Before

Harvey A. Nathan

Arbitrator

In the Matter of the Arbitration

between

ILRB ARB No. S-MA-10-167

STATE OF ILLINOIS
Department of Central
Management Services, and
Department of Corrections

Internal Security Investigators

and

First Contract

METROPOLITAN ALLIANCE OF
POLICE, IDOC CHAPTER No. 294

Hearing Held: May 18 - 19, 2010

For the Employer: Justin Smock
CMS, Attorney

For the Union: Keith A. Karlson
Richard J. Reimer
& Associates, LLC
Attorneys

CONSENSUAL INTEREST ARBITRATION AWARD

Opinion

This is an interest arbitration proceeding held pursuant to Section 14 of the Illinois Public Labor Relations Act (5 ILL 315/14), hereinafter referred to as the "Act." The parties are State of Illinois, acting through its Department of Central Management Services on behalf of the Illinois Department of Corrections, and the Metropolitan Alliance of Police, Chapter 294. The bargaining unit is defined as:

> "A statewide unit covering Internal Security Investigator I and Internal Security Investigator II in the Department of Corrections, or any other Employees that perform substantially similar tasks as those job classifications."

The unit was certified by the ILRB on July 23, 2008, following a representation election conducted by the Board pursuant to its Rules and Regulations. Shortly thereafter the Union requested collective bargaining which continued for numerous sessions until the parties reached an impasse. After exhausting formal mediation the parties initiated final and binding interest arbitration. The undersigned was appointed as the sole arbitrator on January 14, 2010. Thereafter the parties formally commenced the hearing.[1]

The parties began presenting evidence to the arbitrator on May 18, 2010. The parties submitted to the Arbitrator three economic issues (wages,

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[1] The parties stipulated that the procedural prerequisites for the conduct of the hearing were satisfied and that the arbitrator had jurisdiction to rule on the mandatory subjects of bargaining submitted to him.

compensatory time and holiday pay) and nine non-economic issues (grievance procedure, employee discipline, pre-disciplinary procedures, carrying firearms while off duty, procedure for increase or decrease in benefits, duty related injuries, temporary assignments and the past practice of taking state vehicles home.)

Thereafter, following informal discussions off the record, and with the active assistance of the Arbitrator, the parties resolved the outstanding issues and agreed to have them integrated with the entire collective bargaining agreement as a consensual arbitration award.

The attached signed agreement is hereby approved as the arbitration award.

Respectfully submitted,

HARVEY A. NATHAN

May 27, 2010

COLLECTIVE BARGAINING AGREEMENT

Between

METROPOLITAN ALLIANCE OF POLICE, CHAPTER #294

And

STATE OF ILLINOIS
DEPARTMENT OF CENTRAL MANAGEMENT SERVICES
DEPARTMENT OF CORRECTIONS

Effective
July 1, 2012 – June 30, 2015

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COLLECTIVE BARGAINING AGREEMENT

PREAMBLE

This Agreement entered into by the State of Illinois, Department of Central Management Services, Department of Corrections, hereinafter collectively referred to as the Employer, and the Metropolitan Alliance of Police Chapter #294, hereinafter referred to as the "Chapter" or "Union", to promote mutually beneficial relations between the Employer and the Chapter, and is set forth herein the full agreement between the parties concerning rates of pay, wages, hours of work, and other conditions of employment for bargaining unit members of the State of Illinois, as defined herein below and hereinafter referred to as "Employees", or when the context requires a singular noun, as "Employee".

ARTICLE I
RECOGNITION

Section 1.1 Representative Unit
The Employer recognizes the Chapter as the sole and exclusive Representative for all Employees of the Employer in the job classifications of Internal Security Investigator I and II (or any successor title(s) of those positions) within the Illinois Department of Corrections and excluding all supervisors, managerial, and confidential Employees.

Section 1.2 Chapter Membership
The Employer does not object to Chapter membership by its Employees. For the purpose of this Section, an Employee shall be considered to be a member of the Chapter if he/she timely tenders the dues and initiation fee required as a condition of membership. The Employer will grant the Chapter an opportunity during the orientation of new Employees to present the benefits of Chapter membership, at which time the Chapter may give such Employees a copy of this Agreement. Neither the Union nor its members shall solicit members or potential members for political purposes on state owned or leased property or by using state equipment.

Section 1.3 Dues Checkoff
With respect to any Employee from whom the Employer receives individual written authorization, signed by the Employee, in a form agreed upon by the Chapter and the Employer, the Employer shall deduct from the wages of the Employee the dues required as a condition of membership in the Chapter, or a representation fee. The Chapter shall determine the amounts to be deducted. Said deductions shall be made in accordance with the law and procedures of the Comptroller.

Section 1.4. Fair Share Defined
Employees covered by this Agreement who are not members of the Union and paying dues by voluntary payroll deduction pursuant to the provisions contained herein, shall be required to pay a proportionate "fair share" of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment, which have been incurred by the Union in representing such

Employee without regard to such non-membership. Such "fair share" amount shall be certified by the Union to the Employer prior to it being deducted from the earnings of such non-member Employee and shall be remitted to the Union on a semi-monthly basis. The "fair share" amount, as certified by the Union, shall not exceed regular membership dues uniformly required of Union members within the bargaining unit.

Pursuant to the provisions contained herein, "fair share" constitutes the proportionate share of the costs of negotiation and enforcing the terms of this Agreement and the pursuance of matters affecting terms and conditions of employment, which the Union experiences due to its non-discrimination between members and non-members. The "fair share" amount certified by the Union shall not include any fees for contributions related to the election or support of any candidate for political office nor does it preclude any Employee from making voluntary political contributions in conjunction with his/her fair share payment. The "fair share" amount shall also not include any fees for contributions toward organizing.

Any non-member Employee who is unable to make his/her fair share payment due to his personal bona fide religious tenets or teachings of a church of religious charitable organization mutually agreed upon by the Employee affected and the Union. If the parties are unable to agree on the matter, such payment shall be made to a charitable non-religious organization from an approved list maintained by the Illinois Public Labor Relations Board. Under such circumstances, the Employer shall remit such fair share payment to the selected non-religious charitable organization and supply the Union with receipt of such. Any Employees objecting to the deduction of dues from their wages shall have the option of exercising their rights under the applicable Illinois law concerning objections to dues deductions and subsequent fair share fee calculations.

Section 1.5 Indemnification

The Metropolitan Alliance of Police shall indemnify and hold the Employer harmless from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary and otherwise) that arise out of or by reason of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article, or in reliance on any written dues deduction authorization furnished under any of such provisions, provided that the Employer does not initiate or prosecute such action.

Section 1.6 Successor Classes

The parties agree that if a new classification is a successor title, or replacement title, to a classification covered by this Agreement, with no substantial change in duties, the parties shall stipulate to the inclusion of such classification in this agreement.

Section 1.7 New Classifications - Scope of the Unit

The Employer agrees to meet and discuss with the Chapter the inclusion or exclusion of any and all newly instituted job classifications, which may be described within the scope of RC 90 as follows:

A statewide unit covering Internal Security Investigator I and Internal Security Investigator II in the Departments of Corrections, or any other Employees that perform substantially similar tasks as those job classifications.

Where the parties agree to include a new classification, they shall so stipulate before the Illinois State Labor Relations Board.

Employer shall notify the Chapter of such new job classifications prior to the submission of said classifications to the Civil Service Commission.

Section 1.8 Changes in Existing Classifications
The Employer shall notify the Chapter of any changes in bargaining unit job classifications and upon timely request meet and bargain the impact of such changes with the Chapter prior to the submission of said classifications to the Civil Service Commission.

Section 1.9 Pay Grade
Employer agrees to negotiate with the Chapter as to the appropriate pay grade to be assigned to job classifications determined to be in the RC 90 bargaining unit. If no agreement is reached between the parties, the Chapter shall be allowed to file a grievance in accordance with Article XI of this Agreement. The grievance shall be filed at step 4 of the grievance procedure. In the event that an appropriate resolution is not reached at step 4, then the issue may be submitted to an arbitrator.

The arbitrator shall determine the reasonableness of the proposed salary grade in relationship to:
a) The job content and responsibilities attached thereto in comparison with the job content and responsibilities of other position classifications in the classification series and in the bargaining unit; and
b) Like positions with similar job content and responsibilities within the labor market generally.

The pay grade originally assigned by the Employer shall remain in effect pending the arbitrator's decision. Should there be an increase in wages the Employer agrees to make that pay retroactive to the date of certification.

Section 1.10 Integrity of the Bargaining Unit
The Employer recognizes the integrity of the bargaining unit and agrees that it will not propose or take any action for the purpose of eroding it.

ARTICLE II
DEFINITIONS

1. "Director" refers to the Director of the Illinois Department of Central Management Services or Department of Corrections, as the context may require.

2. "Employer" refers to the State of Illinois, Department of Central Management Services, and/or Department of Corrections, as the context may require.

