

**AGREEMENT**

**For CU-500**

**Between**

**STATE OF ILLINOIS  
DEPARTMENT OF CENTRAL MANAGEMENT SERVICES  
DEPARTMENT OF CORRECTIONS,**

**And**

**DEPARTMENT OF JUVENILE JUSTICE**

**And**

**AMERICAN FEDERATION OF STATE, COUNTY,  
AND MUNICIPAL EMPLOYEES (AFSCME),**

**AFL-CIO**

**JULY 1, 2008 to JUNE 30, 2012**

**TABLE OF CONTENTS**

<b>AGREEMENT/PREAMBLE</b> .....	<b>1</b>
<b>I RECOGNITION</b> .....	<b>2</b>
Section 1 Recognition .....	2
Section 2 Abolition or Merger of Job Classification .....	2
Section 3 Union Exclusivity .....	3
Section 4 Integrity of the Bargaining Unit ....	3
<b>II MANAGEMENT RIGHTS</b> .....	<b>4</b>
Section 1 Rights Residing in Management .....	4
Section 2 Statutory Obligations .....	4
<b>III NON-DISCRIMINATION</b> .....	<b>5</b>
Section 1 Prohibition against Discrimination .....	5
Section 2 Union Activity .....	5
Section 3 Membership Solicitation .....	5
Section 4 Equal Employment/ Affirmative Action .....	5
<b>IV FAIR SHARE</b> .....	<b>6</b>
<b>V GRIEVANCE PROCEDURE</b> .....	<b>7</b>
Section 1 Grievance .....	7
Section 2 Grievance Steps .....	8
Step 1 Immediate Supervisor.....	8
Step 2 Intermediate Administrator.....	9
Step 3 Agency Head.....	9
Step 4 .....	10
Section 3 Time Limits .....	14
Section 4 Time Off, Meeting Space and Telephone Use .....	15

	Section 5	Advanced Grievance Step Filing .....	16
	Section 6	Pertinent Witnesses and Information .....	17
<b>VI</b>	<b>UNION RIGHTS</b>	.....	<b>18</b>
	Section 1	Union (CU-500) Representation .....	18
	Section 2	Union Activity During Working Hours .....	18
	Section 3	Union Bulletin Boards .....	19
	Section 4	Information Provided to Union .....	19
	Section 5	Number and Identification of Representatives .....	20
	Section 6	Time Off for Union Activities .....	20
<b>VII</b>	<b>UNION/FACILITY HEAD MEETINGS</b>	.....	<b>22</b>
<b>VIII</b>	<b>WORK RULES</b>	.....	<b>22</b>
	Section 1	.....	22
	Section 2	Rules of Personal Conduct .....	22
	Section 3	Procedural Work Rules .....	22
<b>IX</b>	<b>DISCIPLINE</b>	.....	<b>23</b>
	Section 1	Definition .....	23
	Section 2	Manner of Discipline .....	23
	Section 3	Suspension Pending Discharge .....	24
	Section 4	Pre-Disciplinary Meeting .....	24
	Section 5	Oral Reprimands .....	25
	Section 6	Notification and Measure of Disciplinary Action .....	25
	Section 7	Removal of Discipline .....	27
	Section 8	Polygraph .....	27
	Section 9	Representation .....	28
<b>X</b>	<b>VACATIONS</b>	.....	<b>29</b>
	Section 1	Amounts .....	29
	Section 2	Vacation Time .....	30
	Section 3	Interrupted Service .....	30
	Section 4	Part-Time Employees .....	31
		(ii)	
	Section 5	Vacation Schedules .....	31
	Section 6	Vacation Schedules by Seniority .....	31
	Section 7	Payment in Lieu of Vacation .....	32
	Section 8	Payment on Death of Employee .....	33
	Section 9	Disposition of Work during Vacation .	33

