

AFSCME Council 31

and

The State of Illinois

Contract Changes



September 5, 2008 – June 30, 2012

DEFINITION OF TERMS

e) For RC-6, RC-9, RC-10, RC-14, RC-28, RC-42, RC-62 and RC-63, "Employee" refers only to a bargaining unit employee in a classification covered by this contract whether in a certified or probationary status, except that a probationary employee, an employee during an original six (6) month probationary period, has no right to use the grievance procedure in the event of discharge or demotion. The six (6) month probationary period may be extended up to six (6) additional months by mutual agreement of the parties.

ARTICLE I - Recognition

Section 3. Integrity of the Bargaining Unit

A. The Employer recognizes the integrity of the bargaining unit and will not take any action having the effect of eroding bargaining unit work. Subject to the provisions of this Agreement, the Employer will continue to endeavor to assign bargaining unit work to bargaining unit employees. The hiring of temporary or emergency employees to supplement bargaining unit employees' work on a temporary basis or provisional employees appointed under Personnel Rule 302.150 or the use of an individual on a light duty assignment which has been agreed to by the Union shall not be considered erosion of the bargaining unit.

Section 5. Employer Neutrality

It is the policy of the Employer to support its employees' legal right to freely choose to be represented by a union. The Employer will not oppose efforts by any of its employees to be represented by a union; provided however, nothing herein shall limit the Employer's rights before the Illinois Labor Relations Board to determine the appropriateness of an employee's placement in a bargaining unit.

ARTICLE III – Non-Discrimination

Section 4. Equal Employment/Affirmative Action/ADA/FMLA

The parties recognize the Employer's obligation to comply with federal and state Equal Employment Affirmative Action Laws, ~~and~~ the Americans with Disabilities Act and the Family and Medical Leave Act (including intermittent leave as required).

ARTICLE V – Grievance Procedure

Section 1. Grievance

c) ...The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group. Where available, videoconferencing and teleconferencing may be used to conduct grievance meetings by mutual agreement of the parties.

Section 2. Grievance Steps

Step 1: Immediate Supervisor

The employee and/or the Union shall orally raise the grievance with the employee's supervisor who is outside the bargaining unit. The employee shall inform the supervisor that this discussion constitutes the first step of the grievance procedure. All grievances must be presented not later than ~~ten (10)~~ fifteen (15) working days from the date the grievant became aware of the occurrence giving rise to the complaint. The immediate supervisor shall render an oral response to the grievance within ~~five (5)~~ ten (10) working days after the grievance is presented. If the oral grievance is not resolved at Step 1, the immediate supervisor shall sign the written statement of grievance prepared for submission at Step 2 acknowledging discussion of the grievance. In those circumstances where securing the signature of the first level supervisor who is physically not available to sign would have adversely affected a timely submittal to the second level, the grievance will be submitted to the second level without such signature. A copy of the grievance shall subsequently be provided to the first level supervisor for such signature. The parties recognize that variations from the immediate supervisor, where mutually agreeable, may exist. Where there is no Employer representative outside a bargaining unit covered under this Agreement at Step 1, the grievance shall be filed at Step 2 and the time limits for filing and responding contained in Step 1 shall apply.

Section 4. Special Grievances/Memorandum of Understanding

Grievances concerning discharge, suspensions pending judicial verdict, demotions, geographical transfers, reclassifications, layoffs, schedule changes pursuant to Article XII, Section ~~20~~ 19, and the salary grade placement for new classifications pursuant to Article XXVI, Section 8 shall be processed in accordance with the Memorandum of Understanding.

Section 8. Pertinent Witnesses and Information

... Once the Union has requested the information from the Agency and the request is unreasonably denied, the Union may petition the Director of Central Management Services who shall subpoena the substantially pertinent material and/or witnesses in conformance with the provisions of this Section and his/her statutory powers within ten (10) working days of receiving such request. The operating Agency shall have ten (10) working days to respond to the subpoena. Any delay shall not penalize the grievant.

ARTICLE VI – Union Rights

Section 1. Union Activity During Working Hours

Employees shall, after giving appropriate notice to their supervisor (including the location and approximate duration of the meeting), be allowed reasonable time off with pay during working hours to attend grievance hearings, labor/management meetings, negotiations of their own agency and/or facility supplemental agreements, meetings covering modifications of supplemental agreements, committee meetings and activities if such committees have been established by this Contract, or meetings called or agreed to

by the Employer, if such employees are entitled or required to attend such meetings by virtue of being Union representatives, stewards, witnesses, or grievants, and if such attendance does not substantially interfere with the Employer's operations...

... After giving appropriate notice to their supervisor outside the bargaining unit, employees shall be allowed time off without loss of pay to attend certified stewards training, if such attendance does not substantially interfere with the Employer's operations. Such training shall not exceed two (2) work days for each steward for the term of this Agreement. The employee shall provide proof of attendance.

Section 9. Union Orientation

...The Union shall be permitted to conduct an orientation program of new employees, and current employees who transferred to a different agency. In those agencies that do not have a regularly scheduled orientation of new employees, the mechanics of Union orientation shall be determined pursuant to the Memorandum of Understanding entitled "Supplemental Agreements".

ARTICLE VII – Labor/Management Committee Meetings

...Each party shall normally prepare and submit an agenda to the other ~~one~~ two (42) weeks prior to the scheduled meeting. Notwithstanding the forgoing, nothing shall preclude either party from adding agenda items prior to the meeting. Minutes shall be taken and forwarded to the parties. These meetings may be attended by a reasonable number of AFSCME staff representatives and Local Union representatives from facilities or work locations as designated by the Union, except past practice in regards to the number of employees for the RC-6 and RC-9 bargaining units shall prevail.

ARTICLE VIII – Work Rules

Section 3. State Officials and Employees Ethics Act

Employees shall comply with the provisions set forth in the State Officials and Employees Ethics Act (5 ILCS 430), provided that nothing in this Section shall be deemed to diminish the rights, privileges, or remedies of a State employee under any other federal or State law, rule, or regulation or under any collective bargaining agreement or employment contract.

ARTICLE IX – Discipline

Section 1. Definition

A. The Employer agrees with the tenets of progressive and corrective discipline. Disciplinary action or measures shall include only the following:

- a) Oral reprimand (~~RC-10 excluded~~);
- b) Written reprimand;
- c) Suspension (notice to be given in writing); and
- d) Discharge (notice to be given in writing).

B. All agencies, boards, and commissions with employees covered under the Master Contract shall be bound by the ~~implement an~~ Affirmative Attendance Memorandum of Understanding. ~~Policy unless by mutual agreement the individual agency, board, or commission, and the Union mutually agree not to implement such Affirmative Attendance Policy. The parties agree to meet immediately upon the execution of the collective bargaining agreement in order to negotiate the specific provisions of an affirmative attendance policy for each agency, board, or commission under the collective bargaining agreement. Unless mutual agreement is reached not to implement an affirmative attendance policy, such negotiations shall be completed or existing agreements may be re-opened at the request of either party no later than October 1, 2000. If negotiations are not completed by such date, CMS and the Union will negotiate the affirmative attendance policy for the applicable agency, board or commission.~~

~~—————The Affirmative Attendance Policy shall include a specific schedule of discipline for absences; a program implementing a maximum served suspension period for actual suspension time pursuant to the policy; and, the below definition of acceptable medical certification for proof status:~~

- ~~a. Signature, address, and phone number of the medical practitioner;~~
- ~~b. The pertinent date(s) in question; and,~~
- ~~e. An indication that the employee was unable to work on the date(s) in question for reasons of personal or family illness.~~

~~Except as may be specifically excepted above, the procedures and use of time off for each agency shall remain in effect unless the parties negotiate alterations to existing policies and procedures.~~

Section 4. Pre-Disciplinary Meeting

...Prior to notifying the employee of the contemplated measure of discipline to be imposed. The Employer shall, notify the Union of the meeting and reasonably in advance of such meeting, shall provide the Union with the alleged infraction and shall make every reasonable effort to provide all documentation being used by the Employer to substantiate the alleged infraction. The Employer then shall meet with the employee involved and inform him/her of the reasons for such contemplated disciplinary action including any names of witnesses and copies of pertinent documents. Employees shall be informed of their rights to Union representation and shall be entitled to such, if so requested by the employee, and the employee and Union representative shall be given the opportunity to rebut or clarify the reasons for such discipline. If a rebuttal is not presented at the time of the pre-disciplinary meeting, a rebuttal shall be provided within five (5) work days by the employee or the Union, provided that the documentation has been supplied reasonably in advance of the meeting as set forth in this section.

Section 6. Notification and Measure of Disciplinary Action

b) An employee shall be informed that he/she is entitled to the presence of a Union representative at non-criminal investigatory interviews conducted by an agency's Inspector General or internal affairs unit, the Executive Inspector General or the Illinois State Police Division of Internal Investigations. If such an interview is to be conducted away from the employee's worksite, the employee shall be so notified prior to leaving his/her worksite. In the case of all other non-criminal investigatory interviews, the person conducting the interview shall inform an employee that he/she is entitled to the presence of a Union representative not later than the commencement of the interview, provided that the subject matter of the interview could cause a reasonable person to believe that the employee could be disciplined as a result of the interview.

An employee shall be entitled to the presence of a Union representative at an investigatory interview if he/she requests one and if the employee has reasonable grounds to believe that the interview may be used to support disciplinary action against him/her. Such Union representative may be present during an investigatory interview for the purpose of protecting an employee's rights under the Collective Bargaining Agreement; however, such Union representative shall not act in such a manner so as to obstruct the investigation. It is understood by the parties that an employee's statement, either oral or written, made in investigatory interviews when representation is requested by the employee and denied shall not be used against him/her in any subsequent disciplinary action. All time spent by an employee, including travel time, who is required by the Employer to attend an investigatory interview away from the employee's regular workplace shall be paid by the Employer at the appropriate rate. All related travel costs shall be paid pursuant to the Travel Control Board rules. An employee who signs an investigatory interview statement shall be given a copy of the signed statement upon completion of the investigation, if requested, and in advance of any disciplinary meeting. An employee who is required to attend a subsequent interview(s) shall have the opportunity, if available, to review his/her prior signed written statement(s) at the beginning of such interview(s), upon request. If the signed written statement(s) is unavailable when requested by the employee, the employee shall not be adversely impacted by the Employer's failure to provide said statement(s). Following such an investigation the employee and the Union shall be notified in writing that the investigation is complete. If an investigation of alleged employee misconduct does not lead to discipline the employee shall receive written notification that the investigation is closed without charges being filed, and the allegations of misconduct ~~the investigation shall be closed and further~~ will not become part of the employee's permanent file nor be used to adversely affect the employee's contractual rights.

