

AGREEMENT

by and between the

ILLINOIS FEDERATION OF PUBLIC EMPLOYEES  
LOCAL 4408, AFT/AFL-CIO

and the

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

STATE OF ILLINOIS

for RC-33

July 1, 2012

June 30, 2015



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## AGREEMENT

The Illinois Department of Central Management Services, on behalf of the Illinois Department of Agriculture (hereinafter referred to as "The Employer"), and the Illinois Federation of Public Employees, IFPE LOCAL 4408, AFT/IFT, AFL-CIO (hereinafter referred to as "IFPE"), on behalf of the employees in the collective bargaining unit described in Article I of this Agreement, make and enter into this agreement this 1st day of July, 2012.

## PURPOSE

The purpose of this Agreement is to record 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 Employer for the term of the Agreement contained herein.

## ARTICLE I

### RECOGNITION

#### Section 1. Recognition

The Employer recognizes IFPE as the sole and exclusive bargaining representative for bargaining unit RC-33-OCB for the following position classifications:

MEAT AND POULTRY INSPECTOR TRAINEE  
MEAT AND POULTRY INSPECTOR

#### Section 2. Successor Classes

If a new classification is a successor title--a replacement title to a classification covered by this Agreement with no substantial change in duties--the parties shall jointly petition the State Labor Relations Board for the inclusion of such classification under this Agreement.

#### Section 3. New Classifications

The Employer will meet and discuss with IFPE the inclusion or exclusion of any new job classification which may be described within the scope of RC-33-OCB as follows:

A statewide unit of Meat and Poultry Inspectors under the authority of the State of Illinois.

If the parties concur that a new classification properly belongs within the definition of RC-33-OCB, they shall so stipulate before the State Labor Relations Board or its successor.

#### Section 4. Changes in Job Classification

The Employer will notify IFPE of any changes in job classifications at least 21 calendar days prior to submission to the Civil Service Commission. If there is a substantial change in the class specification such shall be the subject of discussions between the parties subject to request of the IFPE. If the parties are unable to agree as to the appropriate pay grade, Section 5 of this Article shall apply.

#### Section 5. Pay

The Employer will negotiate with IFPE the pay grade to be assigned to any job classification determined to be included in the RC-33-OCB bargaining unit. If no agreement can be reached on the pay grade assigned to any job classification, the issue can be submitted to arbitration as defined in Article X of this Agreement. The arbitrator will review the job classification pay grade in relationship to: (1) its job content and responsibility, (2) job content and responsibilities

of other position class series in the bargaining unit, (3) the working conditions of the position classification in comparison to other bargaining unit titles for the job content and responsibility of other position classifications in the agency, and (4) internal comparison to other State positions and the Employer's costs. If the decision is to increase the rate of pay for the position classification, such rate shall be effective as of the date of such decision.

Should an arbitrator decide to increase the rate of pay for the position classification such rate may be effective as of the date the Illinois State Board certifies the change to IFPE.

#### Section 6. Integrity of the Bargaining Unit

The Employer recognizes the integrity of the bargaining unit, and will not propose or take any action for the purpose of eroding the bargaining unit.

#### Section 7. Notice

Information required by this contract to be provided to IFPE shall be forwarded to the following address: #4 Lawrence Square, Springfield, IL 62704.

### ARTICLE II

#### DEFINITIONS

1. "Director" refers to the Director of the Department of Central Management Services of the State of Illinois.
2. "The Employer" refers to the Director of the Department of Central Management Services, agency heads or their representatives collectively or singly, as the context may require.
3. "Employee" refers to a person employed in the job classifications covered by this Agreement, excluding temporary, emergency, or per diem employees.
4. "Probationary employee" refers to an employee serving an original six month period of continuous service in a classification covered by this Agreement as currently administered under the Rules of the Director; provided, however, that neither the IFPE nor its members shall have a right to grieve the termination of a probationary employee.
5. Unless otherwise defined in this Agreement, "Work Day" refers to a scheduled eight (8) hour work day of the Employee, excluding overtime or any other day the Employer has designated as a non-work day.
6. "IFPE" refers to IFPE Local 4408, AFT/IFT, AFL-CIO.

### ARTICLE III

#### MANAGEMENT RIGHTS

Subject to the provisions of this Agreement, P.A. 83-1012, effective July 1, 1984, and Rules and Regulations of the Department of Central Management Services, the management of the operations of the Employer, the determination of its policies, budget and operations, the manner of exercise of its statutory functions and the direction of its working forces, including, but not limited to: the right to hire, promote, demote, transfer, evaluate, allocate, assign and direct employees; to discipline, suspend and discharge for cause; to relieve employees from duty because of lack of work or other legitimate reasons; to make and enforce reasonable rules of conduct and regulations; to determine the departments, divisions and sections and work to be performed therein; to determine quality; to determine the number of hours of work and shifts per workweek, if any; to establish and change work schedules and assignments, the right to introduce new methods of operations, to eliminate, relocate, transfer or subcontract work and to maintain efficiency in the department is vested exclusively in the Employer.

ARTICLE IV  
NON-DISCRIMINATION

Section 1. Prohibition

Neither the Employer nor IFPE shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable law on the basis of race, color, religion, ethnic origin, sex, physical disability, political affiliation, age or other non merit factors. Further, no employee organization shall discriminate against any individual on the basis of that individual's race, color, religion, sex, age, ethnic origin, or physical disability in connection with the acquisition, retention or termination of membership or with respect to any of the functions and activities of the organization.

Section 2. The Employer Responsibility

The Employer shall not discriminate against, interfere with, restrain or coerce employees because of their lawful activities on behalf of IFPE, or because of their exercise of any rights granted by the Rules and Regulations of the Director under P.A. 83-1012, effective July 1, 1984, or by this Agreement.

Section 3. IFPE Responsibility

IFPE shall not restrain or coerce employees in the exercise of rights guaranteed in P.A. 83-1012, effective July 1, 1984, and/or this Agreement.

Section 4. Equal Employment and/or Affirmative Action

The parties acknowledge that each has a legal and moral obligation to comply with EEO, related affirmative action laws and the Americans with Disability Act.

Section 5. Membership Solicitation

Neither the IFPE nor its members shall solicit membership during an employee's scheduled work time. Nor shall its members solicit membership for political purposes in/on State owned or leased property or by using state equipment.

ARTICLE V  
DUES DEDUCTION

Section 1. Deductions

The Employer will deduct IFPE membership fees and assessments upon receipt of appropriate written authorization by the employee and/or in accordance with State law, and procedures of the Comptroller.

Section 2. Remittance

IFPE will notify in writing the Office of the Comptroller of the address to which such fees and assessments withheld by the Office of the Comptroller are to be sent.

Section 3. Fair Share Agreement

Pursuant to Section 3(g) of the Illinois Public Labor Relations Act effective July 1, 1984, the parties agree that effective July 1, 1984, if the IFPE RC-33 unit has a majority of union members, as verified by the Comptroller's Office through the calculation of employees making dues deductions or other mutually agreed-upon method of verification, non-union members in the unit shall be required to pay their proportionate share of the costs of the collective bargaining process, contract administration, and/or pursuing matters affecting wages, hours and other conditions of employment, but not to exceed the amount of dues uniformly required of members. Such proportionate share, once certified by the exclusive bargaining agent, shall be deducted from the employee's paycheck. Such fair share provision shall remain in effect for the duration of the labor agreement or until it can be demonstrated to the Employer that fewer than a majority of employees are union members.

If the IFPE RC-33 unit does not have a majority of employees as union members, the exclusive bargaining agent may request an election of the bargaining unit employees to determine whether or not a fair share provision shall be applied to non-union members. Such election shall be conducted by the Illinois State Department of Labor, or some other neutral third party upon which the parties can mutually agree. Such election shall be conducted by security mail ballot and any costs associated with the process shall be assumed by the exclusive representative. If it is determined, by the normal and standardized balloting and election procedures established by the third party that a majority of bargaining unit employees who vote favor the fair share provision, such fair share provision, subject to the same conditions listed above, shall be implemented on the pay period following the certification of election results, and shall remain in effect for the duration of the labor agreement. If the majority of employees in the bargaining unit who vote do not favor the fair share provision, such provision shall not be implemented and the exclusive representative is precluded from requesting another election within one year of the certification of election results.

If at any time during the duration of the Agreement the exclusive representative, through certification of the Comptroller's Office or other mutually agreed-upon method of verification, can show that a majority of bargaining unit employees are union members, the fair share provision shall be implemented during the pay period following such certification and shall remain in effect for the duration of the Agreement or until it can be demonstrated to the Employer a majority of employees in the bargaining unit are not union members.

#### Section 4. Indemnification

IFPE shall indemnify 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.

### ARTICLE VI

#### SENIORITY

##### Section 1. Definition

Seniority shall, for the purposes stated in this Agreement, consist of the employee's length of continuous service with all Agencies, Boards and Commissions under the jurisdiction of the Governor since his/her most recent date of hire with the Employer.

Employees who have accrued continuous service in another merit system in State service or who have accrued continuous service in State service not covered by any merit system, and who have been transferred to an agency subject to the Personnel Code, shall be given such credit for said service as shall be determined by the Director or required by law.

##### Section 2. Information

The Employer shall provide IFPE with seniority dates for all bargaining unit employees by January 30 of each year. An Employee who wishes to challenge his/her seniority date must do

so within 30 calendar days of IFPE's receipt of seniority dates by filing a grievance at Step 3 of the Grievance Procedure.

### Section 3. Termination

Continuous service shall be interrupted by:

- (a) Resignation; provided, however, that such continuous service will not be interrupted by resignation when an employee is employed in another position in State service within 4 calendar days of such resignation.
- (b) Discharge; provided, however, such continuous service shall not be interrupted if the employee is retained in the position after a hearing before the Civil Service Commission or after an arbitrator has issued a decision returning the employee to work.
- (c) Termination; because an employee has not been reemployed within 2 years after layoff.