<b>XI</b>	<b>HOLIDAYS</b> .....	<b>34</b>
	Section 1	Amounts ..... 34
	Section 2	Equivalent Time Off ..... 34
	Section 3	Cash Payment ..... 35
	Section 4	Advance Notice ..... 35
	Section 5	Holiday during Vacation ..... 35
	Section 6	Eligibility ..... 36
	Section 7	Accumulated Holiday Scheduling ..... 36
	Section 8	Holiday Observance ..... 36
	Section 9	Payment upon Separation ..... 37
<b>XII</b>	<b>HOURS OF WORK AND OVERTIME</b> .....	<b>38</b>
	Section 1	General Provisions ..... 38
	Section 2	Overtime ..... 39
	Section 3	Call-Back Pay ..... 40
	Section 4	Stand-By Pay ..... 40
	Section 5	Miscellaneous ..... 41
	Section 6	Daylight Savings Time ..... 41
	Section 7	Alternate Work Schedules ..... 41
<b>XIII</b>	<b>INSURANCE, PENSION, EMPLOYEE ASSISTANCE AND INDEMNIFICATION</b> .....	<b>42</b>
	Section 1	Health Insurance ..... 42
	Section 2	HMO's ..... 42
	Section 3	Pensions ..... 42
	Section 4	Employee Assistance Program ..... 44
	Section 5	Indemnification ..... 45
<b>XIV</b>	<b>TEMPORARY ASSIGNMENT</b> .....	<b>46</b>
	Section 1	Temporary Assignment ..... 46
		(iii)
	Section 2	Time Limits ..... 46
	Section 3	Use of Benefit Time ..... 47
<b>XV</b>	<b>UPWARD MOBILITY PROGRAM</b> .....	<b>48</b>
<b>XVI</b>	<b>SENIORITY</b> .....	<b>49</b>
	Section 1	Definition ..... 49
	Section 2	Application ..... 49
	Section 3	Seniority Tie-Breaking ..... 49
<b>XVII</b>	<b>FILLING OF VACANCIES DAYS OFF, SHIFT ASSIGNMENT, WORK SCHEDULES, AND TRANSFER RIGHTS</b> .....	<b>50</b>

	Section 1	Definition of a Permanent Vacancy ..	50
	Section 2	Posting .....	51
	Section 3	Days Off .....	52
	Section 4	Parallel Pay Grade and Voluntary Reduction .....	53
	Section 5	Shift Preference .....	54
	Section 6	Work Schedules .....	56
	Section 7	Transfer to New Institutions .....	
		to Fill Initial Staffing .....	57
<b>XVIII</b>	<b>LAYOFF</b> .....		<b>60</b>
	Section 1	Layoff .....	60
	Section 2	Notice .....	61
	Section 3	Recall .....	61
<b>XIX</b>	<b>LEAVES OF ABSENCE</b> .....		<b>63</b>
	Section 1	General Leave .....	63
	Section 2	Leave for Elected Office .....	63
	Section 3	Educational Leave .....	63
	Section 4	Veterans' Leave .....	64
	Section 5	Military Reserve Training and Emergency Call-up .....	64
	Section 6	Peace or Job Corps Leave .....	65
	Section 7	Adoption Leave .....	65
	Section 8	Child Care Leave .....	66
	Section 9	Family Responsibility Leave .....	66
	Section 10	Leave for Union Office .....	70
	Section 11	Leave to Take Exempt Position...	71
		(iv)	
	Section 12	Attendance in Court .....	71
	Section 13	Leave to Attend Professional Meetings .....	71
	Section 14	Leave for Personal Business .....	72
	Section 15	Sick Leave .....	73
	Section 16	Payment in Lieu of Sick Leave .....	75
	Section 17	Carry-Over .....	77
	Section 18	Advances .....	77
	Section 19	Service-Connected Injury and Illness .....	77
	Section 20	Alternative Employment Program .....	78
	Section 21	Illness or Injury Leave .....	78
	Section 22	Treatment of Seniority .....	78
	Section 23	Employee Rights after Leave .....	79
	Section 24	Failure to Return from Leave .....	79
	Section 25	Resolution of Leave Disputes .....	79

