

AGREEMENT

By and between the

**Laborers' International Union of North America-
Illinois State Employees Association, Local 2002;
Southern and Central Illinois Laborers' District Council**

and the

**Departments of Central Management Services
and Natural Resources**

State of Illinois

For RC-104

September 1, 2008 – June 30, 2012

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AGREEMENT

This Agreement is made and entered into this the first day of September 2008 by and between The Illinois Departments of Central Management Services and Natural Resources, hereinafter referred to as "Employer" and Laborers' International Union of North America - Illinois State Employees Association, Local 2002, hereinafter referred to as "Union", on behalf of the employees in the collective bargaining unit described in Article I of this Agreement.

PURPOSE

Whereas, the Union, was certified by the State of Illinois, Illinois Labor Relations Board - State Panel, on February 22nd, 2006, in Case No. S-RC-06-104 and January 26, 2007 in Case No. S-VR-07-008, as the exclusive bargaining representative for the purpose of bargaining for the employees; and

Whereas, it is the intent and purpose of Employer and the Union to set forth the accords between them, for the term thereof, of the rates of pay, the hours of work, and the other terms and conditions of employment to be observed by the employees covered and the parties in order to establish harmonious and to provide equitable treatment of the covered employees;

Therefore, the following Agreement is entered into.

ARTICLE 1
RECOGNITION

Section 1. Recognition

Pursuant to the certification of the Illinois Labor Relations Board dated February 22, 2006, the Employer recognizes the Laborers' International Union of North America – Illinois State Employees Association, Local 2002 as the sole and exclusive bargaining representative for all sworn Conservation Police Sergeants (herein referred to as "Sergeant" employed by the Illinois Department of Natural Resources, excluding confidential, managerial or non-public employees within the meaning of Section 3(n) of the Illinois Public Labor Relations Act (5 ILCS 315). Pursuant to the certification of the Illinois Labor Relations Board dated January 26, 2007, the Employer recognizes the Laborers' International Union of North America – Illinois State Employees Association, Local 2002 as the sole and exclusive bargaining representative for all sworn Conservation Police Lieutenants (herein referred to as "Lieutenants" employed by the Department of Natural Resources, excluding confidential, managerial or non-public employees within the meaning of Section 3(n) of the Illinois Public Labor Relations Act (5 ILCS 315).

Section 2. 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 3. New Classifications - Scope of RC-104 Unit

The Employer agrees to meet and discuss with the Union the inclusion or exclusion of any and all newly instituted job classifications, which may be described within the scope of RC-104 as follows:

A statewide supervisory unit of professional law enforcement Sergeants and Lieutenants of the Illinois Department of Natural Resources.

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

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

Section 4. Changes in Existing Classifications

The Employer shall notify the Union of any changes in bargaining unit job classifications and upon timely request meet with the Union prior to the submission of said classifications to the Civil Service Commission.

Section 5. Pay

Employer agrees to negotiate with the Union as to the appropriate pay grade to be assigned to job classifications determined to be in the S-RC-06-104 bargaining unit. If no agreement is reached between the parties, the Union shall be allowed to file a grievance in accordance with Article X 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;
- 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.

Section 6. 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 2
DEFINITIONS

1. "Director" refers to the Director of the Illinois Departments of Central Management Services or Natural Resources as the context may require.
2. "Employer" refers to the Illinois Departments of Central Management Services or Natural Resources 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 Sergeant and Lieutenant wherein used.
4. "Probationary employee" refers to an employee in a probationary period as currently administered under the Personnel Rule 902.300; provided, however, that such probationary employees shall have no right to the grievance procedure.
5. "Workday" shall mean a normal period of eight (8) hours which is uninterrupted by any period of time except for breaks and meal periods or leave time.
6. "Union" refers to the Laborers' International Union of North America-Illinois State Employees Association - Local 2002 as the context may require.
7. "Agency" refers to the Illinois Department of Natural Resources.

ARTICLE 3
MANAGEMENT RIGHTS

The Employer has and will continue to retain the right to operate and manage its affairs in each and every respect. The rights reserved to the sole discretion of the Employer shall include, but not be limited to:

- A. to determine the organization and operations of the Office of Law Enforcement;
- B. to determine and change the purpose, composition and function of its office and subdivisions;
- C. to set standards for the services to be offered to the public;
- D. to direct the Sergeants and Lieutenants of the Office of Law Enforcement, including the right to assign work and overtime
- E. to hire, examine, classify, select, promote, train, transfer, assign and schedule Sergeants and Lieutenants;
- F. to increase, reduce or change, modify or alter the composition and size of the work force, including the right to relieve Sergeants and Lieutenants from duties because of lack of work or funds or other proper reasons;
- G. to contract out work when essential in the exercise of police power;
- H. to establish work schedules and to determine the starting and quitting time, and the numbers of hours to be worked;
- I. to establish, modify, combine or abolish job positions and classifications;
- J. to add, delete or alter methods of operation, equipment or facilities;
- K. to determine the locations, methods, means, and personnel by which the operations are to be conducted, including the right to determine whether goods or services are to be made, provided or purchased;
- L. to establish, implement and maintain an effective internal control program;
- M. to suspend, demote, discharge, or take other disciplinary action against Sergeants and Lieutenants for just cause; and
- N. to add, delete or alter policies, procedures, rules and regulations.

Nothing in this Agreement shall be construed to modify, eliminate or detract from the statutory responsibilities and obligations.

ARTICLE 4
ACCOUNTABILITY OF SERGEANTS AND LIEUTENANTS

Conservation Police Sergeants and Lieutenants shall serve, represent and execute such policies, procedures and directives as are deemed necessary and proper to carry out the mission of the Employer as such policies, procedures and directives may be established. Within the scope of these policies, procedures and directives, Sergeants and Lieutenants are to prepare, oversee and monitor the performance of Department officers and employees and evaluate performances of subordinates in order to make such recommendations to the Regional Commander.