### Section 4. Department of Central Management Services Personnel Rules Changes

The Department of Central Management Services Personnel Rules govern the substantive content of this Article, and any amendments to said Rules are immediately incorporated as additions and/or amendments to this Article. The Employer agrees to provide IFPE with copies of any amendments, and upon timely request by IFPE, negotiate with IFPE over the impact if any of such amendments when required by the Illinois State Labor Relations Act.

### Section 5. Deductions from Continuous Service

Except as provided in Section 9, the following shall be deducted from, but not interrupt continuous service:

1. Time away from work for any leaves of absence without pay totaling more than 30 calendar days in any 12-month period, except time away from work for a leave of absence to accept a temporary, provisional, emergency or exempt assignment in another class shall not be deducted from continuous service.
2. Time away from work because of disciplinary suspensions totaling more than 30 calendar days in any 12-month period.
3. Time away from work because of indeterminate layoff.

### Section 6. Leave of Absence for Educational Purposes

The administrative head of an operating agency may grant an employee an educational leave of absence for the purpose of engaging in a training course. No educational leave may be granted unless in the judgment of the agency head the training course would benefit the State of Illinois by improving the employee's qualifications to perform the duties of the employee's position or by qualifying the employee for advancement in rank or grade to another position in State service.

### Section 7. Veterans Continuous Service

Leaves of absence shall be granted to all employees who leave their positions and enter military service for 4 years or less (exclusive of any additional service imposed pursuant to law). An employee shall be restored to the same or similar position on making an application to his employing agency within 90 calendar days after separation from active duty or from hospitalization continuing after discharge for not more than one year. The employee must

provide evidence of satisfactory completion of training and military service when making application and be qualified to perform the duties of the position.

#### Section 8. Peace or Job Corps Enrollees Continuous Service

An employee who volunteers and is accepted for service in the overseas or domestic Peace or Job Corps shall be given a leave of absence from his/her State employment for the duration of his/her initial period of service and restored to the same or similar position provided that the employee returns to his/her employment within 90 calendar days of the termination of his/her service or release from hospitalization from a service-connected disability.

#### Section 9. Accrual and Retention of Continuous Service During Certain Leaves

During an educational, military, Peace or Job Corps or disability leave, an employee shall retain and accrue continuous service provided return to employment occurs. No other benefit shall be granted or paid during such leaves.

### ARTICLE VII

#### HOURS OF WORK

##### Section 1. Purpose

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 normal workweek shall consist of 40 hours per week of five consecutive workdays of 8 hours each.

##### Section 3. Work Schedules

Work schedules are defined as an employee's assigned hours, days of the week, days off and shift rotation shall be reduced to writing and given to the employee and IFPE. However, with advanced notice during the prior workweek, work schedules may be temporarily changed due to operational needs of the Employer. Any work schedule change that includes a permanent weekend assignment shall be by inverse seniority order for those employees whose worksites have such a schedule on their permanent work assignment, unless a more senior employee requests to work the proposed work assignment.

Should a change in an employee's permanent work schedule be necessary, the Employer shall notify IFPE at least ten (10) working days prior to the effective date. Disputes over such changes shall be subject to the contractual grievance procedure. However, with advance notice during the prior workweek, work schedules may be temporarily changed due to operational needs of the Employer.

##### Section 4. Rest Period

An employee shall be entitled to a 15-minute paid rest period during the first and the second half of the workday and for each four (4) hours of work thereafter. The rest period shall be taken at approximately midway through the first and second half of the workday.

##### Section 5. Meal Period

An employee shall be entitled to a non-paid meal period of at least thirty (30) minutes but not more than sixty (60) minutes approximately mid-way during the workday. The Employer shall require all plants to designate a time frame in which a meal period may be taken. An employee shall take their meal period within this designated time frame. An employee required to work

more than twelve (12) hours in any one workday shall be entitled to an additional thirty (30) minute non-paid meal period.

Nothing in Section 4 or 5 of this Article should be construed to imply that an employee may shorten their work day or be entitled to overtime due to scheduling and/or non-scheduling of breaks or lunch period.

#### Section 6. Travel Time

Travel time, as required by the Employer, is considered work time if the travel is between work sites during the regular workday. The first and last twenty five (25) miles traveled to and from work will be on employee's own time. All miles in excess will be considered work time.

It is understood by the parties that for the purposes of computing travel time in Region 1 and Region 6 only, twenty-five (25) miles is equal to twenty-five (25) minutes.

Employees may choose to move their residence within their official work county or portion of such county without loss of travel reimbursement. Those who choose to move their residence outside their official work county or portion of such county shall only be reimbursed for their travel between their various work sites.

#### Section 7. Mileage Reimbursement

Employees required by the Employer to use their personal cars shall receive mileage reimbursement between their headquarters and the work sites unless special mileage arrangements apply under Article XVIII, Section 4 as amended herein.

#### Section 8. Overtime Scheduling

Overtime under the RC-33 Agreement occurs only when the Employer authorizes an employee to work in excess of their normal workweek and/or workday. An employee must receive written or oral approval from the Employer prior to working the overtime.

Overtime that occurs at the beginning or the end of a regularly scheduled workday will be offered in seniority order to the employee(s) working in the plant when the overtime begins. If the employee(s) refuse the overtime, and the Employer determines that overtime is still necessary, it will be offered in seniority order to the employee(s) who have the specific plant listed on his/her permanent work assignment. If overtime must be mandated, assignment will be made in reverse seniority order to those employees who have the specific plant listed on his/her permanent work assignment.

When overtime hours are approved by the Employer for non-scheduled Saturday, Sunday or State Holidays, the overtime shall be offered in rotating seniority order to the employee(s) who have the specific plant listed on his/her permanent work assignment. If overtime must be mandated, assignment will be made in reverse seniority order to those employees who have the specific plant listed on his/her permanent work assignment.

If, when attempting to contact employees to work overtime, an employee is not available, the Employer is not required to make subsequent contact to the same employee to fill the same overtime assignment. When utilizing rotating seniority order to distribute overtime, employees will be contacted for overtime work in order of seniority. Each time an employee either accepts or rejects offered overtime, the employee's name shall be rotated to the bottom of the list. Each time overtime is required, the Employer shall begin offering overtime to the employee at the top of the overtime list. Once all employees have been offered overtime, the process shall repeat itself.

An employee temporarily assigned is eligible to work overtime during the workday at the plant(s) to which he/she is temporarily assigned, however, the employee is only eligible to work

overtime on non-scheduled weekends or State holidays at plants listed on his/her permanent work assignment.

#### Section 9. Late Arrival and Unauthorized Absence

Employees who are repeatedly late may be docked until the problem has been corrected over a reasonable period. However, this shall not limit the Employer's right to dock for unauthorized absence and/or resort to the disciplinary procedure of this Agreement for excessive late arrival and/or unauthorized absence. The threshold between late arrival and unauthorized absence is one (1) hour after the starting time.

#### Section 10. Policy for State Car Assignments

##### Policy for Car Assignments

1. The Bureau of Meat and Poultry Inspection shall advise IFPE of the approximate number of state vehicles which are available to be assigned to Meat and Poultry Inspectors on a bi-annual basis, January and July of each year.
2. State vehicles will be assigned by the employer to those Meat and Poultry Inspectors who drive the highest number of miles in a 12-month period.
3. Mileage will be evaluated on an ongoing basis, to determine where state vehicles are to be assigned. Meat and Poultry Inspectors may voluntarily report the total number of miles and days driven to and from non-permanent work assignments on the Non-Permanent Work Assignment Mileage Report Form. If this form is not included with travel reports, the total mileage driven will be as stated on the Mileage Summary Report.

The total number of miles driven to and from non-permanent work assignment shall be subtracted from the total miles driven, as reported on the Travel Voucher (C 10) or Monthly Automotive Cost Report, to determine the total number of permanent work assignments driven.

The number of permanent work assignment miles driven, will be divided by the number of days worked, to determine the number of average daily permanent work assignment miles. A day worked is defined as any day that a Meat and Poultry Inspector reports to work.

##### Formula

Total miles reported, minus total non-permanent work assignment miles, equal permanent work assignment miles driven. Permanent work assignment miles, divided by days worked, during the prior twelve (12) months, equals the average daily permanent work assignment miles.

4. A Meat and Poultry Inspector shall be given a minimum of two months notice before taking possession of a state assigned vehicle unless a shorter time period is mutually agreed upon between the Meat and Poultry Inspector and Management. Should a Meat and Poultry Inspector appeal the issuance of a state vehicle through the Employer's Americans with Disabilities Act (ADA) process and prevail, Management will reimburse the Meat and Poultry Inspector's mileage for driving his/her personal vehicle.
5. A Meat and Poultry Inspector shall be given a minimum of two months notice before a state assigned vehicle is taken away unless a shorter time period is mutually agreed upon between the Meat and Poultry Inspector and management.

6. In the event that a state assigned vehicle breaks down, a backup will be provided as soon as possible. If the state vehicle cannot be repaired and no other state vehicles are available for assignment, the Bureau of Meat and Poultry Inspection will, if possible, make arrangements to provide a vehicle for a minimum of two (2) months, unless other arrangements are mutually agreed upon by the Meat and Poultry Inspector and management.

7. All maintenance to the state assigned vehicle shall be performed during normal work hours.

8. Should a state assigned vehicle incur mechanical difficulties during the work day, the Meat & Poultry Inspector shall remain in paid status until the state assigned vehicle is repaired, another state vehicle is assigned, or the Employer makes the necessary arrangements to return the Meat and Poultry Inspector to his/her starting location for that day.

9. Once Management has issued a state vehicle to a Meat and Poultry Inspector, the Meat and Poultry Inspector may not move his/her residence if the move increases the Meat and Poultry Inspector's mileage, unless such relocation has been approved by the Director of the Department of Agriculture.

