

AGREEMENT

Between

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

And

**The State of Illinois
Department of Central Management Services**

**July 1, 2008 – June 30, 2012
PSA Option 7**

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AGREEMENT

This Agreement is made and entered into this the 1st day of July 2008 by and between The Illinois Departments of Central Management Services, Corrections, Juvenile Justice, Financial and Professional Regulation, and State Police, hereinafter referred to as "Employer" and Laborers' International Union of North America - Illinois State Employees Association, Local 2002 and the Southern and Central Illinois Laborers' District Council hereinafter referred to as "Union", on behalf of the employees in the collective bargaining unit described in Article I of this Agreement.

PURPOSE

Whereas, the Union, was certified by the State of Illinois, Illinois Labor Relations Board - State Panel, on June 8, 2007, in Case No. S-VR-07-004, and on August 14, 2008, in case No. S-UC-(S)-08-402, as the exclusive bargaining representative for the purpose of bargaining for the employees; and

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

Therefore, the following Agreement is entered into.

ARTICLE 1 **RECOGNITION**

Section 1. Recognition

Pursuant to the certification of the Illinois Labor Relations Board dated June 8, 2007, and on August 14, 2008, the Employer recognizes the Laborers' International Union of North America as the sole and exclusive bargaining representative for all DOC/DJJ Shift Commanders/Majors/Chiefs of Security, DOC/DJJ Superintendents, DOC/DJJ Dietary Managers, DOC/DJJ Clinical Services Supervisors, DOC/DJJ Women and Family Service Coordinators, DOC/DJJ Operations Center Supervisors, DOC/DJJ Training Supervisors, ISP Forensic Science Administrators I(s) & II(s), ISP Computer Evidence Recovery Specialist, ISP Criminal Intelligence Analyst Supervisors, ISP Police Lieutenants, and all PSA-Option 7 IDFP employees (herein referred to as "Employee" except where their title needs to be utilized to set them apart) employed by the Illinois Department of Corrections, Illinois Department of Juvenile Justice, Illinois Department of Financial and Professional Regulation and the Illinois State Police, excluding confidential, managerial or non-public employees within the meaning of Section 3(n) of the Illinois Public Labor Relations Act (5 ILCS 315).

Section 2. Successor Classes

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

Section 3. New Classifications - Scope of VR-704 Unit

The Employer agrees to meet and discuss with the Union the inclusion or exclusion of any and all newly instituted job classifications, which may be described within the scope of VR-704 as follows:

A statewide supervisory unit covering certain classifications in the Departments of Corrections, Juvenile Justice, Illinois Department of Financial and Professional Regulation and the Illinois State Police.

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

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

Employees entering the bargaining unit via the unit clarification process shall be placed within the appropriate pay scale effective on the date of the employee's certification by the Illinois Labor Relations Board.

Section 4. Changes in Existing Classifications

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

Section 5. Pay

Employer agrees to negotiate with the Union as to the appropriate pay grade to be assigned to job classifications determined to be in the VR-704 bargaining unit. If no agreement is reached between the parties, the Union shall be allowed to file a grievance in accordance with Article 11 of this Agreement. The grievance shall be filed at step 4 of the grievance procedure. In the event that an appropriate resolution is not reached at step 4, then the issue may be submitted to an arbitrator.

The arbitrator shall determine the reasonableness of the proposed salary grade in relationship to:

- a) The job content and responsibilities attached thereto in comparison with the job content and responsibilities of other position classifications in the classification series and in the bargaining unit;

b) Like positions with similar job content and responsibilities within the labor market generally;

The pay grade originally assigned by the Employer shall remain in effect pending the arbitrator's decision.

Section 6. Integrity of the Bargaining Unit

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

ARTICLE 2 **DEFINITIONS**

1. "Director" refers to the Director of the Illinois Departments of Central Management Services or Department of Corrections, or Department of Juvenile Justice or Department of Financial & Professional Regulation or Illinois State Police as the context may require.
2. "Employer" refers to the Illinois Departments of Central Management Services, or Department of Corrections, or Department of Juvenile Justice or Department of Financial & Professional Regulation or Illinois State Police as the context may require.
3. "Employee" refers to a person employed in the job classifications covered by this Agreement; excluding temporary, emergency, provisional, per diem, confidential or managerial employees.
4. "Probationary employee" refers to an employee in a probationary period as currently administered under the Personnel Rule 302.300; provided, however, that such probationary employees shall have no right to the grievance procedure. A probationary period may be extended up to six (6) months by mutual agreement of the parties.
5. "Workday" shall mean a normal period of seven and one half (7 ½) hours except as otherwise specified herein, which is uninterrupted by any period of time except for breaks and meal periods or leave time.
6. "Union" refers to the Laborers' International Union of North America-Illinois State Employees Association - Local 2002 as the context may require.
7. "Agency" refers to the Illinois Department of Corrections, or Department of Juvenile Justice or Department of Financial & Professional Regulation or Illinois State Police as the context may require.
8. "Intermediate Administrator" shall be defined as the individual with regional, divisional or facility-wide authority who is subordinate to the Agency Head and superior to first-level supervisors outside the bargaining unit. For ISP Forensic, Intermediate Administrator refers to the individual responsible for the Forensic Sciences Command.

ARTICLE 3
MANAGEMENT RIGHTS

Section 1. Rights Residing with the Employer

Except as amended, changed or modified by this Agreement, the Employer retains the exclusive right to manage its operations, determine its policies, budget and operation, 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 and assign employees; to discipline, suspend and discharge for just cause; to relieve employees from duty because of lack of work or other legitimate reasons; to determine the size and composition of the work force, 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 the number of hours of work and shifts per workweek; to establish and change work schedules and assignments; to introduce new methods of operation; to eliminate, contract, and relocate or transfer work and maintain efficiency.

Section 2. Statutory Obligations

Nothing in this Agreement shall be construed to modify, eliminate or detract from the statutory responsibilities and obligations of the Employer except that the exercise of its right in the furtherance of such statutory obligations shall not be in conflict with the provisions of this Agreement.

ARTICLE 4
ACCOUNTABILITY OF SUPERVISORS

Supervisors shall serve, represent and execute such policies, procedures and directives as are deemed necessary and proper to carry out the mission of the Employer as such policies, procedures and directives may be established. Within the scope of these policies, procedures and directives, Supervisors are to prepare, oversee and monitor the performance of Department employees, discipline and evaluate performances of subordinates, and adjust grievances as directed in order to make such recommendations to the Employer.

