

AGREEMENT

BETWEEN

THE DEPARTMENTS OF CENTRAL MANAGEMENT SERVICES, CORRECTIONS,  
HUMAN SERVICES, STATE POLICE, VETERANS' AFFAIRS,  
NATURAL RESOURCES, AND TRANSPORTATION

AND

Teamsters Downstate Illinois State Employee Negotiating Committee  
(DOWNSTATE)

This agreement effective July 1, 2015 through June 30, 2019

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## AGREEMENT

This Agreement made and entered into this 1st day of July, 2015, by and between the Departments of Central Management Services, Corrections, Human Services, State Police, Veterans' Affairs, Natural Resources, and Transportation (hereinafter called the "Employer") and the Teamsters Downstate Illinois State Employee Negotiating Committee (hereinafter called the "Union") and their successors and assigns on behalf of employees in the collective bargaining unit set forth in Section 1.2 hereof covering all counties excluding Cook, DuPage, Kane, Kankakee, Kendall, Lake, McHenry and Will.

### ARTICLE 1 PURPOSE

1.1 It is the intent and purpose of the parties hereto to set forth the agreement between them for the term hereof concerning rates of pay, wages, hours of employment, and other working conditions to be observed by them and the employees covered hereby.

### RECOGNITION

1.2 The Employer recognizes the Union as the sole and exclusive representative for the purposes of collective bargaining for the following position classifications and no other:

#### Division of Highways - Department of Transportation

Highway Maintainer  
Highway Maintenance Lead Worker  
Highway Maintenance Lead Lead Worker  
Labor Maintenance Lead Worker  
Laborer Maintenance  
Power Shovel Operator Maintenance  
Silk Screen Operator  
Bridge Tender  
Ferry Operator I  
Ferry Operator II  
Deck Hand  
Maintenance Worker (including Office of Administration)

#### Department of Central Management Services

Janitor I  
Janitor II  
Security Guard I  
Security Guard II  
Maintenance Equipment Operator (all Divisions)  
Maintenance Worker

#### Departments of Corrections, Human Services, State Police, Veterans Affairs

Maintenance Equipment Operator

Department of Natural Resources

Power Shovel Operator

1.3 The Employer shall not negotiate nor make any other collective bargaining agreement contrary to the provisions of this Agreement with any individual employee(s) in the bargaining unit.

1.4 Employee Orientation

The Union shall be allowed, on the day of Employer's orientation to conduct Union orientation for all new hires covered by this agreement. Said orientation will be on the Employer's premises and on paid time.

ARTICLE 2  
MANAGEMENT RIGHTS

2.1 Subject to the provisions of this Agreement and P.A. 83-1012 the management of the operations of the Employer, the determination of its policies, budget, and operations, the manner of exercise of its statutory functions and the direction of its working forces, including, but not limited to, the right to hire, promote, demote, transfer, allocate, assign and direct employees; to discipline, suspend and discharge for just cause; to relieve employees from duty because of lack of work or other legitimate reasons; to make and enforce reasonable rules of conduct and regulations; to determine the departments, divisions and sections and work to be performed therein; to determine quality; to determine the number of hours of work and shifts per workweek, if any; to establish and change work schedules and assignments, the right to introduce new methods of operations, to eliminate, relocate, transfer or subcontract work and to maintain efficiency in the department is vested exclusively in the Employer provided the exercise of such rights by management does not conflict with the provisions of this Agreement.

Alleged arbitrary or capricious exercise of Management Rights by the Employer is subject to review in the Grievance Procedure provided for in Article 6 of this Agreement.

The Employer agrees to contact the Union, in writing, to determine whether the Union desires to meet and discuss such proposed work rule change(s). Should the Union desire to confer with the Employer concerning such proposed work rules change(s), it shall notify the Employer within fifteen (15) calendar days. The Employer agrees to meet and discuss such proposed changes with the Union prior to implementation of such changes and to post the work rule ten (10) calendar days prior to implementation.

ARTICLE 3  
NON-DISCRIMINATION

3.1 Neither the Employer nor the Union shall discriminate against any employee on account of race, color, religion, national origin, sex, age, physical or mental disability, or political affiliation and/or beliefs.

3.2 The Employer shall not discriminate, interfere, restrain or coerce employees because of activities on behalf of the Union or because of the exercise of their rights and privileges under this contract or P.A. 83-1012.

3.3 The parties recognize and support the principles of Affirmative Action and agree to comply with the applicable laws of the State of Illinois and the United States.

ARTICLE 4  
CHECK-OFF

4.1 Payroll deductions shall be made and remitted to the Union (at the address designated by the Union) in accordance with the laws of the State of Illinois and rules promulgated from time to time by the Office of the State Comptroller. The Union shall advise the Employer through the Department of Central Management Services, of any increases in dues and initiation fees in writing at least sixty (60) days prior to the effective date. Such fair share provision shall remain in effect for the duration of the labor agreement or until it can be demonstrated that fewer than a majority of employees are union members or either the Illinois Supreme Court or the United States Supreme Court declares that the fair share fees are unconstitutional.

The Employer asserts that compulsory fair share fees of non-union members are unconstitutional. The Union disagrees. The parties agree, however, that by agreeing to this provision, the Employer does not waive the right to continue to challenge the enforceability or constitutionality of this provision or provisions like it.

No later than July 1, 2005, 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.

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.

4.2 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.

4.3 Prior to dues revocation the employee shall give the Employer and the Union ten (10) working days notice of such revocation.

4.4 The Employer agrees to deduct from the pay of those employees who individually request it D.R.I.V.E. contributions which shall then be remitted to the Union.

#### ARTICLE 5 MAINTENANCE OF STANDARDS

5.1 The Employer shall not impose or continue in force as to employees covered by this Agreement during the term hereof, levels of wages, hours, or working conditions less favorable than those contained in this Agreement as negotiated with the Teamsters Downstate Illinois State Employee Negotiating Committee.

#### ARTICLE 6 GRIEVANCES

##### 6.1 Definition of Grievance

A grievance is hereby defined as any dispute or difference between the Employer and the Union or an employee with respect to the meaning, interpretation, or application of any of the provisions of this Agreement or arising out of other circumstances or conditions of employment.

6.2 If the grievant has filed an appeal with the Civil Service Commission over a subject matter identical to that employee's grievance, the parties agree that the Grievance Procedure and the awards and settlements thereunder will not be applicable and the grievance was timely filed and processed by the Union through the contractual grievance procedure.

A probationary employee, an employee during an original six month probationary period, has no right to use the grievance procedure in the event of discharge or demotion.

##### 6.3 Settlement Procedure

Grievances arising after the effective date of the signing of this Agreement shall be raised, discussed, and taken up in accordance with the following procedure:

Step 1: Immediate Supervisor

The employee or the Union, within five (5) working days of the incident giving rise to the grievance, shall orally raise the grievance with the employee's immediate supervisor outside the bargaining unit. Only employees who have input or information for a particular grievance shall be present in the initial grievance meeting. The supervisor shall have three (3) working days in which to respond to the grievance.

Step 2: Intermediate Supervisor, District Engineer, or  
Facility Head

If the grievance is not resolved in Step 1 or an answer is not given within the time specified, the grievance shall be reduced to writing on a standard grievance form provided by the Employer for such purpose stating the facts of the complaint, the section(s) of the Agreement allegedly violated, if applicable, and the relief requested, dated and signed by the employee or by the steward or Union representative. Such written grievance shall be presented (or mailed by certified mail, return receipt requested) to the Intermediate Supervisor, District Engineer, or Facility Head or his/her designee within five (5) working days of the Supervisor's Step 1 response or the day such reply was due, whichever occurs first. The designated management official will have five (5) working days in which to respond to the grievance. Except that a meeting may be held to review the grievance at this step and shall be at a time when the Union is available to attend. The designated management official shall have five (5) working days from the date of the meeting to respond to the grievance in the event a meeting is held.

Step 3: Agency Head

If the grievance is not satisfactorily resolved in Step 2 or an answer is not given in the time specified, the employee or the steward or Union representative may, within five (5) working days of the Step 2 answer or after such answer was due, whichever occurs first, request in writing, a review by the Agency Head or his designee. Within fifteen (15) working days of the mutually scheduled hearing date or if no hearing is held, the Agency Head or his designee shall render a written decision on the grievance.

Any reprimands other than a suspension, shall be heard at 1<sup>st</sup> and 2<sup>nd</sup> level, but held at step 3 until any like infraction contributes in a suspension is received, within the 15 month time period as outlined in Article 7, section 7.4. If the grieved reprimand contributes to a suspension, discharge or other subsequent discipline involving economic loss to the employee, the Union shall have the right to challenge the reprimand in the same grievance/arbitration proceeding in which it challenges the subsequent discipline.

#### Step 4: Union-Employer Grievance Committee/Arbitration Hearing

##### A) Union-Employer Grievance Committee Meeting

If the grievance is not adjusted in Step 3, or no answer is given within the time specified, the Union may request by written notice to the Department of Central Management Services, Division of Labor Relations, within ten (10) working days after Step 3 answer, or after such answer was due, whichever occurs first, a union-employer grievance committee meeting.

This committee shall consist of 3 members from the Union and 3 members from the Employer. Representatives from each party shall be those individuals having direct involvement in the grievance. If mutually agreed to by both parties, a grievant may be allowed to attend the 4A grievance meeting for suspensions of twenty days or more. If the local union requests, grievants will be allowed to attend the 4A grievance meeting involving discharges. Prior notification must be given to the 4A Union-Employer Grievance Committee. The committee shall meet every other month to hear the grievance(s) which has been appealed to Step 4(a) at a time and place of mutual convenience. Less frequent meetings may occur by mutual agreement of the parties. Either party may be granted no more than one (1) hold per grievance and any deviation from same shall be on a case by case basis, following mutual consultation and agreement. If the grievance is not presented to the Committee at the next 4a meeting, it shall be considered granted or withdrawn.

Within five (5) working days of the 4a meeting, either party may decide that the grievance(s) raises a substantial issue which should be submitted to an independent arbitrator in accordance with the procedure set forth in Step 4(b) below.

##### B) Arbitration

If, in accordance with the above procedure, the grievance(s) is appealed to arbitration, representatives of the Employer and the Union shall meet to select an arbitrator, from a list of mutually agreed to arbitrators. If the parties are unable to agree on an arbitrator within ten (10) working days after the meeting in Step 4(a), the parties shall request the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a list of seven (7) arbitrators. The parties shall alternately strike the names of three arbitrators, taking turns as to the first strike. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union, requesting that

he/she set a time and place for the hearing, subject to the availability of the Employer and Union representatives and shall be notified of the issue where mutually agreed by the parties.

#### C) Arbitration Procedures

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator. The Employer or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses who are not employees of the Employer.

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question of arbitrability. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute. The arbitrator shall neither amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement.

The expenses and fees of the arbitrator and the cost of the hearing room 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.