3. "Employee" refers to a person employed in the job classifications covered by this Agreement; excluding temporary, emergency, provisional, per diem, confidential or managerial Employees and shall include the term Internal Security Investigator I and Internal Security Investigator II wherein used.

4. "Probationary Employee" refers to an Employee in a probationary period as currently administered under the Personnel Rule 302.300; provided, however, that such probationary Employees shall have no right to the grievance procedure.

5. "Workday" shall mean a normal period of seven and one half (7 ½) hours except as otherwise specified herein, which is uninterrupted by any period of time except for breaks and meal periods or leave time

6. "Chapter" and/or "Union" refers to the Metropolitan Alliance of Police, Chapter #294, as the context may require.

7. "Agency" refers to the Illinois Department of Corrections.

8. "Intermediate Administrator" refers to the Chief of Investigations and Intelligence or the person with the responsibilities of that position.

9. The phrase "performs other duties as required or assigned", under illustrative examples of work in the job classification specification, shall be interpreted to mean other duties which are reasonably within the intended scope of the job classification.

ARTICLE III
MANAGEMENT AUTHORITY

Section 3.1 Authority Residing with the Employer

Except as amended, changed or modified by this Agreement, the Employer reserves exclusively all the inherent authority to manage and operate its programs. The parties agree that all rights not specifically granted in this Agreement are reserved solely to the Employer and the Employer has the right to decide and implement its decisions regarding such rights. Examples of the rights reserved solely to the Employer, its agents and officials include, but are not limited to, the right: to operate so as to carry out the statutory mandate of the Employer; to establish the Employer's missions, programs, objectives, activities, and priorities; to plan, direct and control the use of resources, including all aspects of the budget, in order to achieve the Employer's missions, programs, objectives, activities, and priorities; to manage, direct and control all of the Employer's activities to deliver programs and services; to determine the size and composition of its workforce; to hire, promote, demote, transfer, evaluate, allocate and assign Employees; to discipline, suspend, and discharge for just cause; to relieve Employee's from duty because of lack of work or other legitimate reasons; to determine

the departments, divisions, and sections, and the work performed therein; to determine the number of hours of work and shifts per workweek; to develop and change work schedules and assignments; to develop, modify, and administer policies, procedures, rules and regulations, and determine the methods and means by which operations are to be carried out; to make, extend, limit, and execute contracts and all other instruments necessary or convenient for the performance of the Employer's duties or exercise of the Employer's powers, including contracts with public and private agencies, organizations, corporations, or individuals; to determine the Employer's organization; to take whatever actions the Employer deems necessary to carry out services when the Employer determines an emergency; to maintain or modify any and all public operations and work requirements entrusted to the Employer to more efficiently and effectively provide services.

Section 3.2 Non-Waiver

The above enumerations of the Employer's authority are not inclusive and do not exclude other rights not specified including those duties, obligations, or authority provided under law. The exercise or non-exercise of rights retained by the Employer shall not be construed to mean that any right of the Employer is waived.

ARTICLE IV
SENIORITY

Section 4.1 Definition of Seniority

Employees who are classified as an ISI 2 as of July 23, 2008 seniority, for purposes of bidding on positions, layoffs, vacation, or scheduling, shall be set based upon the Employee's total continuous employment with the State of Illinois. Employees who become classified as an ISI 2 after July 23, 2008 shall be placed below all of the ISI 2 Employees who were in the unit prior to July 23, 2008 and will be ranked based upon their time as an ISI 2 with the Department of Corrections. All ISI 1 Employees will be ranked based upon their time as an ISI 1 with the Department of Corrections. Any ties regarding seniority will first be broken in favor of the person with more total years of service with the State, then ties will be broken by a random lottery.

Section 4.2 Seniority List

Upon request, the Employer will furnish the Chapter a seniority list on an annual basis. After furnishing any such list, an Employee must notify the Employer of any error within thirty (30) calendar days thereafter, or the information so furnished will be considered correct and binding on the Employee and the Chapter until a subsequent list is furnished by the Employer as provided herein. There will be a separate seniority list for ISI 1's and ISI 2's.

Section 4.3 Termination of Seniority

Seniority shall be terminated when an Employee:

A. voluntarily resigns, provided that he/she is not re-employed within four (4) calendar days;

B. is discharged, provided that should the Employee be returned as a result of an appeal, his/her seniority shall be reinstated;

C. fails to report to work upon re-employment as provided in Article 15;

D. is laid off and no longer on the re-employment list; and/or

E. as provided elsewhere in this Agreement.

ARTICLE V
COMPENSATION, HOURS OF WORK, & OVERTIME

Section 5.1 Purpose of Article
The provisions of this Article are intended to define and establish regular work hours and to provide the basis for calculating overtime pay, and shall not be construed as a guarantee of hours of work per day or days per week or pay in lieu thereof, or as a limitation upon the maximum hours per day which may be required.

Section 5.2 Hours Worked
"Hours worked" for purposes of calculating overtime or any other benefit shall include all hours actually worked and any paid leave of absence which shall include but shall not be limited to Sick Leave, Vacation Leave, Holiday Leave, Compensatory Time Off, and any other authorized paid time off.

Section 5.3 Regular Work Periods
Employee normally will work 8:30 a.m. -5:00 p.m. Monday through Friday. However, if the needs of the Employer can be met with a four day work week, the Employee shall be able to make such a request. The Employer's denial of such request shall not be arbitrary or capricious.

Section 5.4 Overtime Compensation
Overtime which has been duly authorized or approved shall be compensated as follows: All hours actually worked in excess of thirty seven and one half (37 ½) hours per weekly pay period by an Employee shall be compensated at the rate of one and one half (1-1/2) times the regular hourly rate. For purposes of calculating overtime, all compensated hours shall be counted during a seven (7) day period.

Section 5.5 Compensatory Time and/or Overtime
Overtime shall be paid in cash or compensatory time at the rate it was earned, either straight time, or at the applicable overtime rate. Such request shall be considered and granted or denied at the discretion of the Employer. The Employee shall make his/her choice known to the Employer not later than at the end of the workweek in which the overtime was earned.

If such compensatory time is granted, it shall be taken within the fiscal year it was earned at a time convenient to the Employee and consistent with the operating needs of the Employer.

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

Section 5.6 Call Back

Any Employee covered by this Agreement who is called back to work on an assignment which does not continuously follow an Employee's regularly scheduled working hours shall be compensated a minimum of two (2) hours for each call back from the time when the Employee receives notice to return to work or the actual time worked, whichever amount is greater.

In the event that an Employee is off duty and is called back to duty, said Employee shall be paid at the applicable hourly rate of pay, and shall be paid a minimum of two (2) hours compensation. There shall be no pyramiding in calculating premium pay, consistent with State travel guidelines.

Section 5.7 Court Time

Employees reporting to a Court location shall have paid time computed when they begin their journey to Court; further they shall be eligible for necessary and reasonable out-of pocket expenses (i.e. parking, mileage, etc.) to travel to such different courts.

Section 5.8 Meal Period

Employer agrees to grant an unpaid meal period of sixty (60) consecutive minutes to employees consistent with current practices.

Section 5.9 Direct Deposit

All paychecks for Employees shall be delivered via direct deposit. In addition, paycheck stubs will be delivered electronically where available.

Section 5.10 Wage Schedule

Employer will pay Employees classified as ISI 2 (or any successor title for that classification) the wages indicated in the wage schedule attached hereto as Appendix A. Employer will pay Employees classified as ISI 1 (or any successor title for that classification) the wages indicated in the wage schedule attached hereto as Appendix B.

a) Effective July 1, 2013, the pay rates for all bargaining unit classifications and steps shall be increased by 2.00%, which rates are set out in Schedule A.

b) Effective July 1, 2014, the pay rates for all bargaining unit classifications and steps shall be increased by 2.00%, which rates are set out in Schedule A.

Section 5.11 Steps
Effective upon the date of signature of the Agreement, Step 1a, 1b, 1c shall be implemented for all employees hired on or after the date of signature of the Agreement with a 3% step differential.

The Employer agrees to pay all eligible bargaining unit employees a step increase on their creditable service date beginning with Fiscal Year 2013 (July 1, 2012). Employees shall receive their step increase at the rate referenced in Section 310.600 in the current CMS Pay Plan.

ARTICLE VI
HOLIDAYS

Section 6.1 Designation of Holidays
A. The following days are hereby declared holidays for all Employees in the bargaining unit:

1. New Year's Day - January 1
2. Martin Luther King's Birthday - Third Monday in January
3. President Lincoln's Birthday - February 12
4. Presidents' Day
5. Memorial Day - Last Monday in May
6. Independence Day - July 4
7. Labor Day - First Monday in September
8. Columbus Day - Second Monday in October
9. Veteran's Day - November 11
10. Thanksgiving Day - Fourth Thursday in November
11. Friday following Thanksgiving
12. Christmas Day - December 25
13. General Election Day (on which members of the House of Representatives are elected)

It is the intent of the Employer that all Employees covered by this bargaining agreement be granted thirteen (13) holidays, or equivalent paid days off per year. Holidays will be observed on the day on which it is designated by CMS.