ARTICLE 5
NON-DISCRIMINATION

Section 1. Prohibition

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

Section 2. Employer's Responsibility

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

Section 3. Union Responsibility

The Union shall not restrain or coerce employees in the exercise of rights guaranteed by this Agreement, or by the Illinois Public Labor Relations Act (5 ILCS 315).

Section 4. Equal Employment / Affirmative Action / ADA / FMLA

The parties recognize the Employer's obligation to comply with federal and state Equal Employment Affirmative Action Laws, the Americans with Disabilities Act and the Family and Medical Leave Act (including intermittent leave as required).

ARTICLE 6 **DUES DEDUCTIONS**

Section 1. Deductions

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

Section 2. Fair Share Defined.

Employees covered by this Agreement who are not members of the Union and paying dues by voluntary payroll deduction pursuant to the provisions contained herein, shall be required to pay a proportionate "fair share" of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment, which have been incurred by the Union in representing such employee without regard to such non-membership. Such "fair share" amount shall be certified by the Union to the Employer prior to it being deducted from the earnings of such non-member employee and shall be remitted to the Union on a semi-monthly basis. The "fair share" amount, as certified by the Union, shall not exceed regular membership dues uniformly required of Union members within the bargaining unit.

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

Any non-member employee who is unable to make his/her fair share payment due to his personal bona fide religious tenets or teachings of a church or religious body of which such employee is a member shall be required to pay an amount equal to their proportionate share to a non-religious charitable organization mutually agreed upon by the employee and the bargaining unit. If the parties are unable to agree on the matter, such payment shall be made to a charitable non-religious organization from an approved list maintained by the Illinois Public Labor Relations Board. Under such circumstances, the Employer shall remit such fair share payment to the selected non-religious charitable organization and supply the Union with receipt of such.

Section 3. Fair Share Objection Procedure:

Step 1. Fair share Objector shall protest fair share deduction in writing to the Illinois State Employees Association, Local 2002, Laborers' International Union of North America Business Manager within fifteen (15) days of receiving annual fair share notice. The objection must state with specificity the challenge and how much of the fair share is being objected to. Such objection shall be by certified mail or in person and in either instance a signed receipt from the Business Manager or their designated representative is required.

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

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

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

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

Section 4. Remittance

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

Section 5. Indemnification

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

ARTICLE 7 **SENIORITY**

Section 1. Definition

Seniority for the purposes stated in this agreement, shall consist of an employee's length of service in his/her covered title. For DOC and DJJ employees this will include past service in titles no longer used such as Correctional Captain and/or any time in a merit compensation PSA Option 7 level supervisory position in DOC. For the ISP Forensic Science Administrators, it will be all time spent as a PSA Option 7 in the Forensic Sciences Command. For the ISP Police Lieutenants, it will be all time spent as a CMS or ISP Police Lieutenant. Seniority ties shall be broken by date of continuous service with the State of Illinois. If two or more employees have the same start date, ties will be broken by lottery.

Effective April 17, 2009, for employees who enter the bargaining unit, seniority shall consist of an employee's continuous service within the bargaining unit.

Section 2. Information

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

Section 3. Termination of Seniority

Seniority shall be terminated when an employee:

- A. voluntarily resigns, provided that he/she is not re-employed within four (4) calendar days;
- B. is discharged, provided that should the employee be returned as a result of an appeal, his/her seniority shall be reinstated;
- C. fails to report to work upon re-employment as provided in Article 15;
- D. is laid off for a period of three (3) years.

ARTICLE 8 **HOURS OF WORK**

Section 1. Limitation

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

Section 2. Definition

The workweek is defined as a regularly re-occurring period of 168 hours consisting of seven (7) consecutive 24-hour periods, except for employees with rotating days off. The employee's normal workweek shall consist of not more than thirty seven and one half (37 ½) hours.

Section 3. Work schedules

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

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

At work locations where there are routine changes in the schedules of days worked, shifts worked and days off, schedules shall be posted at least two weeks in advance of the beginning of the schedule period.

"Consecutive Days and Hours" The regular hours of work each day shall be consecutive and the work week shall consist of five (5) consecutive days beginning with the time the employee starts work on the first day of his/her work week.

"Days Off" Shall be consecutive.

Section 4. Rest Period

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

DOC/DJJ ONLY - Employees shall not be required to work more than two (2) consecutive shifts except in very extreme emergencies and then only after a minimum period of four (4) hours of paid time for sleep and rest.

Section 5. Meal Period

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

Section 6. Days Off – DOC/DJJ ONLY

"Days Off" For employees working within position classifications and at facilities which require continuous coverage, scheduled workdays and scheduled days off shall be consecutive, but may fall on any day of the workweek. Employees within the same general work assignment, same position classification, and same shift may exercise their seniority as defined in Article 7 to retain their current scheduled days off. Scheduled days off shall be assigned by seniority from among employees within the same general work assignment, same classification, and same shift, the most senior employee choosing first. No employee shall be permitted to exercise his/her choice hereunder more than once during each contract year. Requests shall be made in writing to the immediate supervisor at least fifteen (15) days in advance of the time the employee requests a days off change. The employee being displaced by such request shall be given notice of such displacement and the days off change as soon as possible, but not later than ten (10) working days prior to such change. The change of days off shall take place starting with the first day of the bumped employee's workweek. Such change may cause the displacing employee's requested date of change to be delayed, but no later than seven (7) days after the effective date of the change requested. A displaced employee may exercise his/her seniority to displace a junior employee for days off and such employee may give fifteen (15) days notice any time he/she receives notice of the original displacement. Such employee's day off change shall not be deemed or counted as the employee's one choice allowed during the contract year.

ARTICLE 9 **RATES OF PAY**

Section 1. Direct Deposit

All paychecks for employees shall be delivered via direct deposit.

Section 2. Wage Schedule

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

Steps:

Effective July 1, 2009, Step 1c shall be eliminated. All employees on Step 1c shall be placed on Step 1b without a change in creditable service date.

Effective July 1, 2010, Step 1b shall be eliminated. All employees on Step 1b shall be placed on Step 1a without a change in creditable service date.

Effective July 1, 2011, Step 1a shall be eliminated. All employees on Step 1a shall be placed on Step 1 without a change in creditable service date.