ARTICLE X – Vacations

Section 2. Vacation Time

Vacation time may be taken in increments of not less than one-half (1/2) day at a time, and any time after it is earned. Supervisors may however, grant employee requests to use

vacation time in smaller increments of ~~one-half (1/2) hour~~ fifteen (15) minutes after a minimum use of one-half (1/2) hour. Vacation time shall not be accumulated for more than twenty-four (24) months after the end of the calendar year in which it is earned. ...

ARTICLE XI - Holidays

Section 2. Equivalent Time Off

...Holiday time off may be taken in increments of one-half (1/2) day, except where current practice so provides it may be taken in increments of less than one-half (1/2) day in accordance with that practice. Notwithstanding the above, supervisors may grant employee requests to use holiday time in smaller increments of ~~one-half (1/2) hour~~ fifteen (15) minutes after a minimum use of one-half (1/2) hour.

Section 3. Cash Payment

...Effective July 1, 2009, in lieu of equivalent time off as provided for in Section 2 above, an employee who works either the actual holiday or the observed holiday may choose to receive double time cash payment, except an employee who works on only Labor Day, Thanksgiving Day or Christmas Day may choose to receive double time and one-half cash payment in lieu of time off. When an employee works (excluding roll-call) on a day on which a holiday falls, either the actual holiday or the observed holiday, he/she shall receive equivalent time off or cash payment in the amounts specified above for any time in excess of his/her regular hours of work.

Section 10. Holiday Pay/Academic Year Educators (RC-63)

Beginning with the academic school year 2009-2010, permanent, full-time academic year Educators will receive double time cash payment for work performed on ten (10) of the holidays designated in Section 1 of this Article which occur during the academic year. Such holidays shall be set forth in the school calendar at the discretion of the Superintendent or his/her designee, but shall include Labor Day, Thanksgiving, and Christmas Day.

ARTICLE XII – Hours of Work and Overtime

Section 9. Overtime Payments (All Units except RC-10)

b. If a full-time employee takes a day off without pay, except RC-09 residential schools furlough days during the academic year, for which he/she is not eligible for a Leave under Article VI, Section 3 or Article XXIII of the Master Contract, for a normal workday and the employee works on his/her day off during that same work week, – the employee will receive overtime at the straight time hourly rate for time worked on his/her day off until the employee has worked in excess of thirty-seven and one-half hours in RC-14, RC-28, RC-42; and in excess of the employee's normal work week for RC-6, RC-9 and RC-62/63.

Section 20. Roll-Call Pay

Correctional Officers and other employees required both to stand roll-call and remain at the facility beyond eight (8) hours per day for such roll-call shall be paid for all such time over and above their regular salary at their straight time rate. Effective July 1, 2010, Correctional Officers and other employees required both to stand roll-call and remain at the facility beyond eight (8) hours per day for such roll-call shall be paid for all such time over and above their regular salary at the applicable overtime rate. An employee required to stand roll-call shall declare that he/she receive all roll-call compensation as compensatory time or cash. Such declaration will remain in effect unless changed by the employee prior to July 1st of each subsequent fiscal year.

Section 22. Stand-By Pay

An employee is entitled to stand-by pay if he/she is required by the Employer to be on stand-by; that is, to keep the Employer informed of his/her whereabouts on off-duty time, and to be available for possible recall for work, either on a day the employee was not scheduled to work or for a period of time after completing the employee's work day. The mere use or possession of mobile communication device does not entitle an employee to stand-by pay. An employee entitled to stand-by pay under this Section shall receive four (4) hours pay at the applicable rate for each day or portion thereof of stand-by whether required to work or not...

ARTICLE XIII – Insurance, Pension, Employee Assistance and Indemnification

Section 5. Employee Assistance Program

The Union shall administer an Employee Assistance Program (EAP) for all AFSCME represented employees. Management shall refer bargaining unit employees to the PSP program administered by AFSCME. Employees may contact the PSP program at (800) 647-8776.

ARTICLE XV – Upward Mobility Program

Section 2. Financing

~~For FY 2005 and FY 2006, the allocation shall be 4.25 million. For FY 2010, the allocation shall be 4.5 million. For FY 2011, the allocation shall be 4.75 million. For FY 2012 the allocation shall be 5 million. Prior to July 1, 2006, the parties shall reopen negotiations for the sole purpose of determining the amount of increased funding, if any, for the FY 2007 UMP allocation.~~

ARTICLE XVI – Demotions

Section 1. Definition and Procedure

...Vacancies filled by master bargaining unit and/or CU-500 employees as a result of demotion shall not be considered permanent vacancies for the purpose of Article XIX or

subject to the posting requirements of Article XIX, Section 2 from the time the employee receives official notice of his/her demotion until the effective date of same.

ARTICLE XVIII – Seniority

Section 1. Definition

Seniority for RC-6 and 9 shall, for the purposes stated in this Agreement, consist of the length of continuous service of an employee with their department in an AFSCME bargaining unit(s), except when a previously excluded position enters a bargaining unit pursuant to labor board procedures, seniority for an employee in that position shall consist of the employee's total length of service with their department. An employee who takes a position outside the bargaining unit and subsequently returns to the bargaining unit during the probationary period shall have his/her previous seniority date restored.

Seniority for RC-10, 14, 28, 42, 62 and 63 shall, for the purposes stated in this Agreement, consist of an employee's length of continuous service in an AFSCME bargaining unit(s), except when a previously excluded position enters a bargaining unit pursuant to labor board procedures, seniority for an employee in that position shall consist of the employee's total length of service, with all Agencies, Boards, or Commissions under the jurisdiction of the Governor since his/her most recent date of hire with the Employer, as defined herein. An employee who takes a position outside the bargaining unit and subsequently returns to the bargaining unit during the probationary period shall have his/her previous seniority date restored.

Section 7. Seniority of AFSCME Represented Employees Converted to State Employment

Employees converted to positions under the jurisdiction of this Agreement from an AFSCME represented bargaining unit not under the jurisdiction of this Agreement, shall be credited with seniority as if the employees had been state employees during their period of continuous employment prior to being converted.

ARTICLE XIX – Filling of Vacancies

Section 2. Posting

A. RC-6, 9, 14, and 28 (except Site Technicians I and II)

Permanent vacancies shall be posted for bid on the Employer's and other appropriate bulletin boards for a period of ten (10) working days. Once a vacancy is posted and employees have submitted bids for the position, the vacancy will not be posted again for a period of ninety (90) days unless all of the original bidders decline the position. If the employee does not possess the appropriate grade, he/she shall apply for the grade during the posting period. Posting in RC-6 and 9 shall be at the facility, and for RC-14 and 28 at all work locations of the agency in the county where the vacancy occurs for a period of ten (10) working days, except that in Cook County in agencies other than the Department

of Employment Security, posting shall be by agency region or area, where applicable. The posting procedure may be modified if mutually agreed by the parties on an agency basis...

...Any bargaining unit employee may bid on a position; however, they must be deemed qualified and eligible in order to be considered for selection. An employee on leave of absence is not considered eligible unless, upon acceptance of the position, the employee is able to commence performing the duties within ten (10) working days of being offered the position. The bid notice shall state the position classification, the shift, days off (or rotating days off where such exist) the work location and assignment, and the rate of pay for such job. It is understood that the shift, work location or job assignment may be subject to change as a result of the exercise of shift or job assignment preference. The exercise of a shift or job assignment preference does not necessitate reposting unless provided by current agency practice...

B. RC-10, 62 and 63

Permanent vacancies shall be posted for bid on the Employer's and other appropriate bulletin boards for a period of ten (10) working days. Posting shall be at all work locations of the agency in the county where the vacancy occurs for a period of ten (10) working days, except that in Cook County in agencies other than the Department of Employment Security, posting shall be by agency, region or area, where applicable. Once a vacancy is posted and employees have submitted bids for the position, the vacancy will not be posted again for a period of 90 days unless all of the original bidders decline the position. If the employee does not possess the appropriate grade, he/she shall apply for the grade during the posting period. The posting procedure may be modified if mutually agreed by the parties on an agency basis...

...Any bargaining unit employee may bid on a position; however, they must be deemed qualified and eligible in order to be considered for selection. An employee on leave of absence is not considered eligible unless, upon acceptance of the position, the employee is able to commence performing the duties within ten (10) working days of being offered the position. The Employer reserves the right to post by option and to require bona fide specialized skills, training, experience or other necessary qualifications as set forth in the officially approved CMS-104 or in the job specification. The bid notice shall state the position classification, any specialized skills, training, experience or necessary qualifications, the shift, days off (or rotating days off where such exist), the work location and assignment and the rate of pay for such job. It is understood that the shift, work location or job assignment may be subject to change as a result of the exercise of shift or job assignment preference. The exercise of a shift or job assignment preference does not necessitate reposting unless provided by current agency practice...

C. RC-42 and Site Technicians I and II

Intermittent titles are excluded from the posting process. Permanent vacancies shall be posted for bid on the Employer's and other appropriate bulletin boards for a period of ten (10) working days. Once a vacancy is posted and employees have submitted bids for the position, the vacancy will not be posted again for a period of 90 days unless all of the original bidders decline the position. If the employee does not possess the appropriate grade, he/she shall apply for the grade during the posting period. Posting shall be at all work locations of the agency in the county where the vacancy occurs. In the Department of Natural Resources it shall be by region for the title of those Site Technician II's assigned to the Regional Hot Shot Crews. Any bargaining unit employee may bid on a position; however, they must be deemed qualified and eligible in order to be considered

for selection. An employee on leave of absence is not considered eligible unless, upon acceptance of the position, the employee is able to commence performing the duties within ten (10) working days of being offered the position. The bid notice shall state the position classification, the shift, days off (or rotating days off where such exist), the work location and the rate of pay for such job. ...