ARTICLE 5
NON-DISCRIMINATION

Section 1. Prohibition

Neither the Employer nor the Union shall discriminate against any employee on the basis of race, color, religion, national origin, sex, disability, political affiliation or sexual orientation.

Section 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 Union or because of their exercise of any rights granted by this Agreement by the Illinois Labor Relations Act (5 ILCS 315).

Section 3. Union Responsibility

The Union 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).

ARTICLE 6
DUES DEDUCTIONS

Section 1. Deductions

Employer agrees to deduct Union membership fees and assessments upon receipt of an appropriate written authorization in accordance with the law and procedures of the Comptroller.

Section 2. 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 negotiating 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.

Section 3. Fair Share Objection Procedure:

Step 1. Fair share Objector shall protest fair share deduction in writing to the Illinois State Employees Association, Local 2002, Laborers' International Union of North America Business Manager within fifteen (15) days of receiving annual fair share notice. The objection must state with specificity

the challenge and how much of the fair share is being objected to. Such objection shall be by certified mail or in person and in either instance a signed receipt from the Business Manager or their designated representative is required.

The Local Union Business Manager shall have thirty (30) days to respond to fair share objections; such response shall be in writing and sent through certified mail. If the Objector is not satisfied with the Business Manager's response, they may appeal such response to the Local Union Executive Board as outlined in Step 2 herein.

Step 2. The Objector must notify the Local Union Executive Board in writing of their appeal of the Business Manager's response within fifteen (15) days of receiving the Step 1 response and such appeal notice shall be made by certified mail. The Local Union Executive Board shall conduct a hearing within thirty (30) days of receipt of appeal. Receipt of the appeal should be signed by the Business Manager immediately upon receipt. The Objector and Business Manager shall present their case to the Local Union Executive Board in oral and/or written form. The Local Union Executive Board shall render its written decision on the case within fifteen (15) days; such decision shall be delivered to each party by certified mail. If either party finds the decision unsatisfactory, they may appeal the decision to arbitration as outlined in Step 3.

Step 3. The Objector or Business Manager may choose to appeal the Step 2 decision to an arbitration by notifying the Local Union Executive Board within fifteen (15) days of receiving the Step 2 decision. The Step 3 appeal must be in writing and made so through certified mail. The Local Union Executive Board shall arrange an arbitration hearing with an Illinois Department of Labor arbitrator and such hearing will be no later than thirty (30) days unless an arbitrator is not available, and then the arbitration will take place as soon as the arbitrator can be made available. The Objector and Business Manager shall present their case in either oral or written form. The arbitrator shall have thirty (30) days to render a written decision. This decision shall be final and binding upon all parties.

This fair share objection and arbitration procedure shall be unique and only apply to this particular contestation. The Business Manager may elect to have another Union representative take his/her place for any of the above mentioned Steps.

Section 4. Remittance

Employer agrees to remit deductions made pursuant to section 1 and Section a of this Article promptly to Union at the address designated in writing to the Comptroller by Union.

Section 5. Indemnification

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

ARTICLES 7
SENIORITY

Section 1. Definition

DNR Conservation Police Sergeant: Seniority for the purposes stated in this Agreement except layoffs, shall consist of an employee's length of continuous service as a Conservation Police Sergeant with the Department of Natural Resources Office of Law Enforcement (including it's predecessor the Department of Conservation). Seniority for the purpose of layoffs shall consist of an employee's length of continuous service as a sworn police officer with the Department of Natural Resources Office of Law Enforcement (including it's predecessor the Department of Conservation). Seniority ties shall be broken by date of hire with the Agency.

DNR Conservation Police Lieutenant: Seniority for the purposes stated in this Agreement except layoffs, shall consist of an employee's length of continuous service as a Conservation Police Lieutenant with the Department of Natural Resources Office of Law Enforcement (including it's predecessor the Department of Conservation). Seniority for the purpose of layoffs shall consist of an employee's length of continuous service as a sworn police officer with the Department of Natural Resources Office of Law Enforcement (including it's predecessor the Department of Conservation). Seniority ties shall be broken by date of hire with the Agency.

Section 2. Information

Employer shall provide the Union with seniority dates for all bargaining unit employees within thirty (30) days of the effective date of this Agreement.

Section 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 recall as provided in Article 15;
- D. is laid off for a period of two (2) years.

ARTICLE 8
HOURS OF WORK

Section 1. Limitation

This Article shall not be construed as a guarantee or limitation on the number of hours per day or days per week.

Section 2. Definition

The workweek is defined as a regularly re-occurring period of 168 hours consisting of seven (7) consecutive 24-hour periods, except for employees' with rotating days off. The employee's normal workweek shall consist of not more than forty (40) hours except where a rotating day off schedule is used.

Section 3. Work schedules

The current scheduling practices prevail with respect to the starting and quitting time, days off, shifts or rotations thereof. Where changes in permanent schedules affecting bargaining unit employees are desired by Employer, the Employer shall notify the Union and upon timely request, negotiate with it concerning such changes.

The Employer reserves the right to make temporary or seasonal work schedule changes with reasonable notice.

Section 4. Rest Period

Employees shall be entitled to a non-cumulative 15-minute paid rest period at approximately midway during both the first and second half of the workday. Such rest periods shall be granted except during operational emergencies.

Section 5. Meal Period

Employer agrees to grant a meal period of not less than thirty (30) but not more than sixty (60) consecutive minutes to employees.

ARTICLE 9
RATES OF PAY

Section 1. Wage Schedule

Such negotiated rates are set forth in Appendix A and shall become the rates of pay applicable to such position classification.

Section 2. Pay Rates

The salary scale for all positions covered by this Agreement shall be increased by 1.5%, effective January 1, 2009.

The salary scale for all positions covered by this Agreement shall be increased by 2.5%, effective July 1, 2009.

The salary scale for all positions covered by this Agreement shall be increased by 2.0%, effective January 1, 2010.

The salary scale for all positions covered by this Agreement shall be increased by 2.0%, effective July 1, 2010.