Should a Meat and Poultry Inspector be denied a request to move his/her residence, the Department of Agriculture will designate a location for the state vehicle to be parked. The Meat and Poultry Inspector's workday will then begin when the Meat and Poultry Inspector picks-up the vehicle and will end when the state vehicle is returned to the designated location.

10. A no smoking policy involving state vehicles shall be in effect in accordance with the Illinois Smoke Free Act.

ARTICLE VIII

RATES OF PAY

Section 1. Wage Schedule, July 1, 2012

As of July 1, 2012, the monthly pay rates shall be increased by 0% for each classification of employees as follows:

	Steps							
	1	2	3	4	5	6	7	8
Meat & Poultry Inspector	3859	4027	4188	4347	4516	4769	4866	4915
Meat & Poultry Inspector Trainee	3273	3393	3522	3649	3777	3985	4063	4104

## Section 2. Wage Schedule, May 1, 2013

Steps 1a, 1b and 1c shall be implemented for all employees hired on or after May 1, 2013 with a 3% step differential.

	Steps										
	1c	1b	1a	1	2	3	4	5	6	7	8
Meat & Poultry Inspector	3512	3627	3743	3859	4027	4188	4347	4516	4769	4866	4915
Meat & Poultry Inspector Trainee	2978	3077	3175	3273	3393	3522	3649	3777	3985	4063	4104

## Section 3. Wage Schedule, July 1, 2013

As of July 1, 2013, the monthly pay rates shall be increased by 2% for each classification of employees as follows:

	Steps										
	1c	1b	1a	1	2	3	4	5	6	7	8
Meat & Poultry Inspector	3582	3700	3818	3936	4108	4272	4434	4606	4864	4963	5013
Meat & Poultry Inspector Trainee	3038	3139	3239	3338	3461	3592	3722	3853	4065	4144	4186

## Section 4. Wage Schedule, July 1, 2014

As of July 1, 2014, the monthly pay rates shall be increased by 2% for each classification of employees as follows:

	Steps										
	1c	1b	1a	1	2	3	4	5	6	7	8
Meat & Poultry Inspector	3654	3774	3894	4015	4190	4357	4523	4698	4961	5062	5113
Meat & Poultry Inspector Trainee	3099	3202	3304	3405	3530	3664	3796	3930	4146	4227	4270

## Section 5. Step Increases

Beginning July 1, 2012, upon satisfactory completion of twelve (12) months creditable service in a step, employees shall receive a step increase to the next higher step. Other Pay Plan provisions under the Personnel Rules shall apply.

Beginning July 1, 2013, upon satisfactory completion of twelve (12) months creditable service in a step, employees shall receive a step increase to the next higher step. Other Pay Plan provisions under the Personnel Rules shall apply.

Beginning July 1, 2014, upon satisfactory completion of twelve (12) months creditable service in a step, employees shall receive a step increase to the next higher step. Other Pay Plan provisions under the Personnel Rules shall apply.

## Section 6. Longevity Pay

Employees who are eligible for longevity pay at Step 7 on or before July 1, 2007, shall continue to receive longevity pay after being placed on Step 8 while they remain in the same pay grade. For employees not eligible to receive longevity pay on or before July 1, 2007, the Step 8 rate shall be increased by \$25.00 per month for those employees who attain ten (10) years of continuous service and have three (3) or more years of creditable service on Step 8 in the same

pay grade. For those employees who attain fifteen (15) years of continuous service and have three (3) or more years of creditable service on Step 8 on the same pay grade, the Step 8 rate shall be increased by \$50.00 per month.

Effective July 1, 2013, the Step 8 rate shall be increased by \$75 per month for those employees who attain ten (10) years of continuous service and have three (3) or more years of creditable service on Step 8 of the same pay grade. For those employees who attain fifteen (15) years of continuous service and have three (3) or more years of creditable service on the same pay grade, the Step 8 rate shall be increased by \$100 per month.

## ARTICLE IX

### PREMIUM PAY

#### Section 1. Overtime

- A. Employees who are authorized and do work in excess of their normal work week shall be paid cash at the rate of one and a half times the employee's regular rate of pay. Full-time employees shall be paid at the rate of one and one half times the employee's straight time hourly rate of all time worked outside of their normal work hours and/or workdays.

In lieu of cash, compensatory time at the rate of time and one-half will be credited to the employee for such overtime hours. The employee may request compensatory time off any time after such credit is earned. The Employer will grant such requests unless operating needs precludes granting such time. If such compensatory time earned is more than 60 hours during the fiscal year, the Employer may schedule time off for the employee. Any overtime not liquidated by June 30th of the fiscal year in which it was earned shall be paid in cash at the rate it is earned, unless an agreement has been reached with the Employer and IFPE to carryover compensatory time from one fiscal year to the next.

It is understood by the parties that overtime shall be paid in cash when requested on the employee's time sheet. If cash is not requested, the employee will be credited with compensatory time off.

Compensatory time may be taken in one (1) hour increments.

- B. An employee who is charged with a UA (unexcused-unauthorized absence), XA (unexcused-unreported absence), takes a day off without pay for which he/she is not eligible for under Article XII, Leaves of Absence, or is suspended without pay on a normal workday and works his/her day off during the same week shall not have such hours considered for determined overtime computation.
- C. The overtime payments provided for in this Article shall not be duplicated for the same hours worked and to the extent that hours are compensated for at overtime rates under one provision, they shall not be counted as hours worked in determining overtime under the same or any other provision. Nothing herein shall be construed to require or permit the pyramiding of overtime or premium rates, if any.

#### Section 2. Holiday Pay

- A. An employee who is required to work on an approved State holiday may, at the employee's discretion, choose double time cash in lieu of having compensatory time off at a future date. An employee who works on Thanksgiving Day, the day after Thanksgiving or Christmas Day is compensated at the rate of one time and one-half cash payment in addition to Holiday pay. For the purposes of overtime computation, holidays shall count as time worked, unless such holiday falls on the employee's regularly scheduled day off. Holiday time may be taken in one (1) hour increments.

- B. Employees who are called to work on any Federal holiday shall be guaranteed four hours pay at the applicable rate of pay.
- C. When a holiday falls on an employee's regularly scheduled workday during the employee's vacation period, an extra day shall be added to the employee's vacation.
- D. To be eligible for holiday pay, the employee shall work the employee's last scheduled workday before the holiday and first scheduled workday after the holiday, unless absence on either or both of these workdays is for good cause and approved by the operating agency.

### Section 3. Shift Differential

Employees shall be paid a shift differential of 50 cents per hour in addition to their base salary rate for all hours worked if their normal work schedule for that day provides that they are scheduled to work and they work half or more of such hours before 8:00 a.m. or after 4:00 p.m.

Effective July 1, 2009, shift differential shall be increased to 80 cents per hour.

### Section 4. Call-Back

An employee called back to work by the Employer outside the regularly scheduled shift or on a scheduled day off shall be guaranteed a minimum of two hours work, which shall be compensated at the applicable rate.

No employee will be required to deduct additional travel time if they are required to work after they have completed their assigned work shift and left the place of employment.

### Section 5. Compensatory Time Off

The Employer at its discretion has the right to provide an employee with compensatory time off in lieu of cash at the appropriate rate for time used in traveling to and attending training programs outside normal working hours pursuant to the Rules of the Departments of Agriculture and Central Management Services.

### Section 6. Bilingual Pay

Effective July 1, 1995, positions whose job descriptions require the use of sign language or which require the employee to be bilingual, shall receive \$100 per month in addition to their rates of pay set in this Agreement.

## ARTICLE X

### GRIEVANCE PROCEDURE

#### Section 1. Definition

- A. A grievance is defined as any dispute or difference between the Employer and IFPE 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 the Employer.
- B. Grievances may be processed by an employee as provided herein and by IFPE on behalf of itself, on behalf of an 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 or only to employees in the aggrieved classifications.
- C. Any grievance alleging a violation of any provision contained in this Agreement must seek remedy in the grievance procedure provided in this Agreement.

## Section 2. Grievance Steps

### Step 1. Bureau Chief

Within 5 working days of the incident giving rise to the grievance, or from the date the employee should have become aware of the incident with the exercise of reasonable diligence, the grievant shall file a written grievance with the Bureau Chief. The grievance shall state a specific complaint with date of the alleged violation, name(s) of impacted member(s), section of the agreement allegedly violated, and the remedy sought. Within 5 working days of receipt of the grievance, the Bureau Chief and/or designee shall issue a written decision and serve a copy on the grievant and on IFPE. The response shall include a justification for such decision.

Under no circumstances shall a grievance be considered timely after sixty (60) calendar days from the date of occurrence. 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.

### Step 2. Agency Head

If dissatisfied with the Step 1 decision, the grievant or IFPE may appeal to Step 2 within 5 working days of receipt of the Step 1 decision or the date such decision was due, whichever is earliest, by filing a copy of the grievance with the agency head. The grievance shall state a specific complaint with date of the alleged violation, name(s) of impacted member(s), section of the agreement allegedly violated, and the remedy sought. The agency head, or his/her designee, shall schedule a meeting to discuss the grievance with the grievant and IFPE. Such meeting shall be held within 10 working days of receipt of the grievance unless the parties mutually agree otherwise. Within 5 working days after such meeting, the agency head shall issue a written decision. If no meeting is held, the agency head or his/her designee shall issue a written decision within fifteen (15) working days and serve a copy on the grievant and on IFPE. The response shall include a justification for such decision.

### Step 3. Director

If dissatisfied with the Step 2 decision, or if no decision is issued within the specified time limit, IFPE may appeal to the Director by submitting a written notice of appeal with a copy of the grievance attached within 10 working days after receipt of the Step 2 decision or the date such decision was due. 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. Within 10 working days of receipt of the Step 3 appeal, the Director, or his/her designee, shall schedule a meeting with IFPE to attempt to resolve the grievance. If the grievance is not resolved, IFPE shall have five (5) working days to request, in writing, that the grievance be submitted to an independent arbitrator.