G. Pre-Selection Background Checks and Drug Testing

The parties recognize that certain positions and/or agencies require pre-selection background checks and/or drug test. Employees who bid on such position and fail to pass a background check and/or drug test shall be disqualified for selection.

Section 3. Job Assignment

B. RC-10, 14, 28, 62 and 63

1) Those employees bidding for a position in a lower classification who are in a semi-automatic series, shall retain his/her current position classification unless additional training is required. If additional training is required, the employee shall serve a training period not to exceed ~~six (6)~~ four (4) months...

3) Where the introduction of substantially different technology or equipment to the work place would result in the significant alteration of duties for current employees, the assignments so created shall be posted and filled by seniority as under subsection (1) above.

Section 5. Promotion, Voluntary Reduction and Parallel Pay Grade Movement

A. RC-6, 9, 10, 14, 28, 62 and 63

2) Management will request whatever promotional lists are necessary to show the grades for all bidders from the work location. No selection will be made until the grades of all bidders have been received by management from the Department of Central Management Services. If the employee does not possess the appropriate grade, he/she shall apply for the grade during the posting period. Failure to submit a CMS-100B within the posting period shall result in the bidder being deemed ineligible.

7) A certified employee selected for voluntary reduction shall be certified in that position classification without serving a probationary period. A probationary employee who voluntarily reduces shall be certified by serving the balance of the probationary period.

8) A promoted employee or an employee selected from a parallel pay grade shall be returned to his/her former position classification (seniority permitting) any time during the certification period, which shall consist of four (4) months which may be by mutual agreement extended to six (6) months of continuous service except for employees promoted under a Trainee Agreement who shall serve the probationary period defined in the applicable Trainee Agreement, after such promotion or selection due to the inability to perform duties and responsibilities of the newly promoted position classification. In addition, an employee may voluntarily return to such position classification at his/her former step and creditable service date, seniority permitting, during the certification period, which shall consist of four (4) months which may be by mutual agreement

extended to six (6) months, if such return is to a permanent vacancy. Such movement supersedes all priorities listed in Section 2 of this Article. An employee who promotes or is selected from a parallel pay grade into a position classification in which he/she was previously certified shall be considered certified without serving a new certification period provided that the duties and responsibilities of the classification remain essentially unchanged. Employees promoting to a position not covered under this Agreement shall not be allowed to return to his/her previous position during the promotional probationary period, unless the Union signs a waiver allowing for the return...

B) RC-42 Only

2) Management will request whatever promotional lists are necessary to show the grades for all bidders from the work location. No selection will be made until the grades of all bidders have been received by management from the Department of Central Management Services. If the employee does not possess the appropriate grade, he/she shall apply for the grade during the posting period. Failure to submit a CMS-100B within the posting period shall result in the bidder being deemed ineligible.

6) A certified employee selected for voluntary reduction shall be certified in that position classification without serving a probationary period. A probationary employee who voluntarily reduces shall be certified by serving the balance of the probationary period.

7) A promoted employee shall be returned to his/her former position classification (seniority permitting) any time during the certification period, which shall consist of four (4) months which may be by mutual agreement extended to six (6) months, after such promotion due to the inability to perform duties and responsibilities of the newly promoted position classification. In addition, an employee may voluntarily return to such position classification at his/her former step and creditable service date, seniority permitting and excluding those selecting non-AFSCME represented positions, unless the Union signs a waiver allowing for the return, the certification period which shall consist of four (4) months which may be by mutual agreement extended to six (6) months after such promotion, if such return is to a permanent vacancy. Such movement supersedes all priorities listed in Section 2 of this Article. An employee who promotes or is selected from a parallel pay grade into a position classification in which he/she was previously certified shall be considered certified without serving a new certification period provided that the duties and responsibilities of the classification remain essentially unchanged. Employees promoting to a position not covered under this Agreement shall not be allowed to return to his/her previous position during the promotional probationary period, unless the Union signs a waiver allowing for the return...

Section 7. Transfers

A. RC-6, 9, 10, 14, 28, 62 and 63

An employee, except employees desiring to transfer who have not completed their original six (6) month probationary period, and for those Technical Advisor positions appointed by a Commissioner of the Illinois ~~Industrial~~ Workers' Compensation Commission, desiring to transfer to the same position classification, an equal or lower position in a classification in which an employee was previously certified, or a position lower in the series for which he/she is qualified, in a different work location shall file a request for transfer form, which shall be effective for two (2) years, with the appropriate personnel officer. A request for transfer form will be removed if the employee waives a job offer and would need to be resubmitted for future vacancies. In addition, an employee seeking a transfer to a clerical position must be previously certified in the

identified option or have passed the testing option within ten (10) working days of the Employer giving his/her notice of transfer consideration, unless the test is not reasonably available to the employee within such time frame. Employees may not transfer under this Section more than once every twenty-four (24) months. An employee transferring from one unit/work area of an Agency to another unit/work area shall be transferred in a timely manner. Those employees requesting and receiving a transfer for a position in a lower classification within their semi-automatic series shall retain his/her current position classification, unless additional training is required.

A transferred employee shall be returned to his/her former position (seniority permitting) any time during the first four (4) months of continuous service, after such transfer due to the inability to perform duties and responsibilities of the newly transferred position. In addition, an employee may voluntarily return to such position at his/her former work location, seniority permitting, during the first four (4) months of continuous service after the transfer if such return is to a permanent vacancy. Such movement supersedes all priorities listed in Section 2 of this Article ...

B. RC-42 Only

... A transferred employee shall be returned to his/her former position (seniority permitting) any time during the first four (4) months of continuous service, after such transfer due to the inability to perform duties and responsibilities of the newly transferred position. In addition, an employee may voluntarily return to such position at his/her former work location, seniority permitting, during the first four (4) months of continuous service after the transfer if such return is to a permanent vacancy. Such movement supersedes all priorities listed in Section 2 of this Article...

Section 9. Semi-Automatic In-Series Advancement

...Semi-automatic titles include, but are not limited to the following:

- Agricultural Land and Water Resources
 - Specialist I to II, II to III
- Bank Examiner I to II, II to III
- Chemist I to II
- Child Protection Associate Specialist to Child Protection Specialist
- Child Protection Specialist to Child Protection Advanced Specialist
- Child Welfare Associate Specialist to Child Welfare Specialist
- Child Welfare Specialist to Child Welfare Advanced Specialist
- Correctional Counselor I to II
- Corrections Food Service Supervisor I to II
- Corrections Leisure Activities Specialist I to II
- Corrections Parole Agent to Corrections Senior Parole Agent
- Corrections Supply Supervisor I to II
- Criminal Intelligence Analyst I to II
- Day Care Licensing Representative I to II
- Environmental Health Specialist I to II
- Environmental Protection Engineer I to II, II to III
- Environmental Protection Geologist I to II, II to III
- Environmental Protection Specialist I to II, II to III
- Financial Institutions Examiner I to II, II to III
- Forensic Scientist I to II, II to III
- Geographic Information Specialist I to II
- Information Service Specialist I to II

Human Services Grant Coordinator I to II
 Licensed Practical Nurse I to II
 Manpower Planner I to II
Office Aide to Office Clerk
 Rehabilitation Counselor Trainee to Rehabilitation
 Counselor to Rehabilitation Counselor Senior
Rehabilitation Case Coordinator I to II
 Revenue Auditor I to Revenue Auditor II
 Revenue Auditor II to Revenue Auditor III
 Revenue Collection Officer Trainee to Revenue
 Collection Officer I, I to II, II to III
 Revenue Special Agent Trainee to Revenue Special Agent
 Revenue Special Agent to Revenue Senior Special Agent
 Revenue Tax Specialist I to II
 Site Technician I to Site Technician II
Social Service Program Planner I to II, II to III
 Technical Advisor I to II (with law license)
 Weatherization Specialist I to II

~~Effective July 1, 2005~~

~~Chemist I to II~~
~~Geographic Information Specialist I to II~~
~~Office Aide to Office Clerk~~
~~Social Service Program Planner I to II, II to III~~

ARTICLE XX – Layoff

Section 2. General Procedures

e) No certified or probationary employee within a position classification within an appropriate organizational unit and work location shall be laid off until any temporary, provisional or emergency employee, within such position classification or in a position classification performing substantially similar duties as set forth in the laid off employee's position description is terminated noncertified ...

Section 4. Recall

a) (1) RC-6 and 9. When staffing is increased or permanent vacancies occur within a position classification or in a position classification lower in the series for titles that are listed under Article XIX, Section 9, employees laid off from such position classification, at the facility shall be recalled in accordance with seniority as defined in Article XVIII, Section 1; provided, however, when two or more facilities are within the same county, the recall list will be constituted by county and, thus, laid off employees from such facilities shall be recalled at any facility within said county in accordance with seniority as defined in Article XVIII, Section 1.

(2) RC-10, 14, 28, 42, 62 and 63. When staffing is increased or permanent vacancies occur within the position classification or in a position classification lower in the series

for titles that are listed under Article XIX, Section 9, affected employees in the employing unit shall be recalled in accordance with seniority as defined in Article XVIII, Section 1, provided, however, when two or more employing units are within the same county, the recall list will be constituted by county. For RC-10, 62 and 63, employees must be qualified to meet the specialized skill(s) of a position in order to be recalled to the position.

c) An employee laid off shall retain and accumulate seniority and continuous service during such layoff not to exceed three (3) years. Nothing herein shall prohibit the parties from extending such period upon mutual agreement.

d) A laid off employee who fails to respond within ten (10) work days of the recall, or upon acceptance fails to be available for work within five (5) calendar days, shall forfeit all recall rights, unless the employee provides good cause for not so reporting. Notice of recall shall be sent by regular mail to the last known address of the employee being recalled.

e) The employee's right to recall shall exist for a period of three (3) years from the date of layoff. Nothing herein shall prohibit the parties from extending such period upon mutual agreement.

