



AFSCME Contract Changes

2015-2023

AGREEMENT

...The Union has been duly certified by the Office of Collective Bargaining, State of Illinois, pursuant to Section 9, subsection (7) of the Personnel Code, and the Rules and Regulations which have been adopted by the Director of Central Management Services and the Civil Service Commission to implement that Section; and the Union is the historical representative pursuant to the Illinois Public Labor Relations Act, for the purposes of collective bargaining for the employees in: RC-6, a unit composed of correctional employees; RC-9, a unit composed of institutional employees; RC-10, a unit composed of Technical Advisors and Hearing Referees; RC-14, a unit composed of all clerical positions, and any paraprofessional positions involving administrative, data treating, technical, or applied science work; RC-28, a unit composed of positions involving direct services to clients and the public; RC-42, a unit composed of maintenance employees; RC-62, a Statewide Technical Unit; RC-63, a Statewide Professional Unit; CU-500, a unit of supervisory employees in Corrections and Juvenile Justice.

DEFINITION OF TERMS

The following terms shall be interpreted as indicated below when used in this Agreement:

d) "Work Location" under RC-10, RC-14, RC-28, RC-62 ~~and~~ RC-63, and CU-500 shall be defined as all of the premises of an Agency in a County, except that each of the following shall be considered a work location, unless otherwise agreed to by the parties in supplemental negotiations.

...

Provided that, for purposes of health and safety committees, where more than one Agency has offices within a building or related group of buildings, all such offices shall be considered together as a work location. The "Work Location" under RC-6, ~~and~~ RC-9 and CU-500 shall be defined as d) 2) above, unless otherwise agreed to by the parties in agency supplemental negotiations.

e) For RC-6, RC-9, RC-10, RC-14, RC-28, RC-42, RC-62, ~~and~~ RC-63, and CU-500 "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 1. Recognition

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, working conditions and other conditions of employment for employees in the units described in "Agreement" and composed of classifications attached in Schedule A, and such other classifications as may be added in accordance with the provisions of this Agreement. The parties recognize that there are ~~eight (8)~~ nine (9) bargaining units contained herein; each separately certified, and that the fact that they are all contained within this Agreement shall not imply that any provision or policy affecting or benefiting one unit applies to any other, unless otherwise so provided.

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. The Employer shall not discourage employees from becoming union members or authorizing dues deductions, and shall not otherwise interfere with the relationship between employees and their exclusive representative. The Employer shall refer all inquiries about union membership to the Union, except that the Employer may communicate with employees regarding payroll processes and procedures. The Employer will establish email safeguards in an effort to prohibit the use of its email system and review safeguards for access to other systems by outside sources.

ARTICLE III**Non-Discrimination****Section 2. Fostering Diversity and Equal Opportunity**

The parties agree that the full integration of women and minorities in the state workforce requires opportunities for training and development and therefore agree to utilize the Upward Mobility Program to assist in the advancement of women and minorities.

Section 23. Union Activity**Section 34. Membership Solicitation****Section 45. Equal Employment/Affirmative Action/ADA/FMLA****ARTICLE IV****~~Checkoff/Fair Share~~****DUES DEDUCTIONS****Section 1. Deductions**

The Employer agrees to deduct from the pay of those employees who individually request it any or all of the following

- a) Union membership dues, assessments, or fees
- b) Union sponsored credit union contributions;
- c) P.E.O.P.L.E. contributions.

The Employer shall honor employees' individually authorized deductions. Such authorized deductions may only be revoked in accordance with the terms under which an employee voluntarily authorized said deduction. Written authorization may be evidenced by electronic communications and such writing or communication may be evidenced by the electronic signature of the employee as defined in 5 ILCS 175/5-120. The parties will explore the feasibility of a digital voice authorization for dues authorization.

Request for any of the above shall be ~~made on a form agreed to by the parties and shall be made~~ within the provisions of the State Salary and Annuity Withholding Act and/or other applicable State statutes and/or procedures established by the Comptroller.

An employee who has previously authorized payroll deductions pursuant to this Section shall continue to have such deductions made and shall not be required to reauthorize such deductions unless

the employee has specifically authorized revocation of deductions pursuant to Section 2 of this Article ~~or has to re-sign other payroll deduction authorizations.~~

Upon receipt by the Union of an appropriate written authorization from an employee a copy of such said authorization shall be provided to the Employer and any authorized deductions shall be made in accordance with law and the procedures of the Comptroller and shall be remitted semi-monthly to the Union in accordance with the current procedures, and at the address designated in writing to the Comptroller by the Union. The Local, State or International Union shall advise the Employer of any increase in dues or other approved deductions in writing at least fifteen (15) days prior to its effective date.

~~No later than July 1, 2005, w~~ When an employee has authorized payroll deductions for Union membership, the wage stub will state "Union dues" and the amount of deduction. If the employee has not authorized payroll deductions for Union membership, the wage stub will state "non mbr fees" and the amount of deduction.—The Employer will work with the Office of the Illinois Comptroller in an effort to include the designation of "non mbr" on the wage stub of employees who have not authorized dues deduction.

~~Any time an authorized deduction would otherwise be discontinued without the employee's specific authorization, the Employer shall notify the employee and shall provide the employee with the necessary cards and/or forms needed to continue said deduction.~~

The Union shall maintain accurate records of the voluntary deductions which have been authorized by represented employees and shall give the Employer timely notice and written authorization of any changes in such authorizations, with the understanding that the Employer will promptly execute said changes in payroll deductions. Upon receiving notice and written authorization, the Employer shall commence deductions as soon as practicable, but shall be no later than the second pay period from receipt, from the Union. Employee deductions shall be transmitted to the Union as soon as practicable and within the prescribed procedures of the Comptroller from the date of the deduction. The Employer will not cease voluntary deductions from a bargaining unit employee unless directed to do so by the Union.

If a bargaining unit employee requests a change in membership/dues status, the employee will be referred to the Union.

Section 2. Revocation

All employees covered by this Agreement who have signed Union dues checkoff cards for AFSCME prior to the effective date of this Agreement or who signed such cards after such date shall only be allowed to cancel such dues deduction within the prescribed procedures of the Comptroller and the collective bargaining agreement.

Section 3. Fair Share

~~Pursuant to Section 3(g) of the Illinois Public Labor Relations Act effective July 1, 1984, the parties agree that the Union certified proportionate share, which shall not exceed the amount of dues uniformly required of members, shall be deducted from the earnings of the non-member employees as their share of the cost of the collective bargaining process, contract administration and the pursuance of~~

~~matters affecting wages, hours and conditions of employment subject to terms and provisions of the parties' fair share agreement. The amount so deducted shall be remitted semi-monthly to the Union.~~

Section 43. Indemnification

The Union shall indemnify, defend and hold the Employer harmless against any claim, demand, suit or liability arising from any action taken by the Employer in complying with this Article.

Section 54. Availability of Cards

~~If the facility or work location supplies revocation cards, it shall also make available Union deduction cards. Such Dues authorization cards shall be supplied by to the Employer by the Union and shall be made available only upon request of the employee. Completed cards shall be forwarded to the Union within three (3) working days.~~

ARTICLE V Grievance Procedure

Step 3: Agency Head

For the Departments of Children and Family Services the Union shall be represented by a committee in each agency, made up of Union staff and four (4) bargaining unit members. For the Department of Human Services, the Union shall be represented by a committee made up of Union staff and seven (7) bargaining unit members. For the Department of Corrections/Juvenile Justice, the Union shall be represented by a committee made up of Union staff and seven (7) five (5) bargaining unit members. When discussing grievances for the Department of Juvenile Justice, the Union committee shall be made up of Union staff and DOC/DJJ grievance committee members from the Department of Juvenile Justice. For all other Departments.....

ARTICLE VI Union Rights

Section 2. Access to State Premises by Union Representatives

- a) The Employer agrees that local representatives and officers and AFSCME staff representatives shall have reasonable access to the premises of the Employer, giving notice upon arrival to the appropriate Employer representative. ~~Such visitations shall be for the reason of the administration of this Agreement.~~ By mutual arrangement with the Employer in emergency situations, Union staff representatives or local Union representatives may call a meeting during work hours to prevent, resolve or clarify a problem. The Union shall not abuse this right and such right of entry shall at all times be conducted in a manner so as not to impede normal operations.
- b) Upon request, the Union shall be allowed the use of electronic mail on a semi-annual basis to solicit personal e-mail addresses of all AFSCME represented employees (excluding Department of Military Affairs). The parties shall meet to discuss the method and content of the solicitation.
- c) The Union shall be allowed to use the facility mailboxes, excluding the Department of Military Affairs, of the Employer to communicate with bargaining unit employees. Such use shall not be political, partisan or defamatory in nature.

Section 3. Time Off for Union Activities

Local Union representatives shall be allowed time off without pay for legitimate Union business such as Union meetings, Union administration, State or area wide Union committee meetings, Union training sessions, State-wide contract negotiations, State or International conventions, provided such representative shall give reasonable notice to his/her supervisor of such absence and shall be allowed such time off if it does not substantially interfere with the operating needs of the Employer. The Employer shall not involve itself in the internal affairs of the Union by approving or disapproving time off for union activities based upon the nature of the legitimate union business. The employee may utilize any accumulated time (compensatory time, holiday, personal, vacation days) in lieu of taking such without pay.

Section 5. Information Provided to Union

At least once each month, the Agency shall provide the Union with a list in an agreed upon format of all bargaining unit employees within the Agency. Where such information is readily available, the list shall include all employees' date of birth, sex, bargaining unit; department, division, section, and unit title; position number, work location, work site (street address and building), work county, home address, work telephone number, work email address, home and mobile telephone number, personal email address, job classification, pay grade, step, pay rate, date of hire, continuous service, and seniority.