B. In addition to the above, any other day or part of a day shall be considered a holiday when so designated by the Employer or the Governor of the State of Illinois.

C. Equivalent Time Off
When a holiday falls on an Employee's scheduled day off, or an Employee works on a holiday, equivalent time off shall be granted within the following 12 month period. It shall be granted on the day requested by the Employee unless to do so would interfere with the Employer's operations, in which event the Employee's next requested day off shall be given or cash paid in lieu thereof, or accumulated indefinitely.

Holiday time off may be taken in increments of one half day, except where current practice so provides it may take in increments of less than one half day in accordance with that practice. Notwithstanding the above, supervisors may grant Employee requests to use holiday time in smaller increments of 15 minutes after a minimum use of one half hour.

D. Cash Payment

In lieu of equivalent time off as provided for in sub-section C above, an Employee who works either the actual holiday or the observed holiday may choose to receive double time cash payment, except an Employee who works on only Labor Day, Thanksgiving Day, or Christmas Day may choose to receive double time and one half cash payment in lieu of time off. When an Employee works on a day which a holiday falls, either the actual holiday or the observed holiday, he/she shall receive equivalent time off or cash payment in the amounts specified above for any time in excess of his/her regular hours of work.

Section 6.2 Holidays in Vacations

If a holiday falls within an Employee's scheduled vacation, such Employee, if otherwise eligible, will not be charged with a vacation day.

ARTICLE VII
VACATIONS

Section 7.1 Amounts

Employees shall earn vacation time. No Employee on a leave of absence may earn vacation except when the leave was for the purpose of accepting a temporary working assignment in another classification.

Eligible Employees shall earn vacation time in accordance with the following schedule:

a) From the date of hire until the completion of five (5) years of continuous service: ten (10) work days per year.

b) From the completion of five (5) years of continuous service until the completion of nine (9) years of continuous service: fifteen (15) work days per year.

c) From the completion of nine (9) years of continuous service until the completion of fourteen (14) years of continuous service: seventeen (17) work days per year.

d) From the completion of fourteen (14) years of continuous service until the completion of nineteen (19) years of continuous service: twenty (20) work days per year.

e) From the completion of nineteen (19) years of continuous service until the completion of twenty-five (25) years of continuous service: twenty-two (22) work days per year.

f) From completion of twenty-five (25) years of continuous service: twenty-five (25) work days per year.

Section 7.2 Vacation Time

Subject to operational needs, vacation time may be taken in increments of not less than one-half (1/2) hour. The supervisor may, however, grant an Employee's request to use vacation time in smaller increments of fifteen (15) minutes after a minimum use of one-half (½) hour. Vacation time shall not be accumulated for more than 24 months after the end of the calendar year in which it is earned. Vacation time earned shall be computed in workdays.

Section 7.3 Interrupted Service

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.

Section 7.4 Vacation Scheduling

The Employer, unless emergency needs dictate otherwise, shall not change an Employee's vacation once it has been approved. In establishing vacation schedules, the agency shall consider both the Employee's preference and the operating needs of the agency. Where the agency, based on operational needs, is unable to grant and schedule the vacation preference for all the Employees within a Region or operations unit, but is able to grant some of such (one or more) vacation preferences, such approval shall be on the basis of seniority.

Vacation must be scheduled so that it may be taken no later than 24 months after the expiration of the calendar year in which such vacation was earned. If the Employee does not request and take accrued vacation within such 24 month period, vacation earned during such calendar year shall be lost.

Section 7.5 Vacation Request Action

The Department shall approve or disapprove vacation requests within ten (10) days of the receipt of the request.

Section 7.6 Vacation Payment

If due to operational needs, the Employer cannot grant an Employee's request for vacation time within the 24 month period after the expiration of the calendar year such time was earned, such vacation time shall be liquidated in cash at straight time provided the Employee has made at least three (3) separate requests with at least fifteen (15) days between each requested time period, for such time within the calendar year preceding liquidation.

No salary payment shall be made in lieu of vacation earned but not taken except as provided in this Section and on termination of employment for eligible Employees with at least six (6) months of continuous service in which case the effective date of termination shall not be extended by the number of days represented by said salary payment.

ARTICLE VIII
BENEFITS

Section 8.1 Health Care and Pension

During the term of this Agreement, the Employer shall continue in effect, and the Employees shall enjoy the benefits, rights and obligations of (a) 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 (5 ILCS 375) and as amended or superseded. Employee health care benefits shall be as set forth in the Employee benefits handbook.

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 (40 ILCS 5), as amended or superseded.

Section 8.2 Employee Assistance Program

The Employer has established an Employee Assistance Program (EAP) to function as a counseling and referral service for Employees. It is understood that EAP is not intended to be a substitute or alternative to disciplinary action, when such action is warranted. The EAP is a free, voluntary and confidential program that provides problem identification, counseling, and referral services for Employees and their families.

EAP counselors are experienced in providing assistance on a variety of concerns including, but not limited to: anger management, anxious feelings, conflict at work or home, domestic violence, elder care issues, family/parenting issues, feelings of worry or the blues, financial concerns, grief/loss, pre and postnatal concerns, problems with alcohol or drugs, and/or stress.

All calls and counseling sessions are confidential, except as required by law. No information will be disclosed unless written permission is received from the Employee or as required by law.

Section 8.3 Americans with Disabilities Act

The parties acknowledge that the Employers are bound by the provisions of the Americans with Disabilities Act.

Section 8.4 Tuition Reimbursement

A. The Employer recognizes the benefits of a well-educated work force and therefore encourages Employees to continue their education and acquisition of new skills through any state accredited college or university. Employees shall be eligible for tuition reimbursement in accordance with Section 303.390 of the Personnel Rules.

B. It is understood that the education reimbursement fund allocations are designed to refund educational expenses to Employees and not supplement the existing training budget or plans.

Section 8.5 Training
Approved training shall be afforded to all Employees subject to operational needs.

ARTICLE IX
LEAVES OF ABSENCE

Section 9.1 Leave for Personal Business
All Employees shall be permitted three (3) personal business days off each calendar year with pay. Such personal business days may not be used to extend a Holiday or annual leave except as permitted in advance by the Employer 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 one-half (½) day for each two (2) months service for the calendar year in which hired. Such personal leave may not be used in increments of less than one-half (½) hours at a time Supervisors may however, grant Employee requests to use personal leave in increments of fifteen (15) minutes after a minimum use of one-half (½) hour. 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. The Employer has the right to inquire as to the nature of the emergency and to require written documentation of the emergency.

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 by law and/or Personnel Rule. All personal leave requests shall be made by November 15th.

Section 9.2 Leaves of Absence Without Pay
Unless otherwise provided in the Personnel Rules, and with the prior approval of the Director, the agency may grant leaves of absence without pay to Employees for periods not to exceed six (6) months. Such leaves may be extended for good cause for additional six (6) month periods with the Director's approval.

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 term(s).

Section 9.3 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 provided in Personnel Rule 303.90, the Employer 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 Employees disability in which event the Employee's signature is not required;

3. Except for service-connected disability as provided in Personnel Rule 303.135, the Employee shall have exhausted available sick leave provided under Personnel 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" (225 ILCS 60 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.

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 or 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 Personnel Rule 303.145 B. (See B 6 above)

E. 1. An Employee who returns from a disability leave of six (6) months or less shall be returned by the agency to the same or similar position in the same classification in which the Employee was incumbent at the time the leave commenced.

2. An Employee who returns from a disability leave exceeding six (6) months and there is no vacant position available in the same classification held by the Employee at the commencement of such leave may be laid off in accordance with the Personnel 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 E 1 above.

Section 9.4 Employee Rights After Leave

When an Employee returns from a leave of absence of six (6) months or less, the agency shall return the Employee to the same or similar position in the same classification in which the Employee was incumbent prior to commencement of such leave. Except for those leaves granted under Personnel Rules 303.155 and 303.160, when an Employee returns from a leave or leaves exceeding six (6) months and there is no vacant position available to him/her in the same classification in which the Employee was incumbent to such leave or leaves commencing, the Employee may be laid off in accordance with the Personnel Rules on voluntary reduction and layoffs.

Section 9.5 Failure to Return

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

Section 9.6 Leave to Take Exempt Position

The Director 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 to the employing agency with continuous service including the period of such leave.

Section 9.7 Military and Peace Corps Leave
Leaves of absence shall be allowed Employees who enter military service or the Peace or Job Corps as provided in Personnel Rules 302.220 and 302.230 and as may be required by law.

Section 9.8 Military Reserve Training and Emergency Call Up Pay Policy
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 benefits. Military earning for the emergency call-up paid under the Illinois Military Code must be submitted and assigned to the agency, and the 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 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 agency with a certificate from the commanding Employee 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 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 advance training, if such Employee's compensation for military activities is less than his/her compensation as a State Employee, he shall receive his regular compensation as a State Employee minus the amount of his base pay for military activities. During such training, the Employee's seniority and other benefits shall continue to accrue.