Section 6. Industrial Workers' Compensation Commission Technical Advisors

a) An employee who is subject to layoff is defined as that employee who is scheduled to be laid off by the employing Agency or removed from his/her position, even though he/she still may be on the Agency's payroll. Industrial Workers' Compensation Technical Advisors who were appointed by a Commissioner and working for the Illinois Industrial Workers' Compensation Commission shall be considered employees subject to layoff when they are not reappointed by a newly appointed Commissioner of the Industrial Workers' Compensation Commission, or when their original appointment was made by a different Commissioner, and they may not replace other Technical Advisors working for the Industrial Workers' Compensation Commission who were appointed by a Commissioner nor are they subject to recall to Technical Advisor positions appointed by Commissioners of the Illinois Industrial Workers' Compensation Commission.

b) Technical Advisors working for the Industrial Workers' Compensation Commission not reappointed by a new Industrial Workers' Compensation Commission Commissioner shall not be subject to recall to an Industrial Workers' Compensation Commission Technical Advisor position appointed by a Commissioner of the Industrial Workers' Compensation Commission. Industrial Workers' Compensation Commission Technical Advisors shall be subject to recall rights pursuant to Section 4 of this Article to any other bargaining unit position other than a Technical Advisor position appointed by a Commissioner of the Illinois Industrial Workers' Compensation Commission.

c) A newly appointed Industrial Workers' Compensation Commission Commissioner shall have a period of up to six (6) months to evaluate a Technical Advisor appointed by a previously appointed Industrial Workers' Compensation Commission Commissioner without the Technical Advisor gaining job status rights as an appointee of the newly appointed Industrial Workers' Compensation Commission Commissioner. Retention beyond the six (6) months will be indicative of reappointment.

d) Industrial Workers' Compensation Commission Commissioners shall not be required to appoint Technical Advisors from a recall list to positions within the jurisdiction of the Industrial Workers' Compensation Commission Commissioner to appoint outside the parameters of the Personnel Code. Any other Technical Advisor position of the Industrial Workers' Compensation Commission covered under the jurisdiction of this bargaining unit shall be filled pursuant to the Agreement.

ARTICLE XXIII – Leaves of Absence

Section 4. Veterans' Leave

Leaves of absence shall be granted to employees who leave their positions and enter military service for five ~~four~~ (4 5) years or less (exclusive of any additional service imposed pursuant to law). An employee shall be restored to the same or a similar position on making an application to the Employer within ninety (90) days after separation from active duty or from hospitalization continuing after discharge for not more than one (1) year...

Section 14. Leave for Personal Business

A. All employees shall be permitted three (3) personal days off each calendar year with pay. Employees entitled to receive such leave who enter service during the year shall be given credit for such leave at the rate of one-half (1/2) day for each two (2) months' service for the calendar year in which hired. Such personal leave may not be used in increments of less than ~~two (2)~~ one-half (1/2) hours at a time. Supervisors may however, grant employee requests to use personal leave in increments of ~~one-half (1/2) hour~~ fifteen (15) minutes after a minimum use of one-half (1/2) hour. Except for those emergency situations which preclude the making of prior arrangements, such days (or hours) off shall be scheduled sufficiently in advance to be consistent with operating needs of the Employer...

Section 15. Sick Leave

A. ...For all bargaining units, supervisors may however, grant employee requests to use sick leave in increments of ~~one-half (1/2) hour~~ fifteen (15) minutes after a minimum use of one-half (1/2) hour. The Employer will not discipline an employee for legitimate use of sick days if taken within procedural guidelines...

...Abuse of sick time is the utilization of sick days for reasons other than those stated in the Collective Bargaining Agreement. Visits of ~~two (2)~~ four (4) days per year to a Veterans' hospital or clinic for examination needed because of military service connected disability shall be in pay status without charge to sick leave.

B. Guidelines on Proof Status. At the time an employee is placed on proof status, the Employer will submit to the employee, in writing, the reasons for placing the employee on proof status. The amount of usage of sick time alone shall not be the basis for placing an employee on proof status. Proper medical certification must contain the following elements:

- a. Signature, address, and phone number of the medical practitioner (or authorized designee)
- b. The pertinent date(s) in question of the illness or injury.
- c. An indication that the employee was unable to work on the date(s) in question for reasons of personal or family illness.
- d. The original medical statement must be submitted; if the employee needs a copy management will provide.

Notwithstanding the above, the Employer may accept an electronically generated statement with an electronic signature or a facsimile with cover page, as long as the necessary information is provided as set forth in (a), (b), (c) and (d).

An employee, not on proof status, who utilizes sick leave may, at the employee's discretion provide medical certification for any such absence and have such certification included in his/her supervisor's file. Absences for which medical certification has been provided shall not be a consideration in the determination of whether or not to place an employee on proof status.

Section 19. Service-Connected Injury and Illness

An employee who suffers an on-the-job injury or who contracts a service-connected disease, shall be allowed full pay during the first calendar week without utilization of any accumulated sick leave or other benefits. Thereafter, the employee shall be permitted to utilize accumulated sick leave. In the event such service-connected injury or illness becomes the subject of an award by the Industrial Workers' Compensation Commission, the employee shall restore to the State the dollar equivalent which duplicates payment received as sick leave days, and the employee's sick leave account shall be credited with the number of sick leave days used. An employee who suffers an on-the-job injury or who contracts a service-connected disease shall not be required to utilize any accumulated sick days prior to being granted an illness or injury leave under Section 21, below.

Section 25. Resolution of Leave Disputes

If a dispute is present regarding an employee's ability to perform his/her assigned duties, including light duty in agencies with such policies, the parties shall seek and rely on the decision of an impartial physician who is not a State employee. Any physician used in accordance with this Section must be mutually agreed to by the parties ~~and who is selected from a mutually agreed upon list maintained at the agency level...~~

...In the case of a dispute involving service connected injury or illness, no action shall be taken which is inconsistent with relevant law and/or regulations of the Illinois Industrial Workers' Compensation Commission. Such determination shall pertain solely to an employee's right to be placed on or continued on illness or injury leave, including service connected illness or injury leave.

Section 26. Maternity/Paternity Leave

All female bargaining unit members who show proof that they have received prenatal care in the first 20 weeks will be eligible for four (4) weeks (20 work days) paid maternity leave. Such proof shall be provided to the Employer no later than the 24th week of pregnancy. All male bargaining unit members who show proof that their spouses have received prenatal care in the first twenty weeks, with notification to the Employer within 24 weeks, will be eligible for ~~three~~ four (~~3~~ 4) weeks (~~15~~ 20 work days) of paid paternity leave. The State shall require proof of the birth, and marriage for a non-covered spouse. Maternity and/or paternity leave shall be limited to one (1) leave per family for each birth. Leaves under this Section shall also be granted in cases of a full term still born child.

All bargaining unit members are eligible for ~~three (3)~~ four (~~3~~ 4) weeks (~~15~~ 20 days) of paid leave with a new adoption, with the leave to commence when physical custody of the child has been granted to the member, provided that the member can show that the formal adoption process is underway. The agency personnel office must be notified, and the member must submit proof that the adoption has been initiated. Adoption leave shall be limited to one (1) leave per family per year.

ARTICLE XXV – Working Conditions, Safety and Health

Section 1. Safety and Health

... (vi) ~~Inadequate or insufficient ventilation for the performance of bargaining unit work (this reference does not prejudice in any way the issues of smoking and non-smoking).~~

Indoor Air Quality

(vii) Working conditions that are not ergonomically correct.

(viii) Unsafe vehicles

...Where a clear and present danger exists, the Union may grieve at any time at Step 3 4a).

In the event a grievance over this Section proceeds to Step 4b) of the grievance procedure, the arbitrator shall determine:

Section 3. Working Conditions

(iv) All work sites and vehicles shall be smoke-free. Where applicable, the parties shall negotiate smoking policies compliant with the Smoke Free Illinois Act (Public Act 95-0017), which may include smoke-free work places, through supplemental negotiations at the facility or agency level pursuant to the Memorandum of Understanding entitled Supplementary Agreements. In addition, at any time during the term of this agreement, either party may propose smoking policies at a work location or site, or changes to such policies in compliance with the Act, which may include smoke-free work places. The parties shall negotiate for ninety (90) days, at which time either party may move the issue

to arbitration pursuant to the Memorandum of Understanding entitled Special Grievances. The Arbitrator shall consider the reasonableness of each party's position.

Section 4. Meals

b) DOC/DJJ RC-6 Only:

(i) The present practice with regards to providing meals for employees in work release facilities shall continue. All ~~other~~ employees working in other Department of Corrections and Juvenile Justice facilities shall be entitled to at least one (1) free meal, provided by the Employer during the course of their normal shift hours.

Section 6. Privacy

Subject to security requirements the Employer shall respect the privacy of an employee's personal belongings. Consistent with applicable laws, the Employer retains the right to control or inspect property that it owns or maintains, including, but not limited to, items such as desks, lockers, desk and cabinet drawers, vehicles, and computers. In the event the Employer is inspecting property controlled by the Union, it shall do so in the presence of a Union representative.

Section 8. Communicable Disease

In cases of suspected exposure to TB, MRSA or Hepatitis B, the Employer shall offer free testing, shots and time off (as may be medically required) to DCFS, ~~and~~ DHS, DVA and IDOC/DJJ employees in the affected area.

Section 9. Equipment and Clothing

...Effective July 1, 2009, all Department of Veterans' Affairs bargaining unit employees required to wear scrubs and special shoes at their own expense shall receive a uniform allowance of \$500 per year.

Section 10. Computer Equipment/ Video Display Terminals /Cathode Ray Equipment

The Employer and the Union will attempt to keep current with monitoring studies and reports on the effects, if any, of computer equipment ~~video display terminals~~ and their setting affects on the health and safety of the operators. The parties also agree to summarize any relevant findings and disseminate them to user agencies and health and safety committees.

When an Agency purchases new office equipment utilized by personnel operating computer equipment ~~VDTs~~, it shall contain glare screens if necessary, chairs with adjustable heights and back rests, foot rests and adjustable tables for holding keyboards.

Pregnant employees and employees who are nursing and who regularly operate Video Display Terminals may, upon request, be permitted to adjust or otherwise change assignment, if such adjustment or change can reasonably be made and is consistent with the state's operating needs...