The parties shall establish a committee comprised of representatives from Central Management Services and AFSCME Council 31 to develop an agreed upon format and process for employee information to be reported to the Union in a timely manner consistent with the terms set forth above.

At least once each month, the Employer shall ~~provide~~ notify the Union in writing of the following personnel transactions/data in an agreed upon format involving bargaining unit employees within each agency and on a work location basis: New hires, promotions, bid numbers where such are used, demotions, reallocations, superior performance increases, checkoff revocations, layoffs, reemployments, transfers, leaves, returns from leave, suspensions, discharges, terminations and Social Security numbers.

The Employer shall notify both Council 31 and the Local Union via electronic mail of all new persons hired into bargaining unit positions as soon as practicable, which shall normally be within two (2) work days, but no later than 10 work days after the employee's start date.

In addition, the Employer shall furnish the Union every ninety (90) days the current seniority rosters and reemployment lists, applicable under the seniority provisions of this Agreement.

In all transactions listed above, employees' Social Security numbers and employee identification numbers, if available, shall be provided. The Union shall upon request receive such information ~~on computer tapes, where available~~ in an agreed upon format, from the Department of Central Management Services.

Section 10. Union Orientation

- A) The current practices with respect to Union orientation of new employees in those agencies where the Union conducts said orientation shall continue, provided that such practices do not conflict with the provisions of this agreement.

The Union shall be permitted to conduct an orientation program of new employees, and current employees who transferred to a different agency. The Union shall conduct union orientation during the employee's first two weeks of employment in the bargaining unit or new agency at a time mutually agreeable to the parties. Nothing herein shall preclude either party from exercising its rights to conduct its new employee orientation at a later date at a time mutually agreeable to the parties. The Union orientation period shall be for up to one (1) hour, and shall take place during the employee's regular working hours with no loss of pay to the employees involved. Nothing herein shall prevent the parties from agreeing to allowing more time. Where group orientation exists and is within the parameters set herein, such orientation shall continue. If the employee is unavailable during the first two weeks, such orientation will occur as soon as practicable after the employee becomes available. 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."

- B) The Employer shall inform the Union of all such hiring as set forth in Section 5 and the Union shall inform the Employer of the Union representative who will carry out the Union orientation.
- C) By mutual arrangement regarding time and place with the Employer, the Union shall be allowed to orient, educate and update each employee for up to one (1) hour, during the term of the contract for the purpose of informing employees of their rights and obligations under this collective bargaining agreement, and without loss of pay for the employees involved. Nothing herein shall prevent the parties from agreeing to allowing more time. Such attendance by employees shall be on a voluntary basis. New hires shall be included in such orientation during the first few weeks of their orientation or training. 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".
- D) Such attendance by employees shall be on a voluntary basis and without loss of pay for the employees involved.

ARTICLE IX

Discipline

Section 6. Notification and Measure of Disciplinary Action

- d) Interpreters and Interpreting Equipment: The Employer will provide qualified interpreters and interpreting equipment as necessary for a reasonable accommodation.

ARTICLE XII

Hours of Work and Overtime

Section 6. General Provisions RC-10, RC-62 and RC-63

- d) "Overtime Payment"

(ii) Payment for such overtime credit shall be in cash or compensatory time at the discretion of the Employer. If such compensatory time request is granted, it shall be taken within the fiscal year it was earned at a time convenient to the employee and consistent with the operating needs of the Employer. However, accrued compensatory time not scheduled or taken by the end of the fiscal year shall be liquidated and paid in cash at the rate it was earned. Notwithstanding the above, employees who schedule compensatory time off by June 1st 30th of the fiscal year shall be allowed to use such time through August 1st of the following fiscal year. ~~Employees who earn compensatory time after June 1st shall be allowed to use such compensatory time through August 15th of the subsequent fiscal year....~~

Section 8. General Provisions CU-500

- a) "Consecutive Days and Hours" The regular hours of work each day shall be consecutive and the work week shall consist of five (5) consecutive days beginning with the time the employee starts work on the first day of his/her work week.
- b) "Work Day and Work Week"
1. Employees shall work 38 3/4 hours consisting of five (5) consecutive days of 8 1/4 consecutive hours, including an unpaid lunch period of thirty (30) minutes per day and a roll call period of fifteen (15) minutes per day which shall be compensated at time and one-half (1 1/2) in accordance with Section 2 of this Article. Employees who do not stand roll call because of their classification shall not receive compensation for a roll call period.
 2. Juvenile Justice Supervisors shall work forty [40] hours, consisting of five (5) consecutive days of eight (8) hours, including a thirty (30) minute lunch per day, including roll call which shall be compensated at time and one-half (1 1/2) in accordance with Section 2 of this Article.
 3. Parole Supervisors and Juvenile Justice Youth and Family Supervisors shall work thirty-seven and a half (37.5) hours, consisting of five (5) consecutive days of seven and a half (7.5) hours, excluding a thirty (30) minute unpaid lunch.
 4. The thirty (30) minute paid lunch received by Juvenile Justice Supervisors shall be compensated at time and one-half (1 1/2) in accordance with section 2 of this Article. Such time may be taken in either cash payment or compensatory time. Compensatory time off shall be granted by the Employer within the fiscal year earned at a time convenient to the employee consistent with the operating needs of the Employer, and if not so granted or taken, it shall be liquidated in cash before the end of the fiscal year in which earned.
- c) "Lunch Period" Employees who receive an unpaid lunch period and are required to work at their work assignments during such period and who are not relieved, shall have such time counted as hours worked for the purposes of Section 2 below and shall be compensated at the appropriate compensatory straight or overtime rate, whichever may be applicable. Where it is currently the practice,

- whenever only one (1) Lieutenant is scheduled to work a particular shift, if the Lieutenant is not able to be relieved, a paid lunch shall be granted.
- d) "Days Off" For employees working within position classifications and at facilities which require continuous coverage, scheduled work days and scheduled days off shall be consecutive, but may fall on any day of the work week.
- e) "Tardiness and Absenteeism" The Agency's current practices and policies regarding tardiness and absenteeism shall continue.
- f) "Overtime Payment" Full-time employees shall be paid at the rate of one and one-half (1/2) times the employee's straight time hourly rate for all time worked outside of their normal work hours and/or work days up to sixteen (16) hours in a twenty-four hour (24) period. For hours worked in excess of sixteen (16) in a twenty-four (24) period, employees shall be paid double time.
- g) "Compensatory Payment" Hours worked in excess of the established work week but less than forty (40) shall not normally be compensated, provided that for such time so worked, compensatory overtime shall be accrued at the rate equal to the time so worked and compensatory time off shall be granted by the Employer within the fiscal year earned at a time convenient to the employee consistent with the operating needs of the Employer, and if not so granted or taken, it shall be liquidated in cash before the end of the fiscal year in which earned.

Notwithstanding the above, employees who schedule compensatory off by June 1st of the fiscal year shall be allowed to use such time through August 1st of the following fiscal year. Employees who earn compensatory time after June 1st shall be allowed to use such compensatory time through August 15th of the subsequent fiscal year.

Time off for any holidays or accumulated holidays shall be counted as time worked for overtime computation.

Full-time employees shall be paid at the rate of one and one-half (1 1/2) times the employee's straight time hourly rate for all time worked outside of their normal work hours and/or work days up to sixteen (16) hours in a twenty-four (24) hour period. For hours worked in excess of sixteen (16) in a twenty-four (24) hour period, employees shall be paid double time.

- h) The Employer shall make every attempt to equalize overtime amongst the employees in the position classification in which the overtime is performed. With respect to the Lieutenants Side Letter, Lieutenants shall be mandated in accordance with the resolution of grievance number 523225.

Section ~~11~~12. Rest Periods

There shall be two (2) rest periods of fifteen (15) minutes each during each regular shift; one during the first half of the shift and one during the second half of the shift, except that in RC-6 and CU-500 such rest periods shall only be provided where it is the current practice. Where a single thirty (30) minute break has been the past practice and continues to be mutually agreeable, it shall be scheduled per the past practice.

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Employees shall have the right to leave the work site during such period, except for RC-6 and CU-500 bargaining unit employees, and except that RC-9 employees shall not leave the facility ground.

Section ~~12~~13. Flexible Hours

It is the policy of the State to implement to the fullest extent practicable the flex-time positions authorized by P.A. 79-558. An Agency's flex-time positions shall be divided as equitably as possible. Where more employees request flex-time 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), the flex-time schedule shall be granted based upon seniority. The scheduling of flex-time shall be by mutual arrangement between the employee, and his/her supervisor outside the bargaining unit. Where operational needs require flex-time schedules to be changed or terminated, an affected employee shall receive fifteen (15) work day notice, when practicable, before such change occurs.

Section ~~13~~14. Four Day Work Week

In lieu of the normal work week as defined in Section 1, 2, 3, 4, 5 and 6 of this Article, an employee may request a work week composed of four (4) consecutive days of relatively equal length, followed by three (3) consecutive days off, or reasonable variations thereof. If the agency determines its own needs may appropriately be met by such requested schedule, it may request approval of any such schedule under Personnel Rule 303.300. Nothing herein precludes the parties from negotiating four (4) day work week schedules in Agency or Local Supplementary Agreements. Where operational needs require four (4) day work week schedules to be changed or terminated, an affected employee shall receive fifteen (15) work day notice, when practicable, before such change occurs.

