

# AFSCME Contract Changes

7/1/2012 through 6/30/2015

## Definition of Terms

f) "Facility Head" refers to the Head of a particular facility or institution of the Department of Corrections, Human Services, Children and Family Services, Veterans' Affairs, and Juvenile Justice, whichever is applicable.

g) "Working Supervisor" refers to an employee's bargaining unit supervisor identified in the Working Supervisor MOU in a classification covered by this agreement as indicated in Schedule A. Those working supervisors may perform managerial/supervisory responsibilities as historically performed within their job classification in a position identified in the Working Supervisor MOU prior to becoming bargaining unit members. The status as a Working Supervisor shall not be interpreted in a manner that would change the status of a public employee represented under the Illinois Public Labor Relations Act.

## ARTICLE I Recognition

### Section 3. Integrity of the Bargaining Unit

B. Emergency, temporary and provisional appointments shall be made in accordance with Section 8(b)(8); 8(b)(9); and 8(b)(10) of the Personnel Code. The Union shall be notified in writing within 10 business days of the appointment by the Agency and on a monthly basis by the Department of Central Management Services of the name, agency, title and position allocation number of all emergency, temporary and provisional appointments made to bargaining unit positions.

## ARTICLE V Grievance Procedure

### Section 1. Grievance

c) Grievances may be processed by the Union on behalf of an employee or on behalf of a group of employees or itself setting forth name (s) or group (s) of the employee(s). Either party may have the grievant or one grievant representing group grievant present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group. Where available, videoconferencing and teleconferencing may be used to conduct grievance meetings and/or Arbitration Hearings by mutual agreement of the parties.

### Section 2. Grievance Steps

#### Step 1: Immediate Supervisor

...Notwithstanding the above, the employee and the Union may discuss the problem with the bargaining unit working supervisor, vested with the authority by the Employer in lieu of filing a grievance. An employee and the Union shall be allowed fifteen (15) working days from becoming aware of the problem, to raise it with the working supervisor who shall have five (5) working days to respond. If an employee or the Union wishes to file a grievance at step 2 after the discussion with the working supervisor, they may do so no later than fifteen (15) working days after the working supervisor's response is due.

### Step 3: Agency Head

For the Department of Children and Family Services ~~DCFS and Revenue~~, 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 five (5) bargaining unit members. For all other Departments, they will be divided into two Multi-Agency Committees for which the Union shall be represented by Union staff and a total of ~~six (6)~~ five (5) bargaining unit members on each committee representing all other Agencies on their respective committee. The agencies will initially be divided into the following committees: Committee I shall consist of DVA, ISP, HFS, DNR, DCEO, CMS, IEMA, AGE, AGR, DOI, ICC, ICDD, LETSB, OSFM, and SRS. Committee II shall consist of IGB, Lottery, IRB, DES, DPH, DHR, FPR, DOT, Arts Council, CJIA, GAC, EPA, CDB, DMA, PTAB, PRB. The placement of other agencies, including other agencies not already assigned to a committee shall be by mutual agreement of the parties. Each agency shall be represented by the agency head or his/her designee.

### Step 4 b) Arbitration

#### Regular Arbitration

2. Arbitrators shall be selected from a permanent regular panel agreed upon by the parties. Each such arbitrator shall commit in advance to a minimum of two dates a month for the calendar year. If the parties are unable to agree on an arbitrator, the parties shall meet to discuss an alternative measure to select an arbitrator.

#### c) Arbitration Procedures

The expenses and fees of the arbitrator shall be paid by the losing party. In cases of split decisions the arbitrator shall determine what portion each party shall be billed for expenses and fees. If either party seeks to vacate an arbitrator's award, such party shall be responsible for all costs including reasonable attorney fees of both parties in seeking and defending against such action, unless the party attempting to vacate the award prevails, in which case each party shall bear its own costs. The cost of the hearing rooms, if any, shall be shared equally. Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent arbitrator(s) during the term of this Agreement or to use the expedited arbitration procedures of the American Arbitration Association.

### Section 3. Time Limits

d) If the grievant has filed an appeal with the Civil Service Commission or the Executive Ethics Commission over ~~a subject matter identical~~ an identical issue and penalty to that employee's grievance, the parties agree that the Grievance Procedure will not be applicable and the grievance shall be treated as withdrawn, unless the employee withdraws his/her appeal prior to a hearing being held and the grievance was timely filed and processed by the Union through the contractual grievance procedure.

## **Section 6. Time Off, Meeting Space and Equipment Use**

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

## **Section 9. Stewards and Union Representatives**

~~Those employees acting as stewards and/or Union representatives shall not receive preferential treatment with regards to shift job assignments. The Employer agrees, however, that such employees shall be reassigned because of operational needs only and not because of legitimate Union activity.~~

## **ARTICLE VI Union Rights**

### **Section 1. Union Activity During Working Hours**

Employees shall, after giving appropriate notice to their supervisor (including the location and approximate duration of the meeting), be allowed reasonable time off with pay during working hours to attend grievance hearings, labor/management meetings, negotiations of their own agency and/or facility supplemental agreements, meetings covering modifications of supplemental agreements, committee meetings and activities if such committees have been established by this Contract, or meetings called or agreed to by the Employer, if such employees are entitled or required to attend such meetings by virtue of being Union representatives, stewards, witnesses, or grievants, and if such attendance does not substantially interfere with the Employer's operations. Any employee exercising rights under this Section shall be limited to his/her operating agency unless the employee is requesting to attend such meetings or hearings at a worksite that does not have a steward or representative available or the employee is an officer or representative of a conglomerate local representing more than one state agency. For conglomerate locals which cover multiple work locations, only one (1) officer or representative shall be permitted to leave a given worksite and only one (1) officer or representative shall be permitted to visit a given work site of another agency at one (1) time for purposes of this section. Where current practice exists, local union representatives shall be authorized to bring union owned electronic devices, i.e., laptop computers, etc., on state premises for the purposes of performing union business. Abuse of this Section may result in termination of this practice. Extensions of this practice shall be subject to agency/facility supplemental negotiations taking into account legitimate security needs of the agency/facility.

### **Section 2. Access to State Premises by Union Representatives**

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.

### **Section 4. Union Bulletin Boards**

The Employer shall continue to provide bulletin boards and/or space at each work location. The

number, size and location of each shall be mutually agreed to by the parties in local level negotiations. The boards shall be for the sole and exclusive use of the Union. The items posted shall not be political (including solicitation of funds or volunteers for a political candidate or political party), partisan or defamatory in nature. Nor shall such literature be posted in an employee's work space.

### **Section 6. Distribution of Union Literature**

During employee's non-working hours, he/she shall be permitted to distribute Union literature to other non-working employees in non-work areas and in work areas during non-work hours giving notice upon arrival to the appropriate supervisor of the building or work location as applicable. He/she shall be allowed access to general public entrances, public hallways, cafeterias, etc., for such purposes. Such Union literature shall not solicit funds for a political candidate or political party.

