

ARTICLE 6 - NO STRIKE

Section 6.1. No Strike Commitment

Neither the Union nor any employee covered by this Agreement will call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage or the concerted interference with the full, faithful and proper performance of the duties of employment with the Employer during the term of this Agreement. Neither the Union nor any employee covered by this Agreement shall refuse to cross any picket line, by whomever established.

Section 6.2. Resumption of Operations

In the event of action prohibited by Section 1 above, the Union immediately shall disavow such action and request the employees to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

Section 6.3. Union Liability

Upon the failure of the Union to comply with the provisions of Section 2 above, any agent or official of the Union who is an employee covered by this Agreement may be subject to the provisions of Section 4 below.

Section 6.4. Discipline of Strikers

Any employee who violates the provisions of Section 1 of this Article shall be subject to immediate discharge. Any action taken by the Employer against any employee covered by this Agreement who participates in action prohibited by Section 1 above shall not be considered as a violation of this Agreement and shall not be subject to the provisions of this grievance procedure, except that the issue of whether an employee covered by this Agreement in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

ARTICLE 7 - EMPLOYEE SECURITY

Section 7.1. Just Cause Standard

No employee covered by this Agreement shall be suspended, relieved from duty, formally reprimanded, or discharged without just cause.

Section 7.2. Employee Security

When an employee covered by this Agreement is required to appear for an investigatory interview with any representative(s) of the Employer, and the employee holds a reasonable belief that the interview may result in disciplinary action against him, the employee's request that a representative of the Union be allowed to be present at the interview will be honored.

Section 7.3. File Inspection

The Employee's personnel file, including disciplinary history, shall be open and available for inspection by the affected employee during regular business hours.

Section 7.4. Limitation on Use of File Material

It is agreed that any material and/or matter not available for inspection, such as provided in Section 3 above, shall not be used in any manner or any forum adverse to the employee's interests.

Section 7.5. Use of File Material

Any information of an adverse employment nature which may be contained in any unfounded, exonerated or otherwise not sustained file shall not be used against the officer in any future proceedings.

Section 7.6. Disciplinary Action

Any formal disciplinary action taken by the Employer against an employee shall be in conformity with the Statutes and Rules of the State Universities Civil Service System and shall be eligible for appeal through application of the Grievance Procedure contained in this Agreement. Discharged employees may elect to either grieve their discharge to arbitration, or to avail themselves of a hearing before the Civil Service System, but not both. Notice of the election must be in writing within ten days of the notice of discharge, and is irrevocable.

No employee shall be subjected to disciplinary action based solely on an anonymous, uncorroborated complaint.

Upon written request by an employee, the Director of Labor and Employee Relations will review a written reprimand that has been in the employee's file for a period of at least 18 months, and determine if such reprimand should be removed from the employee's official personnel file. Such written request shall not be made more than 90 days prior to the 18 month anniversary date of the written reprimand.

ARTICLE 8 - GRIEVANCE AND ARBITRATION

It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the following steps. For the purposes of this Agreement, a grievance is any dispute or difference of opinion raised by an employee or the Union against the Employer involving the meaning, interpretation or application of the provisions of this Agreement. Any time period provided for under the steps in the grievance procedure may be mutually extended or contracted.

- **Step 1.** An employee(s), with or without a Union representative, shall take up the matter with the respective Division Commander within ten working days of the occurrence of the event giving rise to the grievance, or of the employee(s) becoming aware of the event. The Division Commander shall then give the grievant(s) his decision within ten working days.
- **Step 2.** If not resolved in Step 1, the grievance shall be reduced to writing and presented by the Union to the Director of Public Safety within ten working days following the receipt of the Division Commander's response in Step 1. The Director of Public Safety shall then have ten working days from his receipt of the grievance to render a decision.
- Step 3. If not resolved at Step 2, the grievance shall be submitted to Labor and Employee Relations within five working days following the Director of Public Safety's response at Step 2. Labor and Employee Relations shall then arrange a meeting at a mutually agreeable time and place with representatives of the Union and Department of Public Safety to discuss the grievance and attempt to achieve an equitable resolution. If a settlement is achieved as a result of such meeting, its terms shall be reduced to writing and signed by the two parties. If no settlement is reached, Labor and Employee Relations shall give the Union the Employer's response within five working days following the meeting.
- Step 4a. If the grievance is not satisfactorily resolved, at Step 3 and concerns the application or interpretation of the Statute and Rules of the State Universities Civil Service

System of Illinois, the employee(s) or the Union shall, if the matter is to be pursued, present the issue(s) involved in the dispute to the Director of the System for resolution.

- Step 4b. If the grievance is not satisfactorily resolved at Step 3 and concerns the administration or interpretation of this Agreement, the Union may submit the grievance to final and binding arbitration through the Federal Mediation and Conciliation Service. If a demand for arbitration is not filed within thirty (30) days of the date of the Step 3 answer, then the grievance shall be deemed withdrawn.
- (1) The arbitrator shall have no power to alter the terms of this Agreement.
- (2) The costs of such arbitration shall be borne equally by the Employer and the Union, except as otherwise provided by the rules promulgated by the Illinois State Labor Relations Board. An employee has the right to representation at all steps of the grievance procedure.