Section ~~15~~16. Compensatory Time (RC-6, 9, 14, 28 and 42)

...Accrued compensatory time not used by the end of the fiscal year in which it was earned shall be liquidated and paid in cash at the rate it was earned. Notwithstanding the above, employees who schedule compensatory time off by June 1st 30th of the fiscal year shall be allowed to use such time through August 1st of the following fiscal year. ~~Employees who earn compensatory time after June 1st shall be allowed to use such compensatory time through August 15th of the subsequent fiscal year.~~

Section ~~17~~18. Overtime Scheduling (RC-6 ~~and~~ 9, and CU-500)

Employees shall work overtime when overtime is required. In RC-6, ~~and~~ 9, and CU-500, overtime assignments shall be made in accordance with the following procedures:

g) "Mandatory Overtime" The parties agree that mandatory overtime should be the exception and not the norm of the State operations and employees shall not be disciplined for refusing a mandate to work overtime hours unless such mandate occurs in unforeseen or unusual circumstances beyond the control of the Employer, including

unexpected absences discovered at the commencement of a shift as provided in the Mandatory Overtime MOU, three and one-half (3.5) hours prior to the beginning of the shift. Prior to mandating for overtime, the employer shall exhaust all efforts to seek volunteers to work the overtime, which shall be:

1) Providing a volunteer sign-up sheet for mandating purposes at the employees' respective facility for future dates;

2) Exhausting all volunteer lists within the Facility including, but not limited to: Full Shift Voluntary Lists; Half Shift and/or Split Shift Voluntary Lists, Mandate Relief Voluntary Lists.

3) The Employer shall solicit for voluntary overtime in accordance with the voluntary overtime distribution provisions in Article XII, Section 17.

4) The parties agree to review all supplemental agreements on mandatory overtime to ensure they are not in direct conflict with the provisions of this paragraph (Section 18. (g)). Where conflicts exist between current supplemental agreements and the contractual provisions herein, these provisions shall control.

5) Where the Employer fails to utilize each step in a supplemental agreement and as outlined in this Article prior to mandating an employee, the employee shall not be disciplined for refusal of the mandate.

6) The Employer shall retain available records related to the use of mandatory overtime and provide such records to the local Union upon request and shall not be unreasonably denied

a) Call-in Logs

b) Facility telephone call logs or telephone digital reports documenting the number called, date, time

c) Assignment rosters or like documents

d) Voluntary Overtime sign-up logs

e) Mandatory overtime lists

f) All call logs (Stateville C.C.)

g) Non-security personnel previously certified as Correctional Officer, Sergeant or Corrections Treatment Officer

7) A mandate checklist for each person mandated shall be filled out by the supervisor issuing the mandate and shall list the steps taken to avoid the mandate and shall be provided to the employee at the time of the mandate. If the need for a mandate is discovered within one (1) hour of the start of the shift, the mandate checklist will be provided to the employee as soon as practicable.

8) The completed mandate checklists will be placed with the shift report, assignment roster, work schedule or a like document for the shift of the mandate and provided to the local union for each shift where a mandate(s) occurs, upon request.

9) The Union and the Employer shall meet not later than September 1, 2019 at each DOC, DJJ, DHS and DVA facility for the purpose of reviewing day off and shift assignments, special assignments, any other facility specific staffing issues for the purpose of reducing mandatory overtime and determining date of implementation for the provisions included in this Article.

10) For facilities with more than 100 employees, if a manager is assigned to a shift with the specific duty of monitoring mandatory overtime assignments, the Union shall

be informed of his or her identity. If no manager is assigned to this duty, the Employer shall so inform the Union.

11) For employees on extended leaves of absence (a leave more than 180 calendar days) within no reasonable expected date of return, the Employer shall assess whether to fill a vacancy in the affected position classification and the employee utilizing the leave of absence shall retain all rights in accordance with Article XXIII Section 23.

If all employees refuse a voluntary overtime assignment, mandatory overtime shall be assigned in reverse seniority order, on an assignment, not on number of hours, basis. The least senior employee shall not be assigned the overtime each time all refuse. The first total refusal of overtime will be assigned to the least senior employee, the second refusal to the next least senior employee and so on through the list, up through the fifteenth least senior employee, or fifty (50) percent of those in the equalizing group, whichever is less, at which time the Employer would revert back to the least senior employee again.

The above restrictions shall not be applicable, however, and mandatory overtime may be assigned on a rotating basis up the seniority list in an equalizing group if following such restrictions would cause an employee to be forced to work overtime more than once in a 30-day period.

Once an employee has been mandated to work overtime, efforts shall be made to relieve said employee as soon as operationally possible if requested by the employee.

As a means to limit the utilization of mandatory overtime the Employer will review all mandatory and/or essential positions and will provide the results of its review to the Union.

It is agreed that in the event of disciplinary action due to refusal of a mandate, all suspensions shall be paper, with the exception of the last suspension prior to discharge.

Discipline will be considered timely and progressive based on a rolling 12-month period. If the last disciplinary action is more than 12-months old, the progression will start over.

Discipline for refusal of mandatory overtime shall be on a separate disciplinary track as follows:

Discipline for refusal shall be as follows

1st Offense - Counseling

2nd Offense – Oral Reprimand

3rd Offense – Written Reprimand

4th Offense – 2nd Written Reprimand

5th Offense – 1 day paper suspension

6th Offense – 3 day paper suspension

7th Offense – 5 day paper suspension

8th Offense – 7 day paper suspension

9th Offense – 10 day paper suspension

10th Offense – 15 day paper suspension

11th Offense – 20 day suspension (15 day paper/5 day actual)

12th Offense – Discharge.

Employees demonstrated to have been improperly mandated who work the mandatory overtime assignment shall not be included in the next mandate rotation for the first two (2) occurrences in a rolling 12-month period. If an employee is improperly mandated three (3) or more times in a 12-month period the employee shall be paid double time for all hours worked on the improperly mandated shift(s).

Section 1920. Supplementary Agreements

The parties shall reduce to writing what current scheduling practices prevail with respect to the length of the normal work week, starting and quitting times, days off, shifts or the rotation thereof, including Employer or employee requested temporary changes for training or seasonal reasons. Thereafter, where changes in schedules affecting bargaining unit employees are warranted by programmatic or operational need the Employer shall notify the Union and, upon timely request, negotiate with it concerning such changes. Such negotiations shall be for ninety (90) days, at which time either party may move the matter to arbitration pursuant to the Memorandum of Understanding entitled "Special Grievances". Nothing herein shall prohibit the parties from mutually agreeing to advance to arbitration prior to the completion of ninety (90) days.

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CU-500

Current work schedules shall be reduced to writing and provided to the CU-500 Unit at the Agency/Local level. The CU-500 Unit shall receive reasonable advance notice in writing of work schedule changes, subject to the operating needs of the facility. Upon timely request, the Employer will meet and discuss such changes prior to implementation.

Employees shall not be required to work more than two (2) consecutive shifts except in very extreme emergencies and then only after a minimum period of eight (8) hours of paid time for sleep and rest.

ARTICLE XIII**Insurance, Pension, Employee Assistance and Indemnification****Section 4. Retiree Health Insurance**

Retiree health care benefits shall be as set forth in Appendix B of this Agreement.

Outstanding debts to the State at the time of retirement shall not be cause for suspension or ultimately termination of retiree health benefits, so long as the individual is making a good faith effort to repay the debt.

ARTICLE XIV**Temporary Assignment****Section 3. Time Limits**

f) Up to ~~sixty (60)~~ ninety (90) work days in a twelve (12) month period for other leaves, or where there is temporary change in work load, or other reasonable work related circumstances. Extension of said time limit shall not be unreasonably denied.

Section 9 . Use of Benefit Time (CU-500 Only)

Except in emergency situations, the Employer shall not cancel use of approved benefit time in order to cover vacancies in other position classifications.

**ARTICLE XV
Upward Mobility Program**

Section 2. Financing

For FY 2014, the allocation shall be 5 million. For FY 2015, the allocation shall be 5 million. For each fiscal year covered by this agreement, the annual allocation shall be 5 million dollars.

**ARTICLE XVIII
Seniority**

Section 1. Definition

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Seniority for CU-500 shall, for the purpose of layoff and recall, consist of the length of continuous service of an employee with their department in an AFSCME-represented unit(s). Seniority for all other purposes shall be the continuous length of service in the affected employee's classification, except that employees employed in the CU-500 bargaining unit as of July 1, 1989, shall have his/her length of service prior to July 1, 1989, whether continuous or not, in his/her affected classification counted toward his/her seniority, provided that such employee has had continuous service in the department in an AFSCME-represented unit(s) after July 1, 1989. When a previously excluded position enters the 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 the Department for the purposes stated in this Agreement.

Employees who transfer from Youth Supervisor IV to Lieutenant or vice versa pursuant to the procedures set forth in Article XVII shall not have the continuous service length of service in their classification broken by such transfer.

For layoff purposes only, if it becomes necessary to break the tie of two or more employees within an agency in RC-10, 14, 28, 42, 62, or 63 such tie-breaking shall be by lottery. Specific procedures shall be negotiated in the Agency Supplementary Agreements. Procedures in RC-6, ~~and 9~~, and CU-500 and other established practices, shall remain as set forth in the applicable Supplementary Agreements or as established by practice.

Section 2. Application

- a) For employees in the RC-6, 9, ~~and 10~~, and CU-500 bargaining units, in all applications for seniority under this Agreement the ability of the employee shall mean the qualifications and ability (including physical fitness)....

**ARTICLE XIX
Filling of Vacancies**

Section 1. Definition of a Permanent Vacancy

For the purposes of this Article a permanent vacancy is created:

- c) Vacancies filled by ~~master~~ bargaining unit ~~and/or~~ CU-500 employees as a result of demotion or voluntary reduction in lieu of layoff, pursuant to a layoff plan, shall not be

considered permanent vacancies for the purpose of this Article or subject to the posting requirements of Section 2 of this Article from the time the agency notifies the Union of layoff pursuant to Article XX, Layoff, or the employee receives official notice of his/her demotion until the effective date of same.