Nothing herein precludes the parties from mutually agreeing to the appointment of a standing arbitrator. The terms and conditions of which shall be subject to negotiation between the parties.

If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy it shall pay for the cost of its copy.

The parties agree that matters relating to job audit and allocation are not subject to the above procedure and shall remain within the exclusive jurisdiction of the Civil Service Commission.

#### 6.4 Representation

In discussions or meetings with the Employer in the grievance procedure, except at Step 4a as provided for in Section 6.3 above, the employee, shall be entitled to be present and may be accompanied or represented by the exclusive bargaining agent or their representative. Except that if mutually agreed to by both

parties, the grievant may be allowed to be present at the 4A grievance meeting on discharge cases only.

#### 6.5 Time Limits

a) Grievances not appealed within the designated time limits will be treated as a withdrawn grievance.

b) Grievances may be withdrawn at any step of the Grievance Procedure without prejudice.

c) The time limits at any step or for any hearing may be extended by mutual agreement of the parties involved at that particular step.

d) Grievances concerning suspension of 30 days or less of an employee may be initiated at Step 2 of the Grievance Procedure.

e) Grievances concerning suspension of more than 30 days and/or discharge of an employee shall be initiated at Step 3 of the Grievance Procedure.

#### 6.6 Stewards

The Employer recognizes the right of the Union to designate one steward and one alternate at each permanent facility. The steward and alternate at each facility shall be identified, in writing, by the Union to local management and the Agency Labor Relations Office. Changes in stewards or alternates will also be made known immediately in the same fashion.

#### 6.7 Time Off

Stewards or alternates shall be permitted reasonable time at the beginning and end of the workday to investigate established grievances on the Employer's property without loss of pay. Employees and stewards, if requested by the employee, shall be allowed reasonable time during regular working hours to present and process employee grievances; however, whenever possible this shall be done at the beginning and end of the workday or, in any event, when it will not interfere with operations of the Employer. Stewards shall be permitted reasonable time at the beginning and end of the workday to present and process grievances initiated by the Union. Any reasonable time so allowed by this Agreement or required by the Employer shall be considered regular work time if such falls within the employee's regular working hours. The Employer shall not be obligated for any compensation to employees or stewards for any time spent in the handling of employee or union grievances which falls outside the employee's or steward's regular work schedule.

In the event the presence of a union steward who is on the road is required at a grievance meeting, during regular working hours

and within the same county as the steward is located, he shall be permitted to travel to such meeting on paid time.

#### 6.8 Access to Premises by Teamster Officials

Authorized Business Agents or Officers of the Union shall have a reasonable access to permanent facilities of the Employer for the purpose of investigating grievances, attending grievance hearings, and for other reasons related to the administration of this Agreement. Such authorized personnel of the Union shall notify the appropriate supervisor upon arrival. Such visitation shall not interfere with the operations of the Employer.

#### 6.9 Advance Filing

A matter may be raised at any level of the Grievance Procedure upon mutual consent of the parties.

6.10 The Employer will provide the Union with back wage claim forms, which shall be completed by the employee and submitted to Central Management Services. The purpose of these forms is to allow employees to file for wages, resulting from grievance settlements, which were earned in lapsed fiscal years.

### ARTICLE 7 TERMINATION AND DISCIPLINARY ACTION

7.1 The Employer shall not discharge or suspend any employee except for just cause. The Employer, agreeing with the tenets of corrective discipline progressively applied, hereby declares an intent to utilize written reprimands whenever possible and appropriate prior to use of suspension or discharge.

The requirement to utilize corrective written reprimands shall not be held to apply to an offense which indicates some significant shortcoming which renders the employee's continuance in his position in some way detrimental to the Employer or his specific employing agency. The parties recognize that counseling is not considered disciplinary action.

7.2 For discipline other than oral and written reprimands, prior to notifying the employee of the contemplated measure of discipline to be imposed, the Employer shall meet with the employee involved and inform him/her of the reason for such contemplated disciplinary action including any names of witnesses and copies of pertinent documents. Employees shall be informed of their rights to Union representation and shall be entitled to such, if so requested by the employee, and the employee and Union representative shall be given the opportunity to rebut or clarify the reasons for such discipline. Reasonable extensions of time for rebuttal purposes will be allowed when warranted and if requested.

7.3 Both the employee and the Union shall be notified of disciplinary action; such notification shall be in writing and reflect the specific nature of the offense and directions to the employee for future behavior.

7.4 Any written reprimand or discipline for tardiness and absenteeism shall be purged from all records when more than 15 months have elapsed since the employee was last warned or disciplined for such an offense.

Any written reprimand for any other infraction shall be purged from all records when more than 15 months have elapsed since the employee was last warned for such an offense.

If requested in writing by the Union, the Employer will confirm in writing to the individual and local union that discipline has been removed pursuant to this Article.

#### ARTICLE 8 HOURS OF WORK AND OVERTIME

8.1 This section is intended only to provide a basis for calculating overtime and is not to be construed as a guarantee or limitation on the number of hours of work per day or work per week when such hours and days shall be worked which may be scheduled or required by an operating agency with the approval of the Director of Central Management Services. The normal workday shall consist of eight (8) hours per day to include two (2) fifteen (15) minute rest periods, one during the first half of the shift and one during the second half, and the normal workweek shall consist of forty (40) hours of five (5) consecutive eight (8) hour days per week.

The normal workday for highway maintenance employees shall be eight (8) hours per day and forty (40) hours per week, Monday - Friday between the hours of 7:00 a.m. and 3:30 p.m. (with a one-half (½) hour unpaid lunch.) Whenever there is a change in weekly schedules reasonable notice shall be given to employees, if practicable, and such schedule change shall apply for at least the next subsequent workweek.

The normal work schedule shall be established for each agency pursuant to Rule 303.300 of the Rules of the Department of Central Management Services as currently set forth and as it may be from time to time amended hereafter.

Employees required to work a shift different than their normal day shift will be paid a \$.50 per hour shift premium provided that 1/2 or more of their work shift falls before 7:00 a.m. or after 3:30 p.m. This shift premium does not include those employees normally working shifts other than a normal day shift or employees hired into positions where the regular shift hours are not considered day shift hours, or snow and ice season.

When in the judgment of the Employer efficiency and economy can best be served by doing so, and agreement exists with the Union, the Employer may institute a workweek of four (4) consecutive ten (10) hour days on selected operations. Overtime shall in these instances be paid after 10 hours in any one day or after 40 hours in any one workweek. Any sick leave, vacation, personal leave, holidays or other time off taken, be earned or accumulated during these periods shall be taken, earned or accumulated on the basis of a ten (10) hour day. Weeks in which a holiday falls revert to eight (8) hour work days.

8.2 Employees shall be entitled to an unpaid lunch period. Employees shall be at their designated work places, ready for work at their scheduled starting times and shall remain at their work places until their scheduled quitting times, including during designated or authorized relief or rest periods, but may leave a job site for lunch during a regular workday provided the lunch period is not extended.

8.3 Employees shall work reasonable amounts of overtime when overtime is necessary. No employee shall be required to work any shift in excess of 12 consecutive hours, except on a voluntary basis or when establishing emergency shifts.

#### 8.4 Overtime Compensation

(a) Time and one-half an employee's regular rate of pay shall be paid for all hours worked in excess of eight hours on any one workday and for all hours worked before or after normal work hours.

(b) Time and one-half an employee's regular rate of pay shall be paid for all hours worked by such employee on Saturday or in those instances where an employee's regular work schedule includes Saturday, on the first regularly scheduled day off in his regularly reoccurring work schedule.

(c) Two times the employee's regular rate of pay shall be paid for all hours worked by such employee on Sunday or in those instances where an employee's regular work schedule includes Sunday, on the second regularly scheduled day off in his regular reoccurring work schedule.

(d) Two times the employee's regular rate of pay, in addition to holiday pay, shall be paid for all hours worked by an employee on an official State holiday or other days designated as holidays unless the employee is regularly scheduled to work on that day as part of a regularly recurring schedule involving emergency, continuous, or other than the normal Monday - Friday day shift operations in which case he shall be scheduled off for a subsequent regular workday at any time within the fiscal year agreed upon by the employee and his supervisor and if required to work on that day shall receive pay as indicated in this section.

## 8.5 Call-Back Pay

If an employee is called back to work outside his regularly scheduled shift or on a day other than a normal workday, and reports to his respective operations area, but conditions are such that he is not needed, three hours at straight time the employee's regular hourly rate will be paid to such employee as call-in pay. Such employee shall be required to sign in and sign out.

If an employee is called back and reports to his respective operations area and works, such employee will be paid a minimum of three hours at the applicable overtime rate.

## 8.6 Overtime Records

Overtime records shall be posted and maintained.

Overtime records shall be provided to the Union on a monthly basis.

Overtime assignments shall be distributed as equally as practicable among qualified personnel.

The Employers' overtime distribution list shall be zeroed out annually.

The parties agree that any grievance or related settlement in which the employee is compensated for overtime shall be credit towards hours worked for overtime distribution purposes.

8.7 The overtime payments provided for in this Article shall not be duplicated for the same hours worked and to the extent that hours are compensated for at overtime rates under one provision, they shall not be counted as hours worked in determining overtime under the same or any other provision. Nothing herein shall be construed to require or permit the pyramiding of overtime or premium rates, if any.

## ARTICLE 9 MISCELLANEOUS

9.1 Supervisory, technical and managerial employees outside the bargaining unit shall not be directed or required by the Employer to perform work normally assigned to employees in the bargaining unit, except during designated relief breaks, emergencies, or for the purpose of instructing employees or checking the safety of equipment.

9.2 It shall be the responsibility of the Employer to see that equipment is in safe operating condition. The Employer shall not require employees to operate unsafe equipment. Employees will not be required to ride in vehicles that do not have the requisite number of seatbelts.

9.3 The Employer agrees to supply iced drinking water where practicable during summer months to crews within a reasonable proximity to work sites when drinking water is not otherwise readily available.

9.4 All work rules of personal conduct and any changes adopted shall be sent to the Union prior to being posted in a conspicuous place on the Employer's premises. Procedural work rules that amend the specific terms of the contract shall be sent to the Union prior to implementation. The Union shall have ten (10) workdays to request negotiations with the Agency Labor Relations Office, if desired. If no meeting is requested, management may implement the rules unilaterally.

9.5 The Employer shall advise new employees hired in the positions covered by this Agreement that the Union is the recognized collective bargaining representative for employees in the position classifications listed in Article 1 of this Agreement. The Employer shall also provide the Union with the names and addresses of all newly hired permanent part and full-time employees on a monthly basis.

9.6 The Union may place informational material only on agency or departmental bulletin boards designated for union use, provided:

- (1) the Union is clearly identified in the material;
- (2) the contents of the material relate to activities of the Union and are not partisan, political or defamatory in nature;
- (3) the Union assumes all costs incidental to preparation or distribution of the material.