The salary scale for all positions covered by this Agreement shall be increased by 2.0%, effective January 1, 2011.

The salary scale for all positions covered by this Agreement shall be increased by 4.0%, effective July 1, 2011.

The salary scale shall be increased by an additional 1% as a supervisory enhancement effective July 1, 2011.

The salary scale for all positions covered by this Agreement shall be increased by 1.25%, effective January 1, 2012.

The salary scale shall be increased by an additional .5% as a supervisory enhancement effective January 1, 2012.

The salary scale shall be increased by an additional .5% as a supervisory enhancement effective June 30, 2012.

Section 3. Direct Deposit

All paychecks for Sergeants and Lieutenants shall be delivered via direct deposit.

Section 4. Longevity Bonuses

For Steps 1 through 7, employees shall receive a step increase to the next higher step upon satisfactory completion of twelve (12) months of creditable service in such step and within such position classification, including successor title changes not involving pay grade changes.

Employees shall receive longevity bonuses, pursuant to Schedule A, at the beginning of the 9, 10, 12.5, 14, 15, 17.5, 20, 21, 22.5, and 25 years of service.

ARTICLE 10
PREMIUM PAY

Section 1. Overtime

- A. Employees who are authorized and do work in excess of their normal workday shall receive straight time compensatory credit for such hours worked. Effective July 1, 2007, employees who are authorized and do work in excess of their normal workday shall receive time and one-half (1½) overtime credit for such hours worked. Overtime credit shall not be earned unless specifically authorized and/or directed by Employer. Overtime in less than ½ hour increments shall not accrue. Payment for such overtime credits shall be in compensatory time unless cash payment is available and the Employer determines that he/she be paid cash in lieu of compensatory time. Such compensatory time shall be liquidated in cash before the end of the fiscal year in which earned.
- B. The method of scheduling of compensatory time off and the amount of compensatory time an employee is allowed to accrue shall be determined by the Employer.

Section 2. Holidays

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

New Year's Day
Martin Luther King Day
Lincoln's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Friday Following Thanksgiving Day
Christmas Day
General Election Day
(on which members of the House of Representatives are elected)

and any additional days proclaimed as State holidays or non-working days by the Governor of the State of Illinois.

Section 3. Holiday Cash Payment

On holidays where Conservation Police Officers are offered cash payment for the holiday worked, Sergeants and Lieutenants will be given the same choice of receiving cash payment for those holidays.

ARTICLE 11
GRIEVANCE PROCEDURE

Section 1. Definition

A. A grievance is defined as any dispute or difference between Employer and the Union or any employee or group of employees covered by this Agreement with respect to the meaning, interpretation or application of this Agreement or with respect to issues arising out of other circumstances or conditions of employment within the control of Employer.

B. Grievances may be processed by an employee as provided herein, and by the Union on behalf of itself, on behalf of any employee or on behalf of a group of employees but must set forth the names or classifications of such group of employees on the grievance. The resolution of a group grievance shall be made applicable only to those employees listed as grievants.

C. Any grievance arising out of the interpretation and/or application of a provision contained within this Agreement shall be heard pursuant to the procedures established herein. By mutual agreement, a grievance concerning the intent of DNR policy may be initiated at Step 3 of the grievance process.

Section 2. Grievance Steps

Step 1. Within five (5) working days of the incident giving rise to the grievance, or from the date the employee shall have become aware of the incident with the exercise of reasonable diligence, the grievant shall file a written grievance with the Captain. Only one subject matter shall be covered in any one grievance. The grievance shall contain a clear and concise statement of the facts giving rise to the grievance, the issue involved, the relief sought and specific references to this Agreement when appropriate. Within ten (10) working days of receipt of the grievance, the Captain shall issue a written decision and serve a copy on the grievant and/or on the Union.

Step 2. If dissatisfied with the Step 1 decision, the grievant or the Union may appeal to Step 2 within ten (10) working days of receipt of the Step 1 decision or the date such decision was due, whichever is earlier, by filing a copy of the grievance with the Director of Law Enforcement. Failure to file to Step 2 within the prescribed time limits, unless mutually agreed otherwise, shall result in the grievance being resolved pursuant to the Step 1 decision. Within five (5) working days of receipt of the grievance, the Director of Law Enforcement shall issue a written decision and serve a copy on the grievant and on the Union.

Step 3. If dissatisfied with the Step 2 decision, the Union may appeal to Step 3 within five (5) working days of receipt of the Step 2 decision or the date such decision was due, whichever is earliest, by filing a copy of the grievance with the Director of the Department of Natural Resources or the Director's designee. Failure to file to Step 3 within the prescribed time limits, unless mutually agreed otherwise, shall result in the

grievance being resolved pursuant to the Step 2 decision. The Director or his/her designee, shall schedule a meeting to discuss the grievance with the Union. Such meeting shall be held within fifteen (15) working days of receipt of the grievance. Within ten (10) working days after such meeting, the Director or his/her designee shall issue a written decision and serve a copy on the Union.

Step 4. If dissatisfied With the Step 3 decision, or if no decision is issued within the specified time limit, the Union 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) working 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 being resolved pursuant to the Step 3 decision. Within twenty (20) working days after receipt of the Step 4 appeal, the CMS Director, or his/her designee, the parties shall schedule a meeting to:

- a) Discuss and resolve the grievance; or
- b) Select an arbitrator to hear the grievance and establish, where possible, the hearing date.
- c) 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 Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses.

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question of arbitrability. Once a determination is made that the matter is arbitrable or is such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute. The merits of the grievance shall be based on the exact wording of the grievance.

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 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, he shall fashion an appropriate remedy. The arbitrator shall be without power to make a decision contrary to or inconsistent with or modifying or varying in any way that application of laws and rules and regulations having the force and effect of 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. A decision rendered consistent with the terms of this Agreement shall be final and binding. The expenses and fees of the arbitrator and the cost of the hearing room shall be paid by the losing party. In cases of split decisions the arbitrator shall determine what portion each party shall be billed for expenses and fees.

Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent arbitrator(s) during the term of the Agreement or to use the expedited arbitration procedures of the American Arbitration Association.

If either party desires a verbatim record of the proceedings, it may cause such a record to be made. In cases where a court reporter is used the cost of the court reporter's attendance and transcript shall be bourn by the party that requests the court reporter. However, in the event an arbitrator requests a copy of the record the costs of the court reporter's attendance and arbitrator's transcript shall be bourn equally. If both parties request copies of the record the entire cost of transcription shall be bourn equally by each party.

Section 3. Representation

Employees covered by this Agreement shall be represented only by the Union. Such representation shall be permitted at any and all steps of the procedure. The union representatives shall be from the same region as the employee requesting representation, unless the region does not have a representative, the regional representative is unavailable, or unless mutually agreed otherwise. In any case where an employee represents himself/herself, the final level through which the grievance may be processed by the employee shall be at Step 2. Only one union representative may be present at any Step of the grievance process.

Section 4. Time Limits

A. Grievances may be withdrawn at any step of the procedure without prejudice. Grievances not appealed within the designated time limits shall be treated as withdrawn or shall result in the grievance being resolved pursuant to the Employer's decision, as applicable. Failure of Employer to respond within the designated time limits at any step of the grievance procedure shall permit the Union, and where provided, the employee, to process the grievance to the next step within the designated time limits.

B. The time limits at any step may be extended by agreement of the parties involved at that step.

C. Grievances concerning suspensions and layoffs shall be initiated at Step 3 of the grievance procedure.

D. Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure may by mutual agreement be filed at the appropriate step where the action giving rise to the grievance was initiated.

Mutual agreement shall take place between the appropriate Union representative and the proper Employer representative at the step where it is desired to initiate the grievance.

Section 5. Time Off

A. The grievant and/or the Union steward shall be permitted reasonable time without loss of pay during their normal working hours to process a grievance. No employee or Union steward shall leave his/her work to process a grievance without first notifying and receiving authorization from his/her supervisor, which authorizations shall not unreasonably be withheld. Such leave shall not interfere with the operating needs of the agency. Such reasonable time off shall not exceed four (4) hours in any one day, except for arbitration days.

B. Employer shall not be responsible for any subsistence expenses incurred by grievants or the Union steward in the processing of grievances.

C. Witnesses who have been subpoenaed and who are State employees and whose testimony is pertinent to the grievance presentation will be permitted reasonable time off without loss of pay to attend grievance or arbitration hearings.

Section 6. Number of Grievances

By mutual agreement of the Union and Employer, more than one grievance may be scheduled at any step of the grievance procedure.

Section 7. Stewards and Jurisdictions

The Union shall designate up to three (3) stewards, in addition to the Union staff, who are bargaining unit members who are authorized to represent employees. The Union shall designate the jurisdictional area for each steward. Each jurisdictional area shall be limited to a reasonable area to minimize the loss of work time and travel, giving consideration for the geographic area, shifts, units and where the number of employees in such units are too minimal to warrant designation of a steward.

The Union shall provide to the Employer a written list of stewards and their respective jurisdictional areas within a reasonable period of time after the effective date of this Agreement. Any changes thereto shall be forwarded to Employer by the Union as soon as possible after changes are made.

Section 8. Civil Service Commission Jurisdiction

The parties recognize that the Civil Service Commission has sole jurisdiction and authority to hear appeals relating to demotion, geographical transfer, or position classification/allocation.

Discharges and suspensions in excess of thirty (30) days within a twelve (12) month period shall be either arbitrated through the grievance procedure or appealed to the Civil Service Commission.

Section 9. Deferral to the Grievance Procedure

The parties recognize that any dispute arising from the collective bargaining agreement must be resolved pursuant to this Agreement, the Illinois Public Labor Relations Act or the Uniform Arbitration Act.

ARTICLE 12
DISCIPLINE

Section 1. Definition

Disciplinary action shall include the following:

- A. Oral reprimand
- B. Written reprimand
- C. Suspension
- 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.

Section 2. 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 3. 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 4. Notice

In the event written disciplinary action is taken against an employee, the Employer shall promptly furnish employee and the Union with a clear 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 5. Investigatory Interview

An employee shall be entitled to the presence of a steward and/or Union staff 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 6. Removal of Discipline

By written request of the employee, any discipline imposed except suspensions and/or discharges shall be removed from an employee's record if, from the date of the last reprimand or discipline, two (2) years pass without the employee receiving any additional discipline, Suspensions of three (3) days or less shall be removed from an employees record if, from the date of the last discipline five (5) 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 7. Administrative Reassignment

The Employer may reassign an employee during the course of an investigation.

Section 8. Investigations

Whenever Sergeant or Lieutenant is subject to an investigation, which could result in discipline, the investigation will be conducted in accordance with the following:

1. All interrogations of Sergeant or Lieutenant, other than in the initial stage of the investigation, shall be scheduled at a reasonable time, and preferably be conducted while the officer is on duty, or if feasible, during daylight hours.
2. The interrogation, depending on the allegation, will normally take place at a department facility or other appropriate location.
3. Prior to the interrogation, the officer will be informed of:
 - A. The identity of the person who will be conducting the interrogation;
 - B. The identity of all persons who will be present for the interrogation;

- C. The statement of the specific allegations made against the Sergeant or Lieutenant; and
 - D. The names of the complainants known at the time for investigations performed by the agency.
4. The length of the interrogation will be reasonable, with reasonable interruptions permitted for personal necessities, meals, telephone calls and rest.
 5. The Sergeant or Lieutenant will be provided, without unnecessary delay, a copy of written statements and recordings he has made.
 6. The Sergeant or Lieutenant 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.
 7. No anonymous complaint shall be the sole basis for taking disciplinary action against a Sergeant.
 8. The investigation shall not be unreasonably or arbitrarily delayed.
 9. Whenever the results of an investigation result in discipline, the officer 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.
 10. The provisions of this section do not apply to criminal investigations in which the Department acts in its capacity as a law enforcement agency to investigate potential violations of criminal law.