Section 2. Posting

A. RC-6, 9, 14, and 28 (except Site Technicians I and II), and CU-500

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, and CU-500 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.

... Permanent vacancies shall be filled by the application of the provisions of this Article and Article XVIII in the following order of priority:

- a) Job Assignment and shift preference (Job Assignment not applicable in RC-6 and CU-500)
- d) Promotion and voluntary reduction (promotion not applicable in CU-500)
- e) Transfer (except for RC-6, and 9 and CU-500 unless agency supplemental agreement permits)

F. Acceptance of Position

Any bidder who has been selected for a vacancy must make known his/her acceptance within two (2) working days (three (3) working days for CU-500) of receiving notice of his/her selection and subject to the operating needs of the employing agency, shall be placed in the position as soon as practicable within forty-five (45) days. If such placement does not occur within forty-five (45) days of the formal acceptance, the Agency shall provide justification to the Union and the employee. Failure to accept the position within said time limit shall constitute a waiver of the position.

The parties shall establish a committee comprised of representatives from Central Management Services and AFSCME Council 31 to discuss those agencies whose operational needs impede their ability to place selected candidates into positions within forty-five (45) days of formal acceptance and develop strategies to address this delay.

Section 3. Job Assignment

- F. A successful job assignment bidder shall be returned to his/her former position (seniority permitting) anytime during the first four (4) months of the job assignment due to the inability to perform duties and responsibilities of the new position. In addition, an employee may voluntarily return to his/her former position (seniority permitting), during the first four (4) months in the job assignment if such is to a permanent vacancy. However, such return, if voluntary, shall prohibit an employee from exercising job assignment rights again for twelve (12) months pursuant to C. above.

Section 4. Shift Preference**B. RC-6 and 9, and CU-500**

3)During each contract year, no more than 20% of the employees within a bargaining unit position classification at a facility (CU-500 only, shall be no less than one bargaining unit employee, or if 20% of the employees results in a fraction then the Employer will round up to the next whole number)shall be permitted to exercise seniority as defined in Article XVIII to displace in the shift of his/her choice the least senior employee within such position classification and shift so long as such choice is exercised within the employee's normal area of assignment (by ward, program or physical area, as the case may be). No employee shall be permitted to exercise his/her choice hereunder more than once during each contract year. An employee shall be eligible to exercise seniority pursuant to this section for any starting or quitting time that is different from the employee's current work schedule provided such schedule is set forth in the appropriate supplemental agreement.

(CU-500 Only) Grievances involving shift preferences shall be processed directly to Step 3 as a priority grievance and subject to the priority grievance procedure.

Section 5. Promotion, Voluntary Reduction and Parallel Pay Grade Movement**A. RC-6, 9, 10, 14, 28, 62, and 63, and CU-500**

4)Order of Selection. Selection for promotion and/or voluntary reduction shall be in the following order of priority from among employees certified in their current position classification, for each respective bargaining unit listed in Schedule A.

a) RC-6 and 9, CU-500

C. CU-500 Only, Parallel Pay Grade and Voluntary Reduction

1)The Employer, if requested, shall supply the employee with Form CMS-100B. Employees shall be allowed a reasonable period of time to complete the form without loss of pay during normal work hours. The employee must return the form to the Examining Division, Department of Central Management Services, within the prescribed posting time limits.

2)Order of Selection. Selection shall be, from among employees certified in their current position classification, the employee with the most seniority in an equal to or higher position classification.

Work location priorities for the above are as follows:

- (i) Employees at the work location where the vacancy occurs;
- (ii) Other work locations of the Agency within the county unless mutually agreed otherwise on an Agency basis.

3)For the purposes of this Section, the employee selected to fill such permanent vacancy shall be selected from eligible and qualified bidders on the basis of seniority as defined in Article XVI. However, a bidder with less than one (1) year service in the Agency in which the vacancy arises shall not be awarded the position unless there are no eligible and qualified bidders with more than one (1) year's service with the Agency.

4)A certified employee selected through voluntary reduction shall be certified in that position classification without serving a probationary period. A probationary employee who voluntarily reduces shall serve a new probation period.

5)An employee selected from a parallel or lower 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 of continuous service. 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, if such a return is to a permanent vacancy. Such movement supersedes all priorities listed in Section 2 of this Article.

6)If there are no qualified bidders, the Employer may at its prerogative fill the vacancy from the voluntary non-bidders or by hiring new employees provided there are no employees in a higher position classification on the appropriate recall lists.

7)Nothing contained in this Article shall prevent the Employer from temporarily filling a posted vacancy.

CD. The order of selection is subject to the provisions of Article XV, Upward Mobility Program.

DE. When a position is vacated by an employee being returned due to the inability to perform the duties and responsibilities of the new position or who choosesing to voluntarily return to his/her previous classification within the four (4) month time frame, the position that was vacated, if filled, shall be filled from the original bid list within ninety (90) days without further posting.

Section 6. Days Off

A. RC-6 and CU-500 Only

Employees within the same general work assignment (cellhouse duty, tower duty, cottage duty, ...

B. RC-42, 28, 62, 63 and Site Technicians I and II

When the Employer makes permanent work schedule changes affecting employees days off, employees within the same general work assignment, same position classification, and same shift may exercise their seniority to retain their current scheduled days off or for RC-42 and Site Technicians I and II only, to displace the least senior employee on a shift different days off schedule of his/her choice, seniority permitting, within such position classification so long as such choice is exercised within the employee's normal area of assignment. ~~Within 90 days of the effective date of this Agreement, and On March 15 in the subsequent year thereafter,~~ employees may exercise their seniority for scheduled days off from among employees within the same general work assignment, same position classification and same shift, the more senior employee choosing first.

Section 7. Transfers

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

(Except RC-6) 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. However, such return, if voluntary, shall prohibit an employee from exercising transfer rights again for twenty-four (24) months pursuant to above.

B. RC-42 Only

(iii) Applicants to transfer to a different Agency.

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. However, such return, if voluntary, shall prohibit an employee from exercising transfer rights again for twenty-four (24) months pursuant to above.

When a vacancy is filled under this Section...

C)

When a position is vacated by an employee being returned due to the inability to perform the duties and responsibilities of the new positions or who chooses ~~ing~~ to voluntarily return to his/her previous position within the four (4) month time frame, the position that was vacated, if filled, shall be filled from the original bid list within ninety (90) days without further posting.

D). CU-500 Only

1) A CU-500 employee, who has at least eighteen (18) months seniority and desires to transfer to the same position classification at another facility, shall file a request for transfer form with the Agency Personnel Office. The Agency Personnel Office shall send copies of the transfer request form to the personnel liaison(s) responsible for handling personnel transactions for both the employee's current institution and the institution the employee indicates he/she wishes to transfer to. Such request for transfer will be effective twenty-four (24) months from the date received in the Agency Personnel Office.

2) It is understood that for security employees every third vacancy and for non-security the first of every three vacancies in each CU-500 classification at each facility shall be filled in this manner, provided that there are qualified bidders pursuant to this section. The remaining vacancies shall be filled by contractually-entitled promotional bidders from CU-500 or Master Contract bargaining unit employees.

3) When an employee transfers from an institution, no other employee in the same position classification will be allowed to transfer from that institution, unless operational needs permit, until the transferred employee's position is filled.

However, an employee's effective date of transfer shall be the date he/she otherwise would have been transferred and that position for which the employee was selected shall be held vacant until the employee is able to physically transfer.

- 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 (12) 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.
- 5) An employee who is on "furnish-proof" status shall not be eligible for transfer.
- 6) All transferred employees will be provided the regular orientation and/or regular refresher course in the new institution.
- 7) An employee who exercises his/her right to transfer will not be eligible to transfer again for twenty-four (24) months from the effective date of transfer.
- 8) Except during the initial staffing of a new institution, an employee transferring under the provisions of this Agreement, or transferring by other means, shall not be able to exercise his/her seniority for a days off schedule and/or shift preference for a period of twelve (12) months from the effective date of the transfer.
- 9) The name of an employee who declines an offer to transfer under the terms of this Section shall be removed from the transfer request list. Such employees may resubmit a transfer request after six (6) months have elapsed from the date the transfer offer was declined.
- 10) The name of an employee who declines an offer to transfer under the terms of this Section shall be removed from the transfer request list. Such employees may resubmit a transfer request after six (6) months have elapsed from the date the transfer offer was declined.

Initial Staffing of New Facilities

Lieutenants and Juvenile Justice Supervisors

- 1) During the initial staffing requirements of a new facility, the first 50% of vacancies shall be filled in accordance with seniority from those employees desiring to transfer from the transfer list in accordance with the above procedure, provided there are sufficient employees on the transfer list;
- 2) During the initial staffing requirements of a new facility, no more than the next 25% of vacancies shall be filled by "other means" provided those "other means" employees are either Juvenile Justice Supervisors, Lieutenants or Upward Mobility Certified employees.
- 3) Any remaining vacancies shall be filled through the Upward Mobility Program.

All Other CU-500 Position Classifications

- 1) During the initial staffing requirements of a new facility, no more than the first 75% of CU-500 Position Classification vacancies (excluding Lieutenants) shall be filled by "other means";
- 2) Any remaining vacancies shall be filled in accordance with seniority from those employees desiring to transfer from the transfer list in accordance with the above procedure.

Section 11. Notification of Filled Vacancy

The Employer shall notify bidders who were interviewed that did not get a position for which they submitted a bid once the position is filled by another bidder.