9.7 Employees required to travel away from their regular base of operations shall receive reimbursement for travel pursuant to the regulations established by the Department of Central Management Services and published in the booklet entitled "Travel Regulations." Employees working within a 50 mile radius of their headquarters shall be allowed to return home daily except in cases of emergencies, such as snow storms, floods, endangered bridges, etc. Such travel shall be on the employee's own time. The Employer will not be responsible for providing transportation.

9.8 The Employer shall maintain a supply of rain gear at Team Section Headquarters for emergency situations. When current rain gear is replaced it shall be done so in varying sizes. The Employer shall make available paper suits for employees working in operations involving the application of asphalt material.

9.9 Steel-toe safety shoes shall be worn by all Department of Transportation negotiated rate employees as a condition of employment and no employees will be permitted to work without such safety shoes.

Steel-toe safety shoes for employees shall be a 6" or higher work shoe of sturdy construction and shall meet the requirements and specifications for Class 75 footwear. Casual style footwear, such as, canvas, slip-ons and loafers are not acceptable footwear even though constructed with steel-toes. All air hammer operators shall also wear metatarsal arch protection. Separate metatarsal guards shall be provided by the Department.

The Employer shall provide a clothing allowance of \$50.00 per year for all bargaining unit employees. Effective July 1, 2010 such allowance will increase to \$75.00. Effective July 1, 2011 such allowance will increase to \$100.00. Effective July 1, 2013, all employees covered by this agreement who are required by the Employer to wear steel-toe safety shoes, shall receive an additional \$100 clothing allowance, which will not exceed \$200 per contract year.

Effective July 1, 2011 such allowance will increase for Highway Maintainers, Highway Maintenance Lead Workers, Highway Maintenance Lead Lead Workers, Deck Hands and Power Shovel Operator Maintenance employees to \$200.00.

Such allowance shall be applied only to certified employees who are on the active payroll effective July 1. Employees on authorized leave of absence on July 1 shall be paid this allowance on a prorated basis upon return from leave.

9.10 The Employer agrees to pay the cost of required eye examinations when the employee is referred as a result of sight screening and the examination given by a qualified optometrist concludes that the employee's eyesight meets departmental standards. In all other cases of referral the employee shall bear the cost of said examination.

9.11 Employees shall have the right upon advanced reasonable request to review the content of their personnel file. Reasonable requests as determined by the Employer to copy documents in the personnel file shall be honored.

9.12 The parties agree that bargaining unit employees have the right to request representation and indemnification through the Illinois Attorney General's Office in the event they are defendants in civil liability suits arising out of actions taken, or not taken, in the course of their employment as State employees. The Attorney General's Office shall make the decision to represent and indemnify such employees in accordance with existing statutory provisions and authorization contained therein.

9.13 If any employee is required to possess a Commercial Drivers License, the Employer shall reimburse the employee for renewal costs associated with its issuance and application fee.

9.14 If an employee is required to possess a Coast Guard Operator's License as set forth in the official position description (CMS-104) and/or class specification, the Employer shall reimburse the employee for the renewal fee of the license. The employer will pay for the additional cost up to \$135.00 for the Transportation Identification Credential Card if it is required in order for the employee to obtain their Coast Guard license as set forth in the official position description.

9.15 Facilities at which licensed herbicide applicators and/or operators are assigned shall provide OSHA approved emergency eye wash and shower facilities.

9.16 The parties recognize that employees shall not have a reasonable expectation of privacy in connection with their use of State-owned property or equipment and/or while on state property. Accordingly, the employer retains the right to control or inspect property that it owns or maintains, including but not limited to, items such as desks, lockers, drawers, vehicles, and computers.

9.17 All State of Illinois owned or leased property shall be smoke free, including State vehicles in accordance with the Smoke Free IL Act (Public Act 95-0017) as amended.

9.18 Employees shall comply with all the provisions set forth in the State Officials and Employees Ethics Act (5 ILCS 430).

9.19 The Employer shall notify the Union of any changes in bargaining unit job classifications at least twenty-one (21) days prior to the submission to the Civil Service Commission. If there is a substantial change in the class specifications, the impact of such shall be the subject of negotiations between the parties, subject to request of the Union.

## ARTICLE 10 WAGES

10.1 The Employer shall modify the Negotiated Rates, as indicated below:

Effective July 1, 1997 Highway Maintainers who are assigned to operate drill rigs will be paid at the Power Shovel Operator rate.

Effective July 1, 2015, all current rates that are in effect will be frozen for the duration of the agreement (including contractual in-hire movements).

Effective July 1, 2005, Bridge Tender pay shall be increased to that of a Ferry Operator I.

10.2 Unless otherwise provided herein, the position classification for each position covered by this Agreement shall be made, remain in effect, changed or adjusted in accordance with

the applicable Rules of the Department of Central Management Services as currently set forth and as from time to time hereafter amended.

10.2.1 Effective July 1, 2004 all paychecks for new hires will be delivered via direct deposit. Employees currently on direct deposit will remain. All other paychecks will be delivered via mail to the address of record.

10.3.1 The Employer may at its discretion temporarily assign an employee to perform the duties of another individual in a different position classification. To be eligible for temporary assignment pay, the employee must:

- a) be assigned to assume duties and responsibilities of a different position classification by the Employer;
- b) perform the duties and responsibilities, or be held accountable for them, which distinguish the position classification;
- c) perform duties and responsibilities not generally provided for in his/her regular position classification;
- d) be qualified in accordance with the classification specification for the higher level position.

#### 10.3.2 Payment

An employee temporarily assigned to the duties of a position classification in an equal or lower pay grade than his/her permanent position classification shall be paid his/her permanent position classification rate. If the employee is temporarily assigned to a position classification having a higher pay grade than his/her permanent position classification, the employee shall be paid as if he/she had received a promotion into such higher pay.

For the purpose of calculation, any temporary assignment of less than or equal to four (4) hours shall be considered four (4) hours and any temporary assignment of more than four (4) hours but less than eight (8) hours shall be considered eight (8) hours. The use of any accrued time (i.e., vacation, sick, personal business, holidays) shall be at the employee's normal rate of pay.

10.4 Employees who are assigned as Crew Leaders shall be paid \$0.50 per hour for hours worked as Crew Leaders. Effective July 1, 1998 employees assigned as Crew Leaders will have their hourly rate increased from \$0.50 to \$0.55. Effective July 1, 1999 employees assigned as Crew Leaders will have their hourly rate increased from \$0.55 to \$0.60. Such assignment shall be made at the sole discretion of the Employer.

It is understood by the parties that the above rates are annual and not cumulative premiums.

10.5 Effective July 1, 1997, Lead and Lead Lead Workers will receive 15 minutes of straight time for call-outs made from home when directed by the Employer.

10.6 Highway Maintainers who are required to perform the duties of manual chemical application which require proper certification in chemical spraying shall receive \$1.00 an hour over their base pay during such time they are applying said chemical in accordance with 10.3.2.

10.7 The parties agree to develop and implement a merit incentive program to reward and incentivize high-performing employees, or a group's/unit's performance. As a part of such efforts, the Employer may create an annual bonus fund for payout to those individuals deemed high performers or for a group's/unit's level of performance for the specific group/unit. Payment from this bonus fund will be based on the satisfaction of performance standards to be developed by the Employer in consultation with the Union. Such compensation either for a group/unit or an individual shall be considered a one-time bonus and will be offered only as a non-pensionable incentive, and that any employee who accepts merit pay compensation does so voluntarily and with the knowledge and on the express condition that the merit pay compensation will not be included in any pension calculations.

Additionally, as a part of overall efforts to improve efficiency of state operations and align the incentives of the Employer with its employees, the Employer may develop gain sharing programs. Under such programs, employees or departments may propose initiatives that would achieve substantial savings for the State. Upon realization of such savings, the Employer may elect to return a portion of this savings to the employees who participated in the identified initiative. Such compensation either for a group/unit or an individual shall be considered a one-time bonus and will be offered only as a non-pensionable incentive, and that any employee who accepts merit pay compensation does so voluntarily and with the knowledge and on the express condition that the merit pay compensation will not be included in any pension calculations.

In each contract year in which a merit incentive program is created, no less than 25% of the employees subject to this agreement will receive some form of merit compensation under such programs. Funding for these performance bonuses is subject to annual approval as a part of the State's overall budget.

The Employer will develop specific policies for both of these programs and will give the Union an opportunity to review and comment on such policies prior to their implementation. The Employer's intent is to develop policies that will reward employees or units of employees

based on specific achievements and to prevent payouts that are influenced by favoritism, politics, or other purely subjective criteria. Compliance with the policies for both of these programs shall be subject to the grievance and arbitration procedure.

The exercise of such rights by management may not conflict with the provisions of this agreement, except that it is understood that compensation payable pursuant to such programs shall be performance-based only. Moreover, an employee's failure or refusal to participate in this program may not be grounds for any form of discipline.

## ARTICLE 11 SENIORITY

11.1 Seniority shall, for the purpose of determining an appropriate order of layoff, consist of the total uninterrupted period of service from the date of the most recent appointment to State service in any job classification covered in this bargaining unit.

The parties agree that a promotion shall be to the next higher level title within position classification series (Highway Maintainer to Lead Worker and Lead Worker to Lead Lead Worker) that represents an increase in salary. Employees hired on or after July 1, 2004 shall not be eligible to bid, be appointed, or otherwise be assigned to any position where he/she would be in a direct line supervisory or subordinate position with a relative. Relatives include spouse, parent, child, sibling, grandparent, grandchild, uncle, aunt, nephew, niece, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law.

11.2 Application of these seniority rights on layoff shall be made in accordance with the procedures of the Department of Central Management Services and take into consideration the ability and qualifications of an employee to perform the required work. Employees on layoff shall maintain reemployment rights for two years from the date of layoff, seniority shall continue to accrue during such layoff period for a maximum of two years. Where ability and qualifications (including physical fitness) to perform the required work are among the employees concerned, relatively equal, seniority alone shall govern.

## ARTICLE 12 BENEFITS

### 12.1 Sick Leave

All employees, excepting those in emergency, intermittent, per diem or temporary status, unless such status is the result of accepting a non-permanent working assignment in another class, shall accumulate sick leave at the rate of one day for each

month's service. Sick leave may be used for illness, disability or injury of the employee, appointments with doctor, dentist or other professional medical practitioner and also may be used for not more than 30 days in one calendar year in the event of serious illness, disability, injury or death of a member of the employee's immediate family (including grandchildren). The operating agency or the Department may require evidence to substantiate that such leave days were used for the purpose herein set forth for periods of absence of ten consecutive workdays or less. For periods of absence for more than ten consecutive workdays the employee shall provide verification for such absence in accordance with the provisions of Rule 303.145.

Sick leave may be initially taken in increments of not less than one-hour at a time and in one-half hour increments thereafter.