Step 4c. If the grievance is not satisfactorily resolved at Step 3 and concerns a disciplinary action short of discharge, the grievant (disciplined employee), if the Labor Council chooses not to pursue Step 4b above, may elect to pursue the matter by following Step 4 of the University's "Grievance Procedures for Civil Service Employees at SIU-C." However, the University's Vice Chancellor for Administration and Finance will replace the Chancellor as the locus of the Step 4 appeal, and the grievant must submit the grievance to him in writing within twenty-one days of the Step 3 decision or the grievance will be considered resolved. Once the Labor Council has filed for arbitration, or the grievant has submitted the grievance to the Vice Chancellor for Administration and Finance, that choice is irrevocable and the result of the chosen course of action will be honored by all parties. In no event shall the same disciplinary action be reviewed through both channels.

If no answer is received at any step within the specified time, the grievance shall automatically go to the next step.

A time extension(s) may be taken at any step of the grievance procedure by mutual consent of the Employer and the Union.

No reprisal(s) shall be taken by the University against any employee because of his/her participation in a grievance.

When a grievant and/or his/her representative is required by Steps 1 through 4a (or 4c) of the above procedure to attend a meeting during his/her regularly scheduled work assignment, such persons shall be released without loss of pay or benefits for the length of that meeting, including reasonable travel time. Such paid release time shall not apply to any arbitration proceedings at Step 4b.

A grievance may be withdrawn at any step. Such withdrawal shall not constitute a determination of the merits of the grievance.

All records related to a grievance shall be filed separately from the official personnel file of the employee. Upon the request of an employee one year or more after the initial filing of a grievance, all record of that grievance shall be removed from that employee's departmental file.

ARTICLE 9 - LAYOFF AND RECALL

Any layoff or recall of employees covered by this Agreement will be carried out in accordance with the Statute and Rules of the State Universities Civil Service System. The Employer agrees to notify the Union of its intentions regarding layoffs and recalls at least ten working days prior to taking such actions. Benefits provided to employees covered by this Agreement who are laid off will remain the same as those provided to other Civil Service employees of the Employer who are laid off.

ARTICLE 10 - HOURS AND OVERTIME

Section 10.1. Work Day and Work Week

- (a) All time in excess of the hours worked in the normal work day eight (8) hours and normal work week forty (40) hours Sunday through Saturday shall be compensated as provided in Section 2.
- (b) Each employee shall be allowed a thirty (30) minute meal period per tour of duty. This meal period shall be considered service time during which the employee will be subject only to priority calls. Employees will be allowed to take periodic coffee breaks as long as they are not out of service and properly perform their assignments. The Employer shall make an effort to see that all employees are relieved for their meal period. In the event an employee is required to work during such meal period, the employee shall accrue an extra one-half hour comp time.
- (c) It is understood that because of the unusual nature of the Employer's business the operation shall be on a seven (7) day workweek basis. It is further understood that the Employer has the right to establish various shifts whether they be day or night, Saturday, Sunday, etc., in order to cover all phases of its business. The daily work shift will consist of 8 consecutive hours, including a paid 30 minute lunch period at a time to be arranged with the supervisor.

Section 10.2. Overtime

(a) Employees covered by this Agreement shall be compensated at one and one-half times their regular rate of pay for time worked in excess of 8 hours in a day or 40 hours in a week. Absent designation by management that billable overtime assignments will be eligible for pay only, compensatory time off may be substituted for overtime pay, at the employee's option, except that employees may have accrued no more than 120 hours of compensatory time off at any point in time. Any overtime worked (including time associated with meal periods as referenced in Article 10, Section 1) which would put an employee above the applicable limit must be compensated monetarily. These limits will apply to overtime work spent in

training or instructional activity as provided in Sections 4 and 5 of this Article. Hours worked for purposes of this Article shall include paid holidays, vacation hours, sick leave hours, and compensatory hours off, but shall not include any other leave (i.e., disciplinary suspension, hours worked due to voluntary trade initiated by employees, etc.).

- (b) Pay for overtime hours worked during the regular workweek or on a holiday shall not be duplicated, pyramided, or counted against for the purpose of computing overtime pay, except as provided in (c) below.
- (c) Time worked or in callback status by an employee on an Employer recognized holiday and which is in excess of that employee's normal 8 hour day or 40 hour week will be compensated at 2 1/4 times the straight time rate of pay.
- (d) Overtime shall be divided and offered equally and impartially among all eligible employees, and a list will be posted on at least a weekly basis indicating the amount of overtime offered as well as the amount worked. All overtime will be logged on the overtime list. Maintenance of the overtime lists will be the responsibility of the Union.
- (e) Opportunities to earn premium pay by working on holidays will not be treated as overtime for the purpose of equalizing such opportunities among the employees normally scheduled to work on the particular days on which the holidays fall.
- It is understood that no employee is relieved of his obligation to work overtime. The Employer may require that overtime be worked in any given situation. The Employer shall post a notice in the workplace as soon as reasonably practical (if practical, at least 14 days in advance) announcing events or other occurrences that will likely give rise to the need for employees to work overtime. In addition, during July of each year, the Employer will post an SIUC University/Community calendar of events that the Employer anticipates may require overtime work. It is understood, however, that the posting of this calendar of events in no way limits the Employer's right to require that overtime be worked at other events or guarantees that any employees will work overtime for any event listed on the calendar.