General Increases:

- a. Effective January 1, 2009, the pay rates for all bargaining unit classifications and steps shall be increased by 1.50% which rates are set out in Schedule A.
- b. Effective July 1, 2009, the pay rates for all bargaining unit classifications and steps shall be increased by 2.50%, which rates are set out in Schedule A.
- c. Effective January 1, 2010, the pay rates for all bargaining unit classifications and steps shall be increased by 2.00% which rates are set out in Schedule A.
- d. Effective July 1, 2010, the pay rates for all bargaining unit classifications and steps shall be increased by 2.00%, which rates are set out in Schedule A.
- e. Effective January 1, 2011, the pay rates for all bargaining unit classifications and steps shall be increased by 2.00%, which rates are set out in Schedule A.
- f. Effective July 1, 2011, the pay rates for all bargaining unit classifications and steps shall be increased by 4.00%, which rates are set out in Schedule A.
- g. Effective January 1, 2012, the pay rates for all bargaining unit classifications and steps shall be increased by 1.25%, which rates are set out in Schedule A.

Section 3. Step Increases

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.

ARTICLE 10 **PREMIUM PAY**

Section 1. Equivalent Earned Time / Overtime

The Equivalent Earned Time Policy:

1. With prior supervisory approval, employees may receive Equivalent Earned Time (EET) for hours worked in excess of their regularly scheduled workweek.
2. Paid benefit time—sick, personal, vacation, holiday—will count towards meeting an employee's regularly scheduled workweek.
3. EET shall be accrued at straight time only to a rolling maximum balance of 200 hours—an employee cannot exceed a balance of 200 hours of EET at any given time.
4. Existing EET must be utilized and the remaining balance of EET be below 200 hours before additional EET may be earned.
5. EET balances will not expire and may be carried over from one fiscal year to the next. EET will accrue in no less than one half hour increments.
6. EET may be used in one-half hour increments only after one full hour has been used.
7. Time spent in travel outside the normal work schedule shall not be counted toward accrual of EET.

8. EET balances will not be converted to cash payment at any time. EET balances do not transfer with the employee when moving from one agency to another. EET balances do not carry over with the employee if the employee leaves the bargaining unit to a non EET covered position.
9. All accumulated EET prior to July 1, 2010, may be utilized until liquidated.

Effective July 1, 2010, employees authorized to work in excess of their work week shall be paid overtime straight time. Payment shall be in cash or comp time at the discretion of the Employer. Time not taken at the end of the fiscal year shall be liquidated.

Section 2. Holidays

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

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

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

Effective July 1, 2010, in lieu of equivalent time off as provided for in Section 3 below, an employee who works either the actual holiday or the observed holiday may choose to receive double time cash payment, except an employee who works on only Labor Day, Thanksgiving Day or Christmas Day may choose to receive double time and one-half cash payment in lieu of time off. When an employee works on a day on which a holiday falls, either the actual holiday or the observed holiday, he/she shall receive equivalent time off or cash payment in the amounts specified above for any time in excess of his/her regular hours of work.

Section 3. Holiday - Equivalent Time Off

When a holiday falls on an employee's scheduled day off, or an employee works on a holiday, equivalent time off shall be granted within the following twelve (12) month period. Effective July 1, 2009, a holiday shall be granted on the day requested by the employee unless to do so would interfere with the Employer's operation, in which event the employee's next requested day off shall be given or accumulated indefinitely.

Section 4. Holiday - Advance Notice

Employees scheduled to work a holiday shall be given as much advance notice as practicable.

Section 5. Holiday - During Vacation

When a holiday falls on an employee's regularly scheduled work day during the employee's vacation period, the employee will be charged with that holiday and retain the vacation day.

Section 6. Holiday - Eligibility

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

Section 7. Accumulated Holiday Scheduling

Where the Employer is unable to grant the request from all employees within a shift, within a position classification for a particular day off in the utilization of an accumulated holiday under this Article, but is able to grant some (one or more) of such employees such day off, an employee(s) within the position classification shall be granted the requested day off on the basis of seniority provided such senior employee(s) has made such request at least two (2) weeks prior to the requested accumulated holiday off. If no prior request was made within the above time limits, such day off shall be granted in accordance with Section 2 of this Article.

The Employer will, where possible, inform an employee of whether it can grant the request for a particular day off within five (5) days of such request.

Section 8. Holiday Observance

When a holiday falls on a Sunday, the following Monday shall be observed as the holiday. When a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.

Section 9. Holiday - Payment Upon Separation

Upon separation for any reason, the employee shall be paid for all accrued holidays.

Section 10. Shift Differential

Employees shall be paid a shift differential of 75 cents per hour in addition to their base salary rate for all hours worked if their normal work schedule for that day provides that they are scheduled to work and they work half or more of such work hours before 7 a.m. or after 3 p.m.

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

This Section shall not apply to employees who because of "flex-time" scheduling made at their request are scheduled and work hours which would otherwise qualify them for premium pay hereunder.

Section 11. Longevity Pay

An employee on Step 8, having ten (10) years of continuous service and three (3) years creditable service at Step 8, the Step 8 rate shall be increased by \$25 per month. An employee with fifteen (15) years continuous service and three (3) years of creditable service at Step 8, the Step 8 rate shall be increased by \$50 per month

Effective July 1, 2010, the Step 8 rate shall be increased by \$50.00 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 or higher pay grade on or before July 1, 2010. For those employees who attain fifteen (15) years of continuous service and have three (3) or more years of creditable service on Step 8 in the same or higher pay grade on or before July 1, 2010, the Step 8 rate shall be increased by \$75.00 per month.

Section 12. Signing Pay

Eligible employees listed on Appendix B shall receive a one time payment based upon their salary as of June 8, 2007, in the amount of 3% of the annualized salary.

Section 13. Severance Pay

Where a facility closes permanently or a separately appropriated and funded program is permanently terminated, employees affected thereby with two (2) or more years seniority and on the agency's payroll at the time of such closure or termination, or who were previously laid off as a direct result of such closure or termination, not offered another bargaining unit position as defined below within sixty (60) days of such closure or termination and within fifty (50) miles of the employee's work location, shall be offered severance pay in the amount of one (1) month's compensation at their monthly rate of pay in effect at the time of such closure or termination. Provided, however, that an employee who elects to remain on the layoff list for a period in excess of six (6) months, or who obtains another bargaining unit position, or who refuses an appropriate position offered by the Employer within his/her position classification series (or if his/her classification is the only one in its series, within a comparable classification) shall forfeit any severance pay which is due under this Section. If an employee accepts severance pay he/she shall be considered terminated.

ARTICLE 11 **GRIEVANCE PROCEDURE**

Section 1. Definition

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

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

C. Any grievance arising out of the interpretation and/or application of a provision contained within this Agreement shall be heard pursuant to the procedures established herein.

Section 2. Grievance Steps

Step 1. Immediate Supervisor

Within ten (10) working days of the incident giving rise to the grievance, or from the date the

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

DOC/DJJ Only:

Where there is no Employer representative outside the bargaining unit, the employee may file a grievance at Step 2 of the procedure (Warden, Superintendent or designee's).