A full time employee shall be awarded one (1) additional personal day on January 1<sup>st</sup> of each calendar year if no sick time was used in the preceding twelve (12) month period, beginning on January 1<sup>st</sup> and ending on December 31<sup>st</sup>. Such additional personal day shall be liquidated in accordance with 12.6.

## 12.2 Accumulation of Sick Leave

An employee shall be allowed to carry over from year to year of continuous service unused sick leave allowed under this Subpart and shall retain any unused sick leave or emergency absence leave accumulated prior to December 19, 1961.

## 12.3 Payment in Lieu of Sick Leave

- a) Upon termination of employment for any reason, upon movement from a position subject to the Personnel Code to another state position not subject to the Code, or upon indeterminate layoff, an employee or the employee's estate is entitled to be paid for unused sick leave pursuant to Public Act 90-65.
- b) The method of computing the hourly or daily salary rate for sick leave qualifying for lump sum payment upon termination of employment shall be in accordance with Rule 310.520a.
- c) If an employee has a negative sick leave balance pursuant to Rule 303.110 when employment is terminated, no payment shall be made to the employee and the unrecouped balance due is canceled.
- d) An employee who is reemployed, reinstated or recalled from indeterminate layoff and who received lump sum payment in lieu of unused sick days will have such days restored provided the employee repays upon return to active employment the gross amount paid by the State for the number of days to be so restored to the employee's sick leave account.

#### 12.4 Reinstatement of Sick Leave

On or after the effective date of this Subpart, accumulated sick leave available at the time an employee's continuous state service is interrupted for which no salary payment is made shall upon verification be reinstated to the employee's account upon return to full time or regularly scheduled part-time employment except in temporary or emergency status. This reinstatement is applicable provided such interruption of service occurred not more than five years prior to the date the employee reenters state service and provided such sick leave has not been credited by the appropriate retirement system towards retirement benefits. An employee with previous State service for which sick leave was granted under provisions other than Jurisdiction C of the Personnel Code shall have such amount reinstated to the extent such sick leave is provided under Rule 303.90.

#### 12.5 Advancement of Sick Leave

An employee with more than two years continuous service, whose personnel records warrant it, may be advanced sick leave with pay for not more than 10 working days with the written approval of the operating agency and the Director. Such advances will be charged against sick leave accumulated later in subsequent service.

#### 12.6 Leave for Personal Business

- a) All employees, excepting those in emergency, per diem or temporary status shall be permitted 3 personal days off each calendar year with pay. Such personal days may be used for such occurrences as observance of religious holidays, Christmas shopping, absence due to severe weather conditions, or for other similar personal reasons, but shall not be used to extend a holiday or annual leave except as permitted in advance by the operating agency through prior written approval. Employees entitled to receive such leave who enter service during the year shall be given credit for such leave at the rate of 1/2 day for each 2 months service for the calendar year in which hired. Such personal leave may not be used in increments of less than two (2) hours at a time. Except for those emergency situations which preclude the making of prior arrangements, such days off shall be scheduled sufficiently in advance to be consistent with operating needs of the Employer.
- b) Personal leave shall not accumulate from calendar year to calendar year; nor shall any employee be entitled to payment for unused personal leave upon separation from the service except as provided in Section 8c(2) of the Personnel Code.

## 12.7 On-The-Job Injury -- Industrial Disease

- a) An employee who suffers an on-the-job injury or who contracts a service-connected disease, shall be allowed full pay during the first 5 working days of absence 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 (5 work days) 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 submitted 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. Employees whose compensable service connected injury or illness requires appointments with a doctor, dentist, or other professional medical practitioner shall, with supervisor approval, be allowed to go to such appointments without loss of pay and without utilization of sick leave. Thereafter the employee shall be permitted to utilize accumulated sick leave or other benefits unless the employee has applied for and been granted temporary total disability benefits in lieu of salary or wages pursuant to provisions of the Workers' Compensation Act (Ill. Rev. Stat. 1981, ch. 48, pars. 138.1 et seq.) or through the State's self-insurance program. In addition, commencing July 1, 1979, an employee going on service connected disability leave, in addition to retaining and accruing continuous service, shall accrue vacation and sick leave credits during such leave, as though working, the same to be credited to the employee upon the employee's return to work. Return to work is defined as the employee's first day back to active payroll status with an authorized licensed physician's release.
- b) In the event such service-connected injury or illness becomes the subject of payment of benefits provided in the Workers' Compensation Act by the Workers' Compensation Commission, the courts, the State self-insurance program or other appropriate authority, the employee shall restore to the State the dollar equivalent which duplicates payment received as sick leave or other accumulated benefit time, and the employee's benefit accounts shall be credited with leave time equivalents.

## 12.8 Leaves of Absence Without Pay

- a) Subject to the operating needs of the Employer, a Union member elected or appointed to serve as a Union official shall be granted a leave of absence without discrimination or loss of seniority rights, without pay for a period of twelve months. Any renewal of such leave shall be at the request of the local union and shall be subject to the same standards as the original request. A certified employee shall continue to accumulate continuous service and seniority.
- b) Any employee, except an employee in a position or program financed in whole or in part by loans or grants made by the United States or any Federal agency, who is elected to State office, shall, upon request, be granted a leave of absence for the duration of the elected terms.
- c) No emergency or temporary employee shall be granted leave of absence.

#### 12.9 Leave to Attend Union Conventions

An employee who is a member of a union representing State employees and who has been selected as delegate, or alternate delegate to attend union conventions shall be allowed a leave of absence without pay, subject to the approval of the head of the agency in which employed, to attend said convention.

#### 12.10 Disability Leave

- a) An employee who is unable to perform a substantial portion of his/her regularly assigned duties due to temporary physical or mental disability shall upon request be granted a leave for the duration of such disability.
- b) In granting such leave or use of sick leave as provided in Rule 303.90, the agency shall apply the following standards:
  - (1) A substantial portion of regularly assigned duties shall be those duties or responsibilities normally performed by the employee which constitute a significant portion of the employee's time or which constitute the differentiating factors which identify that particular position from other positions, provided the balance of duties can be reassigned by the agency;
  - (2) A request for disability leave shall be in writing except when the Agency is advised by other appropriate means of the employee's disability in which event the employee's signature is not required;

- (3) Except for service-connected disability as provided in Rule 303.135, the employee shall have exhausted available sick leave provided under Rule 303.90 prior to being granted a disability leave; an employee may use other accrued paid time for this purpose but is not required to do so;
- (4) During a disability leave, the disabled employee shall provide written verification by a person licensed under the "Medical Practices Act" (Ill. Rev. Stat. 1981, ch. 111, pars. 4401 et seq.) or under similar laws of Illinois or of other states or countries or by an individual authorized by a recognized religious denomination to treat by prayer or spiritual means; such verification shall show the diagnosis, prognosis and expected duration of the disability; such verification shall be made no less often than every 30 days during a period of disability, unless the nature of the disability precludes the need for such frequency of verification;
- (5) As soon as an employee becomes aware of an impending period of disability, he/she shall notify the appropriate supervisor of such disability and provide a written statement by the attending physician of the approximate date the employee will be unable to perform his/her regularly assigned duties;
- (6) If the Agency has reason to believe that the employee is able or unable to perform a substantial portion of his/her regularly assigned duties, it may seek and rely upon the decision of an impartial physician chosen by agreement of the parties or in the absence of such agreement upon the decision of an impartial physician who is not a State employee and who is selected by the Director.
- (7) 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 employee and the Department of Central Management Services.

- (8) Until such time as the employer negotiates with the union its position on whether Department of Transportation employees are held to or exempt from the federal medical guidelines, the employer will not apply such standards. This does not preclude the employer from conducting fitness for duty exams based on current job descriptions nor does it preclude the employer from continuing its practice of prohibiting employees from working if the medications they are taking would prohibit an employee from functioning in their position. This provision does not apply to pre-employment.
- c) Failure of an employee to provide verification of continued disability upon reasonable request shall on due notice cause termination of such leave.
- d) An employee's disability leave shall terminate when said employee is no longer temporarily disabled from performing his/her regularly assigned duties.
- (1) An employee is no longer temporarily disabled when he/she is able to perform his/her regularly assigned duties upon advice of the appropriate authority or, in the absence of such authority, the attending physician.
- (2) An employee is no longer temporarily disabled when he/she is found to be permanently disabled and unable to perform a substantial or significant portion of his/her regularly assigned duties by the appropriate authority, or in the absence of such authority, by the attending physician.
- (3) In determining whether to approve a requested discharge of an employee for failure to return from a disability leave or for physical inability to perform the duties of a position, the Director may seek and rely upon the advice of the State Employees Retirement System or other appropriate authority, including an impartial physician selected in accordance with Rule 303.145(b)(6).
- e) Return from Disability Leave
- (1) An employee who returns from a disability leave of six months or less shall be returned by the Agency to the same or similar position in the same class in which the employee was incumbent at the time the leave commenced.
- (2) An employee who returns from a disability leave exceeding six months and there is no vacant position available in the same class held by the

employee at the commencement of such leave may be laid off in accordance with the Rules on Voluntary Reduction and Layoff, unless such leave resulted from service-connected disability, in which case the employee shall be returned to employment as in (1) above.

- f) An employee who is on disability leave while in temporary or emergency status, except if such status results from a leave of absence to accept such position, shall be eligible for such leave for the balance of such appointment and shall earn or accrue no other benefit arising from this Subpart.

#### 12.11 Family Responsibility Leave

- a) An employee who wishes to be absent from work in order to meet or fulfill responsibilities, as defined in subsection (f) below, arising from the employee's role in his or her family or as head of the household will normally, upon request and in the absence of another more appropriate form of leave, be granted a Family Responsibility Leave for a period not to exceed one year. Such request shall not be unreasonably denied. Employees shall not be required to use any accumulated benefit time prior to taking Family Responsibility Leave. The Agency Head will consider whether the need for the family responsibility leave is substantial, whether the action is consistent with the treatment of other similar situations and whether the action is equitable in view of the particular circumstances prompting the request.
- b) Any request for such leave shall be in writing by the employee not less than 15 calendar days in advance of the leave unless such notice is precluded by emergency conditions, stating the purpose of the leave, and the expected duration of absence.
- c) Such leave shall be granted only to a permanent full-time employee, except that an intermittent employee shall be non-scheduled for the duration of the required leave. An employee in temporary, emergency, provisional, or trainee status shall not be granted such leave.
- d) 'Family Responsibility' for purposes of this section is defined as the duty or obligation perceived by the employee to provide care, full-time supervision, custody or non-professional treatment for a member of the employee's immediate family or household under circumstances temporarily inconsistent with uninterrupted employment in State service (P.A. 83-877, eff. 9/26/83).