If, in a given situation, the overtime list is exhausted without filling a required assignment(s); first, by splitting the overtime between employees scheduled to work or working at the time based upon accrued overtime hours and; second, management will fill that assignment(s) with the least senior employee(s). The Employer will make known as soon as practical the employees expected to work overtime. Written notice of schedule changes and overtime assignments will be posted prominently in a conspicuous place.

Where another bargaining unit employee is available to work, no employee shall have less than seven (7) consecutive hours off of work in any 24 hour period, except

upon the mutual consent of the Employer and employee; and provided that this provision shall not relieve the employee of his/her duty to make court appearances or other such commitments.

- (g) When an employee returns to work after a period of training, on disability, or on worker's compensation, he will be charged, on the overtime list, the average number of hours charged to all other employees on the list as of the date of return.
- (h) A newly hired employee will be charged, on the overtime list, the average number of hours charged all other employees on the list as of the date of eligibility to work overtime.
- (i) Time worked on a day declared by the Employer to be one of Administrative Closure and which is in excess of that employee's normal 8 hour day or 40 hour week will be compensated at 2 1/2 times the straight time rate of pay.
- (j) The shifts, workdays and hours to which employees are assigned shall be stated on departmental work schedules. Should it be necessary in the interest of efficient operations to establish schedules departing from the normal workday or workweek, the University will give notice of such change to the individual as far in advance as is reasonable (when reasonable, at least 14 days in advance).

Section 10.3. Callback

An employee who has completed his regularly scheduled shift and has left the premises and is "called back" by the University will receive a minimum of four (4) hours pay, or be paid for actual time worked, whichever is greater, at the applicable overtime or premium rate.

An employee making a court appearance on behalf of the University during off-duty hours as part of his/her official duties will receive a minimum of four (4) hours pay for such appearance. Such payment may be monetary or in compensatory time off, at the employee's option. A court appearance in regard to a second case which takes place outside the four (4) hours paid for the first appearance but within the same day will also earn the employee a minimum of four hours pay. Time spent beyond four hours in a single day on a given case will be paid for on a per hour basis. Court time shall be defined as necessary appearances before courts and grand juries, prosecutor's pretrial conferences and Student Judicial Affairs hearings. Any witness fees given to employees will be assigned to the Employer. The employee shall have the duty to call the Police Telecommunicator on duty to determine whether or not a notice of cancellation has been received.

When an employee is "called out," or works a special event, and that assignment extends to within one hour of said employee's regular shift, said employee shall continue to work and be paid during the hour or fraction thereof.

If an employee turns down an overtime assignment which is offered less than forty-eight hours prior to the beginning of the assignment, the time will not be charged against that employee on the overtime list.

Section 10.4. Training

The University is committed to the principle of training its employees. Said training shall be provided insofar as it does not adversely affect and/or interfere with the orderly performance and continuity of services within the Department of Public Safety. Training shall be scheduled by the Director of Public Safety or his designee. The Director of Public Safety shall assure equal access to training opportunities to the extent that operational requirements of the Department permit. Employees may adjust their schedules, with the approval of the department, to accommodate training and minimize overtime.

Employees will from time to time be required to attend training sessions. If because of the training, the time worked exceeds 40 hours per week, compensatory time off will be granted at the rate of time and one-half. All training that requires employees to work other than their regularly assigned hours and/or is not performed in lieu of shift will be compensated as compensatory time at the overtime rate. Should the employee's compensatory time totals reach the maximum of 120 hours, then the employee will be compensated monetarily at the overtime rate. All hours spent in training, whether mandatory training, or voluntary training approved by the department, shall be compensated as hours worked. Travel for mandatory training shall be compensated as hours worked, either from the department, or if the employee chooses to travel directly to the training, from their home, whichever distance is shorter.

Section 10.5. Instruction

Overtime spent in departmentally approved instructional activity will be compensated at the overtime rate either in time off or in pay, by agreement of departmental management and the affected individual employee(s).

Section 10.6. Four Day Work Week

If a four day workweek is implemented, each daily shift shall be 10 hours in length measured from the starting time. A paid lunch period of thirty minutes in length at a time arranged with the supervisor will be included in each shift. Time worked in excess of 10 hours in a day will be compensated at one and one-half times the regular rate of pay. The lunch allowance referred to in Section 6 above will be paid after 12 hours of work. The four shifts comprising the workweek shall be on consecutive days.

ARTICLE 11 - WAGES

Section 11.1. Wages

For Telecommunicators:

Effective July 1, 2025 - 4% across the board increase Effective July 1, 2026 - 4% across the board increase Effective July 1, 2027 - 2% across the board increase Effective July 1, 2028 - 2% across the board increase

Year 5 - 5% above Base Year 10 - 10% above Base Year 15 - 15% above Base Year 20 - 20% above Base Year 25 - 25% above Base

For Parking Agents I and II:

Effective July 1, 2025 - 2% across the board increase

Effective July 1, 2026 - 2% across the board increase

Effective July 1, 2027 – 2% across the board increase

Effective July 1, 2028 – 2% across the board increase

See rate schedules attached.

Section 11.2. Probationary Employees

The rate of pay for Police Telecommunicators and Parking Services Agents will be 95% of the base rate for the six month probationary period. All employees hired after September 7, 2018 will receive 95% of the base rate for the duration of the probationary period established by the State Universities Civil Service System.