<b>XX</b>	<b>PERSONNEL FILES</b> .....	<b>80</b>
	Section 1    Number, Type and Content .....	80
	Section 2    Supervisor's Files .....	80
	Section 3    Employee Review .....	80
	Section 4    Employee Notification .....	81
	Section 5    Non-Job Related Information .....	81
	Section 6    Telephone Numbers .....	81
	Section 7    Privacy .....	81
<b>XXI</b>	<b>EVALUATIONS</b> .....	<b>83</b>
	Section 1    Informal Conferences .....	83
	Section 2    Written Evaluations .....	83
<b>XXII</b>	<b>EMPLOYEE DEVELOPMENT AND TRAINING</b> .....	<b>85</b>
	Section 1    Policy .....	85
	Section 2    Courses of Instruction .....	85
	Section 3    Trainee Programs .....	85
	Section 4    Opportunities for Employees with Disabilities .....	86
	Section 5    Training Information .....	86
	Section 6    Grades .....	86
<b>XXIII</b>	<b>INJURY IN LINE OF DUTY</b> .....	<b>87</b>
		(v)
<b>XXIV</b>	<b>MISCELLANEOUS PROVISIONS</b> .....	<b>88</b>
	Section 1    Printing of the Agreement .....	88
	Section 2    Auto Insurance .....	88
	Section 3    Commercial Drivers License .....	88
	Section 4    Public Service Quality Involvement Committees .....	88
	Section 5    Reasonable Accommodations Under the Americans with Disabilities Act .....	88
	Section 6    Memoranda of Understanding or Agreement .....	88
	Section 7    Health and Safety Committee .....	89
	Section 8    Job Descriptions .....	89
	Section 9    Disposition of Work during Absence ..	89
	Section 10   Fitness for Duty .....	89
	Section 11   Equipment and Clothing .....	90
	Section 12   Communicable Disease .....	90
<b>XXV</b>	<b>WAGES AND OTHER PAY PROVISIONS</b> .....	<b>91</b>
	Section 1    General Increases .....	91
	Section 2    Steps .....	92
	Section 3    Step 8 .....	93
	Section 4    Shift Differential .....	93
	Section 5    Severance Pay .....	94

	Section 6	Maximum Security Pay .....	95
	Section 7	Bilingual Pay .....	95
	Section 8	Direct Deposit .....	95
	Section 9	Classifications/Upgrades .....	95
	Section 10	Promotion/Voluntary Reduction	95
<b>XXVI</b>	<b>AUTHORITY OF THE CONTRACT</b> .....		<b>97</b>
	Section 1	Partial Invalidity .....	97
	Section 2	Effect of Department of Central Management Services Rules and Pay Plan .....	97
	Section 3	Increase or Decrease of Benefits .....	97
	Section 4	Waiver .....	98
<b>XXVII</b>	<b>TERMINATION</b> .....		<b>99</b>
	<b>MEMORANDUM OF UNDERSTANDING - CU-500</b>		
	<b>SIDE LETTERS</b>		
	<b>SCHEDULE A - CU-500 RATES OF PA</b>		

## **AGREEMENT**

This Agreement has been made and entered into by and between the Department of Central Management Services and the Department of Corrections, and Department of Juvenile Justice of the State of Illinois (hereinafter referred to as the "Employer") and the American Federation of State, County and Municipal Employees (AFSCME), Council 31, AFL-CIO (hereinafter referred to as the "Union") on behalf of its affiliated locals and the supervisory employees in classifications listed below.

The Union is the historical representative pursuant to the Illinois Public Labor Relations Act for the purposes of collective bargaining for supervisory employees in the CU-500 Unit.

### **INCLUDED CLASSIFICATIONS**

Commissary Manager II  
Corrections Casework Supervisor  
Correctional Lieutenant  
Corrections Clerk III  
Corrections Food Service Supervisor III  
Corrections Identification Supervisor  
Corrections Industry Supervisor  
Corrections Laundry Manager II  
Corrections Maintenance Supervisor  
Corrections Residence Counselor II  
Corrections Supply Supervisor III  
Corrections Property and Supply Clerk III  
Corrections Storekeeper III  
Corrections Parole Supervisor  
Juvenile Justice Supervisor

### **PREAMBLE**

In order to establish harmonious employment relations through a mutual process, to provide fair and equitable treatment to all employees, to promote the quality and continuance of public service, to achieve full recognition for the value of employees and the vital and necessary work they perform, to specify wages, hours, benefits, and working conditions, and to provide for the prompt and equitable resolution of disputes, the parties agree as follows:

### **ARTICLE I**

#### **Recognition**

##### **Section 1. Recognition**

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, working conditions and other conditions of employment for employees in the unit and classifications described in "Agreement" and attached in Schedule A, and such other classifications as may be added in accordance with the provisions of this Agreement.