If in accordance with the above procedure the grievance(s) is appealed to arbitration, representatives of the Employer and IFPE shall select an arbitrator. If IFPE has been requested by the Employer to select an arbitrator, and fails to select an arbitrator, within 45 calendar days, the grievance shall be considered withdrawn.

The conduct of the arbitration shall be pursuant to the rules of the American Arbitration Association. Expenses and fees of the arbitrator shall be borne by the losing party. In cases of split decisions the arbitrator shall determine what portion each party shall be billed for expenses and fees. The decision shall be final and binding on the parties. The arbitrator shall only have authority to determine compliance or non-compliance with the provisions of this Agreement and shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He/she shall only consider and make a decision with respect to the specific issue submitted, and shall have no authority to make a decision on any other issue not so

submitted to him. 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 the 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 a 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.

### Section 3. Representation

Employees covered by this Agreement shall be represented by IFPE. Such representation shall be permitted at any and all steps of the procedure. In any case where an employee represents himself/herself, the final level through which the grievance may be processed by the employee shall be Step 2.

### 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. Failure of the Employer to respond within the designated time limits at any step of the grievance procedure shall permit IFPE, 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 suspension, geographical transfer, permanent work assignments, discharges or layoffs shall be initiated at Step 2 of the Grievance Procedure.

### Section 5. Time Off

- A. The grievant and/or an IFPE steward shall be permitted reasonable time without loss of pay during their normal working hours to process a grievance. No employee or IFPE steward shall leave his/her work to process a grievance without first notifying and receiving authorization from his/her supervisor, which authorization shall not unreasonably be withheld. Such leave shall not interfere with the operating needs of the agency.
- B. The Employer shall not be responsible for any travel or subsistence expenses incurred by grievants or IFPE grievance representatives 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 meetings.
- D. It is understood by the parties that any and all meetings called for in this Article may, by mutual agreement, be conducted via telephone or videoconference; however, the use of these options shall not in any way diminish the rights of employees addressed herein.

### Section 6. Number of Grievances

By mutual agreement of IFPE and the Employer, more than one grievance may be scheduled at any step of the grievance procedure. If the grievant has filed an appeal with the Civil Service Commission or the Executive Ethics Commission over an identical issue or penalty to that employee's grievance, the parties agree that the Grievance Procedure will not be applicable and the grievance shall be treated as withdrawn, unless the employee withdraws his/her appeal prior to a hearing being held and the grievance was timely filed and processed by the Union through the contractual grievance procedure.

### Section 7. Grievance Representatives and Jurisdictions

IFPE shall designate one steward and an alternate who are bargaining unit members authorized to represent employees for each Meat and Poultry Inspection region, in addition to IFPE staff.

IFPE shall provide to the Employer a written list of stewards within a reasonable period of time after ratification of this Agreement. Any changes thereto shall be forwarded to the Employer by IFPE as soon as possible following any changes.

### Section 8. Production of Witnesses and Documents

For arbitration proceedings, both parties may request the production of specific documents, if reasonably available, and/or a reasonable number of witnesses if such documents and/or witnesses are reasonably pertinent to the grievance under consideration. If such a request is arbitrarily or unreasonably denied, IFPE may petition the Director who shall subpoena the witnesses and/or documents in conformance with the provisions of this section and his/her statutory powers.

### Section 9. Arbitration/Civil Service Commission Jurisdiction

The parties recognize that the Civil Service Commission has sole jurisdiction and authority to hear appeals relating to demotion, geographic transfer, layoffs, or position classification/allocation. Discharges and suspensions in excess of thirty (30) calendar days within a twelve month period shall be either arbitrated through the grievance procedure or appealed to the Civil Service Commission.

## ARTICLE XI

### DISCIPLINE

#### Section 1. Definition

Disciplinary action shall include the following:

- A. Oral reprimand (no official documentation in personnel file)
- B. Written reprimand
- C. Suspension
- D. Discharge

Discipline may be imposed upon an employee only for just cause. The Employer agrees with the principles of corrective and progressive discipline. The Employer shall only take disciplinary action within a reasonable time after the act(s) committed. Notations of oral reprimands shall be placed in the employee's working file. Copies of such notation shall be given to the employee.

In any event, the Employer shall notify the employee and IFPE within forty-five (45) calendar days after the completion of the pre-disciplinary meeting of the level of discipline, if any, to be imposed. If a rebuttal is not provided at the time of the pre-disciplinary meeting, a written rebuttal may be provided by the employee or the union within five (5) work days.

It is understood by the parties that any and all meetings called for in this Article may, by mutual agreement, be conducted via telephone or videoconference; however, the use of these options shall not in any way diminish the rights of employees addressed herein.

## Section 2. Suspension Pending Discharge

The Employer may suspend an employee without pay up to 30 calendar days pending a decision on discharge of the employee. Such action shall not be subject to Article X, Grievance Procedure.

## Section 3. Pre-Disciplinary Meeting

Prior to imposing a measure of discipline upon an employee, the Employer shall afford a reasonable opportunity for a meeting with the employee involved and IFPE for the purpose of providing any relevant documentation, contemplated measure of discipline, if possible, and names of witnesses related to the facts of the charge; and to permit the employee to rebut the charge, if the employee so desires. The Employer shall provide the employee and IFPE with a copy of pertinent documentation being used to support the alleged infraction at the time the pre-disciplinary meeting is scheduled, however, this provision shall not prohibit the production of additional information and/or witnesses at a later time. If the Employer has determined the level of discipline to be imposed, it may be implemented at the conclusion of the meeting. If the employee does not request IFPE representation, a IFPE representative shall nevertheless be entitled to be present as a non-active participant at any such meetings. At the discretion of the Employer, such meetings may be scheduled in the region in which the employee usually works. The Employer shall provide reasonable notice which will be sent to the principal address of IFPE, or as so designated by IFPE in writing. Pre-disciplinary meetings shall not be held in cases of oral reprimands.

## Section 4. Notice

In the event written disciplinary action is taken against an employee, the Employer shall furnish the employee and IFPE with a clear and concise statement of facts giving rise to the discipline and the measure of discipline intended. The statement of charges may not be increased once it has been served at the pre-disciplinary meeting. The Employer shall notify the employee and IFPE of the measure of discipline to be imposed after completion of the pre-disciplinary meeting.

## Section 5. Investigatory Interview

An IFPE representative may be present during an investigatory interview for the purpose of protecting an employee's rights under the collective bargaining agreement, however, such representative shall not act in a manner that will obstruct the investigation. The employee and IFPE shall be advised, in writing, the results of the investigation as it pertains to the employee under investigation.

If an agency conducts a formal investigatory interview by e-mail, the interviewed employee shall be informed of his/her right to consult with a union representative before they respond by e-mail to the questions if he/she has reasonable grounds to believe that their responses may lead to the initiation of disciplinary action against them. The Union shall be notified at the same time as the employee by copying the e-mail to the appropriate Union representative.

## 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 warning or discipline, two years pass without the employee receiving any additional discipline.

Any reprimand over two years old shall not be used against the employee.

ARTICLE XII  
LEAVES OF ABSENCE

Section 1. Sick Leave

All employees, excepting those in emergency, intermittent, per diem or temporary status, unless such status is the result of accepting a non-permanent working assignment in another class, shall accumulate sick leave at the rate of one day for each month's service. Sick leave may be used in increments of no less than one-half (1/2) hour at a time. Sick leave may be used for illness, disability or injury of the employee, appointments with doctor, dentist or other professional medical practitioner and in the event of serious illness, disability, injury or death of a member of the employee's immediate family. For purposes of definition, the "immediate family or household" shall be husband, wife, mother, father, mother-in-law, father-in-law, brother, sister, children, civil union partner or any relative or person living in the employee's household for whom the employee has custodial responsibility or where such person is financially and emotionally dependent on the employee and where the presence of the employee is needed. Sick leave may also be used in the event of death of grand relations and parent- and child-in-laws, and brother and sister-in-laws. The operating agency or the Department may require evidence to substantiate that such leave days were used for the purpose herein set forth for periods of absence of ten consecutive workdays or less. For periods of absence for more than ten consecutive workdays, the employee shall provide verification for such absence in accordance with the provisions of Rule 303.145. Abuse of sick time, is the utilization of sick days for reasons other than those stated in the Collective Bargaining Agreement.

Effective January 1, 1995, employees shall be awarded one additional personal business day if no sick time is used in a twelve (12) month calendar period. An employee shall be eligible for this additional day beginning January 1, 1996.

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 this Article and shall retain any unused sick leave or emergency absence leave accumulated prior to the effective date of this Article.

Section 3. Advancement of Sick Leave

An employee with more than 2 years continuous service, whose personnel records warrant it, may be advanced sick leave with pay for not more than 10 working days with the written approval of the operating agency and the Director. Such advances will be charged against sick leave accumulated later in subsequent service.

Section 4. Leave for Personal Business

All employees, excepting those in emergency, per diem or temporary status, shall be permitted 3 personal days off each calendar year with pay. Such personal days may be used for personal reasons, but shall not be used to extend a holiday or approved vacation except as permitted in advance by the operating agency through prior written approval. Employees entitled to receive such leave who enter service during the year shall be given credit for such leave at the rate of 1/2 day for each 2 months service for the calendar year in which hired. Such personal leave may not be used in increments of less than 2 hours at a time. Supervisors may however, grant employee requests to use personal leave in increments of one-half (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. When an employee is claiming an emergency situation in regards to the use of a personal business day, the Employer has the right to inquire as to the nature of the emergency. However, any unused personal business time not requested by the employee as of December 1<sup>st</sup> of the current calendar year shall be forfeited.

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 service except as provided in Section 8c(2) of the Personnel Code.