Section 11.3. Shift Differentials

Employees will be paid a premium of thirty-five (35) cents per hour for regularly scheduled work performed on the second and third shifts. The second shift is defined to be any shift beginning between noon and 10 p.m. and the third shift to be any shift beginning between 10 p.m. and 6 a.m. The shift differential will not be paid for overtime work nor will it apply to any time spent in paid leave status nor will it be compounded by any form of premium pay.

Section 11.4, Training

Telecommunicators and Parking Agents who train probationary employees for a full eight (8) hour shift shall receive one (1) hour of comp time. Telecommunicators and Parking Agents who train probationary employees for a ten (10) hour shift shall receive one and a quarter (1 1/4) hours of comp time.

ARTICLE 12 - BENEFITS IN ADDITION TO WAGES

Section 12.1. Insurance

Health and life insurance benefits and privileges for employees covered by this Agreement shall remain the same as those provided to other employees of the University. During the term of this Agreement, health and life insurance benefits shall be provided to all eligible employees covered by this Agreement in accordance with the Illinois State Employees Group Insurance Act of 1971, (5 ILCS 375-1), as amended from time to time. The parties agree to accept the terms and conditions of life and health insurance benefits, including costs to unit employees required for participation in the plan administered by the Department of Central Management Services.

Nothing herein shall preclude the University Joint Benefits committee from reviewing benefits and making advisory recommendations.

Section 12.2. Holidays

- (a) The Employer recognizes the following as holidays: Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day, and five days designated by the Chancellor of the University prior to the beginning of the fiscal year.
- (b) Employees covered by this Agreement will be compensated for the holidays cited in (a) at their regular rates of pay, excluding any shift differential.
- (c) An employee required to work on a holiday cited in (a) will be compensated one and one-half times the regular rate of pay, in addition to the holiday pay provided in (b).
- (d) When one of the six holidays listed in (a) falls on a Saturday, the Friday preceding it will be recognized as that holiday. When one of the six holidays listed in (a) falls on a Sunday, the Monday following it will be recognized as that holiday.
- (e) An employee who normally works other than a Monday-through-Friday schedule and who consequently is not scheduled to work on a recognized holiday, will receive as operations permit, either (1) an additional day's pay at his regular rate, or (2) the scheduled day nearest the recognized holiday as a substitute holiday.
- (f) For an employee to receive compensation for a holiday, he must be in pay status the last scheduled work day preceding the holiday and the first scheduled work day following the holiday, unless absence on one or both of these days is approved by the appropriate supervisor and Human Resources.

Section 12.3. Vacation

(a) Effective July 1, 1989, employees covered by this Agreement will earn vacation in accordance with the following schedule:

Rate Earned Per Hour of Pay-Status Service (Exclusive of Overtime) in % /hour	Approximate Leave Days Earned in One Year by a Full-time Employee
.0462	12
.0500	13
.0539	14
.0577	15
.0616	16
.0655	17
.0732	19
	Pay-Status Service (Exclusive of Overtime) in % /hour .0462 .0500 .0539 .0577 .0616 .0655

9	.0770	20
10	.0809	21
11	.0847	22
12	.0885	23
13	.0924	24
14	.0962	25
15	.1000	26
16	.1039	27
17+	.1077	28

- (b) An employee cannot continue to accrue vacation if he has credited to his account the amount of vacation he would accrue in a two year period at his current rate of accrual. Vacation will continue to accrue while an employee is using vacation credits (and sick leave credits if applicable) which were available at the beginning of a period of approved vacation.
- (c) The Employer will grant vacations insofar as is possible in accordance with employees' preferences. However, the approval of each vacation request will be at the discretion of the departmental executive officer and as operations permit.
- (d) In the event of a change of status of an employee, such as resignation, layoff of undetermined duration, termination, death or retirement, the employee's payroll records will be closed and a lump sum payment of all earnings and accrued and unused vacation will be made.

Section 12.4. Sick Leave

- (a) Employees covered by this Agreement will earn paid sick leave at the rate of 0.0462 hours for each hour of pay status service (exclusive of overtime). The amount of sick leave accumulated at the time any illness begins will be available in full, and additional leave will continue to accrue while an employee is using that already accumulated. There shall be no limit on the amount of sick leave which may be accumulated.
- (b) Sick leave compensation will be at the normal rate of pay. An employee may use accrued sick leave in accordance with University policy.
- (c) Employees who misuse sick leave may be suspended or discharged. An Employee's supervisors or Human Resources may require documentation from a physician, or other administratively acceptable proof of illness, when there is the appearance of misuse of sick leave. Employees receiving sick leave pay may not work elsewhere without forfeiture of this pay, except when outside employment has been approved by the University.
- (d) Sick Leave benefits will apply only to an employee's regular work schedule.

- (e) Sick leave will be used in the following order:
 - 1. Non-accruable sick leave days granted at the start of the fiscal year (starting July 1, 2026);
 - 2. Sick leave days earned and accrued before January 1, 1984;
 - 3. Sick leave days earned and accrued after January 1, 1998;
 - 4. Sick leave days earned and accrued on or after January 1, 1984 through December 31, 1997.
- (f) Upon termination of employment for any reason, an employee or employee's estate is entitled to be paid for one-half of the unused sick leave which was accrued between January 1, 1984 and December 31, 1997.
- In addition to the regular sick leave governed by (a) through (f) above, each employee covered by this Agreement is eligible for an extended sick leave benefit (ESLB) not to exceed twenty (20) work days per fiscal year (July 1 June 30). ESLB will be proportionate to the percentage of full-time equivalent (FTE) employment. Employees must have worked at least 6 months in a status position to be eligible for the benefit. Any absence that qualifies for Family and Medical Leave (FMLA) will be eligible for the Extended Sick Leave benefit with proper documentation. The leave must be approved by Human Resources for the employee to use the ESL benefit. ESL can be used intermittently and for an illness or injury of a member of the immediate family in accordance with FMLA guidelines. This includes spouse, domestic partner, child and parent. Prior to returning to work from extended sick leave due to an employee's own medical condition, the employee must obtain a medical release, in accordance with the policy for Medical Certification, Examination, and Inoculation.