ARTICLE XXVII – Evaluations

Section 2. Written Evaluations

It is the intent of the Employer to conduct ongoing evaluations as provided in Section 1 above. However, the Employer shall prepare two (2) written evaluations on employees who are serving an original probation or a probation as a result of promotion - one evaluation at the midpoint of the probationary period and one two (2) weeks prior to the end point of such probation. In addition, the Employer may prepare periodic evaluations of ~~certified~~ employees.

Except where present practice provides otherwise, written evaluations shall be prepared by the Employee's supervisor who is outside the bargaining unit and/or an employee in the same or higher position classification which has historically performed such evaluation who either has first-hand knowledge of the employee's work or has discussed and received recommendations from someone who does. The evaluation shall be limited to the employee's performance of the duties assigned and factors related thereto. The evaluation shall be discussed with the employee, and the employee shall be given a copy immediately after completion and shall sign the evaluation as recognition of having read it. Such signature shall not constitute agreement with the evaluation. Upon an employee's request, the notation of discipline shall be corrected or amended in the performance evaluation, based upon any applicable grievance resolution. If a notation of discipline is included in a performance evaluation, which may be a copy of the actual discipline, it shall only be included on a separate sheet of paper and shall be removed consistent with the terms set forth in Article IX, Section 7.

ARTICLE XXVIII – Employee Development and Training

Section 1. Policy

~~A. RC 6, 9, 10, 14, 28, 42, 62 and 63.~~

The Employer and the Union recognize the need for the training and development of employees in order that services are efficiently and effectively provided and employees are afforded the opportunity to develop their skills and potential. In recognition of such principle the Employer shall ~~endeavor to provide~~ within a reasonable time frame employees with ~~reasonable orientation~~ appropriate training with respect to current procedures, forms, methods, techniques, materials and equipment normally used in such employees' work assignments and periodic changes therein, including where available and relevant to such work, procedural manuals. The Employer hereby subscribes to the principles of career ladders and promotions within its organization...

Section 2. Courses of Instruction

... The employing agency agrees to pay up to \$~~200~~ 300 for ADRC and Bar Association fees for Technical Advisors and Hearing Referees. All bargaining unit attorneys and educators shall as necessary attend required continuing education and/or certification classes or courses of instruction without loss of pay.

Section 6. Grades

In all cases where changes are made to a position classification that invalidate an employee's grade, the Employer shall notify all affected employees of their need to submit new promotional applications in order to obtain a new grade. If changes are made to the testing requirements that would invalidate an employee's grade upon expiration of the grade, the Employer shall notify all affected employees and the Union of the need to submit new applications in order to obtain a new grade and the reason(s) why the grade would be invalidated.

ARTICLE XXIX – Sub-Contracting

Section 2. Application

The Employer agrees that upon formal consideration to subcontract any work performed by bargaining unit employees, it shall:

- a) Provide reasonable advance notice, which shall not be less than forty-five (45) days, except in emergency situations, prior to the issuance of a request for services, in writing, to the Union.
- b) Meet with the Union prior to making a decision to contract for the purpose of discussing the reasons for its proposal. During this discussion, the Union will be provided all reasonably available and substantially pertinent information in conformance with all applicable laws and be granted reasonable requested opportunities to meet with the Agency for the purpose of reviewing the Employer's contemplated action and proposing alternatives to the contemplated sub-contract. In the event the Union does not seek to schedule a meeting or does not respond within thirty (30) days, the Employer's obligations under this paragraph shall be considered met.
- c) If the Employer decides to enter into the sub-contract, it will inform the Union of its decision.
- ed) When contemplated sub-contracting of bargaining unit work would subject an employee to layoff, the Employer shall provide the opportunity to the affected employees to fill existing equal rated permanent vacancies at the work location, other work locations of the agency, or other agencies, in that order...

ARTICLE XXX – Injury in Line of Duty

Section 1. Department of Corrections, Department of Juvenile Justice, Veterans' Affairs, and Human Services, Office of Mental Health and Developmental Disabilities, and Residential Schools within the Office of Rehabilitation Services

Whenever any employee of the Department of Corrections, Department of Juvenile Justice, Veterans' Affairs, or the Department of Human Services, Office of Mental Health and Developmental Disabilities, and Residential Schools within the Office of Rehabilitation Services, employed on a full-time or part-time basis suffers any injury in

the line of duty as a direct or indirect result of resident, student, or student violence which causes him/her to be unable to perform his/her duties, such employee shall continue to be paid on the same basis as he/she was paid before the injury, with no deduction from sick leave credits, compensatory time or overtime accumulated, vacation, or service credit with a public employees pension fund during the time he/she is unable to perform his/her duties due to the result of the injury but no longer than one (1) year in relation to the same injury and all applicable benefits shall continue during such period as if he/she were at work...

ARTICLE XXXI – Miscellaneous Provisions

Section 14. Docking

The amount of salary deducted from an employee whose daily salary is docked shall be pursuant to 80 Il. Admin. Code 310.70 (b c).

Section 15. Fitness for Duty

In accordance with current practices, wWhen the Employer has reason to suspect that an employee is not fit for duty and has requested a fitness for duty evaluation which determines the employee is unfit for duty and the employee's physician...

Section 16. Payroll Errors

When errors are made which result in a significant reduction in an employee's pay, the Employer, when possible, will submit the required documentation to the Comptroller's Office within forty-eight (48) hours after the error is documented to and verified by payroll.

Section 17. Calculation of BackPay

When an employee is off work without pay for any period, and becomes eligible for backpay, and there is a requirement that the backpay be offset by income received, the following shall apply:

a) Where the employee received unemployment compensation for any period for which the employee becomes eligible for backpay, the Employer shall make a backpay check payable jointly to the employee and the Illinois Department of Employment Security for such time period which the employee received benefits pursuant to the Unemployment Insurance Act. A separate check shall be issued to the employee for the time period when there is not unemployment compensation, but backpay is awarded.

b) Only interim earnings based upon the same number of hours as would have been available at the employee's State job, based upon the employee's regular schedule, may be offset against gross backpay.

c) The burden of proof, to submit to the Employer the exact dollar amount and hours of outside wages earned during the dates of the backpay claim, lies with the employee. If the specific information is not submitted, the Employer shall deduct all outside wages earned during the period of the backpay claim.

ARTICLE XXXII – Wages and Other Pay Provisions

Section 3. Shift Differential

Employees shall be paid a shift differential of ~~52~~ 67 cents per hour in addition to their base salary rate for all hours worked if their normal work schedule for that day provides that they are scheduled to work and they work half or more of such work hours before 7 a.m. or after 3 p.m. Such payment shall be for all paid time.

Effective ~~July January 1, 2001~~ 2009, employees shall be paid a shift differential of ~~57~~ 75 cents per hour in addition to their base salary based on the above criteria.

Effective July 1, ~~2002~~ 2009, employees shall be paid a shift differential of ~~62~~ 80 cents per hour in addition to their base salary based on the above criteria.

~~Effective July 1, 2003, employees shall be paid a shift differential of 67 cents per hour in addition to their base salary based on the above criteria...~~

Section 4. Steps

... Effective July 1, 2009, Step 1c shall be eliminated. All employees on Step 1c shall be placed on Step 1b without a change in creditable service date.

Effective July 1, 2010, Step 1b shall be eliminated. All employees on Step 1b shall be placed on Step 1a without a change in creditable service date.

Effective July 1, 2011, Step 1a shall be eliminated. All employees on Step 1a shall be placed on Step 1 without a change in creditable service date.

Section 6. General Increases

a) ~~Pursuant to the terms set forth in Article XIII, Section 3, Effective January 1, 2005~~ 2009, the pay rates for all bargaining unit classifications and steps shall be increased by ~~2.00~~ 1.50% for employees on the standard pension formula and ~~2.75~~ 2.00% for employees on the alternative pension formula, which rates are set out in Schedule A.

b) Effective July 1, ~~2005~~ 2009, the pay rates for all bargaining unit classifications and steps shall be increased by ~~2.00~~ 2.50%, which rates are set out in Schedule A.

c) ~~Pursuant to the terms set forth in Article XIII, Section 3, Effective January 1, 2006~~ 2010, the pay rates for all bargaining unit classifications and steps shall be increased by ~~3.00~~ 2.00% for employees on the standard pension formula and ~~3.75~~ 2.00% for employees on the alternative pension formula, which rates are set out in Schedule A.

d) Effective July 1, ~~2006~~ 2010, the pay rates for all bargaining unit classifications and steps shall be increased by ~~3.00~~ 2.00%, which rates are set out in Schedule A.

e) Effective January 1, ~~2007~~ 2011, the pay rates for all bargaining unit classifications and steps shall be increased by ~~1.00~~ 2.00%, which rates are set out in Schedule A.

f) Effective July 1, ~~2007~~ 2011, the pay rates for all bargaining unit classifications and steps shall be increased by ~~3.00~~ 4.00%, which rates are set out in Schedule A.

g) Effective January 1, ~~2008~~ 2012, the pay rates for all bargaining unit classifications and steps shall be increased by ~~3.00~~ 1.25%, which rates are set out in Schedule A.

~~h) Effective July 1, 1994, the Step 7 rate shall be increased by \$25.00 per month for those employees who attain ten (10) years of continuous service and have three (3) or more years of creditable service on Step 7 in the same or higher pay grade on or before January 1, 2002. For those employees who attain fifteen (15) years of continuous service and have three (3) or more years of creditable service on Step 7 in the same or higher pay grade on or before January 1, 2002, the Step 7 rate shall be increased by \$50.00 per month.~~

Effective January 1, 2002, the Step 8 rate shall be increased by \$25.00 per month for those employees who attain ten (10) years of continuous service and have three (3) or more years of creditable service on Step 7 in the same or higher pay grade on or before January 1, 2002. For those employees who attain fifteen (15) years of continuous service and have three (3) or more years of creditable service on Step 7 in the same or higher pay grade on or before January 1, 2002, the Step 8 rate shall be increased by \$50.00 per month.

For employees not eligible for longevity pay on or before January 1, 2002, the Step 8 rate shall be increased by \$25.00 per month for those employees who attain ten (10) years of continuous service and have three (3) or more years of creditable service on Step 8 in the same or higher pay grade. For those employees who attain fifteen (15) years of continuous service and have three (3) or more years of creditable service on Step 8 in the same or higher pay grade, the Step 8 rate shall be increased by \$50.00 per month.