- 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;
  - (2) such natural relation of the employee, even though not living in the same household, a parent, sibling or child; or
  - (3) adoptive, custodial and 'in-law' individuals when residing in the employee's household but excluding persons not otherwise related of the same or opposite sex sharing the same living quarters but not meeting any other criteria for 'family'.
- f) Standards for granting a Family Responsibility Leave are:
- (1) to provide nursing and/or custodial care for the employee's newborn infant, whether natural born or adopted;
  - (2) to care for a temporarily disabled, incapacitated or bedridden resident of the employee's household or member of the employee's family;
  - (3) to furnish special guidance, care or supervision of a resident of the employee's household or a member of the employee's family in extraordinary need thereof;
  - (4) to respond to the temporary dislocation of the family due to a natural disaster, crime, insurrection, war or other disruptive event;
  - (5) to settle the estate of a deceased member of the employee's family or to act as conservator if so appointed and providing the exercise of such functions precludes the employee from working; or,
  - (6) to perform family responsibilities consistent with the intention of this section but not otherwise specified.
- g) The agency shall require substantiation or verification of the need by the employee for such leave, the substantiation or verification shall be consistent with and appropriate to the reason cited in requesting the leave, such as:

- (1) a written statement by a physician or medical practitioner licensed under the "Medical Practices Act" (Ill. Rev. Stat. 1981, ch. 111, pars. 4401 et seq.) or under similar laws of Illinois or of another state or country or by an individual authorized by a recognized religious denomination to treat by prayer or spiritual means, such verification to show the diagnosis, prognosis and expected duration of the disability requiring the employee's presence;
  - (2) written report by a social worker, psychologist, or other appropriate practitioner concerning the need for close supervision or care of a child or other family member;
  - (3) written direction by an appropriate officer of the courts, a probation officer or similar official directing close supervision of a member of the employee's household or family; or
  - (4) an independent verification substantiating that the need for such leave exists.
- h) Such leave shall not be renewed, however a new leave shall be granted at any time for any reason consistent with Rule 303.148(f) other than that for which the original leave was granted.
  - i) If an agency has reason to believe that the condition giving rise to the given need for such leave no longer exists during the course of the leave, it should require further substantiation or verification and, if appropriate, direct the employee to return to work on a date certain.
  - j) Failure of an employee upon request by the employing agency to provide such verification or substantiation is cause on due notice for termination of the leave.
  - k) Such leave shall not be used for purpose of securing alternative employment. An employee during such leave may not be gainfully employed full time, otherwise the leave shall terminate.
  - l) Upon expiration of a Family Responsibility Leave, or prior to such expiration by mutual agreement between the employee and the employing agency, the agency shall return the employee to the same or similar position classification that the employee held immediately prior to the commencement of the leave. If there is no such position available, the employee will be subject to layoff in accordance with the section on Voluntary Reduction and Layoff (80 Ill. Adm. Code 302: Subpart J).

- m) Nothing in this section shall preclude the reallocation or abolition of the position classification of the employee during such leave nor shall the employee be exempt from the section on Voluntary Reduction and Layoff by virtue of such leave.
- n) The Employer shall pay its portion of the employee's health and dental insurance (individual or family) for up to six (6) months while an employee is on family responsibility leave and also would qualify for a leave pursuant to the criteria set forth in the Family and Medical Leave Act of 1993.

#### 12.12 Employee Rights After Leave

When an employee returns from a leave of absence of six months or less, the agency shall return the employee to the same or similar position in the same class in which the employee was incumbent prior to commencement of such leave. Except for those leaves granted under Rules 303.155 and 303.160, when an employee returns from a leave or leaves exceeding six months and there is no vacant position available to him/her in the same class in which the employee was incumbent to such leave or leaves commencing, the employee may be laid off in accordance with the rules on voluntary reduction and layoffs.

#### 12.13 Failure to Return

Failure to return from leave within 5 days after the expiration date may be cause for discharge.

#### 12.14 Leave to Take Exempt Position

With prior approval by the Director, an agency may approve leaves of absence for certified employees who accept appointment in a position which is exempt from Jurisdiction B of the Personnel Code. Such leaves of absence may be for a period of one year or less and may be extended for additional one year periods. At the expiration thereof, an employee shall be restored to the same or similar position upon making application of the employing agency with continuous service including the period of such leave, except that employees who are on leave of absence status from positions subject to Term Appointment of January 1, 1980 shall be subject to the provisions of Term Appointment and whose rights shall be terminated under the provisions of this part if not reappointed pursuant to 80 Ill. Adm. Code 302.841. In approving such leaves the Director shall verify the agency approval and employee's agreement.

#### 12.15 Military and Peace Corps Leave

Leave of absence shall be allowed employees who enter military service or the Peace or Job Corps as provided in 80 Ill. Adm. Code 302.220 and 302.250 and as may be required by law.

#### 12.16 Military Reserve Training and Emergency Call-Up

- a) Any full-time employee who is a member of a reserve component of the Armed Services, the Illinois National Guard or the Illinois Naval Militia, shall be allowed annual leave with pay for one full pay period and such additions or extensions to fulfill the military reserve obligation. Such leaves will be granted without loss of seniority or other accrued benefits.
- b) In the case of an emergency call-up (or order to State active duty) by the Governor, the leave shall be granted for the duration of said emergency with pay and without loss of seniority or other accrued benefit. Military earnings for the emergency call-up paid under "An Act to establish a Military and Naval code for the State of Illinois and to establish in the Executive Branch of the State Government a principal department which shall be known as the Military and Naval Department, State of Illinois and to repeal an Act therein named (Ill. Rev. Stat. 1981, ch. 129, pars. 220.01 et seq.)" must be submitted and assigned to the employing agency, and the employing agency shall return it to the payroll fund from which the employee's payroll check was drawn. If military pay exceeds the employee's earnings for the period, the employing agency shall return the difference to the employee.
- c) To be eligible for military reserve leave or emergency call-up pay, the employee must provide the employing agency with a certificate from the commanding officer of his/her unit that the leave taken was for either such purpose.
- 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 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.
- e) During such basic training and up to 60 days if special or advanced 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.

#### 12.17 Leave for Military Physical Examinations

Any permanent employee drafted or enlisted (excluding re-enlistment) into military service shall be allowed up to three days leave with pay to take a physical examination required by such draft or enlistment. Upon request, the employee must provide the employing agency with certification by a responsible authority that the period of leave was actually used for such purpose.

#### 12.18 Attendance in Court

- a) Any permanent employee called for jury duty or subpoenaed by any legislative, judicial or administrative tribunal, shall be allowed time away from work with pay for such purposes. Upon receiving the sum paid for jury service or witness fee, the employee shall submit the warrant, or its equivalent, to the agency to be returned to the fund in the State Treasury from which the original payroll warrant was drawn. Provided, however, an employee may elect to fulfill such call or subpoena on accrued time off and personal leave and retain the full amount received for such service.
- b) Emergency or temporary employees shall be allowed time off without pay for such purpose and shall be allowed to retain the reimbursement received therefore.
- c) An employee must notify his or her supervisor as far as possible in advance of any absence for such purpose. The supervisor may require the employee to show the summons, subpoena, or written evidence requiring the appearance.

#### 12.19 Authorized Holidays

All employees shall have time off, with full salary payment, on the day designated as a holiday for the following:

- New Year's Day
- Martin Luther King Day
- Lincoln's Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- Christmas Day
- General Election Day

(on which Members of the House of Representatives are elected) and any additional days proclaimed as holidays or non-working days by the Governor of the State of Illinois or by the President of the United States.

#### 12.20 Holiday Observance

Whenever an authorized holiday falls on Saturday, the preceding Friday shall be observed as the holiday and whenever an authorized holiday falls on Sunday, the following Monday shall be so observed.

#### 12.21 Payment for Holidays

Where employees are scheduled and required to work on a holiday, equivalent time off will be granted within the following twelve month period at a time convenient to the employee and consistent with the agency's operating needs in those instances when the employee has not been compensated under the provisions in Article 8.4(d).

#### 12.22 Holiday During Vacation

When a holiday falls on an employee's regularly scheduled workday during the employee's vacation period, an extra day shall be added to the employee's vacation.

#### 12.23 Eligibility for Holiday Pay

To be eligible for holiday pay, the employee shall work the employee's last scheduled workday before the holiday and first scheduled workday after the holiday, unless absence on either or both of these workdays is for good cause and approved by the operating agency.

#### 12.24 Vacation Eligibility

- a) Employees, except emergency, temporary and those paid pursuant to 80 Ill. Adm. Code 310.230, shall earn vacation time. No employee on leave of absence may earn vacation except when the leave was for the purpose of accepting a temporary working assignment in another class.
- b) Eligible employees shall earn vacation time in accordance with the following schedule:
  - (1) From the date of hire until the completion of five (5) years of continuous service: 10 workdays per year of employment.
  - (2) From the completion of five (5) years of continuous service until the completion of nine (9) of

continuous service: 15 workdays per year of employment.

- (3) From the completion of 9 years of continuous service until the completion of 14 years of continuous service: 17 workdays per year of employment.
- (4) From the completion of 14 years of continuous service until the completion of 19 years of continuous service: 20 workdays per year of employment.
- (5) From the completion of 19 years of continuous service until the completion of 25 years of continuous service: 22 workdays per year of employment.
- (6) From the completion of 25 years of continuous service: 25 workdays per year of employment.

- c) Vacation time may be taken in increments of not less than 1/2 day at a time, except when requesting two (2) hour increments at the beginning or ending of the work day, at any time after it is earned. Vacation time shall not be accumulated for more than 24 months after the end of the calendar year in which it is earned.

In addition to the above any single day vacation requests may be used with a twenty-four (24) hour prior notice, subject to the Employer's operating needs.

- d) Vacation time earned shall be computed in workdays. After an employee's earned vacation time has been so computed, if there remains a fractional balance of 1/2 of a workday or less, the employee shall be deemed to have earned vacation time of 1/2 of a workday in lieu of the fractional balance; if there remains a fractional balance of more than 1/2 of a workday, the employee shall be deemed to have earned a full workday of vacation time in lieu of a fractional balance. Such computation will occur upon separation from employment.
- e) Computation of vacation time of State employees who have interrupted continuous State service shall be determined as though all previous State service which qualified for earning of vacation benefits is continuous with present service. The Rule provided in this paragraph applies to vacation time earned on or after October 1, 1972.

#### 12.25 Prorated Vacation for Part-Time Employees

Part-time employees shall earn vacation in accordance with the schedule set forth in Rule 303.250 on a prorated basis determined

by a fraction the numerator of which shall be the hours worked by the employee and the denominator of which shall be normal working hours in the year required by the position.

#### 12.26 Vacation Schedule and Loss of Earned Vacation

In establishing vacation schedules, the agency shall consider both the employee's preference and the operating needs of the agency. In any event, upon request, vacation time must be scheduled so that it may be taken not later than 24 months after the expiration of the calendar year in which such vacation time was earned. If an employee does not request and take accrued vacation within such 24 month period, vacation earned during such calendar year shall be lost.