Section 9.9 Leave for Military Physical Examinations
Any Employee drafted into military service shall be allowed up to three (3) days leave with pay to take a physical examination required by such draft. Upon request, the Employee must provide the agency with certification by a responsible authority that the period of leave was actually used for such purpose.

Section 9.10 Attendance in Court
Any Employee called for jury duty or subpoenaed by any legislative, judicial, or administrative tribunal, shall be allowed time away from work without loss of pay during his/her working hours for such purposes. An Employee subpoenaed by any legislative,

judicial or administrative tribunal for non-work related personal litigation shall be granted benefit time, if such time is available and consistent with operational needs. If benefit time is not available, the Employee shall be granted authorized dock time. 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.

Section 9.11 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.

Section 9.12 Disaster Service Volunteer Leave

Pursuant to Public Act 87-638, an Employee who is a certified disaster service volunteer of the American Red Cross may be granted leave from his/her work without loss of pay for not more than 20 working days in any 12 month period. Such leave shall be for the purpose of participating in specialized disaster relief services for the American Red Cross

in the State of Illinois. The leave shall be at the request of the American Red Cross and subject to approval of the Employee's agency director.

Section 9.13 Treatment of Seniority
A certified Employee shall retain and continue to accumulate seniority and continuous service while on leaves provided for under this Article except those leaves under Section 3 accumulation shall not exceed three (3) years and Sections 2 and 6 where there shall be no accumulation of seniority and continuous service. A probationary Employee serving an initial probation shall not accumulate seniority during such leave beyond the amount of time they have been employed with the State provided that such accumulation shall not reduce the probationary period.

Section 9.14 Chapter Leave
Subject to the Employer's operational needs, an Employee who is elected, delegated, or appointed to participate in duly authorized business shall be granted up to fifty (50) hours per year to adjust grievances, attend conferences, and perform other duties associated with Union leadership.

Section 9.15 Family Medical Leave Act
Employees shall be entitled to family medical leave in accordance with the Family Medical Leave Act.

ARTICLE X
SICK LEAVE, ILLNESS, AND INJURY LEAVE

Section 10.1 Sick Leave
All Employees shall accumulate paid sick leave at the rate of one (1) day for each month's service during their current period of continuous service. Sick leave may be used for illness, disability, or injury of the Employee, appointments with doctor, dentist, or other professional medical practitioner, and for not more than 30 days in one (1) calendar year in the event of serious illness, disability, injury, or death of a member of an Employee's immediate family or household. For purposes of definition, the "immediate family or household" shall be husband, wife, civil union partner, mother, father, mother-in-law, father-in-law, brother, sister, children or any relative or person living in the Employee' household from whom the Employee has custodial responsibility or where such person is financially and emotionally dependent on the Employee and where the presence of the Employee is needed. Such days may be used in increments of no less than one-half (1/2) hour at a time. With supervisory approval, such leave may be approved in 15 minute increments. Evidence of illness, including doctor's statement, may be required where the Employer may have reason to believe that such leave days were not used for the purpose herein set forth. For periods of absence for more than ten (10) consecutive workdays, the Employee shall provide verification for such absence in accordance with the provisions of Personnel Rule 303.145. Sick leave may also be used in the event of death of grand relations, parent and child-in-laws and brother and sister-in-laws. Visit of four (4) days per year to a veterans hospital or clinic for examination needed because of military service-connected disability shall be in pay status without charge to Sick leave.

In the event an Employee does not use sick leave in any calendar year, the Employee shall be awarded one (1) additional personal day on January 1 of the next calendar year. A calendar year for purposes of this provision is the period beginning January 1 and ending December 31 of each year. Such additional personal day shall be used in accordance with Article 13 Section 1.

Section 10.2 Accumulation of Sick Leave

Employees shall be allowed to carry over from year to year of continuous service any unused sick leave allowed under his provision and shall retain any unused sick leave or emergency absence leave accumulated prior to the effective date of this Agreement. Sick leave that remains at the time of Employee separation or retirement shall be treated in accordance with Personnel Rules and Illinois Legislative Compiled Statues.

Section 10.3 Advancement of Sick Leave

An Employee with more than two (2) years continuous service, whose personnel records warrant it, may be advanced sick leave with pay for not more than ten (10) working days upon written approval of the agency and the Director of Central Management Services. Such advances will be charged against sick leave accumulated in subsequent service.

Section 10.4 Illness or Injury Leave (Non-service Connected)

Employees who have utilized all their accumulated sick leave days and are unable to report to or back to work because of their sickness or injury shall receive a non-service Illness or Injury Leave without pay and may receive additional extension(s) of such leave. Prior to application for such leave or extension thereof, the Employee shall inform the Employer that such condition exists, or advise the Employer that such condition is continuing before the expiration of their original leave or an extension thereof and if so requested, take a physical examination given by Employer's physician if there is a doubt as to the Employee's illness. The Employee shall report back to work as soon as physically able. If there is a difference of opinion between Employer's physician and the Employee's physician as to his/her illness or ability to return to work, Employer may request an examination by another physician (who is not employed by the State) who is jointly selected by the Union and Employer. Such examination shall be paid for by Employer.

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

Section 10.5 Proof of Illness or Injury Status

The Employer may place an Employee on proof of injury status by notifying the Employee and the Chapter that future use of sick time must be substantiated. In said

notice, the Employer will state its reasons for placing the Employee on proof status and will specify the type of substantiation required. The Employer shall specify any specific information it requires in the substantiation and the length of proof status. The Employee or the Chapter may grieve being placed on proof status. If an Employee on proof status fails to provide a medical statement which verifies he/she was seen by a medical practitioner on the date in question, the Employee will not be allowed to use accumulated sick leave and may be subject to docking and/or discipline.

If the Employer demands an additional form of proof different from that which is furnished and involves cost to the Employee, the Employer shall pay the cost of such professional charges, when such verifies the Employee was not abusing sick leave.

Section 10.6 Appointments
All appointments with a medical practitioner shall be scheduled sufficiently in advance giving due consideration to the operating needs of the Employer. Whenever possible, medical appointments shall be scheduled during an Employee's non-work hours.

ARTICLE XI
GRIEVANCES

Section 11.1 Policy
The provisions of this Article supplement and modify the provisions of the Employer's Grievance Procedure applicable to all Employees. The purpose of this Article is to specify the method by which Employees may present grievances and seek redress.
This policy shall apply to all bargaining unit Employees covered by this contract under the jurisdiction of the Employer. This policy shall apply to all bargaining unit Employees without discrimination as to age, sex, marital status, race, creed, color, national origin, disability, sexual orientation, political affiliation, or political activity. All Employees shall have a right to file a grievance and shall be assured freedom from coercion, restraint, or reprisal.

The term "Employer" as read throughout this procedure refers to the State of Illinois, Department of Corrections, and Department of Central Management Services. The Employer is committed to fair employment practices and recognizes its responsibility to review and make reasonable effort to resolve Employees' grievances at the lowest level possible. An Employee is encouraged first to discuss the problem with the immediate supervisor. If the Employee feels the problem has not been satisfactorily adjusted as a result of this discussion, the Employee may advance a grievance in accordance with this grievance procedure.

Section 11.2 Definition
A grievance is a difference between an Employee or the Chapter and the Employer with respect to the interpretation or application of, or compliance with the terms of this Agreement between the Employer and Chapter.

Section 11.3 Representation
Only the aggrieved Employee(s) and/or Representatives of the Chapter may present grievances. Employees may take up grievances through Steps One and Two either on their own and individually or with representation by the Chapter. If an Employee takes up a grievance without Chapter representation, any resolution of the grievance shall be consistent with this Agreement and the Chapter representative shall have the right to be present at such resolution. A grievance relating to all or a substantial number of Employees or to the Chapter's own interests or rights with the Employer may be initiated at Step 2 by a Union Representative only.

Section 11.4 Grievance Procedure Steps
Grievances must be submitted on an approved Grievance Form. The steps and time limits shown as calendar days as provided in the Employer's Grievance Procedure are as follows:

Step One
1. Within ten (10) working days of the incident giving rise to the grievance, or from the date the Employee should have become aware of the incident with the exercise of reasonable diligence, the grievant shall file a written grievance shall be filed by the Employee or Chapter representative to the Commander of Investigations. The written grievance shall contain a statement of the grievant's complaint, the Section(s) of the Agreement allegedly violated, if applicable, the date of the alleged violation and the relief sought. The form shall be signed and dated by the grievant. Improper grievance form, date or section citation shall not be grounds for denial of the grievance.
2. Within seven (7) calendar days after receipt, the Commander shall meet with the Employee to discuss the grievance.
3. Within the ten (10) calendar days after the meeting, the Commander answers the grievance on the Grievance Form and transmits the answer to the Employee.
4. If the answer is satisfactory, the grievance procedure is concluded at Step 1.
5. If the answer is not satisfactory, the Employee may, within the ten (10) calendar days after receipt, or the date such decision is due the grievance may be advanced to Step 2.
6. Failure to advance the grievance within ten (10) calendar days after the Step 1 answer is due concludes the grievance procedure.