Effective July 1, 2010, the Step 8 rate shall be increased by \$50.00 per month for those employees who attain ten (10) years of continuous service and have three (3) or more years of creditable service on Step 8 in the same or higher pay grade on or before January 1, 2002. For those employees who attain fifteen (15) years of continuous service and have three (3) or more years of creditable service on Step 8 in the same or higher pay grade on or before July 1, 2010, the Step 8 rate shall be increased by \$75.00 per month.

Section 8. Classifications/Upgrades

Effective July 1, ~~2004~~ 2010, the salaries for the following titles shall each be upgraded one pay grade:

~~Day Care Licensing Representative I~~ Clinical Laboratory Associate
~~Day Care Licensing Representative II~~ Corrections Laundry Manager
~~Hearing Referees~~ Dental Assistant
~~Hearing Referees—Intermittent~~ Dental Hygienist
~~Metrologist Associate~~ Emergency Response Lead Telecommunicator
Emergency Response Telecommunicator
Environmental Protection Geologist I, II, and III
School Psychologist

Effective July 1, ~~2005~~ 2011, the salaries for the following titles shall each be upgraded one pay grade:

~~Aircraft Pilot II, Option C~~ Social Worker I, II, III, and IV
~~Flight Safety Coordinator~~
~~Licensed Practical Nurse I~~
~~Licensed Practical Nurse II~~
~~Physical Therapy Aide I~~
~~Physical Therapy Aide II~~
~~Rehabilitation Case Coordinator I~~
~~Rehabilitation Case Coordinator II~~

Effective July 1, ~~2006~~, the salaries for the following titles shall each be upgraded one pay grade:

~~Corrections Residence Counselor~~
~~Disability Claims Analyst~~
~~Human Rights Investigator I~~
~~Human Rights Investigator II~~
~~Human Rights Investigator III~~

ARTICLE XXXV – Termination

This Agreement shall be effective ~~July 1, 2004~~ September 5, 2008, and shall continue in full force and effect until midnight June 30, ~~2008~~ 2012, and thereafter from year to year, unless not more than 180 days, but not less than 60 days prior to June 30, ~~2004~~ 2012, or any subsequent June 30, either party gives written notice to the other of its intention to amend or terminate this Agreement.

Memoranda of Understanding/Side Letters

Affirmative Attendance Policy MOU

1. The Employer recognizes that personal problems may affect employee attendance and encourages utilization of the Personal Support Program.
2. Unauthorized absences shall be those absences for which time is not approved. The threshold between late arrival and unauthorized absence is one hour after the starting time. Although tardiness is not considered an unauthorized absence under this agreement, employees are expected to report to work on time each day as scheduled. Any negotiated tardiness policies shall remain in full force and effect during the life of the Master Agreement unless otherwise negotiated by the parties.

Where current practices exist, any unauthorized absence which is less than a ½ day will be treated under Article IX of the Master Contract as misuse of time inclusive of all other time related infractions (including late arrival, extended breaks and lunch hours, leaving work without authorization, etc.) as one progressive and corrective disciplinary track. However, such absences shall not be subject to #9 of this agreement.

3. Authorized dock time shall be granted when sick time has been exhausted if proper medical certification is provided within three (3) work days. It is the employee's responsibility to provide medical certification to their supervisor. Documents that do not contain the necessary elements will not be accepted and the employee will be so notified. The absences shall be considered unauthorized if acceptable certification is not subsequently provided within five (5) work days.

Proper medical certification must contain the following elements:

- a) Signature, address, and phone number of the medical practitioner (or the authorized designee);
- b) The pertinent dates in question of the illness or injury;
- c) An Indication that the employee was unable to work on the date(s) in question for the reasons of personal or family illness;
- d) The original medical statement; if the employee needs a copy management will provide.

Notwithstanding the above, the Employer may accept an electronically generated statement with an electronic signature or a facsimile with cover page, as long as the necessary information is provided as set forth in 3(a), (b), (c) and (d).

Vacation, holiday, compensatory and personal business time shall be requested in advance, except in emergency situations and as set forth in Paragraph #5. If no personal business, vacation, holiday or compensatory time is available, authorized dock time shall be approved for emergency situations, subject to verification of the emergency situation.

4. Authorized dock time under these circumstances is limited to five (5) days within a twelve (12) month period, unless approval for more time is granted by the authorizing supervisor. Employees who have used all allowable authorized dock time shall be informed of their right to apply for an appropriate leave of absence. Employees who have been on proof status within the previous three (3) months shall have no right to authorized dock time.
5. All employees' requests for benefit time usage must be supported by a request for time off form submitted by the employee. In accordance with agency practice, requests for available benefit time other than unscheduled sick leave, emergency personal business and inclement weather situations, shall be made reasonably in advance, in writing, using the proper form. Consideration of such requests shall be in accordance with the Master Agreement.

Where current practices exist, same day call-in requests for vacation, compensatory, and holiday time shall be made only when it is not possible to request such time in advance and in writing using the appropriate form. When an employee is claiming that it is not possible to request the vacation, compensatory

or holiday time reasonably in advance in writing, the Employer has the right to inquire as to why it was not possible, although such inquiry may only be made when reasonable grounds exist to suggest abuse. Same day call-in requests for vacation, compensatory or holiday time shall not be denied unless a bona fide operating need exists to do so. Under no circumstances will such request be denied solely because a request is called-in on the day requested. The form must be provided to the supervisor no later than two (2) of the employee's workdays after the employee's return from the absence.

Supervisors must ensure that the form is readily available to the employee. Failure of the employee to provide this form may result in the absence being considered unauthorized, and the employee may be docked and disciplinary referral may be initiated. If the employee subsequently submits the form within two (2) of the employee's workdays after notification of being docked, the determination of an unauthorized absence shall be corrected.

6. Supervisors must process all completed forms generated from call-ins within five (5) calendar days of submission, either approving or disapproving the request.
7. As long as the employee meets the applicable Leave of Absence requirements, the Employer will approve leave for the time frame documented, including request for short-term leaves.

It is the employee's responsibility to provide proper medical certification to their supervisor. Documents that do not contain the necessary elements will not be accepted and the employee will be so notified. The absences shall be considered unauthorized if acceptable certification is not subsequently provided within five (5) workdays. Proper medical certification must contain the following elements:

- a. Signature, address, and phone number of the medical practitioner (or authorized designee)
- b. The pertinent date(s) in question of the illness or injury.
- c. An indication that the employee was unable to work on the date(s) in question for reasons of personal or family illness.
- d. The original medical statement must be submitted; if the employee needs a copy management will provide.

Notwithstanding the above, the Employer may accept an electronically generated statement with an electronic signature or a facsimile with cover page, as long as the necessary information is provided as set forth in 7(a), (b), (c) and (d).

8. Unauthorized absences shall be subject to the following corrective and progressive disciplinary action:

A.

<u>Occurrence</u>	<u>Unauthorized absence with call-in</u>
-------------------	--

<u>1st</u>	<u>Counseling</u>
<u>2nd</u>	<u>Oral reprimand</u>
<u>3rd</u>	<u>Written reprimand</u>
<u>4th</u>	<u>2nd Written reprimand</u>
<u>5th</u>	<u>1 day suspension</u>
<u>6th</u>	<u>3 day suspension</u>
<u>7th</u>	<u>5 day suspension</u>
<u>8th</u>	<u>7 day suspension</u>
<u>9th</u>	<u>10 day suspension</u>
<u>10th</u>	<u>15 day suspension</u>
<u>11th</u>	<u>20 day suspension</u>
<u>12th</u>	<u>Discharge</u>

- B. Each day of unauthorized absence shall be considered a separate offense for the purposes of progressive discipline.
- C. Each day of unauthorized absence without a call-in shall be considered as two offenses, and appropriate progressive discipline shall be administrated pursuant to Paragraph 8.A. above.

Under this Affirmative Attendance Agreement, except for the last offense before discharge, no employee will serve any suspension time. Employees will be given the usual notice of a suspension but will be expected to report to work and lose no wages. An employee will only serve five (5) days of actual suspension time for the last offense prior to discharge.

D. The parties agree that this section does not alter the provision in Article IX of the Master Agreement regarding discharge for five (5) consecutive days of unauthorized absence with no call-in (XA).

9. Discipline will be considered timely and progressive based on a rolling 24-month period. If the last disciplinary action is more than 24 months old, the progression will start over.
10. Employees not covered by an Affirmative Attendance Agreement prior to the effective date of this agreement shall be considered to have committed no offense. Employees, who have discipline under a prior Affirmative Attendance Policy, shall be placed on the closest step of the discipline track for the same offense that does not represent an increase in the level of discipline.
11. The Employer recognizes that personal problems may affect the attendance of employees. Upon request by the local Union president or designee, employees will be afforded a joint Union/Management consultation at the last suspension prior to discharge. The purpose of such consultations will be to provide guidance and counseling to the employee as to the need for their services, the consequences of continued unauthorized absences, the ability of services for problems,

specifically including PSP, which may be identified and the ability to request a leave of absence.

After training materials have been distributed to those Agencies previously not covered under an Affirmative Attendance Policy, the Employer will start the Affirmative Attendance Policy. Additionally, Agencies and the Union shall establish joint training program presentations in those Agencies previously not covered under an Affirmative Attendance Policy at the request of either party. In the event a training program is presented, the Employer will initiate the Affirmative Attendance Policy within one month upon completion of the presentation.

12. This agreement supersedes any other agreement(s) on this issue.

Light Duty MOU

Agencies (The Departments of Corrections, Juvenile Justice, Human Services, Natural Resources, Veterans Affairs and the Illinois State Police) who have light duty policies in effect July 1, 2008 shall have such policies and practices continue, and such policies and practices shall not be affected by the policies set forth herein. Agencies without existing light duty policies, or policies which do not extend to all its employees, or to non-service connected illness or injury shall be governed by the policy set forth below.