### **Section 9. Stewards and Union Representatives**

Those employees acting as stewards and/or Union representatives shall not receive preferential treatment with regards to shift or job assignments. The Employer agrees, however, that such employees shall be reassigned because of operational needs only and not because of legitimate Union activity.

## **ARTICLE IX Discipline**

### **Section 1. Definition**

B. ...An employee shall, whenever possible, provide advance notice of absence from work. Absence of an employee for five (5) consecutive work days without reporting to the Employer or the person designated by the Employer to receive such notification may be cause for discharge. The above provision shall not apply so long as the employee then notifies as soon as it is physically possible.

### **Section 4. Pre-Disciplinary Meeting**

...Should the hearing be postponed or rescheduled at the request of the employee and/or the Union at a time other than before, during, or after the employee's shift, provisions for payment shall not apply. An employee's Working Supervisor may be allowed to conduct pre-disciplinary meetings under the supervision of a non-bargaining unit supervisor. The role of Working Supervisors who are union representatives shall be to provide relevant information or to attend pre-disciplinary meetings to assist in the process. The limitation of said duties shall not be detrimental in any way to the Working Supervisor's record.

## **ARTICLE XI Holidays**

### **Section 1. Amounts**

All employees shall have time off, with full salary payment on the following holidays or the day designated as such by the State:

~~Washington's Birthday Presidents' Day~~

**Section 3. Cash Payment**

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

~~Effective July 1, 2009, i~~In lieu of equivalent time off as provided for in Section 2 above, an employee who works either the actual holiday or the observed holiday may choose to receive double time cash payment, except an employee who works on only ...

**ARTICLE XII  
Hours of Work**

**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 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 1<sup>st</sup> shall be allowed to use such compensatory time through August 15<sup>th</sup> of the subsequent fiscal year.

RC-10 only

(2) (ii) *Hours worked in excess of forty (40) in the work week:*

*The payment of overtime hours worked in excess of forty (40) hours in the work week shall be in cash or compensatory time at the Employer's discretion. Compensatory time off shall be scheduled with due consideration given to the requests of the employee. 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. Employees who earn compensatory time after June 1<sup>st</sup> shall be allowed to use such compensatory time through August 15<sup>th</sup> of the subsequent fiscal year.*

**Section 11. Rest Periods**

If evidence demonstrates that circumstances prevented an employee from receiving a rest period or resulted in a rest period being interrupted, and the Employer does not authorize an

alternative time, the employee shall be entitled to compensatory time.

### **Section 15. 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 of the fiscal year shall be allowed to use such time through August 1st of the following fiscal year ~~(except RC-6 and RC-9)~~.

Employees who earn compensatory time after June 1<sup>st</sup> shall be allowed to use such compensatory time through August 15<sup>th</sup> of the subsequent fiscal year.

### **Section 17. Overtime Scheduling (RC-6 and 9)**

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 mandation to work overtime hours unless such mandation 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. 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.

h) "Emergencies" Employees shall not be required to work more than two (2) consecutive shifts except in very extreme emergencies and then only after a proper period of paid time for sleep and rest, nor shall employees be required to work seven (7) consecutive days (excluding RC-9 employees on rotating schedules whose regular schedule provides for working seven (7) consecutive days) except in an emergency.

### **Section 19. 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. 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.

### **Section 22. Stand-By Pay**

Current CMS practices (only the Department of CMS employees) providing for a volunteer response program, whereby employees are not required to be on stand-by, but who perform work via telephone during their normal off hours shall continue to be paid a minimum of one hour's pay.

### **Section 24. Travel for Required Training**

Overtime will be paid to all employees required to travel for training, orientation, or professional development when travel is in excess of their normal commute and outside their normal work hours. Where current practice exists, employees who are paid overtime for travel during their normal commute time outside normal work time, the practice shall continue.

### ARTICLE XIII

#### Insurance, Pension, Employee Assistance and Indemnification

##### Section 2. HMO's Managed Care Plans

In accordance with the provisions of Federal law and the regulations thereunder, if applicable, the Employer shall make available the option of membership in qualified health maintenance organizations managed care plans to employees and their eligible dependents who reside in the service area of qualified HMO's managed care plans. By May 1, the Employer will provide information on HMO's to the Union in sufficient quantities to mail to its members. Each year, the Employer will send a notice to the mailing address of all employees informing them of the benefit choice period which shall extend for at least 30 days from the date of the notice. The letter shall inform employees of the website(s) on which information regarding the alternative plans is available and that any individual who wants a hard copy of the information shall be provided such copy upon request.

##### Section 4. Retiree Health Insurance

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

~~Effective January 1, 1998, for each employee who becomes a new SERS or TRS annuitant and participates in the basic program of group health benefits, the State shall contribute toward the cost of the annuitant's coverage under the basic program of group health benefits an amount equal to 5% of that cost for each full year of creditable service in either the SERS or the TRS upon which the annuitant's retirement annuity is based, up to a maximum of 100% for an annuitant with 20 or more years of combined credible service in either the SERS or the TRS. The remainder of the cost of a new SERS annuitant's coverage under the basic program of group health benefits shall be the responsibility of the annuitant.—~~

~~No later than May 1 of each calendar year, the Director of Central Management Services shall certify in writing to the Executive Secretary of the State Employees Retirement System the amounts of the Medicare supplement health care premiums and the amounts of the health care premiums for all other retirees who are not eligible for Medicare.~~

~~A separate calculation of the premiums based on the actual cost of each health care plan shall be so certified.~~

~~The Director of Central Management Services shall provide to the Executive Secretary of the State Employees Retirement System such information, statistics, and other data as he/she may require to review the premium amounts certified by the Director of Central Management Services.~~

## **Section 6. Indemnification**

B. In the event that a Department of Children and Family Services (DCFS) employee is subject to a Rule to Show Cause why he/she should not be held in criminal or civil contempt, DCFS shall provide and pay for representation in the following circumstances:

...

If DCFS does not provide representation to an employee subject to a Rule to Show Cause why he/she should not be held in civil contempt and a court or jury subsequently finds that the act or omission of the state employee was within the scope of employment and was not intentional, willful or wanton misconduct, or the case is dismissed, the employee's court costs, litigation expenses and attorneys' fees shall be reimbursed pursuant to Section 2(b) of the State Employee Indemnification Act, to the extent allowable thereunder, unless an employee's suspension or discharge for the same act which gave rise to the contempt proceedings is subsequently sustained.

If DCFS does not provide representation to an employee subject to a Rule to Show Cause why he/she should not be held in criminal contempt and a court or jury subsequently finds the employee not guilty and finds that the act or omission of the State employee was within the scope of employment and was not intentional, willful or wanton misconduct, or the case is dismissed, DCFS shall reimburse the employee's court costs, litigation expenses and attorneys' fees to the extent approved by DCFS as reasonable, and to the extent such costs are not otherwise reimbursable pursuant to the State Employee Indemnification Act, unless an employee's suspension or discharge for the same act which gave rise to the contempt proceedings is subsequently sustained.

## **ARTICLE XIV Temporary Assignment**

### **Section 1. Temporary Assignment**

For Public Service Administrators temporarily assigned to non-bargaining unit positions (excluding RC-6 and RC-9) the time frames set forth in Section 3 shall not apply, but in no event shall exceed nine (9) months, unless mutually agreed otherwise.