**ARTICLE XX
Layoff**

Section 1. Application

Layoff shall be in accordance with the procedures set forth in this Article with the exception that they shall not apply to:

- a) Emergency shutdown of five (5) days or less where all employees are to be recalled. Time in non-work status as a result of emergency shut down pursuant to 80 Ill. Admin. Code § 303.310 shall be with pay. ~~The parties agree to establish a committee that will be charged with discussing which employee's duties are critical to the continuity of essential state services. Such committee shall meet no later than November 1, 2013 unless mutually agreed otherwise.~~

Section 2. General Procedures

- a) Layoff shall be by official organizational unit as recorded by official position description coding methods. ...The organization units for RC-6, ~~and 9~~ and CU-500 shall be defined as the facility.

Section 3. Bumping and Transfer in Lieu of Layoff

- c) Bumping Priority - First Step - Work location for bumping purposes is defined as the identified agency's facility, local office area or building or as defined by supplemental agreement approved by DCMS and AFSCME in which the organizational unit of layoff is located except as provided for in RC-6, ~~and RC-9~~ and CU-500 in... Since the work location is facility wide, RC-6, ~~and RC-9~~ and CU-500 employees are not subject to this lateral bumping provision. ...
- d) Bumping Priority - Second Step - If the employee... RC-6, and RC-9 and CU-500 employees are not subject to this lateral bumping provision. In the event that an employee waives or refuses to accept an available bump under this provision, the employee shall be laid off.
- e) Bumping Priority - Third Step - Lower level in same position ...by work location (similar to (c) above) but includes RC-6, and RC-9 and CU-500 employees
- f) Bumping Priority - Fourth Step - Lower level in same position..., by county (similar to (d) above) but excludes RC-6, and RC-9 and CU-500 employees.
- g) Bumping Priority - Fifth Step - Employees covered by the Collective ...in another AFSCME bargaining unit by work location (similar to (c) above) but includes RC-6, and RC-9 and CU-500 employees.
- h) Bumping Priority - Sixth Step -Employees covered by this Collective ...in another AFSCME bargaining unit by county (similar to (d) above) but excludes RC-6, and RC-9 and CU-500 employees.

Section 4. Recall

- a) (1) RC-6, ~~and 9~~ and CU-500. When staffing is increased or permanent ...

ARTICLE XXIII**Leaves of Absence****Section 5. Military Reserve Training and Emergency Call-up**

- a) Any full-time employee who is a member of a reserve component of the Armed Services of the United States, including the reserve components of the Armed Services of any state, ~~the Illinois National Guard, or the Illinois Naval Militia,~~ or who is a member of the National Guard of any state shall be allowed ~~annual~~ military leave with pay in accordance with the provisions of the Illinois Service Member Employment and Reemployment Rights Act (330 ILCS 61/)-5 ILCS 325 et seq. to fulfill the military reserve obligation. Such leaves will be granted without loss of seniority or other accrued benefits.
- d) Any full-time employee who is a member of any reserve component of the United States Armed Forces or ~~of any reserve component of the Illinois State Militia~~ who is a member of the National Guard of any State shall be granted leave from State employment for any period actively spent in such military service including basic training and special or advanced training, whether or not within the State, and whether or not voluntary, in accordance with the provisions of the Illinois Service Member Employment and Reemployment Rights Act (330 ILCS 61/).
- e) ~~During such basic training and up to sixty (60) days of special or advance training, if such employee's compensation for military activities is less than his/her compensation as a State employee, he/she shall receive his/her regular compensation as a State employee minus the amount of his/her base pay for military activities. During such training, the employee's seniority and other benefits shall continue to accrue.~~

Section 15. Bereavement Leave

Upon request, employees shall be granted paid leave of up to two (2) scheduled work days to attend the funeral or similar service, for related travel, and bereavement time, upon the death of a member of the employee's immediate family. Leave shall be limited one instance per calendar year. Documentation of the reason for the funeral/bereavement leave, attendance at the funeral or similar service, and relationship to the deceased may be required.

Immediate family is defined pursuant to this Section as: father, mother, sister, brother, spouse, children, grandparent and grandchildren including relationships established by marriage.

For purposes of application of Bereavement Leave, relationships existing due to marriage will terminate upon death or divorce of the relative through whom the marriage relationship exists. Current marital status will be defined in accordance with State law.

Section 26. Maternity/Paternity Leave

All employees who provide proof of their pregnancy or that of their female partner at least 30 days prior to the expected due date will be eligible for 4-10 weeks (20 50 work days) of paid maternity/paternity leave for each pregnancy resulting in birth or multiple births. Should both parents be employees they shall each be eligible for 10 weeks of paid maternity/paternity leave which may be taken consecutively or concurrently. ~~be allowed to split the 4 weeks (20 work days).~~ No employee will be allowed to take less than a full work week (5 consecutive days). Regardless of the number of pregnancies in a year, no employee shall receive more than 6 10 weeks (30 50 work days) of paid leave under this Section per year. The State shall require proof of the birth. In addition, non-married male

employees may be required to provide proof of paternity such as a birth certificate or other appropriate documentation confirming paternity. Leaves under this Section shall also be granted in cases of a full term still born child for a maximum of five (5) weeks.

All bargaining unit members are eligible for four ~~(4)~~ ten (10) weeks (~~20~~ 50 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. In the event the child was in foster care immediately preceding the adoption process the leave will commence once a court order has been issued for permanent placement and the foster parent has been so notified of their right to adopt as long as the foster child has not resided in the home for more than three (3) years. The agency personnel office must be notified, and the member must submit proof that the adoption has been initiated. Should both parents be employees they shall each be eligible for 10 weeks of paid maternity/paternity leave which may be taken consecutively or concurrently. ~~be allowed to split the 4 weeks (20 work days).~~ No employee will be allowed to take less than a full work week (5 consecutive work days). Regardless of the number of adoptions in a year no individual shall receive more than ~~6~~ 10 weeks (~~30~~ 50 work days) of paid leave under this Section per year.

ARTICLE XXIV Personnel Files

Section 1. Number, Type and Content

Only one (1) personnel file shall be maintained at a facility for each employee and the Agency shall have the right to maintain a personnel file at their central office. The Department of Central Management Services shall keep and maintain an official personnel file for employees, which shall contain no information not in the facility (work location) file. No other files, records or notations shall be kept by the Employer or any of its representatives except as may be prepared or used by the Employer or its counsel in the course of preparation for any pending case, such as an DHR or Civil Service matter or grievance. (RC-6-9-10-14-28-42-62-~~& 63~~ & CU-500)

Section 7. Privacy

The Employer shall take the necessary steps to protect the integrity of employee information and information related to collective bargaining matters. Access to such information shall be limited to those individuals or entities for whom the information is essential. The Employer shall be able to identify persons or entities that have had access to the information. The parties recognize the Employer's obligation to comply with Federal and State laws which help ensure the confidentiality of employees' personal information including, but not limited to the Personnel Records Review Act (820 ILCS 40/0.01), the Illinois Freedom of Information Act, the Illinois Public Labor Relations Act, and the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), (Pub. L. No. 104-191).

The Employer shall not provide to any entity that is not party to this agreement any information that pertains to bargaining unit employees, to the Union, or to matters related to collective bargaining, unless required to do so by law, the operations of State government and/or business relationship.

Information the Employer shall protect and shall not, unless required by law, the operations of State government and/or business relationship to provide to third parties includes unique identifiers, including a person's social security number, driver's license number, employee identification number, biometric identifiers, personal financial information, home or personal telephone numbers, and personal

email addresses, home address, including zip code and county, date of birth, and personal license plates, except as otherwise provided by law or when compiled without possibility of attribution to any person. employee payroll deduction information (including, but not limited to, the names or other identifying information of individual employees who have or have not authorized deductions, the identities of the entities designated for deductions and the amounts of such deductions), employee membership or membership status in a labor organization or other voluntary association (including whether employees are members of such organization, the identity of such organization, whether or not employees pay or authorize the payment of any dues or monies to such organization, and the amounts of such dues or monies), information related to collective negotiating matters (including employee activities and administration of collective bargaining agreements) and emails or other communications between a labor organization and its members.

The Employer shall notify the Union of any third party requests for protected information requested via the Freedom of Information Act as soon as practicable.

ARTICLE XXV

Working Conditions, Safety and Health

Section 1. Safety and Health

The parties agree that joint labor/management safety and health committees for each work location shall promptly ~~and regularly~~ meet upon the reasonable request of either party for the purposes of identifying and correcting unsafe or unhealthy working conditions which may exist considering the nature and requirements of the respective work locations, including:

(x) Inadequate vermin control

(xi) Potable water supply

(xii) Bed bug infestations

Where a clear and present danger exists, the Union may grieve at any time at Step 4a in the event the parties are unable to resolve the issue the parties shall work together to move the issue to arbitration in an expeditious manner.

Section 2. State Health and Safety Program

The Employer and the Union shall act cooperatively to develop ~~workplace violence~~ programs designed to reduce the risk of ~~eliminate~~ violence in the workplace.

Health and safety records, pertaining to bargaining unit employees or issues at buildings where they work, shall be made available to Union representatives upon written request, in accordance with agency rules, regulations and other applicable privacy standards including but not limited to HIPAA.