ESL may not be carried over from one fiscal year into the next. If an absence covered by ESL extends from one fiscal year into another, the employee must return to work before becoming eligible for an additional 20 days in the second fiscal year, unless otherwise approved due to a catastrophic illness. Employees who are not in active pay status are not eligible for this benefit.

Vacation and regular sick leave will continue to accrue during the use of the ESLB. Extended Sick Leave time, in cases of employees who are eligible, will be deducted from the 12-week family and medical leave entitlement.

(h) Effective July 1, 2026, employees covered by this Agreement will be granted non-accruable sick leave benefits at the rate of twenty (20) days per fiscal year in lieu of ESL time. Non-accruable sick leave may not be carried over from one fiscal year into the next. The non-accruable sick leave will be proportionate to the percentage of full-time equivalent employment. Upon hiring, the non-accruable sick leave will

be prorated in accordance with the employee's start date and the remaining days in the fiscal year. Should an employee be absent for three (3) consecutive working days, a return-to-work slip must be provided to the Director of DPS or his designee. Should an employee be absent for five (5) consecutive working days, medical documentation must be provided to the Human Resources Department in order to determine if such absence may qualify under FMLA. If at any time a member of this Agreement changes classification to an unrepresented classification or a represented classification that is under another collective bargaining agreement, the employee will then be under the sick leave policy for that classification.

(i) The Employer reserves the right to require an employee to undergo medical examination, at the Employer's cost, for the purpose of ascertaining if the employee is physically and/or mentally fit to perform the duties of his position.

Section 12.5. Injury Leave

If a Parking Services Agent I or II or a Police Telecommunicator suffers any injury in the line of duty which causes him to be unable to perform his duties, the University will abide by the provisions of 5 ILCS 345, Public Employee Disability Act. If recuperating employees are released by their physician for restricted duty, and if the Employer determines that an appropriate restricted duty assignment exists, then such restricted duty assignments may be provided and shall be administered reasonably and fairly.

Section 12.6. Bereavement

Upon request, an eligible employee shall be granted, without loss of pay, bereavement leave in accordance with University policy.

Section 12.7. Jury Duty

Employees covered by the Agreement called for jury duty or subpoenaed by any legislative, judicial, or administrative tribunal will be allowed time away from work with pay for such purpose. All employees covered by this Article shall return to their respective duties if at least 3 3/4 hours remain on their shift EXCEPT, as required by P.A. 81-431 (Ill. Rev. Stat., Ch 78, Par. 4.1), a night shift employee is not required to report back for the remainder of her/his shift while actually serving on jury duty. If, however, a night shift employee has been excused from jury duty for more than the remainder of a day for which (s)he reports, (s)he shall return to his/her regular duties until recalled for jury duty by the Court.

Section 12.8. Military Leave

The Employer agrees to abide by state and federal law as currently written and as may be amended from time to time.

Section 12.9. Tuition Waiver

(a) Employees covered by this Agreement shall be eligible for waiver of tuition and some fees, subject to the following conditions:

- (1) Each such request for tuition waiver and any attendant request for release time from work is subject to the approval of the employing department and Human Resources. Waiver may also be restricted by rule of the relevant academic unit, such as the Graduate School.
- (2) Courses requiring not more than five clock hours per week may be taken during an employee's normal working hours. All such work time must be made up in a manner mutually agreeable to the employee and his supervisor(s) or charged against the employee's accrued vacation time. The lunch period is not considered as part of normal working hours for this purpose but "breaks" or "rest periods" are.
- (3) An employee must be employed for the entire duration of the semester or session to be eligible for tuition waiver.
- (4) No course taken by an employee at the request or direction of the department head or Human Resources will count against the limitation in (2) above.
- (b) Surviving spouses and dependent children of deceased SIUC employees are eligible for tuition waiver exclusive of fees for a period not to exceed eight semesters under the following conditions:
 - (1) A "deceased University employee" is defined as one who at the time of death was in active pay status, in retirement status, or in disability status, and who had served the University for at least five years in a full time capacity.
 - (2) Children must be natural born or adopted children who were considered dependents of the deceased for federal income tax purposes, or foster children who were supported by and lived in the home of the deceased employee for at least five years and were considered dependents for federal income tax purposes.
 - Spouses and children are not eligible for tuition waiver if they are employed by the University in any capacity other than as student employees or are receiving aid under a program that provides tuition reimbursement.
 - (4) Children shall not be eligible for participation if they have passed the age of 22 at the time of the death of the employee unless they are enrolled in the University at the time of death. Eligibility of dependent children shall terminate at age 28.
- (c) Dependent children of an employee are eligible for a fifty percent tuition waiver subject to the following conditions:

- (1) The employee must have been employed by Southern Illinois University for at least seven years.
- (2) The child must be under the age of 25 at the beginning of the academic year in which the tuition waiver is requested.
- (3) The waiver is limited to eight semesters plus four summer sessions, undergraduate tuition only.
- (4) The child must qualify for admission to the University under the same admission requirements which the University applies generally to its respective undergraduate colleges, and must maintain satisfactory academic progress toward graduation once admitted.