### **Section 3. Time Limits**

- d) While a regular incumbent is attending required training classes.
- e) Up to six (6) months while a regular incumbent is on any illness or injury, Union or jury leave of absence. Extension of said time limit shall not be unreasonably denied.
- f) Up to sixty (60) 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 7. Criteria for Promotion**

If the employee who has been temporarily assigned is selected for the posted vacancy, the employee shall have his/her creditable service date adjusted to reflect the first date on which he/she was temporarily assigned without interruption. Such uninterrupted time in a temporary assignment shall be credited in determining semi-automatic promotions, if such employee has successfully performed the duty or duties which distinguish the position to which the employee has been temporarily assigned.

**ARTICLE XV**  
**Upward Mobility Program**

**Section 2. Financing**

~~For FY 2009, the allocation shall be 4.25 million. For FY 2010, the allocation shall be 4.5 million. For FY 2011, the allocation shall be 4.75 million. For FY 2012, the allocation shall be 5 million.~~ For FY 2014, the allocation shall be 5 million. For FY 2015, the allocation shall be 5 million.

**ARTICLE XVIII**  
**Seniority**

**Section 3. Termination**

Seniority shall be terminated when an employee:

- c) Is laid off for a period of ~~three (3)~~ four (4) years.

**ARTICLE XIX**  
**Filling of Vacancies**

**Section 2. Posting**

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

The Employer will also maintain all job openings in classifications which are listed in ~~Appendix~~ Schedule A, in the central list provided for under Article XV, Section 7.

- B. RC-10, 62 and 63

The Employer will also maintain all job openings in classifications which are listed in ~~Appendix~~ Schedule A, in the central list provided for under Article XV, Section 7.

- C. RC-42 and Site Technicians I and II

The Employer will also maintain all job openings in classifications which are listed in ~~Appendix~~ Schedule A, in the central list provided for under Article XV, Section 7.

- F. Acceptance of Position

Any bidder who has been selected for a vacancy must make known his/her acceptance within two (2) working days of receiving notice of his/her selection and shall be placed in the position as soon as practicable. Failure to accept the position within said time limit shall constitute a waiver of the position.

G. Pre-Selection Background Checks and Drug Testing

The parties recognize that certain positions and/or agencies require pre-selection background checks, pre-employment fitness exams and/or drug test. Consistent with current practice ~~Employees~~ who bid on such position and fail to pass a background check, pre-employment fitness exam, and/or drug test shall be disqualified for selection. An Agency shall notify the Union prior to any change in classifications/positions becoming subject to such requirement for bargaining unit employees.

**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.

G. 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 chooses to 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.

**Section 4. Shift Preference**

C. RC-42 Shift Bumping

When permanent changes in shift assignments are made, employees shall be entitled to exercise seniority to retain their shift assignments or to displace the least senior employee on a shift 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. A permanent change in an employee's shift assignment shall be made effective on the first day of the employee's new work week. 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.

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

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

5) Selection from the B grade list shall take place only after there are no A bidders, or after the A's on the competitive promotional register are exhausted. The register shall be considered exhausted when there are not more than two A's on it who have not indicated that they waive rights with respect to the position in question. Selection from those employees not receiving an A or B shall take place only after the A and B eligible registers are exhausted and/or there are no A or B bidders. Employees on the A or B list who have been contacted by the Employer shall be considered to have waived if they have not responded within five (5) days to a request for waiver. ~~(See Memorandum of Understanding with regards to Filling of Vacancies).~~

B. RC-42 Only

4) Selection from the B grade list shall take place only after there are no A bidders, or after the A's on the competitive promotional register are exhausted. The register shall be considered exhausted when there are not more than two A's on it who have not indicated that they waive rights with respect to the position in question. Selection from those employees not receiving an

A or B shall take place only after the A and B eligible bidders are exhausted and/or there are no A or B bidders. Employees on the A or B list who have been contacted by the Employer shall be considered to have waived if they have not responded within five days to a request for waiver. ~~(See Memorandum of Understanding with regards to Filling of Vacancies).~~

D. When a position is vacated by an employee choosing 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**

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 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.

C) When a position is vacated by an employee choosing 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.

## **Section 8. Promotion and Conversion of Intermittents**

Where a vacancy arises in a work location in a classification for which there exists a parallel intermittent classification, intermittents who bid shall be grouped with bidders from the next lower-rated classification. Intermittent Program Representatives and Intermittent Service Representatives, shall be considered equal in status for filling vacancies for full time Program Representative and Service Representative Positions. In the event that an intermittent is awarded the position, he/she shall be considered converted in status. In the event that two (2) IDES Intermittent Program Representatives at the work location have been utilized for 1500 hours or more for three consecutive federal fiscal years, a full time Program Representative position shall be posted and filled at that work location. Intermittent laborers who are not certified shall be allowed to bid and will be interviewed for positions prior to hiring from the outside for full-time vacancies.

## **Section 9. Semi-Automatic In-Series Advancement**

For the purposes of this Article, jobs currently being filled through semi-automatic "in-series advancement" shall not be considered as permanent vacancies. Upon eligibility, employees shall be promoted and semi-automatically advanced once they have received a satisfactory annual evaluation and a promotional "A" or "B" grade from the Department of Central Management Services. The effective date of such promotion shall be no later than the date the employee completed the required time period for such advancement, provided the annual evaluation is at least satisfactory and the employee has received a promotional "A" or "B" grade. Failure to issue a grade within fifteen (15) days after the employee timely submits all required documentation shall not affect the effective date of the semi-automatic promotion.

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

Gaming Special Agent Trainee to Gaming Special Agent  
Gaming Special Agent to Gaming Senior Special Agent

## **ARTICLE XX**

### **Layoff**

#### **Section 1. Application**

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 shutdown 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**

e) No certified or probationary employee within a position classification within an appropriate organizational unit and work location shall be laid off until any temporary, provisional or emergency employee, and the Personal Service and Vendor Contract worker who performs substantially similar duties to the position classification of the employee who otherwise would be laid off are within such position classification or in a position classification performing substantially similar duties as set forth in the laid-off employees' position description is terminated noncertified. No certified or probationary employee within a position classification within an appropriate organizational unit shall be laid off until an employee in a trainee position classification within the classification series or an employee in a trainee position classification who has a targeted title to a position within the classification series within either the appropriate organizational unit or worksite is first terminated noncertified. No certified employee within a position classification within an appropriate organizational unit shall be laid off until all original appointment, probationary employees within the same position classification within the appropriate organizational unit are first laid off. Notwithstanding the above, if there is no employee subject to layoff who is qualified and wishes to perform the work of a Personal Service and Vendor Contract worker who performs substantially similar duties to the position classification, such Personal Service and Vendor Contract worker need not be terminated.

#### **Section 4. Recall**

(a) (3) ...Effective July 1, 2013, all employees subject to layoff or on layoff may select up to three (3) counties on whose recall list they wish their name to appear, and shall be so listed. Such county

preference must be made known to the Employer any time prior to the effective date of the layoff or prior to July 1, 2013, whichever comes later. However, if a facility or office is closed, such employees will be allowed to select up to four (4) counties.