Step Two
1. On the Grievance Form, the Employee or the Representative checks the answer is not satisfactory, writes the date referred to Step two, signs the form, and presents the grievance to the Chief of Investigations and Intelligence ("Chief").
2. Within ten (10) calendar days after the receipt of the grievance at Step two, the Chief will issue a written decision and serve a copy on the grievant.
3. If the answer is satisfactory or if the Employee or the Representative fails to advance the grievance within ten (10) calendar days after the Step two answer is due, the grievance procedure is concluded.

Step Three

1. If dissatisfied with the Step two decision, the Chapter may appeal to Step three within ten (10) calendar days of receipt of the Step two decision or the date such decision was due, whichever is earliest. The Representative indicates that the answer is not satisfactory, writes the date referred to Step three, and presents the grievance to the Director of the Department of Corrections or his/her designee.

2. Within fifteen (15) days of receipt of the grievance, the Director or his/her designee shall schedule a meeting to discuss the grievance with the Chapter. Such meeting will be held within fifteen (15) calendar days, unless mutually agreed otherwise. If the answer is satisfactory or if the Chapter fails to advance the grievance within ten (10) calendar days after the Step three meeting, the grievance procedure is concluded.

Step Four

If dissatisfied With the Step 3 decision, or if no decision is issued within the specified time limit, the Chapter may appeal to the Director of CMS or his/her designee by submitting a written notice of appeal with a copy of the grievance attached within ten (10) calendar days after receipt of the Step 3 decision or the date such decision was due. Failure to file to Step 4 within the prescribed time limits, unless mutually agreed otherwise, shall result in the grievance procedure being concluded. Once a grievance is advanced, resolution offers from the previous step are considered refused. Within twenty (20) calendar days after receipt of the Step 4 appeal to the CMS Director or his/her designee, the parties shall set a date to meet in order to:

1. Discuss and resolve the grievance; or

2. Select and arbitrator to hear the grievance and establish, where possible, the hearing date;

3. 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 the Chapter shall have the right to request the arbitrator require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses. The expenses and fees of the arbitrator shall be split between the parties;

4. Employees who are required to appear for trial, hearing, or arbitration will do so without loss of pay or benefits.

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question of arbitrability. The parties agree that class grievances are allowed under this agreement and are appropriate for an arbitrator to decide. Once a determination is made that the matter is arbitrable or that such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute.

The arbitrator shall only have authority to determine compliance or non-compliance with the provisions of this Agreement and shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He/she shall only consider and make a decision with respect to the specific issues submitted, and shall have

no authority to make a decision on any other issue not so submitted. In the event the arbitrator finds a violation of the terms of this Agreement, (s)he shall fashion an appropriate remedy. The arbitrator shall makes his/her decisions based upon applicable law.

The arbitrator shall submit in writing his decision within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to written extension thereof. The decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. An arbitrator's decision shall be final and binding.

The parties shall jointly select an arbitrator by use of mutually agreed-upon rules.

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

Section 11.5 Time Limits

Time limits may be extended by mutual agreement in writing between the Employee and/or the Chapter and the Employer.

Section 11.6 Representatives

The Chapter will advise the Employer in writing of the names of the Representative and alternates annually and shall notify the Employer promptly of any changes. Upon obtaining approval from their supervisor before leaving their work assignment or area, Stewards will be permitted to handle and process grievances referred by Employees at the appropriate steps of the grievance procedure during normal hours without loss of pay, provided that the operations of the Employer are not adversely affected. In all cases the primary mission of the Employer and proper manpower considerations shall be controlling. It is mutually recognized that the principle of proportional representation is a sound and sensible basis for determining the number of Representatives.

The Chapter shall not be liable for any activities unless so authorized by the Chapter.

Section 11.7 Chapter Representatives

Duly authorized Business Representatives of the Chapter will be permitted at reasonable times to enter the appropriate Employer facility for purposes of handling grievances or observing conditions under which Employees are working. These Business Representatives will be identified to the Employer in a manner suitable to the Employer and on each occasion will first secure the approval of the Employer to enter and conduct their business so as not to interfere with the operation of the Employer. The Chapter will not abuse this privilege, and such right of entry shall at all times be subject to general department rules applicable to non-Employees.

ARTICLE XII
DISCIPLINE

Section 12.1 Scope
Disciplinary action shall include the following:

A. Oral Reprimand;
B. Written Reprimand;
C. Suspension; and
D. Discharge

Discipline may be imposed upon an Employee only for just cause.

The Employer agrees with the tenets of corrective and progressive discipline.

An Employee shall not be demoted for disciplinary reasons, nor shall any Employee be transferred for disciplinary reasons.

The parties recognize that counseling and corrective action plans are not considered disciplinary actions.

Other than discharge, Employer cannot suspend an Employee any more than 30 days for just cause.

Section 12.2 Applicability of Grievance Process
Disagreements regarding suspensions and/or discharge are to be resolved via the grievance process up to and including arbitration. Disagreements regarding oral and written reprimands are to be resolved via the grievance process up to and excluding arbitration.

Section 12.3 Suspension Pending Discharge
The Employer may suspend an Employee without pay up to 30 days pending a decision on discharge of the Employee. Such actions shall not be subject to the grievance procedure, however if suspension pending discharge is replaced by another disciplinary action, written notice will be issued and such action may be subject to the grievance procedure.

Section 12.4 Pre-Disciplinary Meeting
Prior to notifying the Employee of the measure of discipline to be imposed, the Employer shall notify the Union and the Employee. The Employer shall afford a reasonable opportunity for a meeting with the Employee involved and, if requested by the Employee, the Union, for the purposes of providing all relevant documentation, contemplated measures of discipline, if possible, and names of witnesses relating to the facts of the charge; and to permit the Employee to rebut the charges, if the Employee so desires. If the Employee does not request Union representation, the Union representative shall nevertheless be entitled to be present as a non-active participant at any and all such

meetings. The Employer shall provide reasonable notice of such meeting to be held at a mutually agreeable time.

Pre-disciplinary meetings shall not be required to be held in cases of oral and written reprimands.

Section 12.5 Notice
In the event written disciplinary action is taken against an Employee, the Employer shall promptly furnish Employee and the Union with a clean and concise copy of the statement of facts giving rise to the discipline and the measure of discipline intended. The measure of discipline intended may not be increased as it relates to the statement of facts once the statement has been served. The Employer shall notify the Employee and the Union of the discipline imposed, within forty-five (45) days after completion of the pre-disciplinary meeting.

Section 12.6 Investigatory Interview
An Employee shall be entitled to the presence of a steward and/or Union representative at an investigatory interview if she/he requests one and if the Employee has reasonable grounds to believe that the interview may be used to support disciplinary action against her/him.

Section 12.7 Removal of Discipline
Any discipline imposed, except suspensions and/or discharges, shall be removed from an Employee's record if, from the date of the last reprimand, two (2) years pass without the Employee receiving any additional discipline, such removal shall be at the request of the Employee but in any case shall not be used against the Employee.

Section 12.8 Administrative Reassignment
The Employer may reassign an Employee during the course of an investigation.

Section 12.9 Investigations
Whenever an Employee is subject to an investigation, which could result in discipline, the investigation will be conducted in accordance with the following:

12.9.1 All interrogations of Employees, other than in the initial stage of the investigation, shall be scheduled at a reasonable time, and preferably be conducted while the Employee is on duty, or if feasible, during daylight hours.

12.9.2 The interrogation, depending on the allegation, will normally take place at a department facility or other appropriate location.

12.9.3 Prior to the interrogation, the Employee will be informed of:

A. The identity of the person who will be conducting the interrogation;
B. The identity of the persons who will be present for the interrogation;

C. A general statement of the facts and allegation(s) made against the Employee; and

D. The names of the complainants known at the time for investigations performed by the agency.

12.9.4 The length of the interrogation will be reasonable, with reasonable interruptions permitted for personal necessities, meal, telephone calls, and rest.

12.9.5 The Employee will be provided, without unnecessary delay, and for no cost, a complete copy of written statements and recordings he has made.

12.9.6 The Employee under interrogation shall have the right to counsel present at the interrogation and/or to have a Union representative present during the interrogation. The Union representative shall not be involved in the incident and must be authorized to act on behalf of Union.

12.9.7 No anonymous complaint shall be the sole basis for taking disciplinary action against an Employee.

12.9.8 The investigation shall not be unreasonably or arbitrarily delayed.

12.9.9 Whenever the results of an investigation result in discipline, the Employee shall, upon request, be provided the rule(s) violated and the corresponding specifications of the misconduct, to include date, time, location and manner in which the rule was violated.

12.9.10 The provisions of this section do not apply to criminal investigations in which the Employer/State acts in its capacity as a law enforcement agency to investigate potential violations of criminal law. However, the Employees expressly reserve the right to assert any/all rights afforded him/her under the law and/or Constitutions of the United States and State of Illinois.