Section 12.10. Administrative Closure

In the event the Employer declares a partial or total closure of the University campus under its Administrative Closure Procedure, the following conditions will apply to employees covered by this Agreement:

- (a) Employees regularly scheduled to work but not required to work during the closure will be paid their regular wages.
- (b) Employees regularly scheduled to work and required to work during the closure will receive additional compensation at their regular rates of pay for the hours worked or be given compensatory time off, at the individual employee's option.
- (c) Employees not regularly scheduled to work who are required to work on an overtime basis during the closure will be compensated at two and one-half times their regular rates of pay for the hours worked or be given compensatory time off in the same proportion.

Section 12.11. Domestic Partner Benefits

Eligible employees may apply for benefits offered by Southern Illinois University Carbondale under the Domestic Partner Policy.

ARTICLE 13 - INDEMNIFICATION

Section 13.1. Hold Harmless

The Employer shall indemnify, defend, and forever hold harmless any employee covered by this Agreement from any damages, assessments, monies or other levies incurred in civil court action over events arising in the course of the employee's employment.

Section 13.2. Legal Representation

The Employer shall provide legal representation in any civil course of action for any action of an employee arising out of the course of the employee's employment,

Section 13.3. Cooperation

Employees shall be required to cooperate with the Employer during the course of the investigation, administration or litigation of any claim arising under this Article.

Section 13.4. Applicability

The Employer will provide the protections set forth in Section 1 and Section 2 above, so long as the officer is acting within the scope of his employment and where the officer cooperates, as defined in Section 3, with the Employer in defense of the action or actions or claims.

Nothing in the foregoing shall be construed to extend the Employer's duties to defense or indemnification in criminal, as opposed to civil actions, except at the sole discretion of the Employer.

ARTICLE 14 - SENIORITY

Section 14.1. Layoff

Seniority as outlined in the Rules of the State Universities Civil Service System of Illinois shall be considered a part of this Agreement.

Section 14.2. Vacations

On or before November 1 of each year, the Employer shall post a vacation sign-up sheet for each classification for the upcoming calendar year. An officer covered by this Agreement may select up to fourteen (14) consecutive calendar days, or two (2) periods of seven (7) consecutive calendar days during the upcoming year that he/she wishes to take accrued vacation leave. During the first thirty (30) days that the sign-up sheet is posted, seniority (as defined in Article 14) shall be used to resolve any conflicts in the proposed vacation schedule.

Employees wishing to request a third week of vacation during the early sign-up period shall do so within seven (7) calendar days of the final posting of the approved vacation calendar. The Employer shall post the vacation schedule on or before the end of the first full week of the new calendar year.

Benefit time requests not submitted per the previous paragraph shall be considered as follows: Departmental seniority within each shift will prevail in the selection of vacations. In order of for seniority to prevail, all requests for benefit time for three (3) or more days must be submitted to the immediate supervisor before the tenth (10th) day of the second month prior to the month in which time off is requested. Any requests after that time will be given on a first come first served basis. Confirmation of requests cannot be made prior to ninety (90) days before the time off requested.

The Employer may deny vacation requests, when made less than one (1) week in advance where the requested vacation would not allow for adequate staffing of the department. In addition, the Employer may deny vacation requests for the "move-in" period before a semester begins, Halloween and Fridays, Saturdays and Sundays immediately preceding and following Halloween, the weekend(s) of homecoming, Kappa Karnival, graduation, and other similar events when requested by the University Chancellor or his designee. The Employer shall consider any vacation

request, and approve or deny it within seven (7) days of its submission. Any vacation request that is not approved within seven (7) days of submission shall be considered denied. No vacation shall be unreasonably denied.

Section 14.3. Bidding

Department seniority shall prevail by division in the selection of shifts and days off. Such bidding shall be held two times per year, during the months of December and June. Shift changes will occur on the first day of the first full pay period in January and July. Shifts shall be re-bid if an employee who was unable to bid due to an extended leave, requests in writing to bid for a shift upon return to full duty.

ARTICLE 15 - F.O.P. REPRESENTATIVES

Section 15.1. Grievance Processing

Reasonable time while on duty shall be permitted to Union representatives for the purpose of aiding or assisting or otherwise representing officers in the handling and processing of grievances or exercising other rights set forth in this Agreement, and such reasonable time shall be without loss of pay. Union representatives shall, when participating in compensable union activities, provide their supervisor with an absence slip marked "other absence with pay" indicating the time the employee will be absent from duty.

Section 15.2. Union Negotiating Team

Members designated as being on the Union negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay. If a designated Union negotiating team member is in regular day-off status on the day of negotiations, he will not be compensated for attending the session.

ARTICLE 16 - SAFETY

Section 16.1. Disabling Defects

No employee shall be required to use any equipment that has been designated by both the Union and the Employer as being defective because of a disabling condition unless the disabling condition has been corrected. Refusal by an employee to operate such equipment shall not be considered a violation of this Agreement (includes police radios).