Step 2. Intermediate Administrator

If dissatisfied with the Step 1 decision, the grievant or the Union may appeal to Step 2 within ten (10) working days of receipt of the Step 1 decision or the date such decision was due, whichever is earlier, by filing a copy of the grievance with the Intermediate Administrator or designee. Failure to file to Step 2 within the prescribed time limits, unless mutually agreed otherwise, shall result in the grievance being resolved pursuant to the Step 1 decision. Once a grievance is advanced, resolution offers from the previous step are considered refused.

Within ten (10) working days of receipt of the grievance, the Intermediate Administrator or designee shall discuss the grievance with the union in an attempt to resolve the grievance. Within five (5) working days from the date of the discussion, the Intermediate Administrator shall issue a written decision and serve a copy on the grievant and on the Union.

Step 3. If dissatisfied with the Step 2 decision, the Union may appeal to Step 3 within five (5) working days of receipt of the Step 2 decision or the date such decision was due, whichever is earliest, by filing a copy of the grievance with the Director or his/her designee. Failure to file to Step 3 within the prescribed time limits, unless mutually agreed otherwise, shall result in the grievance being resolved pursuant to the Step 2 decision. Once a grievance is advanced, resolution offers from the previous step are considered refused. The Director or his/her designee, shall schedule a meeting to discuss the grievance with the Union. Such meeting shall be held within fifteen (15) working days of receipt of the grievance. Within ten (10) working days after such meeting, the Director or his/her designee shall issue a written decision and serve a copy on the Union.

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

- a) Discuss and resolve the grievance; or
- b) Select an arbitrator to hear the grievance and establish, where possible, the hearing date.
- c) Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as

outlined to be submitted to the arbitrator. The Employer or the Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses.

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

The arbitrator shall only have authority to determine compliance or non-compliance with the provisions of this Agreement and shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall only consider and make a decision with respect to the specific issues submitted, and shall have no authority to make a decision on any other issue not so submitted. In the event the arbitrator finds a violation of the terms of this Agreement, he shall fashion an appropriate remedy. The arbitrator shall be without power to make a decision contrary to or inconsistent with or modifying or varying in any way that application of laws and rules and regulations having the force and effect of law.

The arbitrator shall submit in writing his decision within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to written extension thereof. The decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding. The expenses and fees of the arbitrator and the cost of the hearing room shall be paid by the losing party. In cases of split decisions the arbitrator shall determine what portion each party shall be billed for expenses and fees.

Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent arbitrator(s) during the term of the Agreement or to use the expedited arbitration procedures of the Federal Mediation and Conciliation Service.

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

Section 3. Representation

Employees covered by this Agreement shall be represented only by the Union. Such representation shall be permitted at any and all steps of the procedure. Where available, videoconferencing and teleconferencing may be used to conduct grievance meetings by mutual agreement of the parties. The union representatives shall be from the same region or facility as the employee requesting representation, unless the region/facility does not have a representative, the representative is unavailable, or unless mutually agreed otherwise. In any case where an employee represents himself/herself, the final level through which the grievance may be

processed by the employee shall be at Step 2.

Section 4. Time Limits

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

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

C. Grievances concerning suspensions, discharge, demotion, geographic transfer, layoffs and for alleged disciplinary schedule changes shall be initiated at Step 3 of the grievance procedure.

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

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

Section 5. Time Off

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

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

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

Section 6. Number of Grievances

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

Section 7. Stewards and Jurisdictions

The Business Manager of the Local Union may designate one steward at each facility or work location in addition to the Union staff, who are bargaining unit members who are authorized to represent employees. Additional stewards may be agreed to by the Union and Employer.

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

Section 8. Deferral to the Grievance Procedure

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

ARTICLE 12 **DISCIPLINE**

Section 1. Definition

Disciplinary action shall include the following:

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

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

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

An employee shall not be demoted for disciplinary reasons.

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

Section 2. Discipline and Suspension Options

All Employees who do not appeal discipline will be permitted to use accumulated time off, except sick time, to satisfy the period of any suspension of thirty (30) days or less in lieu of days off without pay.

Section 3. Suspension Pending Discharge

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

Section 4. Pre-Disciplinary Meeting

Prior to notifying the employee of the measure of discipline to be imposed, the Employer shall notify the Union and the employee. The Employer shall afford a reasonable opportunity for a meeting with the employee involved and, if requested by the employee, the Union, for the purposes of providing all relevant documentation, contemplated measures of discipline, if possible, and names of witnesses relating to the facts of the charge; and to permit the employee to rebut the charges, if the employee so desires. If the employee does not request Union representation, the Union representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings. The Employer shall provide reasonable notice of such meeting to be held at a mutually agreeable time. If a rebuttal is not presented at the time of the pre-disciplinary meeting, a written rebuttal may be provided within five (5) work days by the employee or the Union.

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

Section 5. Notice of Discipline

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

Section 6. Investigatory Interview

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

Section 7. Removal of Discipline

By written request of the employee, any discipline imposed except suspensions and/or discharges shall be removed from an employee's record if, from the date of the last reprimand or discipline, two (2) years pass without the employee receiving any additional discipline.

Section 8. Administrative Reassignment

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

Section 9. ISP Police Lieutenants (Sworn) Investigations

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

1. All interrogations of Police Lieutenant, other than in the initial stage of the investigation, shall be scheduled at a reasonable time, and preferably be conducted while the officer is on duty, or if feasible, during daylight hours.
2. The interrogation, depending on the allegation, will normally take place at a department facility or other appropriate location.
3. Prior to the interrogation, the officer will be informed of:
 - A. The identity of the person who will be conducting the interrogation;
 - B. The identity of all persons who will be present for the interrogation;
 - C. The statement of the specific allegations made against the Police Lieutenant; and
 - D. The names of the complainants known at the time for investigations performed by the agency.
4. The length of the interrogation will be reasonable, with reasonable interruptions permitted for personal necessities, meals, telephone calls and rest.
5. The Police Lieutenant will be provided, without unnecessary delay, a copy of written statements and recordings he has made.
6. The Police Lieutenant under interrogation shall have the right to have a Union representative present during the interrogation. The Union representative shall not be involved in the incident and must be authorized to act on behalf of Union.
7. No anonymous complaint shall be the sole basis for taking disciplinary action against a Police Lieutenant.
8. The investigation shall not be unreasonably or arbitrarily delayed.
9. Whenever the results of an investigation result in discipline, the officer shall, upon request, be provided the rule(s) violated and the corresponding specifications of the misconduct, to include date, time, location and manner in which the rule was violated.
10. The provisions of this section do not apply to criminal investigations in which the Department acts in its capacity as a law enforcement agency to investigate potential violations of criminal law.