12.9.11 The parties agree that the Office of the Executive Inspector General is not a party to this agreement and is not bound by its terms.

Section 12.10 Polygraphs

No Employee may be required to take a polygraph examination as a condition of retaining employment with the Employer nor shall be subject to discipline for refusal to take such. A Union representative may accompany a bargaining unit Employee to a polygraph examination and may review the polygraph question, but may not be present during the actual administration of a polygraph examination.

The Employee shall be provided with a copy of the results of the report of that polygraph examination and a copy of the conclusions reached by the examiner when the investigation unit or agency has concluded its investigation, but prior to the imposition of any discipline.

ARTICLE XIII
CONTINUITY OF OPERATION

Section 13.1 No Strike
Because the Chapter has the right to impasse and grievance arbitration, the Chapter will not cause or permit its members to cause, and will not sanction in any way, any work stoppage, strike, picketing (other than informational pickets) or slowdown of any kind or for any reason, or the honoring of any picket line or other curtailment, restriction or interference with any of the Employer's functions or operations; and no Employee will participate in any such activities during the term of this Agreement or any extension thereof.

Section 13.2 Chapter Responsibility
Should any activity prescribed in Section 1 of this Article occur, which the Chapter has or has not sanctioned, the Chapter shall immediately:

(a) publicly disavow such action by the Employees or other persons involved;
(b) advise the Employer in writing that such action has not been caused or sanctioned by the Chapter;
(c) notify the Employees stating that it disapproves of such action instructing all Employees to cease such action and return to work immediately;
(d) take such other steps as are reasonably appropriate to bring about observance of the provisions of this Article, including compliance with reasonable requests of the Employer to accomplish this end.

Section 13.3 Discharge of Violators
The Employer shall have the right to discharge or otherwise discipline any or all Employees who violate any of the provisions of this Article. In such event, the Employee or Employees, or the Chapter in their behalf, shall have no recourse to the grievance procedure, except for the sole purpose of determining whether an Employee or Employees participated in the action prohibited by this Article. If it is determined that an Employee did so participate, the disciplinary action taken by the Employer may not be disturbed.

Section 13.4 No Lock-Out
The Employer agrees that it will not lock out its Employees during the term of this Agreement or any extension thereof.

Section 13.5. Reservation of Rights
In the event of any violation of this Article by the Chapter or the Employer, the offended party may pursue any legal or equitable remedy otherwise available, and it will not be a condition precedent to the pursuit of any judicial remedy that any grievance procedure provided in this Agreement first be exhausted.

ARTICLE XIV
NON-DISCRIMINATION

Section 14.1 Prohibition
Neither the Employer nor the Chapter shall discriminate against any Employee on the basis of union affiliation, race, color, religion, national origin, sex, disability, political affiliation, or sexual orientation.

Section 14.2 Employer's Responsibility
The Employer shall not discriminate against, interfere with, restrain or coerce Employees because of their lawful activities on behalf of the Chapter or because of their exercise of any rights granted by this Agreement by the Illinois Labor Relations Act (5 ILCS 315).

Section 14.3 Chapter Responsibility
The Chapter shall not restrain or coerce Employees in the exercise of rights guaranteed by this Agreement, or by the Illinois Public Labor Relations Act (5 ILCS 315). The Chapter's members shall not solicit membership for political purposes in/on state owned or leased property.

Section 14.4 Equal Employment / Affirmative Action / ADA / FMLA
The parties recognize the Employer's obligation to comply with federal and state Equal Employment affirmative action laws, the Americans with Disabilities Act and the Family and Medical Leave Act (including intermittent leave as required).

ARTICLE XV
LAYOFF

Section 15.1 Application of Layoff
The Chapter recognizes the right of the Employer to layoff Employees for reasons of lack of funds or work, abolition of a position, or material change in duties or organization.

The layoff procedures set forth below establish the process by which the Employer shall initiate and conduct a layoff, during which the parties will review and discuss the reasons for the layoff, as well as the rights of persons who may be affected by the layoff. If the Employer lays off any Employees it will engage in impact and/or effects bargaining with the Chapter as required by Illinois law.

Section 15.2 Layoff Procedure
Layoffs shall be by position classification in the appropriate organizational unit. Employees shall be laid off in inverse order of seniority.

No certified or probationary Employee may be laid off until all part-time (personnel working less than 37.5 hours per week), temporary, emergency, and provisional Employees in the same classification and organizational unit are terminated.

The procedures outlined in this article shall not apply to Government shutdown and/or budgetary impasse.

Section 15.3 Notice of Layoff

In the event that the Employer becomes aware of an impending reduction in the work force due to layoff, it will notify the Chapter thirty (30) calendar days prior to the effective date, except in emergency situations.

Section 15.4 Re-Employment

A. When permanent vacancies occur within any position classification covered by this agreement, prior to filling such vacancies by any other means, the Employer shall re-employ laid off Employees to such position classification pursuant to re-employment, Section 302.570 of the CMS Personnel Rules. Re-employment lists shall be by other geographical areas as defined in Section 4 of this Article as regions/districts.

B. A laid off Employee who fails to respond within ten (10) workdays of the re-employment, or upon acceptance fails to be available for work within the time agreed to by Employer which shall not be less than five (5) days, shall forfeit all re-employment rights.

C. Employee's right to re-employment shall exist for a period of two (2) years from the effective date of layoff.

Section 15.5 Temporary Layoff

The above provisions do not apply in the event of layoff pursuant to Personnel Rule 302.510 which allows the Employer to temporarily layoff any Employee for not more than five (5) scheduled workdays in any 12-month period as a result of or for lack of work or funds.

Section 15.6 Bumping in Lieu of Layoff

Any Employee who is targeted for layoff shall first have the opportunity to bump the least senior Employee within the work location of the same agency of the Employer, provided they are qualified and eligible for the position. Work location for bumping purposes is defined as the identical agency's facility or local office. If there is no bump available at the work location, the Employee may bump the lease senior Employee State-wide. In the event that an Employee waives or refuses to accept an available bump or available vacancy under this provision the Employee shall be laid-off.

Section 15.7 Transfer in Lieu of Layoff

An Employee who is subject to layoff shall be offered all available permanent bargaining unit vacancies for which they are qualified within the agency as applicable and seniority permitting.

Refusal to accept such offer will not impair the Employee's right to re-employment provided in this Agreement. The parties recognize that promotion is not an option in the layoff process.

ARTICLE XVI
WORK RULES

Section 16.1 Definition
Work rules are those rules promulgated by the Employer which regulate the personal conduct of the Employee as it affects his/her employment. Such work rules shall be reasonable and shall not conflict with any provisions of this Agreement.

Section 16.2 Notice
Newly established work rules or amendments to existing work rules shall be reduced to writing and furnished to the Chapter and the Employees at least ten (10) working days prior to the effective date of the rules.

Section 16.3 State Officials and Employee's Ethics Act
Employees shall comply with the provisions set forth in the State Officials and Employees Ethics Act (5 ILCS 430).

ARTICLE XVII
CLOTHING AND EQUIPMENT

Section 17.1 General Provisions
The Employer shall provide any special clothing, and/or equipment or the equivalent by reimbursement which is required by the Employer and/or is determined by the Employer as being necessary for such Employees to perform their work. The Employer shall provide for the maintenance of all clothing and equipment determined by the Employer as being necessary.

Employees are prohibited from wearing political and/or partisan clothing such as hats, pins or buttons, or other similar politically affiliated items while at work or while conducting other official State business.

ARTICLE XVIII
FILLING OF VACANCIES

Section 18.1 Policy
The Employer recognizes the operational value of internally promoting qualified Employees, and will strive to provide career progression subject to the operating needs of the agency. However, the Employer reserves the right to use at its discretion other means available as provided in the Personnel Rules for filling vacancies, subject to the provisions of this Agreement.

Section 18.2 Definition of Permanent Vacancies
For the purposes of this Article a permanent vacancy is created:

a) When the Employer determines to increase the work force and to fill the new position(s).

b) When any of the following personnel transactions take place and the Employer determines to replace the previous incumbent: terminations, transfers, promotions, demotions, and related transactions.

c) Vacancies filled by bargaining unit and/or non-bargaining unit Employees as a result of demotion or reduction in lieu of layoff, pursuant to a layoff plan, shall not be considered permanent vacancies for the purpose of this Article.

No vacancy shall be filled in this manner if there are Employees on layoff or subject to layoff who have contractual rights to such position.

Section 18.3 Posting of Permanent Vacancies
Permanent vacancies shall not be filled until the position has been posted for ten (10) days at every facility and work location where bargaining unit members in the same title currently work. Such posting shall include job description, training and experience requirements, pay, and related information. Any bargaining unit Employee may bid on a position, however, they must be deemed qualified and eligible to be interviewed and considered for selection. An Employee on leave of absence at the time of the posting is not considered eligible. The Employer reserves the right to administer appropriate examinations.