Section 9. Polygraphs

No employee may be required to take 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 questions, 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 within ten (10) days of receipt by the investigating unit or agency.

ARTICLE 13
LEAVES OF ABSENCE

Section 1. Leave for Personal Business

All employees shall be permitted three (3) personal business days off each calendar year with pay. Such personal days may be used for occurrences as observances of religious holidays, Christmas shopping, absence due to severe weather conditions, or for other similar personal reasons, but shall not be used to extend a holiday or annual leave except as permitted in advance by the 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 ($\frac{1}{2}$) day for each two (2) months service for the calendar year in which hired. Such personal leave may not be used taken in increments of less than $\frac{1}{2}$ hour at a time. Supervisors may however, grant employee requests to use personal leave in fifteen (15) minutes after a minimum use of one-half ($\frac{1}{2}$) 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. All personal leave requests shall be made by November 15th.

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.

Section 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 or 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 terms.

Section 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 DNR 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 DNR;

2. A request for disability leave shall be in writing except when the agency is advised by other appropriate means of the employee's disability in which event the employee's signature is not required;

3. Except for service-connected disability as provided in 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 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 5. Failure to Return

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

Section 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 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 301.220 and 301.230 and as may be required by law.

Section 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 officer of his/her unit that the leave taken was for either such purpose.

D. Any full-time employee who is a member of any reserve component of the United States Armed Forces or 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. 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 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 an unpaid leave. 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 11. Maternity/Paternity Leave

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

All bargaining unit members are eligible for three (3) weeks (15 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. Employees shall not be eligible for the new adoption leave in the event such adoption is for a child with whom the employee has already established residency. The agency personnel office must be notified, and the member must submit proof that the adoption has been initiated. Adoption leave shall be limited to one (1) leave per family per year.

ARTICLE 14
SICK LEAVE AND ILLNESS AND INJURY LEAVE

Section 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, mother, father, brother, sister, children or any relative or person living in the employee's 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 ½ hour at a time. Supervisors may however, grant employee requests to use sick time in smaller increments of fifteen (15) minutes after a minimum use of one-half (1/2) hour. 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 and parent and child-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.

Section 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 Statutes.

Section 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 4. Illness or Injury Leave

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 an 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). Such examination shall be paid for by Employer.

Section 5. Proof of Illness or Injury Status

The Employer may place an employee on proof of injury status by notifying the employee and the Union 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 I the Union may grieve being placed on proof status pursuant to the procedures of Article XI. 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 6. Appointments

Whenever possible, appointments with a medical practitioner shall be scheduled sufficiently in advance giving due consideration to the operating needs of the Employer.

ARTICLE 15
LAYOFF

Section 1. Application of Layoff

The Union 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.

Section 2. General Layoff Procedure

Layoffs shall be by appropriate organizational unit. Employees within the appropriate organizational unit and the same position classification shall be laid off in inverse order of seniority, unless a less senior employee has demonstrably superior skill and ability to perform the work required in the position classification. In the event of a layoff for the position classification of Conservation Police Lieutenant, the Lieutenant subject to layoff may be allowed to reduce in lieu of layoff into the position classification of Conservation Police Sergeant, seniority permitting.

Section 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 Union thirty (30) days prior to the effective date of layoff, except in emergency situations

Section 4. Re-Employment

When permanent vacancies occur within the Conservation Police Sergeant or Lieutenant position classifications, 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. Employees subject to layoff may select two (2) additional re-employment counties in addition to the county of layoff for re-employment.

An employee laid off from work shall retain and accumulate seniority and continuous service during such layoff not to exceed two (2) years. 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.

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

Section 5. Temporary Layoff

The above provisions do not apply in the event of layoff pursuant to Personnel Rule 309.510 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.

ARTICLE 16
VACATIONS

Section 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) workdays per year.
- b) From the completion of five (5) years continuous service until the completion of nine (9) years of continuous service: fifteen (15) workdays 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) workdays 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) workdays 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) workdays per year.
- f) From the completion of twenty-five (25) years of continuous service: twenty-five (25) workdays per year.

Section 2. Vacation Time

Vacation time may be taken in whole or in part in increments of not less than $\frac{1}{2}$ hour day at a time, and anytime after it is earned. Supervisors may however, grant employee requests to use vacation time in smaller increments of fifteen (15) minutes after a minimum use of one-half (1/2) hour. Vacation time shall not be accumulated for more than 24 months after the end of the calendar year in which it is earned. Except that the period of time an employee is on an approved leave of absence pursuant to Article 13, Leaves of Absence, shall not count toward the twenty-four (24) month period. Vacation time earned shall be computed in workdays.

Section 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 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 5. Vacation Request Action

During the period between December 1 and December 31 of each year, Sergeants and Lieutenants may submit in writing to the Employer their preferences for vacation periods for the next calendar year. A Sergeant or Lieutenant may submit requests for up to three blocks of vacation time during this period. A block of vacation time is defined as a specific block of time, uninterrupted by workdays, and may include the Sergeants or Lieutenants entire available earned vacation time. In establishing vacation schedules, the Employer shall consider both the Sergeants or Lieutenants preferences and the operating needs of the District or work area of assignment. Where the Employer, based on operational needs, is unable to grant some of such vacation preferences, such approval shall be done on the basis of seniority as defined in this Agreement.

The Employer shall approve or disapprove vacation requests within twenty (20) working days after receipt of an employee's request, except those requests submitted between December 1 and December 31, shall be considered as a whole and acted upon by January 20 of the following year.

Section 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 15 days between each request, 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 17
TEMPORARY ASSIGNMENT

The Employer may temporarily assign an employee to perform the duties of another position classification. To be eligible for temporary assignment pay, the employee must:

- A. Be assigned, by the Employer, to assume the duties and responsibilities of a different position classification.
- B. Perform a preponderance of duties and responsibilities which distinguish the position.
- C. 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 full time of such assignment.

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.