If an employee elects a lateral move, ~~or takes a voluntary reduction in lieu of layoff~~, or is recalled to another county other than his/her county of layoff, he/she shall retain recall rights to his/her county of layoff. If an employee takes reduction in lieu of layoff, he/she shall retain recall rights for their previous classification to his/her county of layoff and two additional counties.

Effective July 1, 2013, if an employee elects a lateral move, or is recalled to another county other than his/her primary county of layoff, he/she shall retain recall rights to his/her primary county of layoff. If an employee takes reduction in lieu of layoff, he/she shall retain recall rights for their previous classification to his/her primary county of layoff and two additional counties.

c) An employee laid off shall retain and accumulate seniority and continuous service during such layoff not to exceed ~~three (3)~~ four (4) years. Nothing herein shall prohibit the parties from extending such period upon mutual agreement.

e) The employee's right to recall shall exist for a period of ~~three (3)~~ four (4) years from the date of layoff. ...

## **Section 5. Non-Scheduling of Intermittents**

Intermittents who have worked at least 1200 hours over the prior 18 months, and have been non-scheduled for more than half the normal work schedule over the most recent 180 calendar days, or intermittents who have been informed by the Department that they are unlikely to be scheduled for at least 180 days, shall upon request be designated as subject to layoff for the purpose of exercising their rights under Article XIX, Section 2B.c) Intra- and Inter-Agency Transfer on Recall and under Appendix A, Section 11 Laid Off and Furloughed Employees. Such rights under Article XIX, Section 2B.c) Intra- and Inter-Agency Transfer on Recall shall extend for a period of two (2) years from the last date scheduled. Conversion of Intermittent Employment Security Program Representatives and Intermittent Employment Security Service Representatives shall be conducted under Article XIX, Section 8 prior to these rights be afforded.

## **ARTICLE XXIII Leaves of Absence**

### **Section 9. Family Responsibility Leave**

e) "Family" has the customary and usual definition for this term for purposes of this Section, that is:

1) group of two or more individuals living under one roof, having one head of the household and usually, but not always, having a common ancestry, and including the employee's spouse, and/or civil union partner;

### **Section 12. Attendance in Court**

... An employee called for reasons contained herein shall have such days considered as days worked for the purpose of scheduling and shall be given commensurate days off from work on his/her next scheduled work day(s) for any days which he/she would otherwise not have worked. Employees selected to serve on a jury shall, upon request receive a temporary work schedule change to the day shift for the duration of his/her jury duty period.

An employee subpoenaed by a legislative, judicial, or administrative tribunal for non-work related personal litigation shall be granted benefit time if such time is available, or authorized dock time, at the employee's choice.

### **Section 15. Sick Leave**

A. All employees shall accumulate paid sick leave at the rate of one (1) day for each month's service. Sick leave may be used for illness, disability, or injury of the employee, appointments with a doctor, dentist or other professional medical practitioner (including a person who holds a current national certification as a nurse practitioner), and in the event of illness, disability, injury, appointments with a doctor, dentist or other professional medical practitioner (including a person who holds a current national certification as a nurse practitioner), or death of a member of an employee's immediate family or household. For purposes of definition, the "immediate family or household" shall be husband, wife, civil union partner, mother, father, mother-in-law, father-in-law, brother, sister, children, grandchildren or any relative or person living in the employee's household for whom the employee has custodial responsibility or where such person is financially and emotionally dependent on the employee and where the presence of the employee is needed. Sick leave may also be used in the event of death of grand relations, parent-and child-in-laws and brother and sister-in-laws. Such days may be used in increments of no less than one (1) hour at a time for RC-10, 14, 28, 42, 62 and 63 bargaining unit employees. For RC-6 and 9 bargaining unit employees, except for pre-scheduled office visits or examinations which may be charged against sick leave in one (1) hour increments, sick leave shall be used in one-half (1/2) day increments. For all bargaining units, supervisors may however, grant employee requests to use sick leave in increments of fifteen (15) minutes after a minimum use of one-half (1/2) hour. ...

### **Section 19. Service-Connected Injury and Illness**

An employee who suffers an on-the-job injury or who contracts a service-connected disease, shall be allowed full pay during the first calendar week without utilization of any accumulated sick leave or other benefits, provided the need for the absence is supported by medical documentation. This allowance with full pay for up to one calendar week shall be made in advance of the determination as to whether the injury or illness is service connected. If, within 30 days of the date of the allowance of full pay under this section, the employee has failed to complete the required paperwork and submit documentation to reach a decision regarding the service connected nature of the injury or illness, the time granted may be rescinded and the days will be charged against the employee's accumulated benefit time. Thereafter, the employee....

### **Section 21. Illness or Injury Leave (Non-service Connected)**

Employees who have utilized all their accumulated sick leave days (except as provided in Section 19 above) and are unable to report to or back to work because of the start of or continuance of their sickness or injury, including pregnancy related disability, shall receive a non-service disability leave. During said leave the disabled employee...

### **Section 25. Resolution of Leave Disputes**

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

## **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 weeks (20 work days) of paid maternity/paternity leave for each pregnancy resulting in birth or multiple births. Should both parents be employees they shall 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 pregnancy's in a year, no employee shall receive more than 6 weeks (30 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. All female bargaining unit members who show proof that they have received prenatal care in the first 20 weeks will be eligible for four (4) weeks (20 work days) paid maternity leave. Such proof shall be provided to the Employer no later than the 24<sup>th</sup> week of pregnancy. All male bargaining unit members who show proof that their spouses have received prenatal care in the first twenty weeks, with notification to the Employer within 24 weeks, will be eligible for four (4) weeks (20 work days) of paid paternity leave. The State shall require proof of the birth and marriage for a non-covered spouse. Maternity and/or paternity leave shall be limited to one (1) leave per family for each birth. Leaves under this Section shall also be granted in cases of a full term still born child.

All bargaining unit members are eligible for four (4) weeks (20 days) of paid leave with a new adoption, with the leave to commence when physical custody of the child has been granted to the member, provided that the member can show that the formal adoption process is underway. The agency personnel office must be notified, and the member must submit proof that the adoption has been initiated. Adoption leave shall be limited to one (1) leave per family per year. 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 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 weeks (30 work days) of paid leave under this Section per year.

Maternity/Paternity leave is for the purpose of bonding with the new member of the household. Employees are not eligible for the above referenced leave in the event the adoption is for a step-child or relative with whom the employee has previously established residency for a period one (1) year or more.

## **Section 27. Family Medical Leave Act**

Employees who qualify for intermittent leave pursuant to the Family Medical Leave Act shall be granted such intermittent leave.

# **ARTICLE XXV Working Conditions, Safety and Health**

## **Section 1. Safety and Health**

(ix) Workplace violence.