#### Section 5. On-The-Job Injury--Industrial Disease

An employee who suffers an on-the-job injury or who contracts a service-connected disease shall be allowed full pay during the first five (5) working days of absence without utilization of any accumulated sick leave or other benefits, provided the need for the absence is supported by medical documentation. Thereafter the employee shall be permitted to utilize accumulated sick leave. In the event such service-connected injury or illness becomes the subject of an award by the Workers' Compensation Commission, the employee shall restore to the State the dollar equivalent which duplicates payment received as sick leave days or other accumulated benefit time, and the employee's benefit accounts shall be credited with leave time equivalents. (Amended June 6, 1976) In the case of an on-the-job injury or disability, the employee shall accumulate continuous service for the duration of the illness or injury leave, provided return to service occurs.

#### Section 6. Leaves of Absence Without Pay

Unless otherwise provided in these Rules and with the prior approval of the Director, an agency may grant leaves of absence without pay to employees for periods not to exceed 6 months, and such leaves may be extended for good cause by the operating agency for additional 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.

No emergency or temporary employee shall be granted leave of absence.

#### Section 7. Disability Leave

- A. When the Employer has legitimate 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 by the Employer.
- B. 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. Non-service disability leave provided under this section is intended only for leaves in excess of five working days.
- C. In granting such leave or use of sick leave as provided in Rule 303.90, the agency shall apply the following standards:
  1. A substantial portion of regularly assigned duties shall be those duties or responsibilities normally performed by the employee which constitute a significant portion of the employee's time or which constitute the differentiating factors which identify that particular position from other positions, provided the balance of duties can be reassigned by the agency.
  2. A request for disability leave shall be in writing except when the Agency is advised by other appropriate means of the employee's disability in which event the employee's signature is not required.
  3. Except for service-connected disability as provided in Rule 303.135, the employee shall have exhausted available sick leave provided under Rule 303.90 prior to being

granted a disability leave; an employee may use other accrued paid time for this purpose but is not required to do so.

4. During a disability leave, the disabled employee shall provide written verification by a person licensed under the "Illinois Medical Practices Act" 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 calendar 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.
- D. Failure of an employee to provide verification of continued disability upon reasonable request shall on due notice cause termination of such leave.
- E. An employee's disability leave shall terminate when said employee is no longer temporarily disabled from performing his/her regular assigned duties.
1. An employee is no longer temporarily disabled when he/she is able to perform his/her regularly assigned duties upon advice of the appropriate authority or, in the absence of such authority, the attending physician.
  2. An employee is no longer temporarily disabled when he/she is found to be permanently disabled and unable to perform a substantial or significant portion of his/her regularly assigned duties by the appropriate authority, or in the absence of such authority, by the attending physician pursuant to Personnel Rule 303.145.
  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)
- F.
1. An employee who returns from a disability leave of six months or less shall be returned by the Agency to the same or similar position in the same class in which the employee was incumbent at the time the leave commenced.
  2. An employee who returns from a disability leave exceeding six months and there is no vacant position available in the same class held by the employee at the commencement of such leave may be laid off in accordance with the Rules on Voluntary Reduction and Layoff, unless such leave resulted from service-connected disability, in which case the employee shall be returned to employment as in E 1 above.

#### Section 8. Employee Rights After Leave

When an employee returns from a leave of absence of 6 months or less, the agency shall return the employee to the same or similar position in the same class in which the employee was incumbent prior to commencement of such leave. Except for those leaves granted under Rules 303.155 and 303.160, when an employee returns from a leave or leaves exceeding 6 months and there is no vacant position available to him/her in the same class in which the employee was incumbent to such leave or leaves commencing, the employee may be laid off in accordance with the Rules on Voluntary Reduction and Layoff. (Amended June 6, 1976)

#### Section 9. Failure to Return

Failure to return from leave of absence within 5 working days after the expiration date may be cause for discharge. An employee's disability leave and employment shall be terminated when said employee is deemed permanently disabled pursuant to Personnel Rule 303.145.

#### Section 10. 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 11. Military and Peace Corps Leave

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

#### Section 12. 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 earnings for the emergency call-up paid under the Illinois Military Code must be submitted and assigned to the employing agency, and the employing agency shall return it to the payroll fund from which the employee's payroll check was drawn. If military pay exceeds the employee's earnings for the period, the employing agency shall return the difference to the employee.
- C. To be eligible for military reserve leave or emergency call-up pay, the employee must provide the employing agency with a certificate from the commanding officer of his/her unit that the leave taken was for either such purpose.
- D. Any full-time employee who is a member of any reserve component of the United States Armed Forces or of any reserve component of the Illinois State Militia shall be granted leave from State employment for any period actively spent in such military service including basic training and special or advanced training, whether or not within the State, and whether or not voluntary.
- E. During such basic training and up to 60 calendar days of special or advance training, if such employee's compensation for military activities is less than his compensation as a State employee, he/she shall receive his/her regular compensation as a State employee

minus the amount of his/her base pay for military activities. During such training, the employee's seniority and other benefits shall continue to accrue.

### Section 13. Leave for Military Physical Examinations

Any permanent employee drafted into military service shall be allowed up to 3 working days leave with pay to take a physical examination required by such draft. Upon request, the employee must provide the employing agency with certification by a responsible authority that the period of leave was actually used for such purpose.

### Section 14. Attendance in Court

Any permanent 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 normal working hours, except in matters of non-work related personal litigation, for such purposes. Upon receiving the sum paid for jury service or witness fee, the employee shall submit the warrant, or its equivalent, to the agency to be returned to the fund in the State Treasury from which the original payroll warrant was drawn. Provided, however, an employee may elect to fulfill such call or subpoena on accrued time off and personal leave and retain the full amount received for such service.

Emergency or temporary employees shall be allowed time off without pay for such purpose and shall be allowed to retain the reimbursement received therefore.

### Section 15. Effect of Department of Central Management Services Personnel Rules

The Department of Central Management Services Personnel Rules govern the substantive content of this Article, and any amendments to said Rules are immediately incorporated as additions and/or amendments to this Article. The Employer agrees to provide IFPE with copies of any amendments, and upon timely request by IFPE, negotiate with IFPE over the impact if any of such amendments when required by the Illinois State Labor Relations Act.

### Section 16. Proof of Illness or Injury Status

The Employer may request evidence, which may be in the form of a written medical certification of use of sick leave if reasonable grounds, as defined in Section 1 of the Article, exist to suspect abuse. If an employee on proof status fails to provide a medical statement from the examining practitioner, or designee, which verifies that he/she was examined on the day in question and was found unable to perform his/her duties, the employee shall not be allowed to utilize available sick time and may be subject to discipline. If the Employer demands an additional form of proof, different than that which was furnished by the employee, and involves cost to the employee, the Employer shall pay the cost of such professional services when such verifies that the employee was not abusing sick leave. When the employee is directed to obtain such evidence during his/her hours of scheduled work, the employee shall be allowed time off without loss of pay or other benefits. Abuse of sick time is the utilization of sick days for reasons other than those stated in the collective bargaining agreement. Visit of four (4) working days per year to a Veterans hospital for examination needed because of military service connected disability shall be in pay status without charge to sick leave.

If proof status is imposed for other than a single day's absence or call-in, the Employer must notify the employee on proof of illness or injury status by notifying the employee and IFPE that future use of sick leave must be substantiated.

### Section 17. Maternity/Paternity Leave

All employees who provide proof of their pregnancy or that of their female partner at least 30 days prior to the expected due date will be eligible for four (4) weeks (20 work days) of paid maternity/paternity leave for each pregnancy resulting in birth or multiple births. Should both parents be employees they shall be allowed to split the 4 weeks (20 work days). No employee will be allowed to take less than a

full work week (5 consecutive days). Regardless of the number of pregnancies in a year, no employee shall receive more than 6 weeks (30 work days) of paid leave under this Section per year. The State shall require proof of birth. In addition, non-married male employees may be required to provide proof of paternity such as a birth certificate or other appropriate documentation confirming paternity. Leaves under this Section shall also be granted in cases of a full term still born child.

All bargaining unit members are eligible for four (4) weeks (20 days) of paid leave with a new adoption, with the leave to commence when physical custody of the child has been granted to the member, provided that the member can show that the formal adoption process is underway. In the event the child was in foster care immediately preceding the adoption process the leave will commence once a court order has been issued for permanent placement and the foster parent has been so notified of their right to adopt as long as the foster child has not resided in the home for more than three (3) years. The agency personnel office must be notified, and the member must submit proof that the adoption has been initiated. Should both parents be employees they shall be allowed to split the 4 weeks (20 work days). No employee will be allowed to take less than a full work week (5 consecutive work days). Regardless of the number of adoptions in a year, no individual shall receive more than 6 weeks (30 work days) of paid leave under this Section per year.

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

## ARTICLE XIII

### LAYOFF

#### Section 1. Application of Layoff

An employee may be laid off by the Employer for lack of funds, for lack of work, or for abolition of the position because of material change in duties or organization. A temporary emergency shutdown of a facility where all affected employees are to be recalled shall not be considered a layoff.

#### Section 2. Layoff Procedure

The following order shall be observed in making layoffs:

No certified or probationary employee may be laid off until all exempt, temporary, emergency, and provisional employees in the same class and organizational unit are terminated.

The organizational unit shall be defined as not less than the regional designations as it currently exists.

Layoffs shall be determined on the basis of seniority as defined in Article VI of this Agreement.

#### Section 3. Notice of Layoff

In the event the Employer becomes aware of an impending reduction in work force due to layoff, it will notify IFPE at least thirty (30) calendar days prior to the effective date. Unless operational needs dictate otherwise, employees shall be given 10 workdays notice prior to the effective date of layoff.

#### Section 4. Transfer In Lieu of Layoff

An employee who is scheduled for layoff shall be offered all available permanent vacancies in the same position classification within the agency. Refusal to accept such offer will not impair the employee's right to reemployment provided in Section 5 of this Article.