ARTICLE 18
WORK RULES

Section 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 2. Notice

Newly established work rules or amendments to existing work rules shall be reduced to writing and furnished to the Union and the employees.

Section 3. State Officials and Employees Ethics Act

Employees shall comply with all of the provisions set forth in the State Officials and Employees Ethics Act.

ARTICLE 19
CLOTHING AND EQUIPMENT

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 pay for the maintenance of all clothing and equipment determined by the Employer as being necessary.

The Employer shall reimburse employees for any losses of personal property incurred as a result of the performance of their official duties.

ARTICLE 20
FILLING OF VACANCIES

Section 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 2. Position

Permanent vacancies shall not be filled until the position has been posted for ten (10) calendar days by an internet posting. 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 considered for selection. An employee on a leave of absence at the time of the posting is not considered eligible. The employer reserves the right to require specialized skills, training, experience and other necessary qualifications that have been set forth in the bid notice and to administer appropriate examinations.

Section 3. Order of Selection

For Field Positions Only, permanent vacancies shall be filled in the following order of priority:

1. Re-employment
2. Lateral Transfer- Selection shall be made on the basis of seniority from among employees as set forth above, when the more senior employee has relatively equal skill and ability to perform the work required in the position classification; unless, a non-employee/non-bargaining unit applicant or a bargaining unit employee seeking the position has demonstrably superior skill and ability to fulfill the needs as determined by the Employer.
3. Voluntary Reduction- Selection shall be made on the basis of seniority from among employees as set forth above, when the more senior employee has relatively equal skill and ability to perform the work required in the position classification; unless, a non-employee/non-bargaining unit applicant or a bargaining unit employee seeking the position has demonstrably superior skill and ability to fulfill the needs as determined by the Employer.
4. All other qualified and eligible applicants including non-employee/non-bargaining unit applicants.

ARTICLE 21
LEGISLATED BENEFITS

Section 1. Legislated Benefits

During the term of this Agreement, the Employer shall continue in effect and 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) as amended or expressed; and (b) the retirement program provided in the Illinois Pension Code (40 ILCS 5) as amended or superseded.

Section 2. Pension Contribution

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

ARTICLE 22
GEOGRAPHICAL TRANSFER

In the event of a geographical transfer under personnel Rule 309.430 is required, seniority as defined in Article VII shall govern, the most senior employee being given first preference. If no employee wishes to accept such transfer, the least senior employee the effected position classification shall be required to take such transfer. Employee shall be reimbursed for all reasonable transportation and moving expenses incurred in moving to a new location because of an involuntary permanent geographical transfer.

ARTICLE 23
LABOR MANAGEMENT MEETINGS

Section 1. General

The Employer shall meet with Union representatives and/or staff in labor management meetings on a yearly basis, unless mutually agreed otherwise. Items to be included on the agenda for the aforementioned labor management meetings are to be submitted to the respective parties at least two (2) weeks in advance of the scheduled dates of the meeting if at all possible. Unless mutually agreed otherwise, the purpose of such meeting shall be to:

- 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 interest to employees of the bargaining unit.
- D. Discussing with the Union changes in non-bargaining conditions of employment contemplated by management which may adversely affect the employees in the bargaining unit

Section 2. Attendance

The Employer shall allow up to three (3) bargaining unit employees to attend the yearly 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 3. Statewide Meetings

Statewide meetings between the Employer and the Union shall be conducted on a as needed basis, bargaining unit members (up to three) may attend such statewide meetings without loss of pay for their normal work hours. Such attendance at the statewide meetings shall not be unreasonable denied, but shall not interfere with agency operations. Proposed agendas shall be exchanged between the parties at least two (2) weeks prior to the data of the statewide meeting. Travel expenses associated with these meetings shall be the responsibility of the employee.

ARTICLE 24
UNION RIGHTS

Section 1. Access to State Premises by the Union

Employer agrees that Union 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 Union 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 2. Information Provided to the Union

If requested, the Employer shall notify the Union 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, suspensions, discharges, re-allocations and terminations.

A continuous service roster of bargaining unit employees shall be provided to the Union upon request.

Section 3. Non-Preferential Treatment

Those employees designated as stewards and/or the Union 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 Union activities.

Section 4. Leaves to Attend Union 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 Union 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 5. Leaves to Conduct the Union Business

The Employer shall grant requests for leaves of absence without pay for not more than one (1) bargaining unit employees at any one time; for the purpose of service as Union representatives or officers 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 6. Union Agent of Record

Unless the Union has given written instructions to the contrary, all documents, notices, etc., concerning this Agreement are to be mailed to Local 2002, 2945 Stanton Ave. Suite A, Springfield, IL 62703.

ARTICLE 25
TRAINING

Employer and the Union recognize the need for the development and training of employees in order that services are efficiently and effectively provided. 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, approved by the Captain and the training coordinator shall be considered work time.

ARTICLE 26
PERSONNEL FILES

Section 1. Number and type

Only one personnel file will be maintained at the Regional Office 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 grievance, 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 Union may inspect that employee's personnel file following written request to the Employer.

Section 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 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 not maintain in working files copies of, or notations of, counseling sessions beyond a period of one year or when such session is made part of an evaluation, whichever comes first.

ARTICLE 27
MISCELLANEOUS

Section 1. Distribution of Contract

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

Section 2. Safety and Health

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. Additionally, all State of Illinois owned or leased property and vehicles shall be smoke free.

Section 3. Assignment within Classification Specification

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.

Section 4. Notification of Leave Balances

Employees shall be allowed to review and verify their time and attendance records on a monthly basis.

Section 5. 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 from SERS (State Employee Retirement System) for the employee's fitness for duty. Such examination shall be paid for by the Employer.

Section 6. Residency Requirement

Employees assigned to a District shall reside within the District of assignment. Employees assign to the investigations unit shall reside within the zone of assignment.

ARTICLE 28
DRUG TESTING

The Employer and the Union agree with the concept of random drug testing and drug testing under the standard of reasonable suspicion, to provide for a drug free workplace.