Section 9. Equipment and Clothing

Protective equipment and wearing apparel, as required by the Employer, shall be provided and cleaned by the Employer. ~~and shall be made by workers represented by a bona fide labor organization if such bids are no more than 10% higher than a non-union supplier's bid or unless no bidders whose employees are represented by a bona fide labor organization respond to the public bid notice.~~

Section 12. Hearing Tests for ~~Telecommunicators/Call Takers~~

~~Effective July 1, 1997, the State will provide a hearing test on site, once per year, f~~ For all Telecommunicators Specialists, Lead Specialists and, Supervisors Call Takers, at no cost to the employee. and employees who work at an agreed upon call center as outlined in the Side Letter/State Call Centers, the Employer shall provide a hearing test on site, once per year at no cost to the employee, or, in the alternative reimburse employees the out-of-pocket cost of an annual hearing test taken pursuant to the hearing benefits in Appendix A.

Section 13.

For agencies with employees who carry a firearm in the regular performance of their duties, the Agency shall develop response protocols to officer involved shootings and any shooting involving an officer substantially similar to those implemented by the Illinois State Police, including a post-incident mental health professional intervention. Agencies shall meet and discuss such protocols with the Union prior to implementation.

ARTICLE XXVII**Evaluations****Section 2. Written Evaluations**

...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 Employer shall endeavor to evaluate employees not less often than annually, and the evaluation shall be conducted within four (4) months after the end of the twelve (12) month period covered by the evaluation. No negative information shall be included from a period outside of the twelve (12) month period covered by the evaluation. Such twelve (12) month period shall be extended in the event there is a break in the employee's continuous service 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 2. Courses of Instruction**

Employees will be entitled to reimbursement subject to the availability of these funds for tuition expenses for academic courses, seminars, workshops and conferences that are determined by the Employer to be job related. All such reimbursements are subject to verification by the employee and subsequent approval from the Employer. Employees whose job requires a license or certification which requires them to attend classes or take courses shall have the cost of such classes and coursework covered by the available Upward Mobility funds, pursuant to Article XV, Section 2 and consistent with guidelines established by the Upward Mobility Advisory Committee.

Current agency practice with respect to the tuition reimbursement policies and taking of paid time off for courses of instruction shall remain in full force and effect.

The employing agency agrees to pay ~~up to \$300 for the ARDC 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. Promotional grades shall be valid for a period of six (6) years from the date of issuance, and upon proper request, shall be renewed for one additional six (6) year period without the need to submit a new promotional application, excluding classifications with recency requirements or other required certifications. An employee who promotes and then subsequently returns to his/her previously certified position during the promotional probationary period shall have all previously held grades restored upon written request.

ARTICLE XXXI Miscellaneous Provisions

Section 2. Wage Assignments and Garnishments

The Employer shall not impose disciplinary action against an employee for any wage assignments or garnishments. Where the Employer seeks to recoup overpayment to employees, it shall be at no greater rate than 15 percent, consistent with allowed under the Garnishment Laws and subject to the Rules and Regulations of the Office of the Comptroller. However, nothing in this provision precludes the Employer and Employee, upon request of either party, from agreeing to a different payment plan.

Should the Employer assert an overpayment of wages to an employee, the Employer shall provide written notice of such overpayment to the employee, and shall provide an opportunity for the employee to contest the deduction in accordance with the Rules and Regulations of the Office of the Comptroller. Upon request of the employee, the employer shall provide documentation and records of such overpayment and deductions.

Section 4. Notification of Leave Balances

On a date prior to July 1 of each year, all employees shall be given a statement of all leave balances (sick leave, vacation, personal days, accumulated and compensatory time). In addition employees shall receive leave balances monthly either on-line, email or paper. Where current practice provides for more frequent notification of such balances, it shall prevail.

Section 5. Printing Distribution of the Agreement

The Employer shall have this contract printed ~~by a Union Printer if such bids are no more than 10% higher than a non union supplier's bid or unless no bidders whose employees are represented by a union respond to the bid notice~~, in booklet form with agreed upon Memoranda of Understanding and covered employees shall be provided a copy of such. The Union shall receive extra copies as they may require and shall pay for the cost of their copies.

Section 17. Apparel

Employees who in the regular course of their duties have contact with the public shall be prohibited from wearing clothing such as T-shirts, lapel pins or buttons or other similar items which expresses favor or disfavor for a specific political candidate in an election while at work or while conducting other official State business. Nothing in this provision is meant to supersede current practice that may be more restrictive.

Section 18. Travel Reimbursement

Travel vouchers shall be submitted by the employer to the Comptroller consistent with the provisions of the Illinois Prompt Payment Act.

ARTICLE XXXII**Wages and Other Pay Provisions****Section 4. Steps**

Employees shall receive a step increase to the next step upon satisfactory completion of twelve months creditable service.

Intermittent employees shall receive a step increase to the next step, upon satisfactory completion of the applicable number of hours in the standard work year of creditable service.

Educators who submit the appropriate documentation to the Employer which validates that the employee has attained the necessary requirements for a change in lanes shall be placed in the new lane in the next pay period during which the employee works.

~~Effective upon the date of signature of the Agreement, Step 1a, 1b, and 1c shall be implemented for all employees hired on or after May 20, 2013, the date of signature of the Agreement with a 3% step differential. Effective July 1, 2019, Step 1a, 1b, and 1c shall be increased by \$25 per month. Effective July 1, 2020, Step 1a, 1b, and 1c shall be increased by an additional \$25 per month. Effective July 1, 2021, Step 1a, 1b, and 1c shall be increased by an additional \$25 per month.~~

Section 5. Severance Pay

RC-6, 9, 10, 14, 28, 42, 62, and 63 and CU-500

Section 6. General Increases

a) Effective June 30, 2019, and paid upon ratification of the Agreement, provided that ratification occurs prior to August 15, 2019, all bargaining unit employees shall receive a one (1) time stipend of \$2,500 prorated by 25% for each year the employee was employed from July 1, 2015 through June 30, 2019.

b) Effective January 1, 2020, the pay rates for all bargaining unit classifications and steps shall be increased by 1.50% which rates are set out in Schedule A.

c) Effective July 1, 2020, the pay rates for all bargaining unit classifications and steps shall be increased by 2.10% which rates are set out in Schedule A.

d) Effective July 1, 2021, the pay rates for all bargaining unit classifications and steps shall be increased by 3.95% which rates are set out in Schedule A.

e) Effective July 1, 2022, the pay rates for all bargaining unit classifications and steps shall be increased by 3.95%, which rates are set out in Schedule A.

Section 14. Academic Year Educators

Beginning with the ~~2013-2014~~ 2019 school year, steps and pay rates for Academic Year Educators at the Illinois School for the Visually Impaired and Illinois Center for Rehabilitation and Education Roosevelt shall be ~~increased~~ in accordance with Schedule A.

Section 16. Payroll Adjustments

When a payroll adjustment is made for an employee covered by this Agreement, upon request, an explanation for the adjustment shall be given to the employee.

ARTICLE XXXIV

Authority of the Contract

Section 3. Increase or Decrease of Benefits

In the event the Employer voluntarily agrees to give any other bargaining unit under the jurisdiction of the Governor whose members are covered by the Illinois Pension Code or the State's Group Health and Life Plan a general wage increase greater than the increases provided for in this Agreement or gives more favorable treatment for insurance premiums and/or health care plan design, excluding unions opting out of the State's Group Health and Life Plan, in a contract that is negotiated after the effective date of this Agreement and expires on or before June 30, ~~2015~~2023, then such increases and/or favorable insurance treatment shall be afforded to the employees covered by this agreement.

ARTICLE XXXV

Termination

This Agreement shall be effective July 1, ~~2015~~2023, and shall continue in full force and effect until midnight June 30, ~~2023~~2025, and thereafter from year to year, unless not more than 180 days, but not less than 60 days prior to June 30, ~~2023~~2025, or any subsequent June 30, either party gives written notice to the other of its intention to amend or terminate this Agreement.

SIDE LETTER

BARGAINING UNIT EXCLUSION PROCEDURE

4.) For "split titles" that existed as of September 22, 2004 ~~the date of this Side Letter~~, the parties agreed to file joint petitions within 90 days of the ~~that~~ date of ~~this Side Letter~~ to amend the ILRB certifications so that all positions within said titles are included within the AFSCME bargaining units, with the exception of those positions specifically identified as excluded.

5.) The Parties agree that those individual positions currently excluded from AFSCME bargaining units by existing labor board certifications shall continue to be excluded in the petitions referenced in paragraph four above. Both Parties reserve the right to seek labor board determination to resolve any remaining dispute over positions that are inappropriate for inclusion or exclusion.