When an assigned department vehicle is found to have a disabling defect or is in violation of the law, the employee will notify his supervisor, complete required reports, and follow the supervisor's direction relative to requesting repair, replacement, or the continued operation of said vehicle.

The Employer shall take all reasonable steps to protect employees during working hours in the performance of their duties. The Board shall comply with applicable federal or state health and safety statutes. Employees covered by this contract shall comply with all applicable University rules and regulation that are promulgated to implement applicable federal and state statutes concerning safety and health.

Section 16.2. Labor-Management Committee

A Labor-Management committee shall meet as needed to discuss topics relevant to safety and equipment needs of the Department.

ARTICLE 17 - BULLETIN BOARDS

The Employer shall provide the Union with designated space on available bulletin boards, or provide bulletin boards on a reasonable basis, where none are available for purposes of the Union.

ARTICLE 18 - UNIFORMS

The University shall provide all Police Department employees covered by this Agreement all required clothing upon initial employment and will replace such items as needed. The University will continue to launder uniforms.

ARTICLE 19 - GENERAL PROVISIONS

Section 19.1.

Authorized representatives of the National or State Union shall be permitted to visit the Department during working hours to talk with officers of the local Union and/or representatives of the Employer concerning matters covered by this Agreement. The Director of Public Safety is to be notified of each such visit at its inception and such time taken shall be reasonable in length.

Section 19.2.

A Union representative shall have the right to examine time sheets or other official records pertaining to the computation of compensation of an employee whose pay is in dispute. A Union representative shall have the right, with the affected employee's written consent, to examine an employee's official personnel record when that record is pertinent to a specific grievance.

Section 19.3.

The Employer agrees to provide inoculation or immunization shots for the employee and for members of an employee's family when such becomes necessary as a result of said employee's exposure to contagious diseases where said officer has been exposed to said disease in the line of duty.

Section 19.4.

The Employer agrees to defray funeral and burial expenses of any employee of the Police Department killed in the line of duty up to a maximum of \$5,000.

Section 19.5. Physical Fitness

In order to maintain efficiency in the Police Department, to protect the public, and to reduce injury risk, the University encourages participation in a physical fitness program. Employees are expected to be sufficiently fit to perform the requirements of their job.

Section 19.6. Replacement of Damaged/Stolen Equipment

The Employer agrees to repair or replace, as necessary, an employee's eye glasses, contact lenses, prescription sunglasses and watches up to a value of \$100.00, if such items are damaged, stolen or broken in legitimate line-of-duty circumstances documented with the employee's immediate supervisor.

Section 19.7. Parking Fees

Employees covered under this Agreement shall be offered the opportunity to purchase appropriate parking decals based on the same pricing structure offered to other university employees. Beginning July 1, 2011, employees covered under this Agreement may purchase their annual parking permit by having one-eighth (1/8th) of the cost of the permit deducted from the first eight paychecks of the fiscal year, beginning with the first paycheck in July. In order to sign up for the payroll deduction of parking permits, an employee must provide all required permit application paperwork, along with a letter authorizing the payroll deduction by April 15th of each year of this Contract.

ARTICLE 20 - SAVINGS CLAUSE

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

ARTICLE 21 - RESOLUTION OF IMPASSE

The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as amended. The University and the Union agree that any arbitration hearings shall be held in Carbondale, Illinois unless both parties agree otherwise.

ARTICLE 22 - DURATION

Section 22.1. Term of Agreement

This Agreement shall be effective from July 1, 2025 and shall remain in full force and effect until June 30, 2029.

Section 22.2. Continuing Effect

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations are continuing for a new Agreement. In the event of an impasse in such negotiations, the procedures prescribed by the Illinois Public Labor Relations Act shall be followed.

SIGNATURES

BOARD OF TRUSTEES OF SOUTHERN ILLINOIS UNIVERSITY	FRATERNAL ORDER OF POLIC LODGE 193	Œ
Daniel F. Mahony, President Date Southern Illinois University	Dirgaining Unit Representative	Date
07/28/2025 Austin Lane (Jul 28, 2025 12:04:49 CDT)		
Austin A. Lane, Chancellor Date Southern Illinois University Carbondale	Bargaining Unit Representative	Date
Kelly L. Byrd Date Director of Labor and Employee Relations Southern Illinois University Carbondale		
Benjamin Newman Date Police Chief	Robert G. Jones, Attorney Illinois FOP Labor Council	Date

WAGE RATES

Telecommunicator Pay Scale

	7/1/2025	7/1/2026	7/1/2027	7/1/2028
Probation	\$21.37	\$22.22	\$22.67	\$23.12
After/Base	\$22.49	\$23.39	\$23.86	\$24.34
Year 2	\$22.94	\$23.86	\$24.34	\$24.83
Year 3	\$23.07	\$23.99	\$24.47	\$24.96
Year 4	\$23.19	\$24.11	\$24.60	\$25.09
Year 5	\$23.62	\$24.56	\$25.06	\$25.56
Year 10	\$24.74	\$25.73	\$26.25	\$26.77
Year 15	\$25.87	\$26.90	\$27.44	\$27.99
Year 20	\$26.99	\$28.07	\$28.63	\$29.21
Year 25	\$28.12	\$29.24	\$29.83	\$30.42