Section 10. Polygraphs

No employee may be required to take polygraph examination as a condition of retaining employment with the Employer nor shall be subject to discipline for refusal to take such. A Union representative may accompany a bargaining unit employee to a polygraph examination and may

review the polygraph questions, but may not be present during the actual administration of a polygraph examination.

The employee shall be provided with a copy of the results of the report of that polygraph examination and a copy of the conclusions reached by the examiner following the conclusion of the investigation.

ARTICLE 13 **LEAVES OF ABSENCE**

Section 1. Leave for Personal Business

All employees shall be permitted three (3) personal business days off each calendar year with pay. Employees entitled to receive such leave who enter service during the year shall be given credit for such leave at the rate of one-half ($\frac{1}{2}$) day for each two (2) months service for the calendar year in which hired. Such personal leave may not be used taken in increments of less than two (2) hours at a time Supervisors may however, grant employee requests to use personal leave in increments of fifteen (15) minutes after a minimum use of one-half ($\frac{1}{2}$) hour. Except for those emergency situations which preclude the making of prior arrangements, such days off shall be scheduled sufficiently in advance to be consistent with operating needs of the Employer.

Personal leave shall not accumulate from calendar year to calendar year; nor shall any employee be entitled to payment for unused personal leave upon separation from the service except as provided by law and/or Personnel Rule.

Section 2. Leaves of Absence Without Pay

Unless otherwise provided in the Personnel rules and with the prior approval of the Director, the agency may grant leaves of absence without pay to employees for periods not to exceed six (6) months. Such leaves may be extended or good cause for additional six (6) month periods with the Director's approval.

Any employee, except an employee in a position or program financed in whole or in part by loans or grants made by the United States or any Federal agency, who is elected to state office, shall, upon request, be granted a leave of absence for the duration of the elected terms.

Section 3. Disability Leave

A. An employee who is unable to perform a substantial portion of his/her regularly assigned duties due to temporary physical or mental disability shall upon request be granted a leave for the duration of such disability,

B. In granting such leave or use of sick leave provided in Personnel Rule 303.90, the employer shall apply the following standards:

1. A substantial portion of regularly assigned duties shall be those duties or responsibilities normally performed by the employee which constitute a significant portion of the

employee's time or which constitute the differentiating factors which identify that particular position from other positions, provided the balance of duties can be reassigned by the agency;

2. A request for disability leave shall be in writing except when the agency is advised by other appropriate means of the employees disability in which event the employee's signature is not required;
3. Except for service-connected disability as provided in Personnel Rule 303.135, the employee shall have exhausted available sick leave provided under Personnel Rule 303.90 prior to being granted a disability leave; an employee may use other accrued paid time for this purpose but is not required to do so;
4. During a disability leave, the disabled employee shall provide written verification by a person licensed under the "Medical Practices Act" (225 ILCS 60 et seq.) or under similar laws of Illinois or of other states or countries or by an individual authorized by a recognized religious denomination to treat by prayer or spiritual means; such verification shall show the diagnosis, prognosis and expected duration of the disability; such verification shall be made no less often than every 30 days during a period of disability, unless the nature of the disability precludes the need for such frequency of verification;
5. As soon as an employee becomes aware of an impending period of disability, he/she shall notify the appropriate supervisor of such disability and provide a written statement by the attending physician of the approximate date the employee will be unable to perform his/her regularly assigned duties.
6. If the agency has reason to believe that the employee is able or unable to perform a substantial portion of his/her regularly assigned duties, it may seek and rely upon the decision of an impartial physician chosen by agreement of the parties or in the absence of such agreement upon the decision of an impartial physician who is not a State employee and who is selected by the Director.

C. Failure of an employee to provide verification of continued disability upon reasonable request shall on due notice cause termination of such leave.

D. An employee's disability leave shall terminate when said employee is no longer temporarily disabled from performing his/her regularly assigned duties.

1. An employee is no longer temporarily disabled when he/she is able to perform his/her regularly assigned duties upon advice or the appropriate authority or, in the absence of such authority, the attending physician.
2. An employee is no longer temporarily disabled when he/she is found to be permanently disabled and unable to perform a substantial or significant portion of his/her regularly assigned duties by the appropriate authority, or in the absence of such authority, by the attending physician.
3. In determining whether to approve a requested discharge of an employee for failure to

return from a disability leave or for physical inability to perform the duties of a position, the Director may seek and rely upon the advice of the State Employees' Retirement System or other appropriate authority, including an impartial physician selected in accordance with Personnel Rule 303.145 B. (See B 6 above)

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1. An employee who returns from a disability leave of six (6) months or less shall be returned by the agency to the same or similar position in the same classification in which the employee was incumbent at the time the leave commenced.
 2. An employee who returns from a disability leave exceeding six (6) months and there is no vacant position available in the same classification held by the employee at the commencement of such leave may be laid off in accordance with the Personnel Rules on Voluntary Reduction and Layoff, unless such leave resulted from service- connected disability, in which case the employee shall be returned to employment as in E 1 above.

Section 4. Employee Rights After Leave

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

Section 5. Failure to Return

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

Section 6. Leave to Take Exempt Position

The Director may approve leaves of absence for certified employees who accept appointment in a position which is exempt from Jurisdiction B of the Personnel Code. Such leaves of absence may be for a period of one year or less and may be extended for additional one-year periods. At the expiration thereof, an employee shall be restored to the same or similar position upon making application to the employing agency with continuous service including the period of such leave.

Section 7. Military and Peace Corps Leave

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

Section 8. Military Reserve Training and Emergency Call Up Pay Policy

A. Any full-time employee who is a member of a reserve component of the Armed Services, the Illinois National Guard or the Illinois Naval Militia, shall be allowed annual leave with pay for one

full pay period and such additions or extensions to fulfill the military reserve obligation. Such leaves will be granted without loss of seniority or other accrued benefits.

B. In the case of an emergency call-up (or order to State active duty) by the Governor, the leave shall be granted for the duration of said emergency with pay and without loss of seniority or other accrued benefits. Military earning for the emergency call-up paid under the Illinois Military Code must be submitted and assigned to the agency, and the agency shall return it to the payroll fund from which the employee's payroll check was drawn. If military pay exceeds the employee's earnings for the period, the agency shall return the difference to the employee.

C. To be eligible for military reserve leave or emergency call-up pay, the employee must provide the agency with a certificate from the commanding officer of his/her unit that the leave taken was for either such purpose.