By January 31 of each calendar year, employees may submit in writing to the Employer their preferences for vacation, provided an employee may not submit more than three (3) preferences. Such request may include vacation through March 31 of the following calendar year. In establishing vacation schedules, the Employer shall consider both the employee's preference and the operating needs of the agency. Where the Employer is unable to grant and schedule vacation preferences for all employees within a position classification within a facility but is able to grant some of such (one or more) employees such vacation preferences, employees within the position classification shall be granted such preferred vacation period on the basis of seniority. An employee who has been granted his/her first preference shall not be granted another preference request if such would require denial of the first preference of a less senior employee. An employee's preference shall be defined as a specific block of time uninterrupted by work days, which for these purposes shall be considered 5 or more consecutive workdays.

Employees who file their preference by January 31, shall be notified of the vacation schedules by April 1 of that calendar year. Employees requesting vacation time who have moved at their prerogative to a different work unit, and whose preference conflicts with another employee in that work unit, or those employees who have not filed their preference by January 31 or were not granted such request, shall be scheduled on the basis of the employee's preference and the operating needs of the Employer.

#### 12.27 Payment in Lieu of Vacation

- a) Upon termination of employment by means of resignation, retirement, indeterminate layoff, or discharge, provided the employee is not employed in another position in state service within 4 calendar days of such termination, or upon movement from a position subject to the Personnel Code to a position not subject to the Personnel Code, an employee is entitled to be paid for any vacation earned but not taken or forfeited pursuant

to Rule 303.270, provided the employee has at least 6 months of continuous service since the latest date of appointment. No other payment in lieu of vacation shall be made except as provided by Rule 303.295.

- b) The payment provided in subsection (a) above shall not be deemed to extend the effective date of termination by the number of days represented by said payment.
- c) The payment provided in subsection (a) above shall be computed by multiplying the number of days (hours) of accumulated vacation by the employee's daily (hourly) rate as determined in accordance with 80 Ill. Adm. Code 310.520(a).
- d) Effective January 1, 2016, employees newly-hired into the bargaining unit shall be entitled to a vacation payout of no more than 45 days.

#### 12.28 Vacation Benefits on Death of Employee

- a) Upon the death of a State employee, the person or persons specified in Section 14a of "An Act in relation to State Finance" (Ill. Rev. Stat. 1981, ch. 127, par. 150a), as amended, shall be entitled to receive from the appropriation for personal services theretofore available for payment of the employee's compensation such sum for any accrued vacation period to which the employee was entitled at the time of death, up to 40 days.
- b) Such sum shall be computed by multiplying the employee's daily rate by the number of days of accrued vacation due. Effective January 1, 2016, employees newly-hired into the bargaining unit shall be entitled to a vacation payout of no more than 45 days.

#### 12.29 Effect of Department of Central Management Services Personnel Rules

The Department of Central Management Services Personnel Rules govern the substantive content of this Article, and any amendments to said Rules are immediately incorporated as additions and/or amendments to this Article.

12.30 Pursuant to establish guidelines employees shall have the option of joining and utilizing the Sick Leave Banks established in their respective agencies.

#### 12.31 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 pregnancies 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 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. 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 week (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 said 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 of one (1) year or more.

#### ARTICLE 13 INSURANCE AND PENSION

13.1 During the term of this Agreement, the Employer shall continue in effect, and the employees shall enjoy the benefits, rights and obligations of, the Group Insurance, Health and Life Plan applicable to all Illinois State employees pursuant to the provisions of the State Employees Group Insurance Act of 1971 (Public Act 77-476) as amended by Public Act 90-65 and as amended or superseded and insurance plans from time to time negotiated thereunder, except as modified during the term hereof by agreement of the parties.

However, Employees covered by this Agreement may opt out of such coverage for group health insurance and may opt into the TEWTI Fund. After ratification of the agreement, members of the bargaining unit must opt into coverage by the Teamsters TEWTI Benefit Funds during the enrollment

timeframe as agreed to between the parties, with a commencement date of no later than January 1, 2016 or 30 days from commencement of employment.

In consideration for the concessions in Paragraphs (c) through (f) of the Tentative Agreement, the Employer has agreed to make contributions to the TEWTI Benefit Funds. This contribution shall be made monthly on behalf of each regular full-time employee covered by this Agreement. Such rate shall continue unless otherwise adjusted by the Boards of Trustees or Alternative Provider pursuant to the provisions below.

#### **Commencement of Contributions**

Contributions to the Teamsters TEWTI Benefit Funds for all new employees shall commence with the month in which their employment begins.

#### **Contributions for Subsequent Years**

Effective July 1, 2016, and every July 1 thereafter, the Trustees of the Teamsters TEWTI Benefit Funds may increase the Employer's contribution rates by an amount not to exceed ten percent (10%) in order to maintain the current level of benefits. In the event that the Trustees shall impose an increase in contribution rates, upon written request the Funds shall provide relevant claims and cost data to the Employer.

#### **Participation Agreement**

The Employer agrees to execute and abide by all provisions of the Participation Agreement with the Teamsters TEWTI Benefit Funds.

In addition to remedies that may otherwise be available, the Union may initiate a grievance under Article 6 of this Collective Bargaining Agreement, and the employees or their representatives shall have the right to payment in accordance with the terms of the State Prompt Payment Act (30 ILCS 540; 74 III. Adm. Code 900) should the employer fail to abide by its obligations under this Agreement.

#### **Continuation of Benefits**

All benefits, rights, and obligations referenced in this Article shall remain in effect until implementation of a successor Collective Bargaining Agreement.

13.2 During the term of this Agreement, the Employer shall continue in effect, and the employees shall enjoy the benefits, rights and obligations of the retirement program provided in the

Illinois Pension Code, Illinois Compiled Statutes, Chapter 40 and as amended or superseded.

Effective January 1, 2005, employees shall make half the employee contribution to the appropriate Retirement System in an amount equal to the coordinated rate (2% for covered employees; 2.75% for covered employees in the alternative formula).

Effective January 1, 2006, employees shall make the employee contribution to the appropriate Retirement System in an amount equal to the coordinated rate (4% for covered employees; 5.5% for covered employees in the alternative formula).

The employee contributions shall be treated for all purposes in the same manner and to the same extent as employee contributions made prior to January 1, 1992, consistent with Article 14 of the Illinois Pension Code.

Effective with retirements on or after January 1, 2001, all bargaining unit members covered by State Employees Retirement System (SERS) will receive the following change to pension benefits:

Employees on the SERS standard formula can retire based upon their actual years of service, without penalty for retiring under age 60, when their age and years of service add up to 85 (in increments of not less than one month). Employees eligible to retire under this "Rule of 85" will be entitled to the same annual adjustment provisions as those employees currently eligible to retire below age 60 with 35 or more years of service.

#### ARTICLE 14 DRUG TESTING

14.1 The Employer shall have the right to conduct a drug test on an employee if there is reasonable suspicion that the employee is under the influence of or using controlled substances.

14.2 If, as a result of the investigation and/or pre-disciplinary hearing, just cause is present, discipline shall be imposed as follows:

#### ALCOHOL

#### OFFENSE

#### DISCIPLINE

First Offense

30 day suspension pending discharge EXCEPT in those instances where an employee tests positive while being randomly tested at the beginning of his/her shift. In those cases, the employee shall receive a 30-day suspension, mandatory enrollment in the employee assistance program and

periodic random tests for one year from the effective date of the suspension.

#### DRUGS

A positive drug test will result in a 30-day suspension pending discharge.

Refusal to test will result in a 30-day suspension pending discharge.

14.3 The Department fully supports the Employee Assistance Program and encourages employees who are using unauthorized controlled substances to seek the confidential services of the Employee Assistance Program at their work place. The Employee Assistance Program plays an important role by providing employees an opportunity to eliminate illegal substance use. Referrals can be made to appropriate treatment and rehabilitative facilities who follow-up with individuals during their rehabilitation period to track their progress and encourage successful completion of the program.

14.4 The parties recognize the Employer's obligation to comply with the United States Department of Transportation regulations regarding the drug and alcohol testing provisions for those employees who are required to possess a Commercial Driver's License during the course of their employment. Such obligation for random drug/alcohol testing shall be extended to all Department of Transportation employees covered by this agreement.

14.5 The Employer agrees to pay up to \$50.00 of the cost of the drug test required of employees in the Ferry Boat Operator position classification. All other expenses shall be the responsibility of the individual employee.

14.6 Employees will be provided copy of their agency drug/alcohol policy by their employing agency. Additional copies of the policy are available from the applicable agency Personnel office.

#### ARTICLE 15 NO STRIKE - NO LOCKOUT

15.1 During the term of this Agreement, neither the Union nor its agents or any employee, for any reason, will authorize, institute, aid, condone, or engage in a slow down, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the Employer. During the term of this Agreement, neither the Employer nor its agents for any reason shall authorize, institute, aid or promote any lockout of employees covered by this Agreement.

15.2 The Union agrees to notify all local officers and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage employees violating Section 15.1 to return to work.

15.3 The Employer may discharge or discipline any employee who violates Section 15.1 and any employee who fails to carry out his responsibilities under Section 15.2 and the Union will not resort to the Grievance Procedure on such employee's behalf.

15.4 Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.

#### ARTICLE 16 PARTIAL INVALIDITY OF AGREEMENT

16.1 In the event that any of the provisions of this Agreement shall be or become legally invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of the provisions hereof.

#### ARTICLE 17 SUBCONTRACTING

17.1 It is the general policy of the Employer to continue to utilize its employees to perform work they are qualified to perform. However, the right to introduce new methods of operations, to eliminate, relocate, transfer or subcontract work and to maintain efficiency in the department is vested exclusively in the Employer provided the exercise of such rights by management does not conflict with the provisions of this Agreement.

17.2 However, except where an emergency situation exists, before the Employer changes its policy involving the overall subcontracting of work in a general area, where such policy change amounts to a significant deviation from past practice or which will result in the layoff of bargaining unit employees, the Employer will notify the Union sixty (60) days before subcontracting and offer the Union an opportunity to discuss its intention to subcontract work.

17.3 Whenever the Employer decides to contract out work, the Employer may offer the Union the opportunity to designate up to four (4) employees to form a labor-management team with a comparable number of managers and/or supervisors. Except where prohibited by the Procurement Code, the labor-management team can review the technical requirements of the solicitation and request for services, prepare a bid or proposal, and, before the designated bidding deadline, submit the labor-management team's bid or proposal to be

considered by the service evaluation team, according to the Procurement Code. If the labor-management team's bid or proposal meets all technical requirements of the solicitation and is less costly than all other bidders, then the Employer agrees it will not contract the services and the provisions of the labor-management team's bid or proposal will be implemented. The four (4) employees designated to team up with managers and/or supervisors to draft the labor-management team's bid or proposal will qualify for administrative leave when preparing that bid or proposal.