Parking Services Agent I Pay Scale

	7/1/2025	7/1/2026	7/1/2027	7/1/2028	
	2%	2%	2%	2%	
Prob	\$16.52	\$16.85	\$17.18	\$17.53	
After Prob	\$17.38	\$17.73	\$18.09	\$18.45	
2	\$17.55	\$17.90	\$18.26	\$18.63	
3	\$17.78	\$18.13	\$18.49	\$18.86	
4	\$17.93	\$18.29	\$18.66	\$19.03	
6	\$18.10	\$18.46	\$18.83	\$19.21	
8	\$18.28	\$18.64	\$19.02	\$19.40	
10	\$18.44	\$18.81	\$19.19	\$19.57	
12	\$19.00	\$19.38	\$19.77	\$20.16	
14	\$19.11	\$19.50	\$19.89	\$20.28	
16	\$19.31	\$19.70	\$20.09	\$20.50	
18	\$19.50	\$19.89	\$20.29	\$20.70	
20	\$19.65	\$20.04	\$20.44	\$20.85	
22	\$19.83	\$20.22	\$20.63	\$21.04	
24	\$20.02	\$20.42	\$20.83	\$21.24	
26	\$20,23	\$20.63	\$21.05	\$21.47	
28	\$20.45	\$20.86	\$21.28	\$21.70	

Parking Services Agent II Pay Scale

	7/1/2025	7/1/2026	7/1/2027	7/1/2028
	2%	2%	2%	2%
Start	\$19.14	\$19.52	\$19.91	\$20.31
2	\$19.31	\$19.70	\$20.09	\$20.50
3	\$19.54	\$19.93	\$20.33	\$20.73
4	\$19.73	\$20.12	\$20.52	\$20.93
6	\$19.89	\$20.29	\$20.70	\$21.11
8	\$20.12	\$20.52	\$20.93	\$21.35
10	\$20.31	\$20.71	\$21.13	\$21.55
12	\$20.85	\$21.27	\$21.70	\$22.13
14	\$21.01	\$21.43	\$21.86	\$22.29
16	\$21.21	\$21.63	\$22.07	\$22.51
18	\$21.42	\$21.85	\$22.29	\$22.73
20	\$21.59	\$22.02	\$22.46	\$22.91
22	\$21.77	\$22.20	\$22.65	\$23.10
24	\$22.00	\$22.44	\$22.89	\$23.35
26	\$22.20	\$22.65	\$23.10	\$23.56
28	\$22.47	\$22.92	\$23.38	\$23.85

DUES AUTHORIZATION FORM

ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL 974 CLOCK TOWER DRIVE SPRINGFIELD, ILLINOIS 62704

Ι,	(insert your name), understand that under the U.S.
Constitution I have a right not to be	elong to a union. By my signature I hereby waive this right and opt to
join the IL FOP Labor Council.	
Ι,	(insert your name), hereby authorize my Employer,
*	(insert employer name), to deduct from my wages
the uniform amount of monthly	dues set by the Illinois Fraternal Order of Police Labor Council,
for expenses connected with the	e cost of negotiating and maintaining the collective bargaining
agreement between the parties an	d to remit such dues to the Illinois Fraternal Order of Police Labor
Council as it may from time to ti	me direct. In addition, I authorize my Employer to deduct from
wages any back dues owed to th	e Illinois Fraternal Order of Police Labor Council from the date
of my employment, in such manu	ner as it so directs.
Date:	Signed:
	Address:
	City:
	State: Zip:
	Telephone:
	Personal E-Mail:
Employment Start Date:	

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council Attn: Accounting 974 Clock Tower Drive Springfield, Illinois 62704 (217) 698-9433

Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction. Please check with your tax preparer regarding deductibility.



GRIEVANCE FORM (use additional sheets where necessary)

	Date Filed:			
OR COURS	Department:			
Grievant's Name:				
	Last	First	M.I.	
	STE	P ONE		
Article(s) and Sec	or Date Knew of Fact tions(s) of Contrac facts:	t violated:		
Remedy Sought:				
Given To:			:	
Grievant	's Signature	FOP	Representative S	ignature
	EMPLOYER'S	STEP ONE RES	PONSE	
				,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Employer Repr	resentative Signatur	e	Position	
Person to Who	m Response Given	MANAGEMENT OF THE PROPERTY OF	Date	
	S'	rep TWO		
Reasons for Advanc	ing Grievance:	····		
		,		
Given To:		Date/Time	*	
Grievant's Si	gnature	FOP	Representative S	ignature
				9
	EMPLOYER'S	STEP TWO RESI	PONSE	
		····		
Employer Repr	esentative Signatur	ė	Position	
Person to Who	m Response Given		Date	

STEP	THREE
Reasons for Advancing Grievance:	
Given To:	Date/Time:
Grievant's Signature	FOP Representative Signature
EMPLOYER'S STEP	THREE RESPONSE
Employer Representative Signature	Position
Person to Whom Response Given	Date
STEP	FOUR
Reasons for Advancing Grievance:	
Given To:	Date/Time:
GT v Cti T V •	Parc, I inc.
Grievant's Signature	FOP Representative Signature
EMPLOYER'S STEP	P FOUR RESPONSE
Employer Representative Signature	Position
Person to Whom Response Given	Date
REFERRAL TO ARBITRATION by	Illinois FOP Labor Council
Person to Whom Referral Given	Date
FOP Labor Council Representative	