Section 18.4 Bidding for Vacancies
When a permanent vacancy becomes available, and before a new vacancy is filled, current bargaining unit members holding the same position classification will have the option, by seniority, to transfer into the open vacancy.

ARTICLE XIX
GEOGRAPHICAL TRANSFER

Section 19.1 Geographical Transfers
In the event a geographical transfer under Personnel Rule 302.430 (the transfer of an Employee from one geographical location in the State to another for the performance of duties other than temporary assignments or detailing for the convenience of the Employer) is required, "seniority" as defined in Article IV shall govern, the highest given first preference. If no Employee wishes to accept such transfer, the least senior Employee shall have re-employment rights as set forth in Article XV, Section 15.4 Re-Employment. However, such re-employment rights shall be limited to the position classification within the agency at which the Employee was employed at the time he/she was made the subject of a geographic transfer.

It is understood the term geographical transfer is defined as transfers across county lines.

ARTICLE XX
LABOR MANAGEMENT MEETINGS

Section 20.1 General
The Employer shall meet with Chapter representatives and/or staff in labor management meetings on an annual basis, per Agency, unless mutually agreed otherwise. Either party may call an "occasional" labor management meeting at other times, as circumstances require, not to exceed quarterly per Agency. Items to be included on the agenda for the aforementioned labor management meetings are to be submitted to the respective parties at least ten (10) working days in advance of the scheduled dates of the meeting if possible. The meeting shall be limited to, the following items:

A. Discussion of the administration of this Agreement.

B. Dissemination of general information of interest to the parties.

C. Providing an opportunity to express various views and to make suggestions on subjects of mutual interest to members of the Chapter.

D. Discussion of changes in non-bargaining conditions of employment contemplated by management which may adversely affect the Employees in the bargaining unit

Section 20.2 Attendance at the Annual Meeting
The Employer shall allow up to two (2) bargaining unit Employees per title to attend the annual labor management meetings without loss of pay for their normal work hours. Attendance at such meetings shall not be unreasonably denied, but shall not interfere with the agency's operations. Travel expenses associated with these meetings shall be the responsibility of the Employee.

Section 20.3 Attendance at Occasional Meeting
The Employer shall allow up to two (2) bargaining unit Employees per title in the Agency with whom the Chapter is meeting to attend the "occasional" labor management meetings without loss of pay for their normal work hours. Attendance at such meetings shall not be unreasonably denied, but shall not interfere with the agency's operations. Determination of attendees and numbers shall be based on discussion with the Chapter and the issues for the meeting. Travel expenses associated with these meetings shall be the responsibility of the Employee.

ARTICLE XXI
CHAPTER RIGHTS

Section 21.1 Access to State Premises by the Chapter
Employer agrees that Chapter staff shall have reasonable access to the premises of the Employer, giving notice prior to arrival to the appropriate Employer representative. Such visitations shall be for the reason of the administration of this Agreement. The Chapter agrees that such visitations shall not unduly interfere with the operations requirements of Employer. The Employer reserves the right to designate a meeting place or to provide a representative to accompany a staff representative where security requirements exist.

Section 21.2 Information Provided to the Chapter
If requested, the Employer shall notify the Chapter in writing of any of the following personnel transactions which have taken place involving bargaining unit Employees:

Promotions, demotions, layoffs, re-employments, transfers, leaves, returns from leaves, superior performance increases, new hires, suspensions, discharges, re-allocations, and terminations.

A continuous service roster and a seniority roster of bargaining unit Employees shall be provided to the Chapter upon request.

Section 21.3 Non-Preferential Treatment
Those Employees designated as stewards and/or the Chapter representatives shall not receive preferential treatment. The Employer agrees that such Employees shall be reassigned because of operational needs only and not because of legitimate Chapter activities.

Section 21.4 Leaves to Attend Chapter Meetings
The Employer shall grant a reasonable number of Employees leave without pay for a maximum of three (3) days per Employee per calendar year for the purposes of discussing the administration of this Agreement. The Chapter shall provide written notice to the Employer at least 15 days prior to the meeting date. The Employer shall not unreasonably deny an Employee's request for such leave and such leave shall not substantially interfere with the operating needs of the Employer.

Section 21.5 Leaves to Conduct the Chapter Business
In addition to any leave allowed in any other portion of the agreement, Employer shall grant requests for leaves of absence without pay for not more than one (1) bargaining unit Employee at any one time; for the purpose of service as Chapter representatives or Employees with a State or National organization, up to a maximum of six (6) months, provided adequate notice is afforded to the Employer and granting such leave will not substantially interfere with the Employer's operations. The length of such leave may be increased by mutual agreement of the parties. Continuous service shall be retained and accumulated for a maximum of one (1) year and the Employee, continuous service permitting, can return to his/her position classification at the termination of leave.

Section 21.6 Chapter Agent of Record
Unless the Chapter has given written instructions to the contrary, all documents, notices, etc., concerning this Agreement are to be mailed to Metropolitan Alliance of Police, Chapter 294, 215 Remington, Suite C, Bolingbrook, Illinois 60440.

ARTICLE XXII
TRAINING

Section 22.1. Training
Employer and the Chapter recognize the need for the development and training of Employees in order that services are efficiently and effectively provided and Employees able to develop their skills and potential. In recognition of such principle, the Employer shall endeavor to provide Employees with orientation to current procedures, forms, methods, material, and equipment used in the work assignments. Time spent by an Employee in a training program, provided by management shall be considered work time.

ARTICLE XXIII
PERSONNEL FILES

Section 23.1 Number and Type
Only one personnel file will be maintained at the work facility for each Employee and the agency shall have the right to maintain a copy at its central office. The Department of Central Management Services shall keep and maintain an official personnel file. Working files may be kept by supervisors for Employees, and such files shall contain only job related material. Working files shall not be considered personnel files as required in this Article. No other files, records or notations shall be kept by the Employer or any of its representatives except as may be prepared or used by the Employer in the course of preparation or participation for any pending case, such as a grievances, civil service matter, criminal investigation, Department of Human Rights or EEOC matter, etc. An Employee has the right upon written request to review the contents of his/her personnel file or working file. Such review may be made during working hours with no loss of pay for time so spent within reason.

Upon authorization by an Employee, the Chapter may inspect that Employee's personnel file following written request to the Employer.

Section 23.2 Employee Notification
A copy of any disciplinary action or material related to Employee's performance which is placed in the personnel file will be served in person upon the Employee (the Employee noting receipt, or the supervisor noting failure of Employee to acknowledge receipt) or sent by certified mail (return receipt requested) to his/her last address appearing on the records of Employer. It is the obligation of each Employee to provide Employer with his/her current address and telephone number.

Section 23.3 Counseling Session Notations
Copies of notations of counseling session shall not be placed in an Employee's personnel file unless such session is part of a disciplinary action taken against an Employee.

Supervisors shall maintain in working files copies of, or notations of, counseling sessions for a period of one year or when such session is made part of an evaluation, whichever comes first.

Counseling session notations may not be used as aggravation in a disciplinary proceeding.

ARTICLE XXIV
INDEMNIFICATION

Section 24.1 Indemnification
A. Employee Responsibility
The Employer shall be responsible for, hold Employees harmless from and pay for damages or moneys which may be adjudged, assessed, or otherwise levied against any Employee covered by this agreement for actions or inactions taken while performing as an Employee of the Employer.

B. Legal Representation
Employees shall have legal representation by the Employer in any civil cause of action brought against an Employee resulting from or arising out of the performance or execution of his/her duties and within the scope of his/her employment, or in the furtherance of the business of the Employer. Civil causes of action which arise from acts committed by the Employee solely for his/her own benefit and which are not ordered, authorized, directed, or sanctioned by the Employer shall not, for purposes of this document, be considered within the scope of the Employee's employment, nor pursuant to the performance of his/her duties.

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

D. Applicability
The Employer will provide the protections set forth in Sections A and B above so long as the Employee is acting within the scope of his employment and where the Employee cooperates, as defined in Section C with the Employer in defense of the action or actions or claims.

ARTICLE XXV
MISCELLANEOUS

Section 25.1 Distribution of Contract
The contract shall be made available on the Department of Central Management Services' website.

Section 25.2 Safety and Working Conditions
The Employer shall attempt to provide a safe and healthy place within which Employees shall work. Labor management meetings shall be used to review and suggest health and safety measures to be implemented.

Section 25.3 Bulletin Boards
The Employer will make bulletin boards available for the use of the Chapter in non-public locations at each work site a Chapter member is located. The items posted shall not make solicitations relating to political campaigns, or political donations, be partisan, or be defamatory in nature.

Section 25.4 Travel Reimbursement
Employees will continue receiving travel reimbursement benefits as determined by the State Travel Control Board.

Section 25.5 Chapter Communication with Employees
A Representative of the bargaining unit will be allowed to address newly hired Employees during the initial probationary period advising them of their Chapter rights and benefits and to solicit their membership in the Chapter under the terms of the Agreement. Material covering benefits, wage schedules and copies of the contract may be distributed to all probationary Employees during this period.