Selection for transfer in lieu of layoff shall be made on the basis of the most senior bidder; the employee will be required to fulfill specialized Federal and all Bureau training. Employees electing to transfer in lieu of layoff will be required to move at their own expense to the work location (i.e. county or portion of a county) of the identified vacancy.

#### Section 5. Recall

- A. When permanent vacancies occur within a position classification, prior to filling such vacancies by any other means, the Employer shall recall laid off employees to such position classification. Recall shall be in order of seniority. Recall shall be by county in which the regional headquarters is located.
- B. A laid off employee who fails to respond within 10 workdays of the recall, or upon acceptance fails to be available for work within the time agreed to by the Employer, which shall not be less than 5 working days, shall forfeit all recall rights.
- C. Employee's right to recall shall exist for a period of 2 years from the effective date of layoff.

#### Section 6. Federalization

In the event the Employer decides to cease meat and poultry inspections, in whole or in part, and to turn such inspections over to the Federal government or some other agency, the Employer shall negotiate over its impact with IFPE.

#### Section 7. Voluntary Reduction

Where a layoff is to occur, employees may request a voluntary reduction to another available vacant position for which they are qualified in the same agency from which the layoff is scheduled, provided such voluntary reduction does not interfere with the exercise of employee's rights in any other bargaining unit. An employee seeking voluntary reduction must request it in writing to the Director of the Department of Agriculture prior to the proposed effective date of layoff.

#### Section 8. Temporary Layoff

The Employer may temporarily layoff any employee for not more than five (5) scheduled workdays in any twelve (12) month period as a result of or for lack of work or lack of funds based on classification, source of funding, region, and seniority. The temporary layoff of employees shall occur within an organizational unit justified by operations. An employee is not entitled to use accrued benefit time in lieu of temporary layoff.

#### Section 9. Scheduling of Temporary Layoffs

Temporary layoffs affecting more than one employee may occur with varying effective dates or may occur sequentially and from time to time as long as no employee is temporarily laid off for more than five scheduled workdays in any 12-month period. An agency shall consider an employee's preference in scheduling a temporary layoff, subject to the operating needs of the agency.

### ARTICLE XIV

### VACATION SCHEDULE

### Section 1. Vacation Schedule

Subject to the Employer's operating needs, written vacation requests submitted between January 1 and February 1 of each year shall be scheduled by seniority. Subject to the Employer's operating needs, all other vacation requests shall be scheduled in the order of request. In any event, upon request, vacation must be scheduled so that it may be taken no later than 24 months after expiration of the calendar year in which such vacation was earned. If an employee does not request and take accrued vacation within such 24-month period, vacation earned during such calendar year shall be lost. The Employer, unless emergency needs dictate otherwise, shall not change an employee's vacation once it has been approved, without the employee's written authorization.

### Section 2. Vacation Payment

If because of operating 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 3 separate requests, with at least 15 calendar days between each request, for such time within the calendar year preceding liquidation.

An employee who has been unable to work due to a service related injury or illness will be allowed to carry accumulated vacation into the next calendar year whenever the employee cannot liquidate vacation time within the 24-month period after the expiration of the calendar year when such time was earned.

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 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.

### Section 3. Vacation Action

The Employer shall approve or disapprove vacation within ten (10) calendar days after receipt of an employee's request.

### Section 4. Amounts

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

- A. From the date of hire until the completion of five years of continuous service: ten workdays per year.
- B. From the completion of five years of continuous service until the completion of nine years of continuous service: fifteen workdays per year.
- C. From the completion of nine years of continuous service until the completion of fourteen years of continuous service: seventeen workdays per year.
- D. From the completion of fourteen years of continuous service until the completion of nineteen years of continuous service: twenty workdays per year.
- E. From the completion of nineteen years of continuous service until the completion of twenty-five years of continuous service: twenty-two workdays per year.
- F. From the completion of twenty-five years of continuous service: twenty-five workdays per year.

Vacation time may be taken in increments of not less than one hour at a time, at any time after it is earned. Vacation time may be taken in one-half (1/2) hour increments after the first hour of vacation time has been scheduled.

Vacation credit for previous state service will be granted effective the date the employee provides sufficient proof of previous service. Vacation credit for previous state service will not be retroactive.

## ARTICLE XV

### 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 be qualified and be assigned, in writing, by the Employer to perform the duties and responsibilities which distinguish a higher 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.

For temporary assignments totaling three (3) full workdays or more within a thirty (30) calendar day period commencing with the first day of the employee's assignment, the Employer agrees to pay the employee the higher rate as set forth above for the full time of such assignment. Any temporary assignment of less than one-half work day shall not be counted and any temporary assignment of more than one-half work day but not less than a full work day shall be considered one (1) full work day.

Upon an employee's return to their certified classification, he/she shall be given the same permanent assignment held prior to accepting the temporary position.

No employee shall be required to work in a temporary position in excess of six (6) months per calendar year. For a period in excess of six (6) months, the employer shall advise IFPE as to the rationale for such extension. This information shall be provided at the time the Employer determines to extend the temporary assignment. The Employer agrees not to rotate temporary assignments for the purpose of avoiding temporary assignment pay.

## ARTICLE XVI

### 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. Rules of Conduct

Newly established rules of conduct or amendments to existing rules of conduct shall be reduced to writing and furnished to the employees and IFPE at least 10 workdays prior to the effective date of the rule.

#### Section 3. Procedural Work Rules

Any changes in the current or future rules of procedure not governing an employee's personal conduct (parking regulations, notification of absence, etc.) that impact the bargaining unit are subject to local level negotiations pursuant to Article XXI (Labor Management Meetings). Copies of such procedural work rules shall be provided to the affected employees.

#### Section 4. Employee Mailing Address

Each employee shall provide the Agency Personnel Office with his/her current mailing address. Thereafter, it is the employee's responsibility to keep the Employer informed of any changes. The Employer agrees it shall not release an employee's address to non work related sources without the employee's permission.

#### Section 5. Global Positioning System (GPS)

The Employer maintains the right to use GPS and will meet with the union to negotiate the effects prior to implementation.

### ARTICLE XVII

#### CLOTHING AND EQUIPMENT

##### Section 1. Provided Equipment

The Employer will provide each new employee with the following items of equipment:

1 helmet	1 Chain
1 scabbard	1 Pair Ear Plugs
1 hook	1 Flashlight with Batteries
2 knives	
1 steel	

The Employer will attempt to conduct an annual inventory of equipment to determine if the issued equipment is in the possession of the employee and if replacement is necessary.

##### Section 2. Optional Equipment

If an employee needs additional equipment to perform the duties of his or her position, not listed in Section 1, then a written request shall be submitted to the Circuit Supervisor. Such requests shall not be unreasonably denied. If the request is approved, the item will be purchased through the normal purchasing channels, or if approved by the Circuit Supervisor the item may be purchased locally and the voucher submitted to the Employer for payment.

##### Section 3. Replacement/Return of Equipment

Such equipment issued remains the property of the Employer and shall not be used by an employee at any time other than while said employee is on duty. An employee shall be responsible for full and careful maintenance of this equipment. If an item is damaged or lost, an employee may purchase a new item or be issued a new item if he can show proof of damage and/or loss and if the replacement is approved by the Regional Administrator. At the time of termination of employment all equipment, regardless of condition, shall be returned to the Employer by the employee. The frequency of replacement of the various items will be determined by the Department of Agriculture.

##### Section 4. Clothing

The Employer will provide each employee subject to this Agreement the following articles of clothing: 2 frocks, 1 apron (kill floor use), and 1 pair of OSHA approved boots (kill floor use). Employees may locally purchase rubberized boots, steel toe or insulated, and submit the voucher

to the Employer for payment. Each fiscal year employees will be allotted an allowance equal to the price of the standard issue boot in the approved vendor catalog to replace their damaged or worn boots. Any deviation from this policy will require approval from the Division Manager.

Maintenance and laundry of clothing furnished will be provided by the employee in such a fashion to present a neat and clean appearance. Replacement of worn or damaged clothing will be determined by the Employer. Such clothing issued remains the property of the Employer and shall not be used by an employee at any time other than while said employee is on duty.

## ARTICLE XVIII

### FILLING OF VACANCIES

#### Section 1. Headquarters

An employee's headquarters is his/her residence. An employee's work site assignments shall be reduced to writing and given to the employee. The employee's work site assignments may be changed by the Employer but reasonable advance notice to the employee and IFPE of any permanent work site assignment changes shall be provided by the Employer. Such changes in work site assignments will not be considered permanent vacancies and will be for operational needs only.

A permanent work assignment is defined as those worksites an employee shall be assigned on a regular and reoccurring basis.

The Employer will reduce the employee's permanent work assignments to writing and will provide a copy to the employee and IFPE. Where applicable, permanent work assignments will also include TA plants.

The provisions may be subject to discussion at future labor management meetings.

The Employer may temporarily assign employees to plants that are not on his/her permanent work assignment.

#### Section 2. 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. Trainees will be given first consideration for their targeted position. However, the Employer reserves the right to use at its discretion other means available as provided in the Personnel Rules of the Director for filling vacancies, subject to the provisions of this Agreement.

An employee on leave of absence is not considered eligible unless within ten (10) working days of a permanent change, the employee is able to commence performance of the duties.

#### Section 3. Definition of Permanent Vacancies

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

- a) When the Employer determines to increase the work force and to fill the new position(s).
- b) When any of the following personnel transactions take place and the Employer determines to replace the previous incumbent: terminations, transfers, promotions, demotions, and related transactions.

- c) Vacancies filled by bargaining unit and/or non-bargaining unit employees as a result of demotion or voluntary reduction in lieu of layoff, pursuant to a layoff plan, shall not be considered permanent vacancies for the purpose of this Article. However no vacancy shall be filled by a non-bargaining unit employee as a result of demotion or voluntary reduction in lieu of layoff until the position has been posted for bid for five working days within the bargaining unit and there is no bargaining unit employee who has bid on the position.