Where, following such meetings, agreement is reached as to the existence of the unsafe or unhealthy working condition, the Employer shall attempt to correct it within a reasonable time utilizing existing budget funds. If no budget funds are then available, the Employer shall make provisions for such corrections in its next budget. Notwithstanding the above, a health and safety problem which is a violation of an OSHA standard, as either determined by OSHA or mutually agreed to by the parties, shall be remedied in accordance with the law. Subject to the operating needs of the Employer and with reasonable advance notice, the Union shall have the right to have the premises inspected by an inspector of the Union's choosing, at no expense to the Employer.

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

In the event a grievance over ~~this~~ Section 1 and 2 of this Article proceeds to Step 4b of the grievance procedure, the arbitrator shall determine:

- (i) Whether the claimed unsafe or unhealthy working condition exists;
- (ii) If so, whether the Employer's proposed remedy thereof is reasonable and in accordance with Section 2 of this Article under the relevant circumstances.

If the arbitrator determines that the claimed unsafe or unhealthy working condition exists and the Employer's proposed remedy is unreasonable, he/she shall order it corrected and the Employer shall make every effort to correct it using the best means available to do it. Provided, however, that where funds for the remedy have not been budgeted, the Employer shall make every effort to secure the necessary funds to correct the condition. Notwithstanding the above, a health and safety problem which is a violation of an OSHA standard, as either determined by OSHA or mutually agreed to by the parties, shall be remedied in accordance with the law.

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

## **Section 2. State Health and Safety Program**

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

The Employer shall designate a Safety Officer for each agency with 500 or more employees.

## **Section 8. Communicable Disease**

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

## **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.

*Moved to DNR Supplemental*

~~(RC 42 and Site Technicians I and II) Any such protective equipment and wearing apparel given to certain employees for certain tasks and assignments shall similarly be given to all employees at different work sites performing the same tasks and assignments. (The parties further agree that such shall be applicable to all bargaining units in the Department of Natural Resources).~~

## **ARTICLE XXVIII Employee Development and Training**

### **Section 2. Courses of Instruction**

~~The Employer will request funding for a budget of at least \$20 per employee per fiscal year for purposes of tuition reimbursement.~~ 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. ...

### **Section 6. Grades**

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, excluding classifications with recency requirements. 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 XXIX Sub-Contracting**

### **Section 2. Application**

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

a) Provide reasonable advance notice, which shall not be less than forty-five (45) days, except in emergency situations, prior to the issuance of a request for services, in writing, to the Union. Such notices shall not be required for renewal of sub-contracts, if the Union has been notified of a previous contract for such work, unless there is a substantial modification to the scope of work or cost in the renewal of the sub-contract.

c) The Employer shall provide a cost comparison of the expenses the Employer projects it will incur over the term of the contract if the Employer continued to perform such services using bargaining unit employees compared to the expenses the Employer projects if a third party performed such services. Such comparison shall include cost projections for 3 years, or the length of the contract, whichever is less.

ed) If the Employer decides to enter into the sub-contract, it will inform the Union of its decision. Such notification is not necessary for renewal of contracts, if the Union has been notified of a previous contract for such work, unless there is a substantial modification to the scope of work or cost in the renewal of the subcontract.

de) When contemplated sub-contracting ...

## **ARTICLE XXXI Miscellaneous Provisions**

### **Section 4. ~~Rehabilitation~~**

~~In accordance with the principles of the State of Illinois, the Employee Assistance Program as outlined in the April 1974 booklet of that title and amended by the Governor's October 1978 letter and policy statement, the Employer shall make aware and offer referral for diagnosis and treatment to employees experiencing alcohol, drug or emotional problems.~~

### **Section 54. Notification of Leave Balances**

### **Section 65. Printing 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 76. Travel (RC-42 and Site Technicians I and II)**

### **Section 87. Educators' Fringe Benefits (RC-63)**

### **Section 98. Commercial Drivers License**

### **Section 109. Public Service Quality Involvement Committees**

### **Section 1110. Reasonable Accommodations Under the Americans with Disabilities Act**

### **Section 121. Supplementary Agreements**

### **Section 132. Disposition of Work During Absences**

### **Section 143. Docking**

### **Section 154. Fitness for Duty**

### **Section 165. Payroll Errors**

### **Section 176. Calculation of BackPay**

## **ARTICLE XXXII Wages and Other Pay Provisions**

### **Section 2. Promotions/Voluntary Reductions**

When an employee is promoted, he/she shall be paid at the lowest step rate in the new position classification which represents at least a full step increase in his/her former classification. Longevity pay, as provided in Article XXXII, Section 6(c), shall be included in an employee's rate of pay when determining whether a step represents a full step increase. If a promoted employee's creditable service date is within 90 days of the effective date of the promotion, the Employer shall also include the projected service increase in the computation of the promotional salary increase.

### Section 3. Shift Differential

Employees shall be paid a shift differential of ~~67~~ 80 cents per hour in addition to their base salary rate for all hours worked if their normal work schedule for that day provides that they are scheduled to work and they work half or more of such work hours before 7 a.m. or after 3 p.m. Such payment shall be for all paid time.

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

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

### Section 4. Steps

Effective upon the date of signature of the Agreement, Step 1a, 1b, and 1c shall be implemented for all employees hired on or after the date of signature of the Agreement with a 3% step differential.

### Section 6. General Increases

- a) Effective July 1, 2013, the pay rates for all bargaining unit classifications and steps shall be increased by 2.00%, which rates are set out in Schedule A.
- b) Effective July 1, 2014, the pay rates for all bargaining unit classifications and steps shall be increased by 2.00%, which rates are set out in Schedule A.
- ~~hc)~~ Effective July 1, 2013, the Step 8 rate shall be increased by \$25.00 per month to \$75.00 a month for those employees who attain ten (10) years of continuous service and have three (3) or more years of creditable service on Step 8 in the same or higher pay grade on or before July 1, 2013. For those employees who attain fifteen (15) years of continuous service and have three (3) or more years of creditable service on Step 8 in the same or higher pay grade on or before July 1, 2013, the Step 8 rate shall be increased by \$25.00 per month to \$100.00 a month.
- id) Employees whose salaries are above the maximum Step rate will continue to receive all applicable general increases and any other adjustments (except [~~hc~~], above) as provided for in this Agreement. For these employees, the increase provided for in (~~hc~~) above shall be limited to the amount that would increase the employee's salary to the amount that is equal to that of an employee on the maximum Step rate with the same number of years of continuous and creditable service.
- je) Notwithstanding anything above, employees receiving longevity pay shall continue to receive such pay as long as they remain in the same or successor classification as a result of a reclassification or reevaluation.

### Section 7. Step 8

f) Employees who are eligible for longevity pay pursuant to Section 6 (~~hc~~) of this Article on or before January 1, 2002, shall continue to receive longevity pay after being placed on Step 8 while they remain in the same or lower pay grade.