D. Any full-time employee who is a member of any reserve component of the United States Armed Forces or any reserve component of the Illinois State Militia shall be granted leave from state employment for any period actively spent in such military service including basic training and special or advanced training, whether or not within the State and whether or not voluntary.

E. During such basic training and up to 60 days if special or advance training, if such employee's compensation for military activities is less than his/her compensation as a State employee, he shall receive his regular compensation as a State employee minus the amount of his base pay for military activities. During such training, the employee's seniority and other benefits shall continue to accrue.

Section 9. Leave for Military Physical Examinations

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

Section 10. Attendance in Court

Any employee called for jury duty or subpoenaed by any legislative, judicial, or administrative tribunal, shall be allowed time away from work without loss of pay during his/her working hours for such purposes. An employee subpoenaed by any legislative, judicial or administrative tribunal for non-work related personal litigation shall be granted benefit time, if such time is available and consistent with operational needs. If benefit time is not available, the employee shall be granted an unpaid leave. Upon receiving the sum paid for jury service or witness fee, the employee shall submit the warrant, or its equivalent, to the agency to be returned to the fund in the State Treasury from which the original payroll warrant was drawn. Provided, however, an employee may elect to fulfill such call or subpoena on accrued time off and personal leave and retain the full amount received for such service.

Section 11. Maternity/Paternity Leave

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

All bargaining unit members are eligible for four (4) weeks (20 days) of paid leave with a new adoption, with the leave to commence when physical custody of the child has been granted to the member, provided that the member can show that the formal adoption process is underway. The agency personnel office must be notified, and the member must submit proof that the adoption has been initiated. Adoption leave shall be limited to one (1) leave per family per year. Employees are not eligible for the above referenced leave in the event the adoption is for a child with whom the employee has previously established residency.

Section 12. Disaster Service Volunteer Leave

Pursuant to Public Act 87-638, an employee who is a certified disaster service volunteer of the American Red Cross may be granted leave from his/her work without loss of pay for not more than 20 working days in any 12 month period. Such leave shall be for the purpose of participating in specialized disaster relief services for the American Red Cross in the State of Illinois. The leave shall be at the request of the American Red Cross and subject to approval of the employee's agency director.

Section 13. Treatment of Seniority

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

ARTICLE 14 **SICK LEAVE AND ILLNESS AND INJURY LEAVE**

Section 1. Sick Leave

All employees shall accumulate paid sick leave at the rate of one (1) day for each month's service during their current period of continuous service. Sick leave may be used for illness, disability, or injury of the employee, appointments with doctor, dentist, or other professional medical practitioner, and for not more than 30 days in one (1) calendar year in the event of serious illness, disability, injury, or death of a member of an employee's immediate family or household. For

purposes of definition, the "immediate family or household" shall be husband, wife, mother, father, brother, sister, children or any relative or person living in the employee' household from whom the employee has custodial responsibility or where such person is financially and emotionally dependent on the employee and where the presence of the employee is needed. Such days may be used in increments of fifteen (15) minutes after a minimum use of one-half (1/2) hour. The Employer will not discipline an employee for legitimate use of sick days if taken with procedural guidelines. Evidence of illness, including doctor's statement, may be required where the Employer may have reason to believe that such leave days were not used for the purpose herein set forth. For periods of absence for more than ten (10) consecutive workdays, the employee shall provide verification for such absence in accordance with the provisions of Personnel Rule 303.145. Sick leave may also be used in the event of death of grand relations and parent and child-in-laws. Visit of four (4) days per year to a veterans hospital for examination needed because of military service-connected disability shall be in pay status without charge to Sick leave.

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

Section 2. Accumulation of Sick Leave

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

Section 3. Advancement of Sick Leave

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

Section 4. Illness or Injury Leave

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

Section 5. Proof of Illness or Injury Status

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

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

ARTICLE 15 **LAYOFF**

Section 1. Application of Layoff

The Union recognizes the right of the Employer to layoff employees for reasons of lack of funds or work, abolition of a position, or material change in duties or organization.

Section 2. Layoff Procedure

Layoffs shall be by position classification in the appropriate organizational unit. Employees shall be laid off in inverse order of seniority, as defined in Article 7 of this agreement unless a less senior employee has demonstrably superior skill and ability to perform the work required in the position classification.

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

Section 3. Notice of Layoff

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

Section 4. Bumping in Lieu of Layoff

Any employee who is targeted for layoff shall first have the opportunity to bump the least senior employee within the work location of the same agency of the Employer, provided they are qualified and eligible for the position. Work location for bumping purposes is defined as the identified agency's facility or local office. If there is no bump available at the work location, the employee may bump into the district/region as defined below. In the event that an employee

waives or refuses to accept an available bump or available vacancy under this provision the employee shall be laid-off.

ISP Forensic Regions:

- Region 1: Westchester Forensic Science Laboratory
Forensic Science Center at Chicago
Joliet Forensic Science Laboratory
Rockford Forensic Science Laboratory
- Region 2: Morton Forensic Science Laboratory
Springfield Forensic Science Laboratory
Research and Development Laboratory
Forensic Sciences Command HQ
- Region 3: Metro-East Forensic Science Laboratory
Southern Illinois Forensic Science Centre
- Region 4: Statewide Training Unit

DJJ Regions:

- Region 1: Facilities north of I-80
- Region 2: Facilities south of I-80

DOC Districts:

DOC Districts shall be defined per map in Appendix C.

Community Corrections and Women and Family Services Facilities shall fall within the district in which it is geographically located as defined in Appendix C.

For layoff purposes only, should the Employer determine to change the definition of Regions or Districts, the Employer shall notify the union and upon timely request by the union negotiate the proposed changes.

Section 5. Transfer In Lieu of Layoff

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

An employee who meets the criteria below will be offered an opportunity to accept a vacancy in another State agency, for which he/she is qualified, provided:

- The employee had neither a bumping option or an opportunity to accept a vacancy within his/her agency or
- The employee's bump option or agency vacancy acceptance would result in a two (2) or more pay grade reduction

An employee may select such a vacancy in a classification that is at or below his/her current classification and pay grade provided the employee has been deemed qualified for the vacancy. All such vacancies will be offered in seniority order.

ISP Forensics Only:

A Forensic Science Administrator who is subject to layoff must first select a lateral vacancy in which they are qualified from within the region which they are being laid off. If no vacancy exists within the region of the layoff, the employee may select from other available lateral vacancies which they qualify from within the agency.

Refusal to accept such offer will not impair the employee's right to re-employment provided in Section 6 of this Article. The parties recognize that promotion is not an option in the layoff process.