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

#### Section 4. Voluntary Lateral Geographic Transfer

When the Employer determines to fill a permanent vacancy, employees within the region will be notified in writing of the vacancy and shall have 10 working days in which to request a voluntary, lateral geographic transfer. A copy of the notification will also be provided to IFPE. The posting shall be within the region and sent to those employees who have notified the Bureau of Meat and Poultry Inspection in writing of their desire to transfer to the region in which the vacancy exists. The Employer shall maintain a Voluntary Employee Requested Transfer file. Requests on file are valid for a one year period and may be updated annually. Refusal by an employee who has a request on file to bid for an available vacancy does not remove their name from this file. Selection for voluntary, lateral geographic transfer shall be made on the basis of the most senior bidder unless a less senior employee has demonstrably superior skill or the position requires completion of all Bureau training. After selection, the employee will be required to fulfill specialized Federal training. Bidders selected to fill permanent vacancies will be required to move at their own expense to the work location (i.e. county or portion of a county) of the identified vacancy. Bidders within the region of the vacancy shall have first preference to fill the vacancy. Employees selected who do not wish to move to the work location identified will be responsible for any additional time and/or mileage expenses resulting from their failure to move. Employees cannot apply for a new posting or transfer more than one time during a 12-month period.

If the vacancy is filled pursuant to the voluntary transfer file, and another vacancy is then determined to exist, it will be posted. If there are no bidders from within the region or when a subsequent vacancy results from a voluntary, lateral geographic transfer, management may fill any ensuing vacancy with a Meat and Poultry Inspector Trainee or by other means available to the Employer.

On a case by case basis when procedural difficulties arise from the second posting of subsequent vacancies, IFPE will consider a waiver of the second posting within 5 working days from receipt of a waiver.

#### Section 5. Shift Preference

If more than one bargaining unit employee is assigned to work at the same work location and there is more than one shift of work, the most senior employee shall have preference as to the shift he/she desires to work.

### ARTICLE XIX

#### GEOGRAPHICAL TRANSFER

In the event a geographic transfer under Central Management Services Personnel Rule 302.430 is required, voluntary transfers shall be offered in order of seniority, as defined in this Agreement, the most senior employee given first consideration, all other considerations being equal. If no

employee wishes to accept such transfer, the agency may make the transfer based on employee performance, seniority from least senior to most senior, and the operating needs of the Department. An 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 XX

### 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 as amended or modified in regards to the level of benefits and contribution costs for all State employees pursuant to the provisions of the State Employees Group Insurance Act of 1971 as amended by (P.A. 90-65) and as amended or superseded; and (b) the retirement program provided in, the Illinois Pension Code, Illinois Compiled Statutes Chapter 40 as amended or superseded.

Effective January 1, 1992, the Employer shall make the employee contribution to the appropriate Retirement System for all employees in an amount equal to the coordinated rate (4%).

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

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

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

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

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

## ARTICLE XXI

### LABOR MANAGEMENT MEETINGS

#### Section 1. General

The Employer shall meet with IFPE representatives in labor management meetings on a monthly basis, unless mutually agreed otherwise, and on a semi-annual basis a representative of the Department of Central Management Services will be present. Items to be included on the agenda for the aforementioned labor management meetings are to be submitted to the respective parties at least five working days in advance of the scheduled dates of the meetings if possible. The meeting may include, if applicable, the following items:

- A. Discussion of the administration of this Agreement.

- B. Dissemination of general information of interest to the parties.
- C. Providing an opportunity to express various views and to make suggestions on subjects of mutual interest, such as work schedules and plant inspection assignments.
- D. Notifying IFPE of changes in non-bargaining conditions of employment contemplated by management which may affect the employees in the bargaining unit.
- E. Discussion of the performance evaluation process, as to how it will be utilized by the Employer.
- F. Discussion of clothing and equipment.
- G. Satisfying the obligation of both parties to negotiate as provided in specific provisions of this Agreement.
- H. Discussion of overtime scheduling.

Section 2. Attendance

The agency shall allow up to six bargaining unit employees, not to exceed one from each region, to attend the monthly 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.

ARTICLE XXII

IFPE RIGHTS

Section 1. Access to State Premises by IFPE

The Employer agrees that IFPE 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 purpose of the administration of this Agreement. IFPE agrees that such visitations shall not unduly interfere with the operational requirements of the Employer. The Employer reserves the right to designate a meeting place, or to provide a representative to accompany a staff representative where special requirements exist. Control of access to inspection work sites remain the responsibility of the companies being inspected.

Section 2. Information Provided to IFPE

At least once each month the Employer shall notify IFPE in writing of the following personnel transactions involving bargaining unit employees: new hires, promotions, demotions, layoffs, re-employments, transfers, leaves, returns from leaves, superior increases, address changes, suspensions, discharges, abolishment's and reallocations. In addition, the Employer shall furnish IFPE every 90 calendar days the current continuous service roster of bargaining unit employees including job title, name, and address, agency, residence county, status, seniority date, creditable service date, sex and salary.

Section 3. Non-Preferential Treatment

Those employees designated as Steward and/or local IFPE representatives shall not receive preferential treatment with respect to shift or job assignments. The Employer agrees, however, that such employees shall be reassigned because of operational needs only, and not because of legitimate IFPE activity.

#### Section 4. Leaves to Attend IFPE Meetings

The Employer shall grant a reasonable number of employees leave without pay for a maximum of 3 work days per employee, per calendar year, for the purpose of discussing the administration of this Agreement. IFPE shall provide written notice to the Employer at least 15 work 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. Leave to Conduct IFPE Business

The Employer shall grant requests for leave of absence without pay for not more than 2 bargaining unit employees at any one time, but not more than one employee from a region having less than 25 employees in this bargaining unit, for the purpose of service as IFPE representatives or officers with the State or National organization of IFPE, up to a maximum of 6 months, providing adequate notice is afforded the Employer and granting such leave will not substantially interfere with the Employer's operations. The two bargaining unit employees shall not be from the same region. The length of such leave may be increased by mutual agreement of the parties. Continuous service shall not be retained or accumulated during such leave.

#### Section 6. Job Descriptions

Upon request, the Employer shall provide an employee with a copy of their job description (CMS 104). When the Employer changes an employee's duties or responsibilities, a copy of the revised CMS 104 will be provided to the employee. Upon request, the Employer shall provide IFPE with a copy of a bargaining unit employee's job description.

### ARTICLE XXIII

#### PERSONNEL FILES

##### Section 1. Number and Type

Only one personnel file will be maintained at the work location 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 include only job related material. A supervisor shall advise an employee of any documentation that may negatively affect his/her performance evaluation at the time that documentation is placed in the supervisor's file. This documentation shall be removed from the working file twelve (12) months after its issuance. Oral warnings may be kept in the supervisor's working file for two years. Working files shall not be considered personnel files as required in this Article. An employee shall be allowed to review the contents of their working file(s) upon request to his/her supervisor, in which case the supervisor shall bring the working file to the employee's work-site at the next regularly scheduled visit after the request is made, or as mutually agreed. 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, etc. An employee has the right, upon request, to review the contents of his/her personnel file. Such review may be made during working hours with no loss of pay for time so spent within reason. An employee may authorize IFPE in writing to inspect and/or copy his/her personnel file, upon proper notice to the Employer.

##### Section 2. Employee Notification

A copy of any disciplinary action or material related to employee performance which is placed in the personnel file shall 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 the Employer.

### Section 3. Employee Obligation

It is the obligation of each employee to provide the Employer with his/her current address and telephone number.

## ARTICLE XXIV

### TRAINING

#### Section 1. General

The Employer and IFPE 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 provide employees with orientation to current procedures, forms, methods, material and equipment used in the work assignment. Topic(s) for training shall be discussed at a labor management meeting for the following six-month period. The six-month period is defined as January 1 through June 30 and July 1 through December 31.

#### Section 2. Distribution of Training

Training programs which are instituted by the Employer shall be equitably distributed among employees on the basis of need for such training. Time spent by an employee in a training program shall normally be considered work time.

The Employer agrees to notify the employees and IFPE of any changes required by the USDA in the inspection process.

#### Section 3. Training Files

The Employer reserves the right to establish a file for training purposes. The employee and IFPE shall be given notice of such file and shall have the right to review the contents, subject to reasonable advance notice.

## ARTICLE XXV

### MISCELLANEOUS

#### Section 1. Distribution of Contract

Upon completion of duplication, IFPE shall expeditiously provide each employee with a copy of this Agreement. The Employer shall post this agreement on its website.

#### Section 2. Safety and Health

The Employer shall attempt to provide a safe and healthy place in which employees shall work when such conditions are in the control of the Employer. Labor management meetings shall be used in review of any work conditions, and suggest health and safety measures to be implemented. Where a clear and present danger exists, IFPE has the right to file a grievance at

Step 3 of the grievance procedure defined in Article X of the Agreement. The Employer and IFPE recognize threats and/or acts of violence committed in the workplace or directed at employees shall not be tolerated.

### Section 3. Sub-Contracting

If the decision to sub-contract work results in employees being subject to layoff, the Employer will make a reasonable effort with the contractor to insure that the affected employees are considered for employment by the contractor. Any employee laid off due to federalization of the Meat and Poultry Inspection Program shall be given the opportunity to test for positions to establish qualifications and placed on eligible lists for IFPE RC-29 titles utilized by the Department of Agriculture. These employees will have preference in filling any vacancy to allow for career progression and continued employment.

### Section 4. Inclement Weather Policy

The parties agree to meet and formulate a method of notification for employees faced with work sites closures due to inclement weather.

Should problems arise in implementation of the notification method at the plant level, the Employer will address such situations on an individual basis.

### Section 5. Rehabilitation

Pursuant to the State of Illinois Members Assistance Program, the Employer shall make employees aware of and offer referral for counseling and any other reasonable and appropriate services.