## **Section 8. Classifications/Upgrades**

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

~~Clinical Laboratory Associate  
Corrections Laundry Manager  
Dental Assistant  
Dental Hygienist  
Emergency Response Lead Telecommunicator  
Emergency Response Telecommunicator  
Environmental Protection Geologist I, II, and III  
School Psychologist~~

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

~~Social Worker I, II, III, and IV~~

In the event the parties negotiate salary upgrades, placement shall be handled as follows:

## **Section 13. Maximum Security**

All employees with seven or more years of continuous service with the Department of Corrections and Juvenile Justice who are currently employed at Department of Corrections or Juvenile Justice maximum security institutions shall be placed on the maximum security schedule as long as they remain employees at a maximum security facility.

## **Section 14. Academic Year Educators**

Beginning with the ~~2000-2001~~ 2013-2014 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.

## **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, then such increases and/or favorable insurance treatment shall be afforded to the employees covered by this agreement.

Any employee who is not paid the negotiated wage rate as scheduled in this Agreement shall not be charged any increased cost for health insurance premiums, co-payments, or

deductibles provided for in the Agreement during the period he/she is not being paid the negotiated rate established in the wage and salary schedule.

**ARTICLE XXXV  
Termination**

This Agreement shall be effective July 1, 2012, and shall continue in full force and effect until midnight June 30, 2015, and thereafter from year to year, unless not more than 180 days, but not less than 60 days prior to June 30, 2015, or any subsequent June 30, either party gives written notice to the other of its intention to amend or terminate this Agreement.

**MEMORANDUM OF UNDERSTANDING/SIDE LETTERS**

**Alternate Work Schedules/Telecommuting**

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

**Memorandum of Understanding  
AFSCME Benefits Trust**

The Employer shall make payable to the AFSCME Benefits Trust an amount equal to \$35.00 per employee each fiscal year for purposed of administering an EAP program for employees the Union represents.

Such payments to the AFSCME Benefits Trust shall be made based upon the number of employees represented by AFSCME on the payroll as of May 30 of the prior fiscal year and shall be released pursuant to the terms of the vendor contract signed by AFSCME Benefits Trust and the Department of Central Management Services.

**Memorandum of Understanding  
Between  
AFSCME Council 31  
And  
Central Management Services**

The parties agree that they shall not cite or refer to as precedent State of Ill. Departments of Central Management Services, Corrections, and Juvenile Justices, and AFSCME Council 31 (class action facility closures) AFSCME Nos. 2012-07-38775, 2012-07-38876, CMS Arb. No. 12-120 (Bierig October 27, 2012)

**CLASSIFICATION STUDY**

~~The Employer shall complete a classification study by January 1, 2010 for the following:~~

~~Health Care and Family Services/Child Support Division~~

~~The Employer shall complete a classification study by January 1, 2009 to research promotional bridges for the following:~~

~~Corrections Identification Technician in series with B of I Supervisor~~

~~Corrections Food Service Supervisor III in series with Corrections Food Service Supervisor I and II~~

~~Corrections Supply Supervisor III in series with Corrections Supply Supervisor I and II~~

~~Correction Laundry Manager II in series with Corrections Laundry Manager I~~

**Memorandum of Understanding  
Between  
AFSCME Council 31  
And  
Central Management Services**

In the administration of Article IX, § 1 (A) and Article V of the Master Agreement, the parties may resolve disciplinary grievances by executing an agreement that is without prejudice or precedence in the disposition of other cases and may not be utilized in any subsequent proceedings except for the enforcement of its terms.

An agreement without prejudice or precedence does not, however, bar the Employer from using its disposition when formulating future discipline concerning the same employee addressed in the agreement.

For Arbitration hearings only, evidence of the discipline arising from the agreement shall be limited to: (1) the settlement agreement; (2) the grievance (if any); and (3) the charge, provided however, that pursuant to Article IX, § 6 (a) of the Master Agreement, the charge must be a clear and concise written statement of the reasons for the discipline.

The decision as to whether a grievance should be resolved with or without precedent and prejudice should be made on a case-by-case basis.

**GRACE PERIODS, LATE ARRIVALS, EARLY DEPARTURE**

1. All past practices in the Department of ~~Public Aid~~ Health Care and Family Services concerning all grace periods regarding tardiness and all past practices regarding the three times tardy per month and excused early departure leave shall cease effective December 31, 1984.

***Ground Rules Side Letter***

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

**HB 5011**

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

**Memorandum of Understanding  
Between  
AFSCME Council 31  
And  
Central Management Services**

The parties agree that, per Article IX, § 1 of the Master Agreement, “[d]iscipline shall be imposed as soon as possible after the Employer is aware of the event or action giving rise to the discipline and has a reasonable period of time to investigate the matter. . . .”

The parties further agree that the three part test set forth in AFSCME Council 31 and State of Ill., Dep’t of Mental Health (Cleo Newman Discipline), AFSCME No. 94-09-12935, CMS Arb. No. 2321 (Nielsen 1995), is appropriate for applying Article 9, § 1.

1. whether the lapse in time, on its face indicates that the State did not impose discipline "as soon as possible;"
2. whether the delay may be reasonably explained; and
3. whether the delay, if reasonably explained, either so impeded the grievant's ability to mount a defense, or otherwise prejudiced the Grievant that the State should be barred from imposing discipline.

Id. at 31.

**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.

**LAYOFF  
TEMPORARY, PROVISIONAL, EMERGENCY EMPLOYEE-  
ARTICLE XX, SECTION 2 (e)**

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

**Add to ISP Supplemental**

***ISP Addendum to Light Duty Side Letter***

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

IV. — Procedures

IV.A. Medical Duty Assignment

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

IV.A.1.a. — the Medical Liaison;

IV.A.1.b. — the employee

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

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

IV.A.1.e. — the employee’s designated Union representative.

**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 ~~effective July 1, 2010~~ employees shall not be disciplined for refusing a mandation to work overtime hours unless such mandation occurs in unforeseen or unusual circumstances beyond the control of the Employer, including unexpected absences discovered at the commencement of a 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.

~~Overall overtime in DHS, DVA, DOC, and DJJ facilities that has reached excessive levels shall be reduced with a goal of a reduction of at least 30% in each Agency from FY ’09 in FY’10, and at least 50% in each Agency from FY’09 levels in FY’11. No later than January 15, 2010, the parties shall meet to review the impact of the increased staffing on mandatory overtime, and if necessary, amend this Memorandum to reflect any further addition of staff necessary to meet the overtime goals of this Memorandum.~~

~~It is the intent of this Agreement that these goals be attained without compromising security in youth centers and prisons, or resident/veteran to staff ratios in DHS or DVA facilities.~~

Accordingly, no mandatory posts in DOC or DJJ shall be eliminated (including conversions from mandatory to “mandatory as needed”) nor shall any staff ratios (other than a reduction based upon resident/veteran’s acuity needs) in DHS or DVA facilities be reduced prior to notification and, upon request by the Union, a meeting between the parties concerning the reasons for the proposed changes.

## 2012-2015 AFSCME Master Contract Changes

~~Nothing herein~~ Pursuant to paragraph one above, this MOU shall be construed as not otherwise altering overtime procedures, nor shall there be a diminution of the number of employees permitted to take days off on any shift at any facility.