ARTICLE 18  
WAIVER

18.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the area of collective bargaining as defined in P.A. 83-1012 and the Rules and Regulations of the Director of Central Management Services for Public Employee Collective Bargaining issued pursuant thereto, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

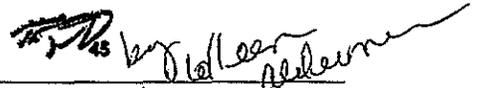
ARTICLE 19  
TERM OF AGREEMENT

19.1 This Agreement shall be effective as of July 1, 2015 and shall remain in full force and effect from said date until midnight, June 30, 2019 and it shall be automatically renewed from year to year thereafter, unless either party notifies the

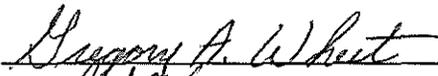
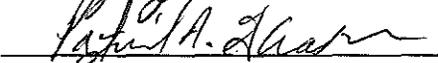
other in writing at least sixty (60) days prior to June 30, 2019, .  
the anniversary date of such yearly extension, of a desire to  
amend or terminate it.

IN WITNESS WHEREOF, the parties have hereunto set their hands and  
seals this 26th day of October, 2015.

  
\_\_\_\_\_  
Keith Gleason, Downstate Director  
Teamsters Downstate Illinois  
State Employee Negotiating Committee

  
\_\_\_\_\_  
Tom Tyrrell, Director  
Department of Central  
Management Services

Teamsters Downstate IL State Employee  
Negotiating Committee:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

MEMORANDUM OF UNDERSTANDING

DEPARTMENT OF HUMAN SERVICES

TEAMSTERS DOWNSTATE ILLINOIS STATE EMPLOYEE NEGOTIATING COMMITTEE

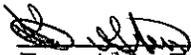
1. Trips made for the purpose of replenishing the facilities supplies shall be made by a Maintenance Equipment Operator immediate availability notwithstanding.
2. Where current practice so provides, trips made relevant to a project currently being worked on for the purpose of picking up a needed item may be made by the tradesman performing the job.
3. Additionally, movement of materials relevant to a project currently being worked on grounds for the trades may be made by the trades involved.

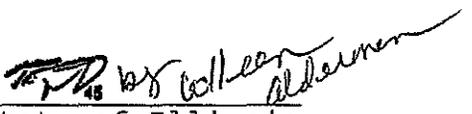
Movement of Patients

Any movement of recipients off grounds by State owned vehicles shall be by a Maintenance Equipment Operator based upon the availability of the Maintenance Equipment Operator except when such movement is for a therapeutic purpose in accordance with the recipient's habilitation/ treatment plan.

Furniture Movement

Where the current practice exists to have Maintenance Equipment Operators moving or assisting in the Movement of furniture such duties shall not exceed 10% of any Maintenance Equipment Operator's time.

  
\_\_\_\_\_  
For the Teamsters

  
\_\_\_\_\_  
For the State of Illinois

10-28-15  
Date

10-28-15  
Date

Renewed: July 1, 2013

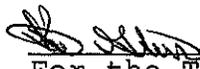
Memorandum of Understanding between the State of  
Illinois Department of Central Management Services,  
Department of Transportation and Teamsters Downstate Illinois State  
Employee Negotiating Committee

Discipline for Abuse of the Lunch Hour

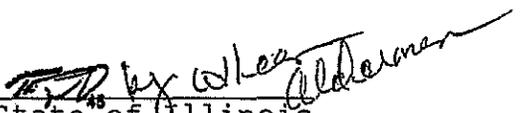
- 1st Oral - Confirmed in writing
  - 2nd Written
  - 3rd 1 day suspension
  - 4th 3 day suspension
  - 5th Up to 30 days
  - 6th Subject to discharge
- 9 months - flex time\*

In cases of tardiness of five (5) minutes or less, the employee shall not be subject to the above procedure unless habitual.

- \* Instances of tardiness shall be recorded on a nine (9) month rotating basis. As an example, an instance of tardiness in January, 1989, could be used up through the next nine months for purposes of this language. After nine months have elapsed that instance of tardiness would no longer apply and the most current nine month record would be considered.

  
\_\_\_\_\_  
For the Teamsters

10-28-15  
Date

  
\_\_\_\_\_  
For the State of Illinois

10-28-15  
Date

Renewed July 1, 2013  
Renewed: July 1, 2015

SUPPLEMENTAL AGREEMENT  
ALL UNITS

Supplemental Agreement Between the State of Illinois and  
Teamsters Downstate Illinois State Employee Negotiating Committee,  
Teamsters Local 700, Teamsters Local 330 and its affiliate  
General Teamsters/Professional and Technical Local 916

Fair Share

Pursuant to Section 3(g) of the Illinois Public Labor Relations Act effective July 1, 1984, the parties agree that if the Teamsters Downstate Illinois State Employee Negotiating Committee, Teamsters Local 700, Teamsters Local 330 and its affiliate General Teamsters/Professional Technical Local 916 has or attains majority Union membership of those employees covered by these agreements, or receives a majority decision by referendum as set forth below, subsequent to July 1, 1984, the following shall be applicable: Employees covered by these agreements 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. Such fair share provision shall remain in effect for the duration of the labor agreement or until it can be demonstrated that fewer than a majority of employees are union members or either the Illinois Supreme Court or the United States Supreme Court declares that the fair share fees are unconstitutional.

The Employer asserts that compulsory fair share fees of non-union members are unconstitutional. The Union disagrees. The parties agree, however, that by agreeing to this provision, the Employer does not waive the right to continue to challenge the enforceability or constitutionality of this provision or provisions like it.

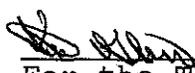
Should any employee be unable to pay their contribution to the Union based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, such amount equal to their fair share shall be paid to a non-religious

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 these agreements 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 agreements. 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, the Teamsters Downstate Illinois State Employee Negotiating Committee, Teamsters Local 700, Teamsters Local 330 and its affiliate General Teamsters Professional and Technical Local 916, 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.

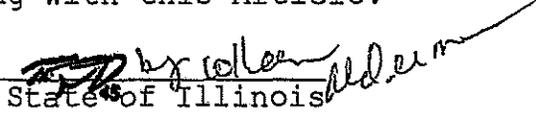
The parties shall request the Comptroller to provide to the Union a monthly computer tape for all bargaining units listing each employee and the amount deducted for dues or fair share fees.

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.

  
\_\_\_\_\_  
For the Teamsters

10-28-15  
Date

Rvised: July 1, 2015

  
\_\_\_\_\_  
For the State of Illinois

10-28-15  
Date

SIDE LETTER  
Fair Share Agreement

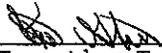
Pursuant to Section 3(g) of the Illinois Public Labor Relations Act effective July 1, 1984, the parties agree that effective July 1, 1984, if any or all of the three units have a majority of union members, as verified by the Comptroller's Office through the calculation of employees making dues deductions, non-union members in those respective units shall be required to pay their proportionate share of the costs of the collective bargaining process, contract administration, and of pursuing matters affecting wages, hours and other conditions of employment, but not to exceed the amount of dues uniformly required of members. Such proportionate share, once certified by the exclusive bargaining agent, shall be deducted from the employee's pay check. Such fair share provision shall remain in effect for the duration of the labor agreement or until it can be demonstrated that fewer than a majority of employees are union members or either the Illinois Supreme Court or the United States Supreme Court declares that the fair share fees are unconstitutional.

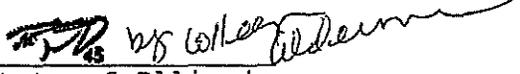
The Employer asserts that compulsory fair share fees of non-union members are unconstitutional. The Union disagrees. The parties agree, however, that by agreeing to this provision, the Employer does not waive the right to continue to challenge the enforceability or constitutionality of this provision or provisions like it.

In those bargaining units that do not have a majority of employees as union members, the exclusive bargaining agent may request an election of the bargaining unit employees to determine whether or not a fair share provision shall be applied to non-union members. Such election shall be conducted by the Illinois State Department of Labor, or some other neutral third party upon which the parties can mutually agree. Such election shall be conducted by secret mail ballot and any costs associated with the process shall be assumed by the exclusive representative. If it is determined, by the normal and standardized balloting and election procedures established by the third party that a majority of bargaining unit employees who vote favor the fair share provision, such fair share provision, subject to the same conditions listed above, shall be implemented on the pay period following the certification of election results. If the majority of the employees in the bargaining unit who vote do not favor the fair share provision, such provision shall not be implemented and the exclusive representative is precluded from requesting another election within one year of the certification of election results.

If during the duration of the Agreement the exclusive representative, through certification of the Comptroller's Office, can show that a majority of bargaining unit employees are union members, the fair

share provision shall be implemented during the pay period following such certification and shall remain in effect for the duration of the agreement or until it can be demonstrated a majority of employees in the bargaining unit are not union members.

  
\_\_\_\_\_  
For the Teamsters

  
\_\_\_\_\_  
For the State of Illinois

10-28-15  
Date

10-28-15  
Date

Revised: July 1, 2015

SIDE LETTER  
DOT COVERALLS

The Employer shall make available coveralls for those employees assigned to lubricate equipment and paper coveralls for those employees assigned to paint crews.

*[Signature]*  
For the Teamsters

*[Signature]* by *[Signature]* Alderman  
For the State of Illinois

10-28-15  
Date

10-28-15  
Date

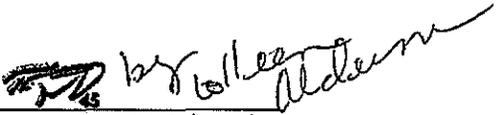
Revised: July 1, 2013  
Renewed: July 1, 2015

MEMORANDUM OF UNDERSTANDING  
Seniority

The parties agree that pursuant to Article 11.1 of the collective bargaining agreement between the State of Illinois and the Teamsters Downstate Illinois State Employee Negotiating Committee that seniority shall consist of the employee's continuous service in a bargaining unit position, as set forth in CMS Personnel Rules 302.190 through 302.250 inclusive. Where applicable, such continuous service shall include any uninterrupted service prior to 1972.

This definition shall apply to order of layoff and for all other purposes under the collective bargaining agreement. Any ties in seniority shall be broken by lottery. All other provisions of Article 11, Seniority remain unchanged.

  
\_\_\_\_\_  
For the Teamsters

  
\_\_\_\_\_  
For the State of Illinois

10-28-15  
Date

10-28-15  
Date

Renewed: July 1, 2013

Renewed: July 1, 2015

ILLINOIS DEPARTMENT OF TRANSPORTATION  
Weight Enforcement unit  
Work Rules for Lunch Periods

Weight Enforcement Unit employees shall have a one-half hour unpaid lunch period each work shift. The lunch period should be taken at the same time as the police officers assigned to a detail.