~~FAIR SHARE—ALL UNITS~~**~~Supplemental Agreement Between the State of Illinois and the American Federation of State, County and Municipal Employees, AFL-CIO~~**

~~Pursuant to Section 3(g) of the Illinois Public Labor Relations Act effective July 1, 1984, the parties agree that if AFSCME has or attains majority Union membership of those employees covered by the Master Agreement, or receives a majority decision by referendum as set forth below, subsequent to July 1, 1984, the following shall be applicable: Employees covered by this agreement who are not members of the union or do not make application for membership, within fifteen (15) days of employment, shall be required to pay, in lieu of dues, their proportionate share of the cost of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment, but not to exceed the amount of dues uniformly required of members. The proportionate share payment, as certified by the Union pursuant to Section 6(e) of the Illinois Public Labor Relations Act, shall be deducted by the Comptroller from the earnings of the non-member employees and shall be remitted semi-monthly to the Union. Majority status shall be verified by the Comptroller's Office or mutually agreeable means through the calculation of employees making dues deductions as of July 1, 1984, or any time thereafter. If such certification by the Comptroller's Office shows a majority status of bargaining unit employees being Union members, the proportionate share provision shall be implemented during the pay period following such certification.~~

~~Should any employee be unable to pay their contribution to the Union based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, such amount equal to their fair share shall be paid to a non-religious charitable organization mutually agreed upon by the employee affected and the Union. If the Union and employee are unable to agree on the matter, such payment shall be made to a charitable organization from an approved list of charitable organizations established by the Illinois State Labor Relations Board. The employee shall, on a monthly basis, furnish a written receipt to the Union that such payment has been made.~~

~~If majority of employees covered by the Master Agreement are not Union members, the exclusive bargaining agent may request a referendum of bargaining unit employees to determine whether or not the proportionate share provision shall apply to non-Union members. The referendum will be conducted within sixty (60) days of the Union's request by the American Arbitration Association. Such election shall be conducted by secret mail ballot and any cost associated with the process shall be assumed by the exclusive bargaining agent. If it is determined by the normal and standardized ballot and election procedures established by AAA that a majority of valid votes cast favor the proportionate share provision, such provision shall be implemented in the pay period following the certification of election results. Such proportionate share provision shall remain in effect for the duration of the Agreement. If the majority of valid votes cast do not favor the proportionate share provision, such provision shall not be implemented and the exclusive bargaining agent is precluded from requesting~~

~~another election within one year of the certification of election results. The question on the ballot shall be "Shall the employees in this bargaining unit who are not members of the exclusive bargaining agent, AFSCME, pay a proportionate share of the cost of the collective bargaining process, contract administration, and pursuing matters affecting wages, hours and conditions of employment?"~~

~~For purposes of determining majority membership, or eligibility to vote in an election, the count or voter list will be based on those employees on the payroll in the most recent pay period.~~

~~The parties shall request the Comptroller to provide to the Union a monthly computer tape for all bargaining units listing each employee and the amount deducted for dues or fair share fees.~~

~~Union Orientation (Bargaining Units Without Fair Share Only)~~

~~— a) — By mutual arrangement regarding time and place with the Employer, the Union shall be allowed to orient, educate and update each employee for up to one (1) hour during the term of the contract for the purpose of informing employees of their rights and obligations under this collective bargaining agreement, and without loss of pay for the employees involved. Such attendance by employees shall be on a voluntary basis. New hires shall be included in such orientation during the first week of their orientation or training.~~

~~— b) — The Employer shall inform the Union of all such hirings and the Union shall inform the Employer of the Union representative who will carry out the Union orientation.~~

HEALTH AND SAFETY SIDE LETTER

The parties agree to establish a joint labor-management health and safety task force. The size and composition of the task force shall be by mutual agreement of the parties. The task force shall convene not later than six (6) months following the effective date of this Agreement. Issues which may be reviewed by the task force are the following:

- a. Identify state agencies, programs or specific worksites that have a high number of serious job-related injuries
- b. Analyze the principle causes of job-related employee injuries or illnesses
- c. Review current "best practices" to determine how other employers have been able to reduce job-related injuries and illness in similar settings
- d. Develop recommendations for changes to work environments or enhanced employee education and training

Such recommendations shall be issued within twenty-four (24) months of the initial meeting of the task force.

~~SIDE LETTER LABOR POOL~~

~~The parties agree to establish a committee to discuss the feasibility of a labor pool of bargaining unit employees. Such committee shall meet no later than November 1, 2013 with the goal of determining whether it is feasible to establish a pool by July 1, 2014.~~

~~Executed: July 1, 2012~~

MANDATORY OVERTIME MEMORANDUM OF UNDERSTANDING DOC, DJJ, DHS AND DVA FACILITIES

The parties agree that mandatory overtime should be the exception and not the norm of State operations and that employees shall not be disciplined for refusing a mandate to work overtime hours unless such mandate occurs in unforeseen or unusual circumstances beyond the control of the Employer, including unexpected absences discovered ~~at the commencement of a shift~~ within three and one-half hours (3.5) hours prior to the beginning of the shift. The elimination of mandatory overtime as a norm in state facility operations shall not compromise security in youth centers and prisons, or resident/veteran to staff ratios in DHS or DVA facilities.

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SIDE LETTER DEPARTMENT OF NATURAL RESOURCES ILLEGAL DRUG PRODUCTION AREAS

The Illinois Department of Natural Resources shall provide notification to the Union of the discovery of any illegal drug production areas located on land under the Department's jurisdiction where bargaining unit employees perform bargaining unit work. The notice shall also include the discovery of any anti-personnel devices, hazardous chemical contamination or other hazardous conditions on land under the Department's jurisdiction.

MOU - PAROLE AGENT SAFETY AND EQUIPMENT

The parties agree that in order to protect the safety of employees and the public, Parole Agents shall be properly equipped and trained to provide the vital public safety function they perform. In order to achieve this goal, the parties agree as follows:

1. The Department of Corrections shall develop a parole vehicle replacement program focused upon replacing all vehicles in excess of 150,000 miles. This plan shall replace at least 50 vehicles in Fiscal Year 2020 and 50 vehicles per year in each subsequent year for the term of the agreement. New vehicles shall replace vehicles in order of highest current mileage. First priority for vehicle assignment shall be to agents who do not currently have vehicles.
2. Per current policy, Parole Agents shall be issued custom fitted body armor vests. Body armor vests shall be replaced in accordance with suggested manufacturer guidelines regarding vest lifecycle or when normal wear and/or damage would require such.

PENSION CREDITS

~~An individual who represents or is employed as an officer or employee of a statewide labor organization that represents members of the State Employees Retirement System may participate in the State Employees Retirement System and shall be deemed an employee, provided that (1) the individual has previously earned creditable service under Article 14 of the Pension Code, (2) the individual files with the State Employees Retirement System an irrevocable election to become a participant, and (3) the individual does not receive credit for that employment under any other~~

~~section of the Pension Code. Such employee is responsible for paying to the State Employees Retirement System both (i) employee contributions based on the actual compensation received for service with the labor organization and (ii) employer contributions based on the percentage of payroll certified by the Board; all or any part of these contributions may be paid on the employee's behalf or picked up for tax purposes (if authorized under federal law) by the labor organization. A person who is an employee as described in this side letter may establish service credit for similar employment prior to becoming an employee as described herein by paying to the State Employees Retirement System for that employment the contributions specified in this side letter, plus interest at the effective rate from the date of service to the date of payment. However, credit shall not be granted pursuant to this side letter for any such prior employment for which the applicant received credit under any other provision of the Pension Code, or during which the applicant was on a leave of absence.~~

By paying the required contributions, plus an amount determined by the Board to be equal to the
...

POSITION CLASSIFICATION – PROMOTIONS

4. LPN I's satisfactorily completing one (1) year as such and qualified to perform the work of the LPN II position shall be promoted thereto, ~~except those employees hired and working as LPN I's prior to or about August 1, 1976 shall be required to work only six (6) months to be eligible for promotion.~~

NEW POSITIONS WITHIN A SPLIT CLASSIFICATION

On those instances where a new position is created and it is within a classification title that is part of a split classification, i.e. some employees are determined to be included and others excluded, the following procedure will be implemented:

- The Employer shall promptly notify the Union when it intends to create a new position within a split classification.
- The parties will meet as soon as possible after the position has been established to determine if the position should be included or excluded from the bargaining unit and to jointly stipulate that agreement to the State Labor Relations Board.
- If included, the new position shall be posted pursuant to Article XIX of the Master Agreement.
- If the Employer and the Union are not able to agree on the inclusion of a new position within a split classification, the Union may file a representation petition pursuant to the Illinois Public Labor Relations Act.
- In the event the parties were unable to agree on the inclusion of a new position within a split classification and if the State Labor Relations Board subsequently determines that the position should be included in the bargaining unit, such position shall be subject to the provisions of the Contract at the time it is determined, by the State Labor Relations Board to be included in the bargaining unit.

The following represents the complete list of classifications that are part of split classification:

Data Processing Supervisor II
Engineering Technician IV
PSA Option 1
PSA Option 2
PSA Option 6
PSA Option 8H
PSA Option 8L
PSA Option 8N
PSA Option 8S
Technical Advisor I
Technical Advisor II

EMPLOYEES CURRENTLY RED-CIRCLED

Effective upon ratification of this Agreement, the following shall apply:

For employees who are currently red-circled, due to a prior layoff, on a step lower than Step 8, upon becoming eligible for a step increase that would result in an increase above their current red-circled rate of pay, inclusive of Maximum Security Pay, in their current title, the employee will receive such step increase and subsequently will no longer be red circled or receive Maximum Security Pay.

Effective January 1, 2018, for all employees who are currently receiving maximum security pay, and are not working at a maximum security facility, the maximum security pay shall be removed.

SHAKMAN

MEMORANDUM OF UNDERSTANDING

The State of Illinois is currently under monitoring of the federal court for compliance with the *Shakman* Consent Decrees. *Shakman v. Democratic Organization of Cook County, et al.*, Northern District of Illinois Case No. 69 C 2145.

On January 7, 2019, the *Shakman* court entered an order setting out both a reformed process for filling exempt positions and principles and commitments for filling all non-exempt positions. *Shakman*, Doc. No. 6154. Bargaining unit positions have job protections through the collective bargaining agreement, and are, therefore, covered by the court's principles and commitments for non-exempt positions.

The Court ordered the State to implement of the following relevant principles (excerpted from Doc. No. 6154):

J. Electronic Application Process. CMS shall establish and implement an electronic application process that requires applicants to apply online for specific listed vacancies. The electronic application process that CMS creates shall include an automated screening mechanism to narrow the pool of applicants for interviews. The screening mechanism shall evaluate candidates based on the Minimum Qualifications of the positions and may also incorporate pre-established preferred qualifications.