~~In order to achieve these goals, the parties shall seek revenue enhancements. Subject to budgetary appropriations, the Employer agrees to the following minimum increases in staff:~~

~~DOC: prior to July 1, 2009 a cadet class of 120  
July 1 through January 1, 2010 four (4) cadet classes of 120 each~~

~~DJJ: prior to July 1, 2009 a cadet class of 30  
July 1 through January 1, 2010 2 cadet classes of 25~~

~~DHS Facilities: July 1, 2009 through January 1, 2010 300 additional staff  
July 1, 2010 through January 1, 2011 200 additional staff~~

~~DVA Facilities: July 1, 2009 through January 1, 2010 85 new staff~~

~~The additional staff hired in FY '10 and FY'11 is intended to increase the net number of staff working in each agency on June 30, 2009 by the numbers indicated above. Additionally, the Employer shall seek the inclusion of funds in the FY'10 and FY'11 budgets to meet the staffing goals of this Memorandum.~~

~~Should any facility in DOC, DJJ, DHS, or DVA close during FY 10 or FY 11, the parties shall factor in any deployment of staff from closed facilities to other facilities, as well as factor in any movement of inmates or residents from one facility to another in determining the number of staff needed to be consistent with this Agreement.~~

In the event there is an material expansion of beds operated by a Department, the parties shall meet to discuss its impact on this Agreement and determine whether additional staff is needed to meet its goals.

~~Additionally, the Departments of Corrections', Human Services', Juvenile Justice and Veterans' Affairs' filling of vacancy procedures shall be designed to meet the overtime reduction goals of this Memorandum.~~

~~By September 1, 2009~~ The Employer shall provide to the Union the following most recent available information for each facility in DOC, DHS, DJJ, and DVA, as appropriate for on the 15<sup>th</sup> of each month of ~~June, 2009~~:

1. number of inmates/juveniles
2. number of residents
3. number of frontline staff
4. number of overtime hours worked, including number of overtime hours worked by each individual working overtime
5. number of mandatory overtime hours worked

~~On the 15<sup>th</sup> of each subsequent month, the Union shall be provided with the above information, as well. Agencies shall provide such information to the Union as it becomes available.~~

~~At the request of the Union the Employer shall meet with the Union to clarify any questions the Union may have; to address any issues which the Union may raise with respect to the achievement of the goals of this Agreement; and to make any adjustments necessary to achieve these goals.~~

~~Nothing herein shall be considered a waiver of the Employer's right to determine the size and composition of its workforce, except for the purposes of enforcement of this Agreement.~~

~~This Memorandum shall become a part of the Master Agreement (September 5, 2008 — June 30, 2012)~~

### **NON-CODE EMPLOYEES**

... However for Layoff purposes only, a non-code employee shall be allowed to bump into a previously certified code position or a code position in a lower title in a previously certified series. A non-code employee shall be offered a vacant code position for which he/she is qualified and eligible to avoid layoff in his/her employing agency pursuant to Article XX, Section 3(j) or any other agency pursuant to Article XX, Section 3(k). Such employee must meet the minimum qualifications for the vacancy as determined by the Department of Central Management Services, for the period a non-code employees on a recall list, a non-code employee shall have rights to bid on his/her agency's code positions pursuant to the Intra-Agency and Inter-Agency Transfer on Recall as set forth in Article XIX provided the employee receives an "A or B" open competitive grade for the classification for which the vacancy exists as determined by the Department of Central Management Services. The non-code employee shall serve the appropriate four (4) month probationary period or established trainee program period pursuant to the appropriate trainee agreement.

For the period a non-code employee is in laid off status and on a recall list, a non-code employee shall request to the Department of Central Management Services that he/she have rights to bid on code positions pursuant to Inter-Agency Transfer on Recall as set forth in article XIX provided the employee receives an "A or B" open competitive grade for the classification for which the vacancy exists as determined by the Department of Central Management Services. Such requests shall not be unreasonably denied. The non-code employee shall serve the appropriate for (4) month probationary period or established trainee program period pursuant to the appropriate trainee agreement. ...

### **OUT OF STATE REVENUE AUDITORS AND REVENUE AUDITOR SUPERVISORS**

Effective July 1, 2009, the higher rate allotted to those employees living in California or New Jersey shall be allotted to those employees living or working in California or New Jersey. These provisions shall not apply to employees hired after April 1, 2013.

### **Memorandum of Understanding Between**

**AFSCME Council 31 & Illinois Dept. of Revenue  
Out of State Revenue Auditors and Revenue Auditor Supervisors**

This agreement supersedes any prior MOU on Out of State - Revenue Auditor Trainee RC-062-15, Revenue Auditor I RC-062-21, Revenue Auditor II RC-062-24, Revenue Auditor III RC-062-26, Revenue Computer Audit Specialist RC-062-27, and Revenue Audit Supervisor RC-062-29 (collectively hereinafter "Out Of State Auditors") rate of pay.

1. Effective July 1, 2010 Out Of State Auditors shall be allotted the higher rate of pay if:
  - a. They live in California; or
  - b. Fifty percent (50%) or more of their work is within a two-hundred (200) mile radius of the Paramus N.J. Illinois Department of Revenue office; or
  - c. Fifty percent (50%) or more of their work is within the District of Columbia.

...

These provisions shall not apply to employees hired after April 1, 2013.

**Part-time Site Technicians I and II, Natural Resources Technician I and II and Clerical  
Employees at the Department of Natural Resources Side Letter**

All Clerical Staff (RC-14) employed by the Department of Natural Resources where the employees work more than 50% shall be converted to full-time positions, unless the employee chooses otherwise.

**Memorandum of Understanding  
Between  
AFSCME Council 31  
And  
Central Management Services**

The parties agree that they shall not cite, or refer to, as precedents: (1) State of Ill., Dep'ts of Cent. Mgmt. Serv. & Human Serv. and AFSCME Council 31 (Caroline Jones Discipline), AFSCME No. 10-10-36424, CMS Arb. No. 6103 (Zipp 2011); and (2) Ill. Dep't of Human Serv. and AFSCME Council 31 (Renee Thornton Discipline), AFSCME No. 11-03-37039, CMS Arb. No. 6159 (Stanton 2011).

**PERSONAL SERVICE CONTRACTS**

2. Notwithstanding the above, the Employer may contract for personal services for a position with an individual or an agency (1) for a non-renewable period not to exceed 90 days to meet the emergency situations consistent with the conditions of section 8b.8 of the Personnel Code, or (2) for a period not to exceed 6 months out of any 12 month period which is determined to be temporary or seasonal consistent with the conditions of section 8b.9 of the Personnel Code, or (3) for a period not to exceed 6 months out of any 12 month period where there is no appropriate eligible list available consistent with the conditions of section 8b.10 of the Personnel Code.
3. The Union shall be provided with notice within ten (10) business days of entering into of

all such contracts and on a bi-monthly basis. Such notice shall include, at a minimum, the following information: the name of the individual; position classification he/she shall be occupying; the rate of pay; the dates of the contract; the employing department; a description of the work to be performed; and the location of the work.