The unpaid lunch period must begin no earlier than 3-1/2 hours after the start of the work shift and no later than 4-1/2 hours after the start of the work shift.

The one-half hour unpaid lunch period may be combined with one or both 15 minute paid work breaks. This will allow up to a one hour lunch period when needed to coincide with the lunch scheduled for the police officers assigned to the weight enforcement detail. The two 15 minute breaks will be paid time.

Weight Enforcement Unit employees will be entitled to be paid one half hour at the appropriate premium rate for assigned lunch periods which do not comply with this work rule.

[Signature]  
For the Teamsters

[Signature] by Colleen Alderman  
For the State of Illinois

10-28-15  
Date

10-28-15  
Date

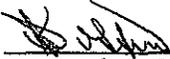
Renewed: July 1, 2013

Renewed: July 1, 2015

SIDELETTER

IN-HIRE RATES

The parties agree the in-hire rate as was amended to 75% for 2008-2012 Collective Bargaining Agreement shall continue in effect. The parties also agree that all classifications shall have a 75% in-hire rate as agreed to in the 2012-2015 agreement, however, effective July 1, 2015 all employees will be frozen at their current rate for the duration of this agreement. Employees within this bargaining unit who are promoted and are in the in-hire progression will promote to the next step of the in-hire rate of the higher classification and would then be frozen at that new in-hire rate. In addition, temporary assignments to higher-level classifications shall also be calculated at the in-hire rates. All full scale employees will be promoted to the full-scale rate of the next higher classifications, upon promotion.

  
\_\_\_\_\_  
For the Teamsters

  
\_\_\_\_\_  
For the State of Illinois

10-28-15  
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Date

10-28-15  
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Date

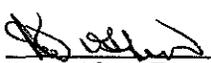
Renewed: July 1, 2013  
Revised: July 1, 2015

MEMORANDUM OF UNDERSTANDING  
Transfers  
Illinois Department of Transportation Only

A certified Employee may place an official transfer request form on file with the Central Bureau of Personnel, 2300 S. Dirksen Parkway, Room 113, Springfield, Illinois indicating an interest in a Region-wide transfer within the jurisdiction of the Teamsters Downstate Illinois State Employee Negotiating Committee (T.D.I.S.E.N.C.). The filing of such transfer request will be limited to one (1) location within the employee's Region every twelve (12) months. The Central Bureau of Personnel will keep the employee's one (1) request on file for one (1) year from the date of the request. When determined by the Employer to fill a permanent vacancy, the Employer shall pull the transfer request file for the location(s) where vacant position(s) exist, and the most senior employee with a request in that file shall be offered the position if qualified and available for all applicable work assignments including emergency call-outs within the 45 minute time frame. The vacancy created by the transferred employee shall be filled by any other means available at the employers discretion. Transfers out of a location shall be limited to 20% of the Highway Maintainers per location per calendar year. The file for the location will then be purged and any employee who is not selected shall be allowed to place one (1) new request for a location on file in accordance with the above guidelines. Any employee who waives an offer of a transfer shall have that transfer request removed from all files. It is the employee's responsibility to maintain a current transfer request. Upon approval from the Bureau of Personnel Management, the Employer reserves the right to delay transfers if the transfer would impair the Employer's ability to maintain operational efficiency.

The parties agree that transfers shall be from one position title into an identical title. Any employee who accepts a transfer shall be available for all applicable work assignments including emergency call-outs within the 45 minute time frame. Employees may not transfer under this MOU more than once every twenty-four (24) months.

The Employer shall post any position determined to be filled by promotion on a county-wide basis (or team section if the team section encompasses more than one county). However, nothing in this section precludes the Employer from filling vacant positions by any other means available.

  
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For the Teamsters  
  
10-28-15  
\_\_\_\_\_  
Date

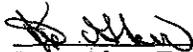
  
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For the State of Illinois  
  
10-28-15  
\_\_\_\_\_  
Date

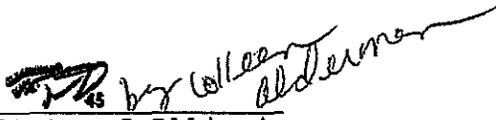
Revised: July 1, 2013  
Renewed: July 1, 2015

Transfer Agreement for the Department of Corrections

All Maintenance Equipment Operators covered by the collective bargaining unit shall be allowed to transfer to a position prior to the position being filled through the interview process. The Illinois Department of Corrections shall keep a current list of all open positions in each institution. The filling of such request shall be limited to one (1) location within the jurisdiction of the Teamsters Downstate Illinois State Employee Negotiating Committee and the request will be good for one (1) year, from the date it was submitted.

Once the Employer has determined to fill a permanent vacancy, the Employer shall, prior to posting the position, pull the transfer file for the location of the position to be filled. The most senior employee with a transfer request on file shall be offered the position, if qualified. In order to be considered for the position, the employee must have a transfer request on file prior to the vacancy being filled.

  
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For the Teamsters

  
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For the State of Illinois

10-28-15  
Date

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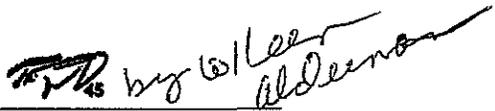
Executed: July 1, 2013  
Renewed: July 1, 2015

Side Letter

80% Ferry Boat Operations and Bridge Houses

80% permanent certified employees shall have the first right, to fill permanent funded vacancies as determined by the employer. Selection shall be made by seniority in the classification title, appropriate qualifications, and reasonable response time.

  
\_\_\_\_\_  
For the Teamsters

  
\_\_\_\_\_  
For the State of Illinois

10-28-15  
Date

10-28-15  
Date

Executed July 1, 2013  
Renewed July 1, 2015

MEMORANDUM OF UNDERSTANDING  
DEPARTMENT OF CORRECTIONS

All employees with seven or more years of continuous service with the Department of Corrections who are currently employed at Department of Corrections maximum security institutions shall receive a \$50.00 monthly adjustment to employee wages.

*[Signature]*  
For the Teamsters

10-28-15  
Date

*[Signature]*  
For the State of Illinois

10-28-15  
Date

Renewed: July 1, 2013  
Renewed: July 1, 2015

Memorandum of Understanding

for

Assignment of Low-Boy by Seniority

If the Employer permanently assigns a Highway Maintainer for 6 months or more of continuous service to operate a low-boy within a region, the assignment shall be assigned to the most senior employee who is qualified to perform the work.

*[Signature]*  
For the Teamsters

10-28-15  
Date

*[Signature]*  
For the State of Illinois

10-28-15  
Date

Executed: July 1, 2013  
Renewed: July 1, 2015

Memorandum of Understanding  
LIGHT DUTY

Agencies who have light duty policies in effect July 1, 2008 shall have such policies and practices continue, and such policies and practices shall not be affected by the policies set forth herein. Agencies without existing light duty policies, or policies which do not extend to all its employees, or to non-service connected illness or injury shall be governed by the policy set forth below.

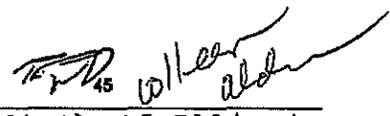
An employee who has suffered a service connected injury or illness, or who is unable to perform his/her regular duties for a period of more than sixty (60) calendar days, shall be assigned to light duty provided the Employer determines that a suitable light duty assignment is available. Such determination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

1. Employees shall be assigned to light duty provided that the treating physician indicates in writing that the employee is capable of returning to work and performing light duty and will likely be able to return to full duties within 120 days of the employee's evaluation.
2. Employees on light duty on the effective date of this agreement may continue performing light duties consistent with this policy if their doctor indicates in writing that they will likely be able to return to full duties within 120 days.
3. If at the end of a 120 day period; an employee, in the opinion of the treating physician, is not capable of performing full duties, he/she shall continue on light duty with the approval of the treating physician for a period of thirty (30) days.
4. Up to two (2) additional thirty (30) day extensions shall be granted if necessary, but in no instance shall an employee be permitted to remain on light duty more than two hundred ten (210) days, except for that period of time which preceded the date of this agreement.
5. The employee shall receive his/her base rate of pay and benefits consistent with his/her classification.
6. Employees on light duty shall not be mandated to work overtime, and may be permitted to volunteer for overtime assignments, if in the opinion of the treating

physician the employee is capable of working the overtime assignment(s) and is mutually agreed at the agency level. For Department of Transportation employees who have work rules regarding red hours, if an employee is capable of working the overtime assignment and turns the assignment down, they shall be red houred in accordance with the applicable work rules.

7. The Union may initiate a grievance at the 3<sup>rd</sup> level over any violation of this policy.
8. In no case shall an employee be placed in an area that will pose health or safety risks to the employee or other staff.
9. If an employee is assigned a task beyond the limitations set by the treating physician, the employee shall have the right to refuse such task.
10. Light duty assignments shall be temporary in a nature and shall not be considered permanent vacancies.
11. In the event that there are less light duty assignments available than employees who are eligible, first priority shall be given to employees with service connected illness or injury. However, no employee shall be removed from light duty in order to give priority to an employee with a service connected illness or injury.
12. Employees do not waive any rights to Worker's Compensation benefits by participating in the program

  
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For the Teamsters

  
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For the State of Illinois

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Renewed: July 1, 2013  
Renewed: July 1, 2015

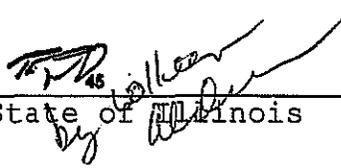
Side Letter  
Compensatory Time

Compensatory Time for employees covered by this agreement, excluding EPV and any 24-7 operation, will be allowed as follows:

Payment for overtime shall be paid in cash or compensatory time at the discretion of the Employer. Compensatory time shall not exceed forty (40) hours in each fiscal year. Employees may request and use compensatory time subject to the operational needs of the Employer. For DOT, such time may not be used during snow and ice season, with the exception of bereavement leave. At the sole discretion of the Employer, employees shall be allowed to use compensatory time in lieu of other benefit time for bereavement leave use for family members as defined in the CMS Personnel Rules. If employees have not liquidated their compensatory time, it shall be scheduled at the discretion of the Employer, subject to the operational needs.

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

  
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For the Teamsters

  
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For the State of Illinois

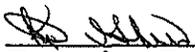
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Executed: July 1, 2013  
Renewed: July 1, 2015

SIDELETTER  
Shift Preference for Janitors  
and Security Guards in CMS Hanley/Annex

Annually, in January of each year of this agreement, Employees in the classification titles of Janitor and Security Guard within the work locations of the Hanley and Annex shall have an opportunity to exercise seniority for shift assignments only. Employees shall be offered the shift assignments by seniority. The process in which the bid is conducted will be at the discretion of the Employer.

  
For the Teamsters  
10-28-15  
Date

 *colleen Alderson*  
For the State of Illinois  
10-28-15  
Date

Renewed: July 1, 2015