### Section 6. Employee Drug and Alcohol Screening

1. The Employer and IFPE acknowledge that substance and alcohol abuse is a serious and complex, but treatable condition/disease that negatively affects the productive, personal, and family lives of employees and the stability of the workplace.
2. The Employer and IFPE are committed to addressing the problems of substance and alcohol abuse in order to ensure the safety of the working environment, employees, the public, and to providing employees with access to necessary treatment and rehabilitation assistance.
3. The Employer and IFPE agree to establish a subcommittee with the purpose of this subcommittee being to develop and implement an employee drug and alcohol screening program. The following parameters are accepted as a starting point and both parties agree the program will be developed consistent to these standards.
  - A. The standard to be used to determine if drug and/or alcohol testing an employee is necessary is "reasonable suspicion".
  - B. The definition of drugs to be tested for will be limited to those substances identified in 720 ILCS 550/3 and 570/100 including cannabis.
  - C. Chain of custody documentation for the specimen shall be maintained from collection to analysis to destruction and the split sample method shall be utilized.
  - D. The laboratory selected to conduct the analysis must demonstrate technical expertise and proficiency in toxicology testing. Persons conducting the testing shall be certified as qualified.
4. The subcommittee will consist of three bargaining unit representatives and three management representatives. Employees will attend without loss of

pay. The subcommittee shall meet by January 1, 2014.

### Section 7. Direct Deposit

All employees shall be required to utilize direct deposit of paychecks. Further, all employees currently utilizing direct deposit shall continue to receive paychecks via direct deposit.

### Section 8. Affirmative Attendance

1. The Employer recognizes that personal problems may affect employee attendance and encourages utilization of the CMS 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.
3. Employees are expected to report to their assigned work area on time each day as scheduled.
4. In emergencies, if no personal business time is available, vacation, holiday, or compensatory time may be approved subject to reasonable verification of an emergency situation. Emergency call-in requests shall not be denied unless a legitimate operating need exists.
5. Authorization to use other benefit time shall be granted by the supervisor under the following criteria when sick time has been exhausted.
  - a. Proper medical certification is provided (as defined in Section 8(f) below, in regards to Proof Status).
  - b. Employees who have used all allowable benefit time shall be informed via written notice by the Employer of their right to apply for a medical leave of absence.
  - c. Employees who are on proof status cannot use other benefit time, in lieu of sick time, as stated in Section 8(e).
6. All employee requests for sick or other benefit time usage must be supported by an Employee Absence Request form signed by the employee.
  - a. The form shall be provided to the supervisor no later than the submission of the bimonthly time-attendance record covering the period that the employee was absent.
  - b. The Employer shall ensure that the form is readily available to the employee.
  - c. Failure of the employee to provide such form will result in the absence being considered unauthorized. The employee will be docked and a disciplinary referral will be initiated.
  - d. The Employer must process all signed forms within ten (10) work days of receipt, either approving or disapproving the request, unless mutually agreed otherwise or otherwise modified by this agreement.
7. This agreement supersedes any other agreement on this issue

8. 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. If, after the counseling, 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 sixty (60) day period and appropriate disciplinary action will 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 on the agency's designated form.
  - 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 five (5) calendar 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 9, below.
  - d. Proof status shall be reviewed with the employee after each sixty (60) day period. If the procedural guidelines have been followed during the sixty day proof status, 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 be advised in writing by the employer of the need to apply for a Leave of Absence or face discipline. Other benefit time, in lieu of sick time, will not be authorized while on Proof Status.
  - 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 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 as soon as possible but no later than five (5) work days after notification of the required certification.
  - i. All unauthorized docks shall be referred for discipline in a timely manner.

9. If just cause for discipline is established for unauthorized absences, the following guidelines shall be apply:

a. Unauthorized Absence(s)

1st Offense	Counseling
2nd Offense	Oral Reprimand
3rd Offense	Written Reprimand
4th Offense	2 <sup>nd</sup> Written Reprimand
5th Offense	1 Day Suspension
6th Offense	3 Day Suspension
7th Offense	5 Day Suspension
8th Offense	7 Day Suspension
9th Offense	10 Day Suspension
10th Offense	15 Day Suspension
11th Offense	20 Day Suspension
12th Offense	Discharge

b. Each day of unauthorized absence shall be considered a separate offense for 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 administered pursuant to Paragraph 9.A above.

d. Discipline will start anew if no offense occurs within a 24-month period. The level of discipline imposed shall be based on a 24-month period from the date of the last occurrence of an unauthorized absence.

10. 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.

11. Employees will be given notice of a suspension on Personnel/Position Action Form (CMS-2) but will be expected to report to work and lose no wages for the days considered paper suspensions; such notice will clearly state this expectation.

## ARTICLE XXVI

### NO STRIKE

Inasmuch as this Agreement provides machinery for the orderly resolution of disputes and inasmuch as there is no provision in law for such action, the Employer and IFPE recognize their responsibility to provide uninterrupted service. Therefore, for the duration of this Agreement:

A. Neither IFPE nor any of its members, individually or collectively, will authorize or support any form of strike or other concerted interruption of operations or services by employees. IFPE acknowledges the Employer has the right to deal with any

such work action through disciplinary action, including discharge of any or all striking employees. IFPE will not resort to the grievance procedure on behalf of such employees.

- B. Upon notification from the Employer by certified mail that any such employees are engaged in such action, IFPE will 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.

## ARTICLE XXVII

### AUTHORITY OF CONTRACT

#### Section 1. Partial Invalidity

Should any part of this Agreement or any provision contained herein be judicially determined to be contrary to law, the remaining portions hereof shall remain in full force and effect.

#### Section 2. Effect of Department of Central Management Services Personnel Rules and Pay Plan

Unless specifically covered by this Agreement, the Rules of the Department of Central Management Services or the Pay Plan shall control. In the event the Director proposes to change an existing Rule or the Pay Plan provisions, IFPE shall be notified and afforded the right to negotiate over the impact of such change on the bargaining unit members as it relates to wages, hours and conditions of employment prior to its submission to the Civil Service Commission or emergency effective date. The Employer agrees to provide IFPE with copies of any amendments, and upon timely request by IFPE, negotiate with IFPE over the impact if any of such amendments when required by the Illinois State Labor Relations Act.

#### Section 3. Increase or Decrease in Fringe Benefits

An increase in fringe benefits granted by the Director of the Department of Central Management Services to employees not covered by this Agreement shall not automatically apply to bargaining unit employees. The Director shall not decrease fringe benefits during the term of this Agreement without first notifying IFPE and negotiating with IFPE over such reductions to the point of mutual agreement. Negotiations shall not be required for non-mandatory subjects of bargaining in accordance with Senate Bill 536, as amended, effective July 1, 1984.

#### Section 4. Obligations to Bargain

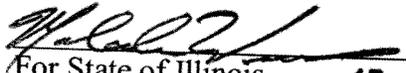
This Agreement represents the entire Agreement of the parties and shall supersede all previous agreements, written or verbal. The parties agree that the provisions of this Agreement shall supersede any provisions of the Rules of the Director relating to any of the subject of collective bargaining contained therein when the provisions of such 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 IFPE, 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.

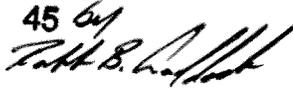
ARTICLE XXVIII

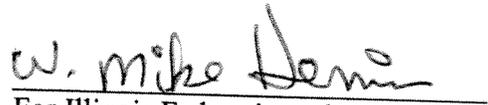
TERMINATION

This Agreement shall be effective as of July 1, 2012, and shall continue in full force and effect until midnight, June 30, 2015 and thereafter from year to year unless not less than 90 calendar days nor more than 180 calendar days prior to the expiration of this Agreement either party gives written notice to the other of its intention to amend or terminate this Agreement. If negotiations extend past the expiration date, this Agreement shall continue in effect subject to the termination by either party by serving a 10 workday written notice.

In witness hereof, the parties have hereto set their signatures on the date first above written.

  
For State of Illinois

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For Illinois Federation of  
Public Employees, Local 4408,  
AFT/AFL-CIO

7/8/13  
Date

07-08-2013  
Date

Joint Labor/Management Advisory Committee on Health Care Benefits MOU

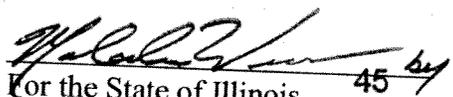
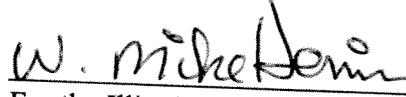
The Joint Labor/Management Advisory Committee on health care benefits shall provide for the development and introduction of value-based benefit design changes for all health plans, with the goal of improving the health of the covered population.

The State agrees to provide a funded position and to budget appropriately to carry out the initiatives of the Committee.

The Committee will be composed of an even number of members, half selected by the State and half selected by a labor union representing state employees.

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 beginning in May 2013 for the previous quarters' costs for fiscal year 2013 and for each subsequent quarter within 60 days of the close of the previous quarter;
- e. The Committee shall be charged with seeking to identify an additional \$30 million in savings across the State Employees Group Insurance Program for FY15.
- f. The Committee shall submit its recommended modifications, if any, to the plan no later than January 31, 2014 in order to provide for review and implementation for the following fiscal year.

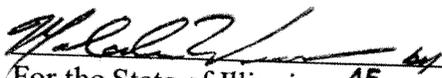
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For the State of Illinois  
  
For the Illinois Federation of  
Public Employees, Local 4408,  
AFT/AFL-CIO

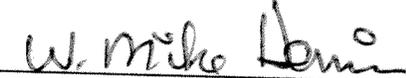
Date 7/8/13

Date 07/08/2013

ARBITRATOR SIDE LETTER

The parties agree to meet in order to establish a list of arbitrators to be used for selection when a grievance is listed for arbitration.

  
For the State of Illinois <sup>45</sup>

  
For the Illinois Federation of Public Employees, Local  
4408, AFT/AFL-CIO

7/8/13  
Date

07/08/2013  
Date