K. Uniform Processes Throughout State. The State of Illinois shall create and communicate to all Agencies a uniform documentation process for hiring and promotions to allow for adequate monitoring and review. The implementation of the court order will result in a standardized, statewide online application process for all job-protected positions, including bargaining unit positions. The State is obligated to implement the Court's order. The parties share a commitment to a more efficient and timely process. To that end, the parties agree as follows:

- Prior to implementation of a new system for bargaining unit positions, the Union shall review and provide input.
- All provisions of the collective bargaining agreement shall continue to apply, except as modified herein.
- CMS Bureau of Personnel will continue to assess and verify employee qualifications. The qualification review process will transition to a numerically ranked, automated assessment with a quality control analysis performed by the CMS Bureau of Personnel staff. For the purposes of determining if employees are qualified for positions in which they are seeking to exercise their contractual rights to filling of vacancies outlined in the collective bargaining agreement, the following numerical rankings will be treated as the corresponding grade and considered of equal value within each letter group:
 - Numerical ranking of 90-100 would be treated as an A grade
 - Numerical ranking of 80-89 would be treated as a B grade
 - Numerical ranking of 70-79 would be treated as a C grade
- Employees participating in the Upward Mobility Program will continue to be afforded their rights under that program.
- In consultation with the Union, the Employer will provide all employees with advance notice of implementation of the new system and shall develop training on the new application procedures and system. Upon request, employees shall receive training on the new system.
- A procedure shall be established to ensure that employees who do not have access to computers or who lack computer skills shall be given appropriate access and/or training.
- CMS will assess candidate qualifications in response to an express interest in a specific position being filled except that all agreements remain in effect regarding continuous posting and permanent bidding.
- The State will no longer be exhausting promotional registers prior to selecting "B" bidders (80-89) after all "A" bidders (90-100) have been exhausted.
- The appeal process currently in place shall remain in effect.
- There shall be electronic receipts for applications and the opportunity for the employee to print out his/her profile.
- For positions requiring tests administered by CMS Bureau of Personnel, employees will only be required to test once unless the job requirements change.
- All promotional grades on the system as of August 31, 2019, or submitted to CMS Examining and Counseling for grading, as of August 31, 2019, shall continue to be valid within the currently established timeframes. After August 31, 2019, promotional applications will only be accepted in response to a posting. Upon

implementation of the new system, an employee applying for a position in which they are exercising their contractual rights shall indicate if they already have a promotional grade for the position.

In keeping with the desire to make hiring processes more efficient, CMS is committed to making the following additional improvements for the benefit of bargaining unit members:

- Semi-automatic promotions will no longer require application/grading/assessment by CMS.
- Employees will no longer be required to submit and receive a promotional grade to promote from a trainee position to the target title when the only remaining criteria to be qualified for the target title is the successful completion of the trainee program.
- CMS will convert all closed (Group B) titles to open (Group A) titles.

SIDE LETTER ON ILLINOIS STATE POLICE

At the Union's request, the Illinois State Police shall meet with the Union to address issues related to overtime mandation.

SUPPLEMENTARY AGREEMENTS

Agency negotiations shall include:

(q)Parking.

The parties shall establish a Parking Accessibility and Resolution Committee intended to resolve parking disputes within the State's control that cannot be resolved at the local or agency level.

SIDE LETTER TASK FORCE ON WORKPLACE VIOLENCE AND ISSUES REQUIRING IMMEDIATE ACTION

The parties agree that in furtherance of the commitment set forth in Article XXV, Section 2 of the Master Agreement, a Task Force shall be established to develop recommended programs designed to reduce the risk of violence in the workplace, including but not limited to assaults on staff by inmates, patients, or clients. The task force shall also develop recommended protocols for employees to follow when they believe they are faced with safety and health issues that could result in immediate harm. The size and composition of the Task Force shall be by mutual agreement of the parties.

SIDE LETTER/STATE CALL CENTERS

As set forth in Article XXV, Section 12, the agreed upon Call Centers are as follows:

Department of Healthcare and Family Services

Child Support Services Call Center

Refill Too Soon/Prior Authorization Prescriptions/Health Benefits Hotline

Department of Human Services

ABE Customer Call Center

BCCS Call Center

OIG Hotline/Intake

Department of Children and Family Services
Child Intake and Recovery Unit
Consent and Authorization Unit
State Central Registry Hotline

Department of Employment Security
Lombard Call Center
Rock Island Call Center
Carpentersville Call Center
Revenue Employer Call Center

Department of Revenue
Taxpayer Assistance Call Center
Collections Call Center

Department on Aging
Benefits Eligibility, Access and Monitoring Call Center

Illinois Emergency Management Agency
IEMA Communications Center

Lottery
Lottery Telemarketing Sales

Illinois State Police
Firearms Services Bureau Customer Service

Nothing herein shall prevent the parties from deleting from or adding to this list upon mutual agreement.

TRAINEE TITLES

(*) See Title Specific Memorandum of Understanding

Number	Class Title	Max. Prog. Length	Barg. Unit
8	Children and Family Service Intern, Option 1	24 36 Mos.	RC-062
23	Gaming Special Agent Trainee	12 Mos.	RC-62

Memorandum of Understanding

~~The parties agree to establish a committee that will be charged with exploring the possibility of employees who take time off for union negotiations for which they are not entitled to employer compensation, to do so without loss of pay as long as they or their local union reimburse the employer for the costs of time spent in such activities. The committee will meet within ninety (90) days of the execution of this Agreement, with the goal of determining the~~

~~feasibility of reimbursement. If reimbursement is feasible the parties will meet to negotiate the decision on implementation.~~

~~Executed: July 1, 2012~~

WORKING SUPERVISOR MOU

As started in the Definition of Terms g) “Working Supervisor” refers to bargaining unit supervisor identified in the following classifications.

Senior Public Service Administrators and Public Service Administrator and any successor classification.

Actuary III

Cancer Registrar Assistant Manager

Cancer Registrar Manager

Conservation Grand Administrator III

Environmental Engineer

Environmental Protection Engineer IV

Environmental Protection Specialist IV

Occupational Therapist Supervisor

Pharmacy Manager

Revenue Audit Supervisor

CDB Administrators

CDB Regional Managers

CMS Network Engineer Manager II

ICC Managers

ICC Railroad Safety Program Administrator

ICC Homeland Security Director

IEMA Nuclear Safety Administrator I and II

Racing Board Chief Steward

Racing Board Steward

Racing Board Chief Veterinarian

DOC/DJJ MOU

Replace the existing Department of Corrections/Department of Juvenile Justice Memorandum of agreement, signed in October 2007, with a new MOU stating as follows:

a. For the purpose of seniority under Article XVIII of the collective bargaining agreement, the Department of Corrections and the Department of Juvenile Justice will be treated as if they were one agency.

b. For the purpose of layoffs under Article XX of the collective bargaining agreement, the Department of Corrections and the Department of Juvenile Justice will be treated as if they were one agency.

c. For the purpose of transfer, through June 30, 2023, the Department of Corrections shall continue to accept transfer requests from Department of Juvenile Justice facilities as if they were one agency.

d. For all purposes, except those set forth in paragraphs a., b., and c. above, the Department of Corrections and the Department of Juvenile Justice will be treated as separate agencies under the collective bargaining agreement.

e. In the event the Department of Juvenile Justice desires to modify or abolish an RC-06 or CU-500 Corrections title for employees within the Department of Juvenile Justice, it will follow the procedures set forth in Article 1, Section 2 and Article 26, Section 6 of the collective bargaining agreement.

f. This Memorandum of Understanding, except for its specific terms, will not abridge or modify any other rights under the collective bargaining agreement for employees of the Department of Corrections or the Department of Juvenile Justice as separate agencies.

SIDE LETTER
UNION MEMBERSHIP

The parties recognize that there is a distinction between dues authorization and union membership and recognize that there is no impediment to an employee's right to resign union membership at any time.

Titles Added to Upward Mobility

Corrections ID Technician (RC-06)

Corrections Leisure Activity Specialist I (RC-62)

DJJ Youth and Family Specialist, Option 1 (RC-62)

Corrections Assessment Specialist (RC-63)

Bridge Agreements – from One Bargaining Unit to Another

Corrections Clerk I/II (RC-6) to Corrections Clerk III (CU-500)

Office Administrator III (RC-14) to Executive II (RC-62) (Only DOC Records Office, within same facility)

Correctional Industries Lead Worker (RC-6) to a Corrections Industries Supervisor (CU-500)

Classification Series Amendments

Lottery Telemarketing Representative (RC-14) Lottery Sales Representative (RC-62) - series Office Series is combined into one series with the Office Administrator Series (RC-14 and RC-28)

Class Studies to be performed on the Following Titles

Account Clerk I and II, Account Technician I and II: Study to be performed to determine whether the series should be combined with the Accountant and Accountant Advanced Series (RC-62)

DOC/DJJ Library Associate (RC-62): Study to be performed to investigate whether employees in the title should be upgraded to Librarian I (RC-62) in those facilities where there is no Librarian

Child Welfare Administrative Case Reviewer (RC-63) - Management will conduct class study and modify class specifications, if determined applicable.

Semi-automatic In-series Advancements Addition

Technical Advisor II (RC-10) to Technical Advisor III (RC-10) for EPA only

Salary Upgrades

Environmental Protection Specialist III (RC-63-18) - pay study will be conducted

Gaming Licensing Analyst (RC-62-13 to 15) 2 pay grade increase

Pipeline Safety Analyst I - one pay grade increase (RC-62-20 to 21)

Pipeline Safety Analyst II - two pay grade increase (RC-62-20 to 22)

Pipeline Safety Analyst III - RC-62- new title pay grade 23

Title Upgrades/reclassification

Department of Juvenile Justice Office Administrator III reclassified to Executive II