An employee who has suffered a service connected injury or illness, or who is unable to perform his/her regular duties for a period of more than sixty (60) calendar days, shall be assigned to light duty provided the Employer determines that a suitable light duty assignment is available. Such determination shall not be arbitrary or capricious. However, by mutual agreement an agency and the Union may agree to a shorter time frame for eligibility subject to the approval of the Department of Central Management Services. Light duty assignments shall be subject to the following provisions:

1. Employees shall be assigned to light duty provided that the treating physician indicates in writing that the employee is capable of returning to work and performing light duty and will likely be able to return to full duties within 120 days of the employee's evaluation.
2. Employees on light duty on the effective date of this agreement may continue performing light duties consistent with this policy if their doctor indicates in writing that they will likely be able to return to full duties within 120 days.
3. If at the end of a 120 day period; an employee, in the opinion of the treating physician, is not capable of performing full duties, he/she shall continue on light duty with the approval of the treating physician for a period of thirty (30) days.
4. Up to two (2) additional thirty (30) day extensions shall be granted if necessary, but in no instance shall an employee be permitted to remain on light duty more than two

hundred ten (210) days, except for that period of time which preceded the date of this agreement.

5. A task force composed of up to three (3) union and three (3) management representatives is hereby established in each agency to develop a list of tasks that employees on light duty may be required to perform except that in agencies with 24 hour facilities, such task force shall be on a facility basis at the request of either party. At the request of either party, a statewide task force comprised of up to three (3) union and three (3) management representatives shall also be established.
6. Prior to assignment on light duty, the union, management, and the employee shall meet to discuss the employee's assignment. Such assignments shall be made within the limitations set by the treating physician.
7. If management desires to change an employee's light duty tasks, it shall again meet with the employee and the union representative to repeat the process herein as set forth in #6.
8. In the case of a dispute between management and the union, the Union and the affected employee retain the right to grieve the assignment.
9. Any change in work schedule (shift or days off) will only be done by agreement with the Union and the Employer.
10. The employee shall receive his/her base rate of pay and benefits consistent with his/her classification.
11. Current practices regarding an employee on light duty being counted or not counted as part of a staffing minimum shall continue.
12. Employees on light duty shall not be in an overtime rotation unit, shall not be mandated to work overtime, and shall not be permitted to volunteer for overtime assignments, unless mutually agreed otherwise at the agency level.
13. The Union may initiate an expedited grievance at the Agency level over any violation of this policy.
14. In no case shall an employee be placed in an area that will pose health or safety risks to the employee or other staff.
15. If an employee is assigned a task beyond the limitations set by the treating physician, the employee shall have the right to refuse such task.
16. Light duty assignments shall be temporary in a nature and shall not be considered permanent vacancies as set forth in Article XIX.

17. In the event that there are less light duty assignments available than employees who are eligible, first priority shall be given to employees with service connected illness or injury. However, no employee shall be removed from light duty in order to give priority to an employee with a service connected illness or injury.
18. Employees do not waive any rights to Worker's Compensation benefits by participating in the program.

ISP Addendum to Light Duty Side Letter

The following language shall be added to the "Illinois State Police Directive Per-038, Medical Duty and the Medical review Board" as follows:

IV. Procedures

IV.A. Medical Duty Assignment

IV.A.1. discussion and determination of a medical duty assignment will be accomplished by:

IV.A.1.a. the Medical Liaison;

IV.A.1.b. the employee

IV.A.1.c. the employee's District/Zone Commander/Bureau Chief/Laboratory Directors;

IV.A.1.d. the appropriate Colonel, or designee, and

IV.A.1.e. the employee's designated Union representative.

Activity Therapy Associates Side Letter

~~It is agreed between the Employer and the Union that the position classification of "Activity Therapy Associate" shall be deleted from Schedule "A" of the contract and shall not be utilized by the Department of Mental Health and Developmental Disabilities and the Department of Children and Family Services.~~

- ~~1. All employees in the Activity Therapy Associate classification (at work, on leave, on layoff) shall be transferred to the Mental Health Technician V classification. The intent of these transfers to the Mental Health Technician V classification is Pro Forma only and subject to these provisions.~~
- ~~2. The duties and responsibilities of these employees are not to be changed as a direct result of the position title change; however, changes can be made in those situations related to programmatic needs providing provisions of the RC 9 Contract are followed.~~
- ~~3. Technician V (Activities) employees transferred shall be considered separate from other Technician V's in exercising the seniority provisions of the Agreement. Shift, schedule or assignment preference should be handled~~

~~within the group of employees concerned (i.e., a Technician V, formerly an ATA, shall not be allowed to bump a Technician V not in activities and vice versa). Overtime assignments should be handled in the same way.~~

- ~~4. The schedule in the supplementary agreements with regards to starting and quitting times, days off, etc., for former ATA's shall remain as negotiated for Activity Therapy Associates unless program responsibilities require such and then only in accordance with the provisions of the contract.~~
- ~~5. Regular Technician training shall not be required of former ATA's unless he/she is to be removed from activities in accordance with the provisions of the Contract.~~

AFSCME Benefits Trust Side Letter

The Employer shall make payable to the AFSCME Benefits Trust an amount equal to ~~\$27.00~~ \$32.00 per employee each fiscal year for purposes of administering an EAP program for employees the Union represents.

~~For FY 2007 2009, the funding shall be increased to \$29.00 32.00 per employee. For FY 2010, the funding shall be increased to \$33.00 per employee. For FY 2011, the funding shall be increased to \$34.00 per employee. For FY 2012, the funding shall be increased to \$35.00 per employee. Prior to July 1, 2007, either party may reopen the negotiations for the sole purpose of determining the amount of increased funding, if any, for the FY 2008 PSP allocation...~~

Alternate Work Schedules/Telecommuting MOU

The parties understand the positive benefits that alternate work schedules and telecommuting have for employees. Therefore, the parties agree that no later than January 31, 2009, upon request of the Union, an agency shall meet to determine which position classifications may be eligible to participate in alternative work schedules (nine-day or four-day work schedules/job sharing) and/or telecommuting. If the agency determines its own needs may appropriately be met by allowing an employee(s) the opportunity to have an alternative work schedule or to telecommute, the Employer shall grant the request(s). Such determination shall not be arbitrary or capricious.

Where more employees request the opportunity to have an alternative work schedule or to telecommute than positions available, the employee who demonstrates the greatest personal need shall have preference. Should these employees display the same or similar personal need(s), it shall be granted to the most senior employee.

Appendix A, Section 12 Side Letter

~~It is the intent of the parties that effective July 1, 2004 all employees who on July 1, 2004 were in layoff status and were receiving the six (6) month insurance benefit set forth in~~

~~the July 1, 2000 through June 30, 2004 collective bargaining agreement shall receive the increased layoff insurance benefit set forth in the July 1, 2004 through June 30, 2008 collective bargaining agreement.~~

Article XX, Section 2(e) MOU

The parties agree that the intent of Article XX, Section 2 (e), Layoff - General Procedures, is that temporary, provisional, and emergency employees, inside or outside the organizational unit but in the work location, in the same position classification as an employee subject to layoff or in a position classification performing substantially similar duties as set forth in the laid off employee's position description, shall be terminated non-certified only if a certified or probationary employee subject to layoff elects to and is qualified to perform the duties of a temporary, provisional or emergency employee. The certified or probationary employee shall perform the duties for the remainder of the temporary, provisional or emergency appointment. Upon completion of that time frame, such employee may be considered laid off and shall have recall rights as set forth in Article XX, Section 4, Recall. ...

In the event there are additional temporary, emergency or provisional appointments remaining within the agency beyond that provided herein, the parties shall meet to discuss additional opportunities for placement in the remaining appointment(s) performing same or similar duties for the employee(s) subject to layoff which shall be implemented upon mutual agreement.

Article XX, Section 4 Side Letter

~~It is the intent of the parties that all employees in layoff status on July 1, 2004 shall receive the recall rights set forth in the July 1, 2004 through June 30, 2008 collective bargaining agreement~~

Commercial Driver's License MOU

Employees may only be required to possess a commercial driver's license if it is required by the classification specification, or if it is a bona fide requirement in the job description. Employees whose position requires possession of a commercial driver's license or who the Employer requires to operate a vehicle requiring a commercial driver's license pursuant to the Commercial Motor Vehicle Safety Act shall be provided reasonable time off without loss of pay to participate in training the employee might need to prepare for passage of the commercial driver's test and to take the test itself. The Employer shall allow the use of an available truck or bus for the driving portion of the initial or renewal of a CDL license at the nearest testing facility to the employee's work site, with supervisory approval. Such use shall be only for an initial or renewal test and not as a result of a failed test.

...Employees who are not permitted by law to operate their assigned vehicle because of their failure to pass the commercial driver's exam shall be considered as subject to layoff

for the purposes of exercising transfer or voluntary reduction rights pursuant to Article XX, Section 3j or 3k of the Master Agreement, but shall not be entitled to rights pursuant to Article XX, Section 3a through 3i.

Employees who are unable to exercise rights under Article XX, Section 3j or 3k of the Master Agreement shall be terminated and entitled to recall, only if they possess the necessary driver's license, or to a position in which previously certified, for a period not to exceed two years. It shall be the employees' obligation to inform the Employer that they have received the license.

Classification Study Side Letter

The Employer shall ~~begin~~ complete a classification study ~~prior to~~ by January 1, ~~2006~~ 2010 for the following ~~titles~~:

~~Accountant and Accountant Advanced in the Department of Transportation's Motor Fuel Unit~~ Health Care and Family Services/Child Support Division
~~Office Assistants and Office Associates (Timekeeping and Payroll)~~
~~Social Worker III (Forensic)~~

The Employer shall ~~begin~~ complete a classification study ~~prior to~~ by January 1, ~~2006~~ 2009 to research the feasibility of ~~semi-automatic advancement~~ promotional bridges for the ~~Office Assistant to Office Associate~~. following:

Corrections Identification Technician in-series with B of I Supervisor
Corrections Food Service Supervisor III in-series with Corrections Food Service Supervisor I and II
Corrections Supply Supervisor III in-series with Corrections Supply Supervisor I and II
Correction Laundry Manager II in-series with Corrections Laundry Manager I

Ground Rules Side Letter

No later than ninety (90) days after the effective date of this Agreement, the parties shall meet to revise ground rules covering expedited arbitrations.

HB 5011 Side Letter

The Employer agrees to support HB 5011 or similar legislation which will permit employees purchasing pension credit time to be credited with the salary upon which pension payments are made.