Section 6. Re-Employment

- A. When permanent vacancies occur within any position classification covered by this agreement, prior to filling such vacancies by any other means, the Employer shall re-employ laid off employees to such position classification pursuant to re-employment, Section 302.570 of the CMS Personnel Rules. Re-employment lists shall be by other geographical areas as defined in Section 4 of this Article as regions/districts.
- B. A laid off employee who fails to respond within ten (10) workdays of the re-employment, or upon acceptance fails to be available for work within the time agreed to by Employer which shall not be less than five (5) days, shall forfeit all re-employment rights.
- C. Employee's right to re-employment shall exist for a period of three (3) years from the effective date of layoff.

Section 7. Temporary Layoff

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

Section 8. Closure of a Facility

It is understood by the parties that within sixty (60) days of the Employer's announcement of the closure or conversion of a facility or work site, the parties agree to negotiate over such matters that may impact upon employees covered by this agreement on questions of wages, hours and other conditions of employment.

Section 9. Seniority During Layoff

An employee laid off shall retain and accumulate seniority and continuous service during such layoff not to exceed three (3) years. Such period of time may be extended by mutual agreement of the parties.

ARTICLE 16 VACATIONS

Section 1. Amounts

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

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

- a) From the date of hire until the completion of five (5) years of continuous service: ten (10) workdays per year.
- b) From the completion of five (5) years continuous service until the completion of nine (9) years of continuous service: fifteen (15) workdays per year.
- c) From the completion of nine (9) years of continuous service until the completion of fourteen (14) years of continuous service: seventeen (17) workdays per year.
- d) From the completion of fourteen (14) years of continuous service until the completion of nineteen (19) years of continuous service: twenty (20) workdays per year.
- e) From the completion of nineteen (19) years of continuous service until the completion of twenty-five (25) Years of continuous service: twenty-two (22) workdays per year.
- f) From the completion of twenty-five (25) years of continuous service: twenty-five (25) workdays per year.

Section 2. Vacation Time

Subject to operational needs, vacation time must be requested and approved in advance of the time period requested. Vacation may be taken in increments of not less than one-half (1/2) hour after a minimum use of one hour. Supervisors may however, grant employee requests to use vacation time in smaller increments of fifteen (15) minutes after a minimum use of one-half (1/2) hour. Vacation time shall not be accumulated for more than 24 months after the end of the calendar year in which it is earned. Vacation time earned shall be computed in workdays.

Section 3. Interrupted Service

Computation of vacation time of state employees who have interrupted continuous state service shall be determined as though all previous state service which qualified for earning of vacation benefits is continuous with present service.

Section 4. Vacation Scheduling

The Employer, unless emergency needs dictate otherwise, shall not change an employee's

vacation once it has been approved. By January 31 of each calendar year, employees may submit up to three (3) requests for preferred vacation time periods. Such requests shall be approved or denied by March 1 of each calendar year. In establishing vacation schedules, the agency shall consider both the employee's preference and the operating needs of the agency. Where the agency, based on operational needs, is unable to grant and schedule the vacation preference for all the employees within a Region or operations unit, but is able to grant some of such (one or more) vacation preferences, such approval shall be on the basis of seniority. After all requests received by January 31 have been granted or denied, vacation requests shall be considered in the order in which they are received.

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

Section 5. Vacation Request Action

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

Section 6. Vacation Payment

If due to operational needs, the Employer cannot grant an employee's request for vacation time within the 24 month period after the expiration of the calendar year such time was earned, such vacation time shall be liquidated in cash at straight time provided the employee has made at least three (3) separate requests with at least five (5) days between each requested time period, for such time within the calendar year preceding liquidation.

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

ARTICLE 17 **TEMPORARY ASSIGNMENT**

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

- A. Be assigned and be held accountable, by the Employer, to assume the duties and responsibilities of a higher position classification.
- B. Perform a preponderance of duties and responsibilities which distinguish the higher level position.
- C. Perform duties and responsibilities not provided for in their regular position classification.

An employee temporarily assigned to the duties of a position classification in an equal or lower pay grade than his/her permanent position classification shall be paid his/her permanent position

classification rate. If the employee is temporarily assigned to a position classification having a higher pay grade than his/her permanent position classification the employee shall be paid as if he/she had received a promotion into such higher pay grade.

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

When the Employer makes a temporary assignment, it will give notice to the employee of the anticipated length of the assignment and extensions thereof. An employee's refusal to take a temporary assignment which is anticipated to last more than six (6) months will not subject the employee to discipline.

ARTICLE 18 **WORK RULES**

Section 1. Definition

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

Section 2. Notice

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

Section 3. Procedural Work Rules

Any changes in the current or future rules of procedure not governing an employee's personal conduct that impact the bargaining unit shall be provided to the employees and Union at least ten (10) working days prior to the effective date, whenever possible. Upon receipt of such changes, the Union may request to negotiate the impact of the change(s).

Section 4. State Officials and Employees Ethics Act

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

ARTICLE 19
CLOTHING AND EQUIPMENT

Section 1. General Provisions

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

Section 2. For ISP Police Lieutenants, Uniform Allowance

A \$400 annual uniform allowance for dry cleaning ISP provided uniforms shall be given at the beginning of each fiscal year.

ARTICLE 20
FILLING OF VACANCIES

Section 1. Policy

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

Section 2. Position

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

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 reduction in lieu of layoff, pursuant to a layoff plan, shall not be considered permanent vacancies for the purpose of this Article.

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

Section 4. Pre-Selection Background Checks and Drug Testing

For new hires or employees entering the bargaining unit, failure to pass a background check and/or drug test shall disqualify an individual for selection and may subject the employee to discipline.

ARTICLE 21 **GEOGRAPHICAL TRANSFER**

In the event a geographic transfer under Central Management Services Personnel Rule 302.430 is required, such geographic transfer shall be done in accordance in the Personnel Rules. The least senior employee in the affected classification shall be required to take such transfer if there are no volunteers.

Employee requested geographical transfers shall be done in accordance with CMS Personnel Rule 302.435.

ARTICLE 22 **HEALTH INSURANCE AND PENSIONS**

During the term of this Agreement, the Employer shall continue in effect, and the employees shall enjoy the benefits, rights and obligations of (a) the Group Insurance Health and Life Plan applicable to all Illinois State employees pursuant to the provisions of the State Employees Group Insurance Act of 1971 (Public Act 77-476) and as amended or superseded. Employee health care benefits shall be as set forth in the employee benefits handbook.

During the term of this Agreement, the Employer shall continue in effect, and the employees shall enjoy the benefits, rights and obligations of the retirement program provided in the Public Act 90-65.