#### **~~PSA TEMPORARY ASSIGNMENT TIME LIMITS EXTENSION~~**

~~From July 1, 2008 through June 30, 2010, notwithstanding the provisions of Article XIV, Section 3, the Employer may temporarily assign a Public Service Administrator to a position which is not a part of any bargaining unit without regard to the time limits set forth herein. The two (2) year timeframe shall also commence upon date of certification for any additional Public Service Administrator accreted into a bargaining unit covered by this Agreement, provided however this side letter shall expire not later than June 30, 2011 unless the parties mutually agree otherwise~~

#### **~~PUBLIC SERVICE ADMINISTRATORS, OPTION 6~~**

~~The parties hereby agree that the terms of the RC-63 collective bargaining agreement shall be applicable to Public Service Administrators, Option 6 in the RC-150 bargaining unit effective December 31, 2008. The parties agree that for the purposes of implementation, there shall be no recalculation of overtime, temporary assignment pay or dockage for the employees covered by the memorandum. The RC-150 bargaining unit shall be the unit designation pursuant to the Certification of Representative set forth in Case Numbers S-RC-07-078 and S-RC-07-150 effective December 5, 2008 *nunc pro tunc* December 2, 2008. The Employer shall not object to the Union's petition to amend certification in Case Number S-AC-09-002.~~

#### **Side Letter**

The Department of Revenue shall be placed in Committee II of the Multi-Agency committee for one year. After that year, the parties shall meet to discuss the Department of Revenue's continued involvement in the Multi-Agency Committee. If the parties mutually agree, a separate Revenue Committee may be established. Prior to the first meeting of the Multi-Agency Committee, the Department of Revenue and AFSCME Council 31 shall meet to discuss confidentiality matters to ensure compliance with State and Federal Tax Laws and Regulations.

#### **ARTICLE XX, SECTION 3(k) PROCESS MEMORANDUM OF UNDERSTANDING**

2. As soon as practicable after an agency notifies CMS it has completed its employee layoff meetings and CMS has had an opportunity to review and approve the agency's layoff plan and to verify that there are employees eligible for an Inter-agency Transfer on Layoff pursuant to Article XX, Section 3(k), but in no event later than 30 days prior to the effective date of the layoff, except in emergency situations as referenced in Article XX, Section 3(l), CMS shall instruct all agencies to submit a list of available, funded vacancies that the agencies intend to fill. The parties agree that if it is more than 30 days prior to the effective date of the layoff, it may not be practicable for CMS to instruct all agencies to submit a list of available, funded vacancies until all agencies processing a

layoff have completed their layoff meetings and have had their layoffs reviewed and approved by CMS.

### **SIDE LETTER**

~~The parties agree that the Social Service Program Planner IV classification shall be subject to specialized skills in accordance with Article XVIII, Section 2 and Article XIX, Section 2, and will be so designated in Schedule A.~~

### **SPECIAL GRIEVANCES**

In accordance with the provisions of Article V, Section 4, the parties agree to the following procedures for the processing of grievances pertaining to matters of:

#### 4) Schedule Changes

Schedule change disputes pursuant to Article XII, Section 19, Supplementary Agreements, may be moved to arbitration by either party after ninety (90) days from the first date of negotiations. Nothing herein shall prohibit the parties from mutually agreeing to advance to arbitration prior to the completion of ninety (90) days. The parties agree to make every effort to schedule the dispute for an arbitration hearing within sixty (60) days of when it is advanced to arbitration. The parties agree that the arbitrator selected to hear the dispute will provide a written decision to the parties within two (2) weeks following conclusion of the arbitration hearing. Such decision need not contain the arbitrator's complete rationale, but may merely uphold or deny the grievance with the accompanying remedy, if applicable. A complete decision will be furnished to the parties within thirty (30) days of the close of the record. Briefs may be filed at the request of either party.

### **SIDE LETTER**

The parties agree that below listed classifications shall be subject to specialized skills in accordance with Article XVIII, Section 2 and Article XIX, Section 2, and will be so designated in Schedule A.

Accountant Supervisor

Human Resources Specialist

Technical Specialist (CDB)

Chief Steward (Racing Board)

Steward (Racing Board)

Alternate Steward (Racing Board)

### **SUPPLEMENTARY AGREEMENTS**

All supplementary agreements are hereby renewed for the duration of the Master Contract. Any agency or local supplementary agreement can be re-opened for negotiations once during the first twelve months of the Master Contract by either party to the supplement. The supplemental is considered open after serving a thirty (30) day written notice upon the other party with copies of said notification sent to Central Management Services and AFSCME Council 31. Except as

provided below, all supplementary agreements shall remain in full force and effect during negotiations and until such time as a successor supplement is completed and approved by Central Management Services and AFSCME Council 31. There may be two (2) levels of supplementary negotiations, the agency and the facility. Time and place of such negotiations shall be by mutual arrangement of the parties, but both parties agree to facilitate such meetings in order to meet the time requirements in this Agreement. The number of employees on the Union committee for Facility negotiations shall be in accordance with past practice; the number for Agency negotiations shall be four (4) from each bargaining unit.

Agency negotiations shall include:

- (o) Grooming Standards.
- (p) Reasonable suspicion testing procedures.

Any supplemental that remains unsettled ninety (90) days from the first meeting shall be subject to negotiations between AFSCME Council 31 and Central Management Services. Nothing herein shall prohibit the parties from mutually agreeing to advance to arbitration prior to the completion of ninety (90) days. Upon a request to negotiate, the parties shall meet within fifteen (15) days to commence negotiations. In the event that negotiations remain unsettled thirty (30) days from the first meeting between CMS and AFSCME Council 31, either party may move the dispute to arbitration.

**TRAINEE TITLES**

(\*) *See Title Specific Memorandum of Understanding*

Number	Class Title	Max. Prog. Length	Barg. Unit
22	Forensic Scientist Trainee	*36 1/2 Mos.	RC-062
23	Geographic Information Trainee	12 Mos.	RC-063

\*Forensic Scientist Trainees hired after the effective date of this agreement shall be informed of the discipline for which they are being hired and the length of the initial training period which is stipulated in the MOU dated April 19, 2011 between the Illinois State Police and AFSCME Council 31. Such employees shall remain in trainee status for a period not to exceed the designated initial training period, unless mutually agreed to extend such trainee period.

**TRAVEL SIDELETTER**

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

~~Supplementary Agreements.~~

**Memorandum of Understanding**

The parties agree to establish a committee that will be charged with exploring the possibility of allowing 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.

**~~USE OF E-MAIL FOR UNION ACTIVITIES PILOT PROGRAM~~**

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

**~~VACANCY LISTING~~**

~~The parties agree that in addition to the job openings required to be maintained on a central list pursuant to Article XV, Section 7, the Employer will maintain on that same central list all job openings in all job classifications which are covered by the Master agreement, as listed in Appendix A.~~

**~~VACATING AN ARBITRATOR'S AWARD~~**

**~~SIDE LETTER~~**

~~If either party seeks to vacate an arbitrator's award, such party shall be responsible for all costs including reasonable attorney fees of both parties in seeking and defending against such action, unless the party attempting to vacate the award prevails, in which case each party shall bear its own costs.~~