Section 25.6 Secondary Employment
It is understood that employment with the Employer is the Employee's primary job. Employees engaged in secondary employment with permission shall be allowed to work unlimited hours as long as these hours do not affect the Employees ability to perform his assignments with the Employer. Once allowed, permission for secondary employment shall not be unreasonably terminated.

Section 25.7 Duty Related Injury
Whenever any Employee suffers any injury in the line of duty as a direct or indirect result of violence perpetrated by an inmate, parolee, Employee of the Department of Corrections, a suspect, witness, subject of an investigation, and/or any person connected with a investigation, (or the Employee is injured due to violence by virtue of their position with the Department of Corrections) which causes him/her to be unable to perform his/her duties, such Employee shall continue to be paid on the same basis as he/she was paid before the injury, with no deduction from sick leave credits, compensatory time or overtime accumulated, vacation, or service credit with a public Employees pension fund during the time he/she is unable to perform his/her duties due to

the result of the injury but no longer than one (1) year in relation to the same injury and all applicable benefits shall continue during such period as if he/she were at work. Any salary compensation due to Workers Compensation or any salary due from any from any type of insurance which may be carried by the Employer shall revert to the Employer during the time for which continuing compensation is paid.

After the one-year period stated above or if the Employee was not injured in the line of duty, the provisions of the Leave of Absence Article shall apply.

Section 25.8 Badges
Employees will be issued badges that distinguish them from correctional officers.

Section 25.9 Temporary Assignment
The Employer may temporarily assign an Employee to perform the duties of another position classification. The Employer may temporarily assign an Employee to perform the duties of work done by classifications covered by this Agreement (currently Internal Security Investigator I and II) so long as the assignment does not last longer than sixty (60) days without a specific agreement with the Union that the temporary assignment may last longer than sixty (60) days. The request for an extension by the Employer shall not be unreasonably denied by the Union. To be eligible for temporary assignment pay, the Employee must:

1. Be assigned and be held accountable, by the Employer, to assume the duties and responsibilities of a higher level classification.
2. Perform a preponderance of duties and responsibilities that distinguish the higher level position.
3. Perform duties and responsibilities not provided for in their regular position classification.

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 grade.

The Employer agrees to pay the Employee the higher rate so set forth above for the time of such assignment. To qualify, the Employee must perform such duties and responsibilities equivalent to fifteen (15) or more hours per pay period. If an Employee performs such duties and responsibilities equivalent to fifteen (15) or more hours per pay period, all hours spent performing such duties and responsibilities shall be paid at the temporary assignment rate of pay.

When the Employer makes a temporary assignment, it will give notice to the Employee of the anticipated length of the assignment and extensions thereof. An Employee's

refusal to take a temporary assignment which is anticipated to last more than six (6) months will not subject the Employee to discipline.

The Employer will not temporarily assign Employees as a means of disciplining, retaliating against, humiliating, or to demean the Employee.

Section 25.10 Fitness for Duty
When the Employer has reason to suspect that an Employee is not fit for duty, the Employer may send the Employee for a fitness for duty examination. Such examination shall be paid for by the Employer.

When the Employer has requested a fitness for duty evaluation which determines the Employee is unfit for duty and the Employee's physician certifies the Employee is fit for duty, the Employer may rely upon the decision of an impartial physician mutually selected by agreement of the parties for the Employee's fitness for duty. Such examination shall be paid for by the Employer.

ARTICLE XXVI
AUTHORITY OF CONTRACT

Section 26.1 Partial Invalidity
If any provisions of this Agreement or any application thereof, should be declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or judicial, legislative or administrative body, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful.

Section 26.2 Effect of Department of Central Management Services Rules
Unless specifically covered by this Agreement, the Personnel Rules of the Department of Central Management Services and its Pay Plan shall control. However, the parties agree that the provisions of this Agreement shall supersede any provisions of the Rules and Pay Plan of the Department of Central Management Services relating to any subjects of collective bargaining contained herein when the provisions of such Rules or Pay Plan differ with this Agreement.

Section 26.3 Increase or Decrease in Benefits
In the event of any increase in the number of holidays, vacation days, sick days, personal days, or other related non-wage economic benefits granted unilaterally to all Employees covered by the Personnel Code such increases shall be made applicable to the Employees covered by this Agreement.

In the event of any decrease in the number of holidays, vacation days, sick days or other non-wage economic benefits or the Employer desires to decrease such benefits the

Employer shall notify the Chapter, and upon timely request, negotiate over the impact of such reduction.

Section 26.4 Entire Agreement

This Agreement represents the entire Agreement of the parties and shall supersede all previous agreements, written or verbal. Where past practice directly conflicts with the express terms of the contract, the contract shall prevail. The parties agree that the provisions of this Agreement shall supersede any provisions of the Personnel Rules of the Director relating to any of the subjects of collective bargaining contained therein when the provisions of such Personnel Rules differ with this Agreement. 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 not removed by law from the area of collective bargaining, and that all of 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 Chapter, for the term of this Agreement and any extension, 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 in 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 that they negotiated or signed this Agreement.

Section 26.5 Emergencies

If it is determined that emergency conditions exist; including but not limited to riots, civil disorders, acts of terrorism, budgetary impasse, tornados or similar catastrophes; the provisions of this Agreement may be suspended by the Governor or the Director of Central Management Services during the time of the declared emergency, provided that wage rates and monetary fringe benefits are not suspended for those Employees who perform work on behalf of the State of Illinois. The parties agree that a declared emergency may be limited to specific geographic areas and/or classifications, in which the suspension of the terms shall apply only to those Employees permanently or temporarily assigned to such geographic location and/or classification.

Section 26.6 Past Practices

The Employer agrees that during the period of this Agreement, it shall not unilaterally change any bona fide past practices and policies with respect to salaries, hours, conditions of employment, and fringe benefits enjoyed by members of the bargaining unit without prior consultation and negotiations with the Union.

Section 26.7 Failure to Appropriate

Any employee who is not paid the negotiated wage rate as scheduled in this Agreement shall not be charged any increased cost for health insurance premiums, co-payments, or deductibles provided for in this Agreement during the period he/she is not being paid the negotiated rate established in the wage and salary schedule.

ARTICLE XXVII
DURATION

Section 27.1 Term
This collective bargaining agreement begins July 1, 2012 and continues through June 30, 2015.

It shall automatically renew itself from year to year thereafter unless either party shall give written notice to the other party not more than 180 days before and not less than thirty (30) calendar days prior to the expiration date, or any anniversary thereof, that it desires to modify or terminate this Agreement.

Section 27.2 Notice
Any notice under this Agreement shall be given by facsimile and/or certified mail.

If given by the Chapter, then such notice shall be addressed to the following individuals:

1. Director of Illinois Department of Corrections
   1301 Concordia Court
   P.O. Box 19277
   Springfield, Illinois 62794

If given by the Employer, then such notice shall be addressed to:

2. Metropolitan Alliance of Police
   Chapter 294
   215 Remington, Suite C
   Bolingbrook, Illinois 60440

Either party may, by written notice, change the address to which notice to it shall be given.

Signed and entered into this 27th day of June, 2013

For the State of Illinois

Joseph Andalina, President
Metropolitan Alliance of Police

Larry Sims, Chapter President
Metropolitan Alliance of Police, Chapter 294

SIDE LETTER

(TAKE HOME VEHICLES)

The parties enter into this side letter, and agree the terms contained herein, are enforceable via the grievance procedure contained in the Collective Bargaining Agreement between the parties, and that the definitions and terms defined in said agreement will apply to this letter, and state as follows:

1. Employer acknowledges it is a condition of employment for employees to have permanently assigned vehicles (i.e. take home vehicle)(if they currently have a permanently assigned vehicle).

45 by

For the State of Illinois

Metropolitan Alliance of Police, Chapter 294

6/27/13

Date

Date

APPENDIX A
Internal Security Investigator II

Internal Security Investigator II - Department of Corrections

Effective Date	Pay Grade	Pay Plan Code	Increase	Step 1c	Step 1b	Step 1a	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
7/1/2012	RC-090-21	Q	0.00%				5762	6052	6339	6636	6932	7217	7663	7969
7/1/2013	RC-090-21	Q	2.00%	5348	5524	5701	5877	6173	6466	6769	7071	7361	7816	8128
7/1/2014	RC-090-21	Q	2.00%	5455	5634	5815	5995	6296	6595	6904	7212	7508	7972	8291

APPENDIX B
Internal Security Investigator I

Internal Security Investigator I - Department of Corrections

Effective Date	Pay Grade	Pay Plan Code	Increase	Step 1c	Step 1b	Step 1a	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
7/1/2012	RC-090-18	Q	0.00%				4907	5145	5380	5623	5849	6081	6434	6694
7/1/2013	RC-090-18	Q	2.00%	4555	4705	4855	5005	5248	5488	5735	5966	6203	6563	6828
7/1/2014	RC-090-18	Q	2.00%	4646	4799	4952	5105	5353	5598	5850	6085	6327	6694	6965