ARTICLE 23 **LABOR MANAGEMENT MEETINGS**

Section 1. General

The Employer shall meet with Union representatives and/or staff in labor management meetings on an annual basis, per Agency. Either party may call an "occasional" labor management meeting at other times, as circumstances require, not to exceed quarterly per Agency. Items to be included on the agenda for the aforementioned labor management meetings are to be submitted to the

respective parties at least five (5) working days in advance of the scheduled dates of the meeting if possible. The meeting shall be limited to, the following items:

- A. Discussion of the administration of this Agreement.
- B. Dissemination of general information of interest to the parties.
- C. Providing an opportunity to express various views and to make suggestions on subjects of mutual interest.
- D. Discussion of changes in non-bargaining conditions of employment contemplated by management which may affect the employees in the bargaining unit

Section 2. Attendance at the Annual Meeting

The Employer shall allow up to three (3) bargaining unit employees per title to attend the annual labor management meetings without loss of pay for their normal work hours. Attendance at such meetings shall not be unreasonably denied, but shall not interfere with the agency's operations. Travel expenses associated with these meetings shall be the responsibility of the employee.

Section 3. Attendance at Occasional Meeting

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

ARTICLE 24
UNION RIGHTS

Section 1. Access to State Premises by the Union

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

Section 2. Bulletin Boards

The Union may provide bulletin boards in various work locations of each agency. The number, size, and location of each shall be decided by the parties in local level negotiations. The items posted shall not be political, partisan, or defamatory in nature and Employer reserves the right to remove this type of posting.

Section 3. Information Provided to the Union

If requested, the Employer shall notify the Union in writing of any of the following personnel transactions which have taken place involving bargaining unit employees:

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

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

Section 4. Non-Preferential Treatment

Those employees designated as stewards and/or the Union representatives shall not receive preferential treatment. The Employer agrees that such employees shall be reassigned because of operational needs only and not because of legitimate Union activities.

Section 5. Leaves to Attend Union Meetings

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

Section 6. Leaves to Conduct the Union Business

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

Section 7. Union Agent of Record

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

Section 8. Union Orientation

The union shall be permitted to conduct an orientation program of new employees and current employees who transferred to a different agency.

ARTICLE 25
TRAINING

Section 1. Training

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

ARTICLE 26
PERSONNEL FILES

Section 1. Number and type

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

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

Section 2. Employee Notification

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

Section 3. Counseling Session Notations

Copies of notations of counseling session shall not be placed in an employee's personnel file unless such session is part of a disciplinary action taken against an employee.

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

ARTICLE 27
EVALUATIONS

Section 1. Informal Conferences

The Union and the Employer encourage periodic informal evaluation conferences between the employee and his/her supervisor to discuss work performance, job satisfaction, work related problems and the work environment. If work performance problems are identified, the supervisor shall offer constructive suggestions and shall attempt to aid the employee in resolving the problem.

Section 2. Written Evaluations

It is the intent of the Employer to conduct ongoing evaluations as provided in Section 1 above. However, the Employer shall prepare two (2) written evaluations on employees who are serving an original probation or a probation as a result of promotion - one evaluation at the midpoint of the probationary period and one two (2) weeks prior to the end point of such probation. In addition, the Employer may prepare periodic evaluations of certified employees.

Except where present practice provides otherwise, written evaluations shall be prepared by the employee's supervisor who is outside the bargaining unit and who either has first-hand knowledge of the employee's work or has discussed and received recommendations from someone who does. The evaluation shall be limited to the employee's performance of the duties assigned and factors related thereto. The evaluation shall be discussed with the employee, and the employee shall be given a copy immediately after completion and shall sign the evaluation as recognition of having read it. Such signature shall not constitute agreement with the evaluation. Upon an employee's request, the notation of discipline shall be corrected or amended in the performance evaluation, based upon any applicable grievance resolution. If a notation of discipline is included in a performance evaluation, which may be a copy of the actual discipline, it shall only be included on a separate sheet of paper and shall be removed consistent with the terms set forth in Article 12.

The performance evaluation may be adjusted by upper levels of supervision with the understanding that such changes shall be discussed with the employee and the employee shall be given the opportunity to not concur and/or comment on the appropriate section of the evaluation form regarding the changes and shall be given a copy of the revised evaluation. At any point changes are made to the evaluation, an employee has the right to grieve the evaluation.

ARTICLE 28
MISCELLANEOUS

Section 1. Distribution of Contract

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

Section 2. Safety and Health

The Employer shall attempt to provide a safe and healthy place within which employees shall work. Labor management meetings shall be used to review and suggest health and safety measures to be implemented. All work sites and vehicles shall be smoke-free.

Section 3. Assignment within Classification Specification

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

Section 4. Notification of Leave Balances

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

Section 5. Fitness for Duty

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

When the Employer has requested a fitness for duty evaluation which determines the employee is unfit for duty and the employee's physician certifies the employee is fit for duty, the Employer may rely upon the decision of an impartial physician from SERS (State Employee Retirement System) for the employee's fitness for duty. Such examination shall be paid for by the Employer.

Section 6. Rehabilitation

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

ARTICLE 29 **NO STRIKE – NO LOCKOUT PROVISION**

Section 1. No Strike

During the term of this Agreement there shall be no strikes, work stoppages or slow downs. No officer or representative of the Union shall authorize, institute, instigate, aid or condone any such activities.

Section 2. Employer/Employee Rights

The Employer has the right to discipline, up to and including discharge, its employees for violating the provisions of this Article.

Section 3. No Lockout

No lockout of employees shall be instituted by the Employer or their representatives during the term of this Agreement.

ARTICLE 30 **AUTHORITY OF CONTRACT**

Section 1. Partial Invalidity

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

Section 2. Effect of Department of Central Management Services Rules

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

Section 3. Increase or Decrease in Benefits

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

In the event of any decrease in the number of holidays, vacation days, sick days or other non-wage economic benefits such decrease will not be made applicable to this bargaining unit. If the Employer desires to decrease such benefits the Employer shall request a meeting with the Union to negotiate over desired decrease to such benefits.

Section 4. Entire Agreement

This Agreement represents the entire Agreement of the parties and shall supersede all previous agreements, written or verbal. Where past practice directly conflicts with the express terms of the contract, the contract shall prevail. The parties agree that the provisions of this Agreement shall supersede any provisions of the Personnel Rules of the Director relating to any of the subjects of collective bargaining contained therein when the provisions of such Personnel Rules differ with this Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the term of this Agreement and any extension, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may

not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 31
TERMINATION

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

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

For the State of Illinois

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

Date

Date

For the Southern and Central Illinois Laborers'
District Council

Date