Section a. The Employer shall have the right to conduct random drug testing or drug testing on an employee if there is reasonable suspicion that employee is under the influence of or is using alcohol or an unauthorized controlled substance.

Section b. As a result of the investigation and/or pre-disciplinary hearing, if just cause is present, discipline shall be imposed as follows:

OFFENSE and Discipline

First Offense Discharge.

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

ARTICLE 29
NO STRIKE – NO LOCKOUT PROVISION

Section 1. No Strike

In as much as this Agreement provides machinery for the orderly resolution of disputes which relate to this Agreement by an impartial third party, Employer and the Union recognize their responsibility to provide for uninterrupted services. Therefore, for the duration of this Agreement, the Union agrees:

- A. That neither it nor any of its members, individually or collectively, will authorize or support any form of strike or any other concerted interruption of operations or services by employees. The Union acknowledges Employer has the right to deal with any such work action through disciplinary action, including discharge and/or injunctive relief.
- B. When Employer notifies the Union by certified mail that any of its members are engaged in such job action, the Union shall immediately, orally and in writing, order such employees to return to work and provide the Employer with a copy of such written order by certified mail within 24 hours of such order being given to the employees.

Section 2. No Lockout

The Employer agrees not to lock out employees during the term of this Agreement.

ARTICLE 30
AUTHORITY OF CONTRACT

Section 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 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 3. Increase or Decrease in Benefits

In the event the Director of Central Management Services 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 the Director shall notify the Union and upon timely request negotiate with the Union over the impact of such reductions.

Section 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 Union, 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 5. Emergencies

If it is determined that emergency conditions exist; including but not limited to riots, civil disorders, acts of terrorism, government shutdown, tornados or similar catastrophes, the Employer will contact the union about issues and a likely time frame. If not wholly unreasonable, the Union will grant the suspension of appropriate provisions of this Agreement during the time of the declared emergency. Wage rates and monetary fringe benefits are not be 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.

ARTICLE 31
TERMINATION

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

In witness hereof, the parties have hereto set their signature on the day first above written.

For the State of Illinois

For the Laborers' International
Union of North America - Illinois
State Employees Association,
Local 2002

Date

Date

For the Southern and Central
Illinois Laborers' District Council

Date

AFFIRMATIVE ATTENDANCE POLICY MOU

1. The Employer recognizes that personal problems may affect employee attendance and encourages utilization of the Employee Assistance Program.
2. Unauthorized absences shall be those absences for which time is not approved. The threshold between late arrival and unauthorized absence is one hour after the starting time. Although tardiness is not considered an unauthorized absence under this agreement, employees are expected to report to work on time each day as scheduled.
3. Authorized dock time shall be granted when sick time has been exhausted if proper medical certification is provided within three (3) work days. It is the employee's responsibility to provide medical certification to their supervisor. Documents that do not contain the necessary elements will not be accepted and the employee will be so notified. The absences shall be considered unauthorized if acceptable certification is not subsequently provided within five (5) work days.

Proper medical certification must contain the following elements:

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

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

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

4. Authorized dock time under these circumstances is limited to five (5) days within a twelve (12) month period, unless approval for more time is granted by the authorizing supervisor. Employees who have used all allowable authorized dock time shall be informed of their right to apply for an appropriate leave of absence. Employees who have been on proof

status within the previous three (3) months shall have no right to authorized dock time.

5. All employees' requests for benefit time usage must be supported by a request for time off form submitted by the employee. In accordance with agency practice, requests for available benefit time other than unscheduled sick leave, emergency personal business and inclement weather situations, shall be made reasonably in advance, in writing, using the proper form. Consideration of such requests shall be in accordance with the Master Agreement.

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

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

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

It is the employee's responsibility to provide proper medical certification to their supervisor. Documents that do not contain the necessary elements will not be accepted and the employee will be so notified. The absences shall be considered unauthorized if acceptable certification is not

subsequently provided within five (5) workdays. Proper medical certification must contain the following elements:

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

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

8. Unauthorized absences not called in pursuant to the work rules are subject to the following corrective and progressive disciplinary action:

A.

Occurrence	Unauthorized absence with call-in
1 st	Counseling
2 nd	Oral reprimand
3 rd	Written reprimand
4 th	2 nd Written reprimand
5 th	1 day suspension
6 th	3 day suspension
7 th	5 day suspension
8 th	7 day suspension
9 th	10 day suspension
10 th	15 day suspension
11 th	20 day suspension
12 th	Discharge

B. Each day of unauthorized absence shall be considered a separate offense for the purposes of progressive discipline.

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

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

serve five (5) days of actual suspension time for the last offense prior to discharge.

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

9. Prior to placing an employee on proof status, the supervisor shall meet with the employee to discuss the attendance records.
 - a. An employee whose attendance record creates reason to suspect abuse of sick time shall be counseled. Subsequently, and if a suspected abuse sick day is used, the employee will immediately be given notice in writing of his/her placement on proof status for a 90 day period and appropriate disciplinary action may be imposed. If an employee claims the use of sick time on the day before or the day after a holiday, the Employer has the right to require written medical documentation.
 - b. While on Proof Status, proper medical certification will be required for each absence.
 - c. An employee's failure to provide proper medical certification within two (2) work days after the employee returns for each earned sick day used while on proof status, will be treated as an unauthorized absence and result in being docked time and progressive discipline, as outlined in Paragraph 8.
 - d. Proof status shall be reviewed with the employee after each 90 day period. If the procedural guidelines have been followed by the employee during the 90 day proof status period, the employee shall be given a written notice which cites the specific date when the Proof Status will be terminated. If reasons to suspect abuse continue and/or the pattern of sick usage has not improved, the employee shall remain on proof status.
 - e. Employees on proof status who are out of earned sick time and who continue to claim illness, shall apply for a Leave of Absence or face discipline, unless superseded by law.
 - f. Proper medical certification for proof status shall contain the following minimum elements:
 1. Date, signature, address, and phone number of the medical practitioner.