ISD and ISVI In-Service Days for Residential Care Workers and Dietary Support Service Workers

... Effective July 1, 2010, voluntary in-service training days for Dietary Support Service Workers and Residential Care Workers at ISVI and ISD shall increased by two (2) days...

Non-Code Employees MOU

Positions exempt or partially exempt from the Personnel Code due to the scientific, technical or engineering nature of the duties or as set forth in the Illinois Horse Racing Act of 1975 (230 ILCS 5 et. seq.), as determined by statute, that are included in a classification covered by the Master Collective Bargaining Agreement shall be subject to the provisions of the Master Agreement...

...However for Layoff purposes only, a non-code employee shall be offered a vacant code position for which he/she is qualified and eligible to avoid layoff in his/her employing agency pursuant to Article XX, Section 3 (j) or any other agency pursuant to Article XX, Section 3 (k). Such employee must meet the minimum qualifications for the vacancy as determined by the Department of Central Management Services. For the period a non-code employee is on a recall list, a non-code employee shall have rights to bid on his/her agency's code positions pursuant to the Intra-Agency Transfer on Recall as set forth in Article XIX provided the employee receives an "A or B" open competitive grade for the classification for which the vacancy exists as determined by the Department of Central Management Services. The non-code employee shall serve the appropriate probationary period or established trainee program period pursuant to the appropriate trainee agreement.

Out of State Revenue Auditors and Revenue Auditor Supervisors

Effective July 1, 2009, the higher rate allotted to those employees living in California or New Jersey shall be allotted to those employees living or working in California or New Jersey.

Outside Labor Disputes Side Letter

If there is a threatened or actual labor dispute at a non-State facility, upon request of the Union, the Union and the Employer shall meet within twenty-four (24) hours of the request for the purpose of attempting to resolve issues relating to the labor dispute. Communication to State employees that may be affected by said labor dispute shall be coordinated by the Department of Central Management Services and shall be discussed with the Union prior to communicating with the employees.

Part-time Site Technicians I and II and Natural Resources Technician I and II Side Letter

Site Technician I and II positions where the employees work more than 50% shall be converted to full-time positions.

Effective July 1, 2009, Natural Resources Technician I and II positions where the employees work more than 50% shall be converted to full-time positions.

PSA Temporary Assignment Time Limits Extension Side Letter

From July 1, 2008 through June 30, 2010, notwithstanding the provisions of Article XIV, Section 3, the Employer may temporarily assign a Public Service Administrator to a

position which is not a part of any bargaining unit without regard to the time limits set forth therein. The two (2) year timeframe shall also commence upon date of certification for any additional Public Service Administrators accreted into a bargaining unit covered under this Agreement, provided however this side letter shall expire not later than June 30, 2011 unless the parties mutually agree otherwise.

Red-Circling, Pay on Promotions Side Letter

... In the event an employee accepts a voluntary reduction to a trainee classification with an in-hire rate, the employee shall receive the higher amount of either the in-hire rate or the red-circled rate.

Upon completion of a trainee period, a red-circled employee (who voluntarily reduced to a trainee position) who promotes to a targeted title shall be placed on a step that results in a minimum one dollar increase based on the difference between the two steps, which the red-circled rate is between, added to the red-circled rate.

Sick Leave Bank MOU

- 2) The definition of catastrophic or severe illness or injury shall be as follows: Sick Leave Banks are intended to cover temporarily disabled or incapacitated employees or members of the immediate family as defined herein and who are temporarily disabled or incapacitated due to, but not limited to, cancer, heart disease or stroke or with a serious illness or injury which would result in an employee missing more than 25 work days. Employees who have returned to work and have been treated for an illness or injury that meets the above definition shall also be allowed access to the Sick Leave Bank. Documentation of such illness or injury shall be consistent with applicable rules and/or contractual provisions.
- 3) Employees may use 25 work days from the sick leave bank per twelve (12) month period calendar year.
- 6) Employees may voluntarily enroll at any time pursuant to #4 and #5 above but must wait ~~30 calendar days during the initiation of this program and~~ 60 calendar days thereafter before utilizing the sick leave bank.

Sick Leave RC 6-9 MOU

~~In light of the Sick Leave Policy issued December 13, 1979, by the Director William Boys which clearly indicates sick leave is not to be used to compensate for tardiness and absenteeism, the parties agree that employees in the RC 6 and 9 bargaining units may use sick leave in one (1) hour increments in those instances when an illness occurs after the beginning of the employee's designated starting time during a portion of the work day.~~

~~In all other instances, sick leave shall be used in accordance with Article 23, Section 15, of the master collective bargaining agreement.~~

Smoking Policies MOU

This Agreement establishes a framework for the negotiation of smoking policies in Supplemental Agreements between the parties ~~concerning smoking policies and smoke-free workplaces~~ pursuant to Article XXV, Section 3 of the Master Agreement.

~~1. The Employer and the Union encourage employees, both smokers and non-smokers, to exercise courtesy with respect to individual smoking/non-smoking preferences in the work place.~~

21. By prior agreement, the parties recognize the value to employees of smoking cessation programs and the treatment reimbursement through health insurance. The Agency shall give due consideration to providing the cost for cessation programs for employees who are participating. However, no supplemental agreement or policies shall contain provisions to compel smokers to quit. Such programs shall be by voluntary participation.

32. The parties are committed to identifying and working to eliminate unhealthy working conditions which may exist given due consideration to the nature and requirements of the respective work locations. This commitment includes minimizing the harmful effects that smoking produces.

43. The designation of smoking areas, if any, will be resolved at the work site level within a given Agency respecting the preference of both non-smokers and smokers, through discussions between the Employer and the Union. The following guidelines will be applied:

In accordance with the Illinois Smoke Free Act, the parties agree, that effective January 1, 2008:

(a) Smoking is prohibited in all State of Illinois facilities, buildings, or other structures and vehicles in accordance with the Illinois Smoke Free Act ~~Private offices and offices, work areas, and other sites where space is shared, shall be non-smoking areas.~~

(b) In the event that provisions contained in the Supplemental Agreements conflict the Illinois Smoke Free Act, such provisions shall not enforceable ~~In conference rooms and classrooms, smoking is prohibited. Breaks and appropriate access to smoking areas may be scheduled to accommodate the wishes of smokers.~~

(c) Supplemental Agreements shall be reopened, upon request, for the limited purpose of negotiating over the impact of the Act on any existing provisions of the Supplemental Agreement ~~In cafeterias, dining areas, and employee lounges, smoking should not be permitted unless designated as a smoking area by supplemental agreement.~~

~~(d) Recognizing the goals of these policies, it is the intent of the parties that the established restrictions also be applied to the public and/or clients.~~

54. In those situations where inadequate ventilation in designated smoking areas cause smoke pollution detrimental to the health of employees, the Employer shall explore ventilation solutions and implement such where feasible and within agency budgetary limitations.

65. Once a Smoking Policy Agreement has been established, it must be approved by CMS and AFSCME Council 31 to insure compliance with this policy and the Master Agreement. ~~It is the intent of the parties that there be a joint, periodic review of established policies. An employee survey form, designed after it is discussed by the parties, may be used by an Agency desiring to collect employee statistics and data for the analysis of smoking issues. Such survey data shall be furnished to the Union.~~

Special Grievances MOU

l) Discharge, Suspensions Pending Judicial Verdict, Demotion, Geographical Transfer, Salary Grade and Layoff.

Appeals of discharges, demotions, geographical transfers, salary grade and layoffs shall be filed as a written grievance at a special Step 3 meeting with the agency head or designee within ~~ten (10)~~ fifteen (15) working days of becoming aware of such action...

Supplementary Agreements MOU

(j) Travel Policies

(k) Electronic Union bulletin boards

(l) Notice for job descriptions of abolished positions

(m) Shift assignment after returning from leave (RC-9 Only)

(n) Cellular Phones (DCFS Only)

Trainee Titles MOU

2. Be appointed as a union steward or representative, original appointment only

Transfer Policy for RC-6 Employees MOU

4. An employee who has been suspended for more than thirty (30) days within the twenty-four (24) months immediately preceding the effective date of transfer shall not be permitted to transfer. An employee who has been suspended for more than five (5) days within the twelve months immediately preceding the effective date of transfer shall not be permitted to transfer. An employee who has been suspended for five (5) days or less within the twelve months immediately preceding the effective date of transfer shall not be permitted to transfer unless six (6) months or more have elapsed between the date the last suspension was imposed and the effective date of transfer. Employees, who have been made whole as a result of a grievance resolution and who had been denied a transfer based on the subject of the grievance, shall be placed on the transfer list or be granted a transfer as if no discipline had occurred.

Travel Side Letter

The parties agree to form a joint labor/management task force to address issues related to the prompt payment by the Employer of employee travel expense reimbursements. The task force will convene not later than thirty (30) days following the effective date of this Agreement. The parties shall strive to reach resolution no later than ninety (90) days from the date of the first meeting. Subjects to be addressed shall include, but not be limited to: direct billing opportunities; processing of travel vouchers; alternative means of payment of travel expenses; and additional means to expedite employee reimbursement. If agreement is not reached within ninety (90) days, outstanding issues will be submitted to a mutually agreed upon independent arbitrator within thirty (30) days of conclusion of the ninety (90) day period. The arbitrator's decision shall be in accordance with the criteria of the Memorandum of Understanding on Supplementary Agreements.

Use of E-mail for Union Activities Pilot Program Side Letter

The parties agree to form a committee as a pilot program, to determine the parameters of the use of the State's e-mail system for union activities in all departments, excluding the Department of Military Affairs. Not later than 60 days after the effective date of this agreement, the committee will meet to agree on the persons to whom the Union may send e-mails concerning activities, how such material can be forwarded by these persons to unit employees, the size and content of the e-mails, type of attachments and/or files, storage and retention issues, security protocols, and other information technology related implementation issues. The pilot program shall be for the period of 12 months, and shall continue unless either party gives written notice to the other of its intention to amend or terminate the program. The parties shall reconvene to discuss any proposed amendment or termination prior to such amendment or termination. Only designated Union officials may use the e-mail system for Union activities. Nothing herein shall diminish the Employer's right to control/monitor its e-mail and computer systems.