2. The pertinent date(s) in question, for which earned sick leave is being requested and that the patient was seen.
 3. Verification that the employee was unable to work on the date(s) in question, i.e. personal or family illness.
 4. The original medical statement, not a photocopy or facsimile, must be submitted, if the employee needs a copy management will provide one.
- g. Employees on proof status who utilize sick time for bereavement may be required to provide appropriate documentation (i.e. death certificate or obituary announcement)
- h. It is the employee's responsibility to provide proper medical certification. Documents that do not contain the necessary elements shall not be accepted and the employee shall be so notified. The absences shall be considered unauthorized if acceptable certification is not subsequently provided within two (2) work days after notification of the required certification.
10. Discipline will be considered timely and progressive based on a rolling 24-month period. If the last disciplinary action is more than 24 months old, the progression will start over.
 11. Employees not covered by an Affirmative Attendance Agreement prior to the effective date of this agreement shall be placed on the closest step of the discipline track for the same offense that does not represent an increase in the level of discipline, but shall be no greater than a ten (10) day suspension. Employees, who have discipline under a prior Affirmative Attendance Policy, shall be placed on the closest step of the discipline track for the same offense that does not represent an increase in the level of discipline.
 12. The Employer recognizes that personal problems may affect the attendance of employees. Upon request by the local Union president or designee, employees will be afforded a joint Union/Management consultation at the last suspension prior to discharge. The purpose of such consultations will be to provide guidance and counseling to the employee as to the need for their services, the consequences of continued unauthorized absences, the ability of services for problems, specifically including EAP, which may be identified and the ability to request a leave of absence.
 13. This agreement supersedes any other agreement(s) on this issue.

LIGHT DUTY MOU

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

1. Employees shall be assigned to light duty provided that the treating physician indicates in writing that the employee is capable of returning to work and performing light duty and will likely be able to return to full duties within 120 days of the employee's evaluation.
2. Employees on light duty on the effective date of this agreement may continue performing light duties consistent with this policy if their doctor indicates in writing that they will likely be able to return to full duties within 120 days.
3. If at the end of a 120 day period; an employee, in the opinion of the treating physician, is not capable of performing full duties, he/she shall continue on light duty with the approval of the treating physician for a period of thirty (30) days.
4. Up to two (2) additional thirty (30) day extensions shall be granted if necessary, but in no instance shall an employee be permitted to remain on light duty more than two hundred ten (210) days, except for that period of time which preceded the date of this agreement.
5. A task force composed of up to three (3) union and three (3) management representatives is hereby established in each agency to develop a list of tasks that employees on light duty may be required to perform except that in agencies with 24 hour facilities, such task force shall be on a facility basis at the request of either party. At the request of either party, a statewide task force comprised of up to three (3) union and three (3) management representatives shall also be established.
6. Prior to assignment on light duty, the union, management, and the employee shall meet to discuss the employee's assignment. Such assignments shall be made within the limitations set by the treating physician.
7. If management desires to change an employee's light duty tasks, it shall again meet with the employee and the union representative to repeat the process herein as set forth in #6.
8. In the case of a dispute between management and the union, the Union and the affected employee retain the right to grieve the assignment.
9. Any change in work schedule (shift or days off) will only be done by agreement with the Union and the Employer.

10. The employee shall receive his/her base rate of pay and benefits consistent with his/her classification.
11. Current practices regarding an employee on light duty being counted or not counted as part of a staffing minimum shall continue.
12. Employees on light duty shall not be in an overtime rotation unit, shall not be mandated to work overtime, and shall not be permitted to volunteer for overtime assignments, unless mutually agreed otherwise at the agency level.
13. The Union may initiate an expedited grievance at the Agency level over any violation of this policy.
14. In no case shall an employee be placed in an area that will pose health or safety risks to the employee or other staff.
15. If an employee is assigned a task beyond the limitations set by the treating physician, the employee shall have the right to refuse such task.
16. Light duty assignments shall be temporary in a nature and shall not be considered permanent vacancies.
17. In the event that there are less light duty assignments available than employees who are eligible, first priority shall be given to employees with service connected illness or injury. However, no employee shall be removed from light duty in order to give priority to an employee with a service connected illness or injury.
18. Employees do not waive any rights to Worker's Compensation benefits by participating in the program.

For the Union

For the Employer

Date

Date

MOU
Joint Labor/Management Advisory Committee on Insurance Benefits

Effective January 1, 2009, the Joint Labor/Management Advisory Committee on health care benefits shall be restructured to provide for the development and introduction of value-based benefit design changes for all health plans, with the goal of improving the health of the covered population.

The Committee shall establish a budget and approve the selection of consultants and vendors, in conformity with the contracting rules of the State, to carry out the initiatives of the Committee.

The Committee will be composed of a group of Employer and Union representatives.

The Committee shall:

- a. Research and make recommendations and decisions within its authority related to the achievement of significant and measurable savings in the cost of employee health care during the terms of this Agreement.
- b. Develop incentives for employees to participate in offered programs including, but not limited to, waivers of co-payments, reductions in co-insurance and reward programs for participating in various preventive screenings and testing.
- c. Approve design changes that will promote better health resulting in lower cost trends and significant cost containment or savings for either the self-insured or the managed care plans
- d. The State will provide to the Committee with data on the healthcare costs on a quarterly basis and all data regarding the percentage change in cost for the recently ended fiscal year by October 31st of the current fiscal year.
- e. The Committee shall submit its recommended modifications, if any, to the plan no later than January 31st of the current fiscal year in order to provide for review and implementation for the following fiscal year.

In the event that the Committee has not reached an agreement on changes to the plan by December 1, 2010, the State shall have the right to re-open the Agreement on the issue of the healthcare plan only by serving the Union with written notice not later than December 15, 2010. In the event that the State exercises its right to re-open the Agreement as provided herein, the Union shall have the right to re-open the Agreement limited to the issue of higher wages only, by serving the State with written notice not later than December 31, 2010.

For the Union

For the Employer

Date

Date