## **Section 2. Abolition or Merger of Job Classification**

The Employer may establish new classifications, or abolish, or merge, or change existing classifications.

The Union shall be notified of the Employer's interest to establish new classifications, or abolish, or merge, or change existing classifications and discuss with it such intention at least twenty-one (21) days prior to making its recommendation to the Civil Service Commission.

If the Employer subsequently determines to establish new classifications, or abolish, or merge, or change existing classifications, it shall negotiate with the Union over the impact of such.

Such negotiations shall include good faith impact bargaining as required under the State Labor Relations Act.

In the event the parties are unable to reach agreement, the Union may appeal through the contractual Grievance Procedure (Art. V) including Arbitration. The issue before the Arbitrator shall be whether or not the employee's rights have been violated as provided in the Agreement, and if so what the remedy should be.

Nothing in this Section shall diminish any rights provided for in other sections of this Agreement.

## **Section 3. Union Exclusivity**

The Employer shall not meet, discuss, confer, subsidize or negotiate with any other employee organization or its representatives on matters pertaining to hours, wages, and working conditions. Nor shall the Employer negotiate with employees over their hours, wages and working conditions, except as provided herein.

#### **Section 4. Integrity of the Bargaining Unit**

The Employer recognizes the integrity of the bargaining unit and will not take any action having the effect of eroding bargaining unit work. Subject to the provisions of this Agreement, the Employer will continue to endeavor to assign bargaining unit work to bargaining unit employees.

## **ARTICLE II**

### **Management Rights**

#### **Section 1. Rights Residing in Management**

Except as amended, changed or modified by this Agreement, the Employer retains the exclusive right to manage its operations, determine its policies, budget and operations, the manner of exercise of its statutory functions and the direction of its working forces, including, but not limited to: The right to hire, promote, demote, transfer, evaluate, allocate 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 rights in the furtherance of such statutory obligations shall not be in conflict with the provisions of this Agreement.

## **ARTICLE III**

### **Non-Discrimination**

#### **Section 1. Prohibition Against Discrimination**

Both the Employer and the Union agree not to discriminate against any employee on the basis of race, sex, sexual orientation, creed, religion, color, marital or parental status, age, national origin, political affiliation and/or beliefs, mental and/or physical disability, or other non-merit factors.

#### **Section 2. Union Activity**

The Employer and the Union agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by this Agreement, or on account of membership or non-membership in, or lawful activities on behalf of the Union.

#### **Section 3. Membership Solicitation**

Neither the Union nor its members shall solicit membership during an employee's work time.

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

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

## **ARTICLE IV**

### **Fair Share**

Pursuant to Section 3(g) of the Illinois Public Labor Relations Act effective July 1, 1984, the parties agree that the Union certified proportionate share, which shall not exceed the amount of dues uniformly required of members, shall be deducted from the earnings of the non-member employees as their share of the cost of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment subject to terms and provisions of the parties' fair share agreement. The amount so deducted shall be remitted semi-monthly to the Union.

## ARTICLE V

### Grievance Procedure

Statement of Principle. The parties agree that in order for the grievance procedure to function efficiently and effectively, all grievances must be resolved at the lowest possible level of the Grievance Procedure. Therefore, the parties agree that all persons responsible for resolving grievances at all levels of the procedure shall be vested with sufficient authority to undertake meaningful discussions and to settle the grievance, if appropriate.

In order to reduce the number of grievances advanced to Step 4 of the Grievance Procedure, upon review, if an Agency or a local union is found to have a large percentage of its grievances being advanced to the fourth level, a committee made up of representatives of the Union and CMS shall meet and endeavor to determine if all necessary means of resolving the grievances have been exhausted at the lower levels of the grievance procedure. If it is found that all necessary means to resolve a grievance(s) have not been exhausted, the committee will return the grievance(s) to the appropriate lower step for resolution.

#### Section 1. Grievance

- a) A grievance is defined as any difference, complaint or dispute between the Employer and the CU-500 Unit or any employee of the unit regarding the application, meaning or interpretation of this Agreement. Issues not specifically enumerated in this Agreement are not subject to the exclusive Grievance Procedure contained herein but may be subject to c) below.

Grievances concerning subjects of demotion, geographical transfer, and job audits shall not be subject to arbitration, but appealable exclusively to the Civil Service Commission.

If the grievant has filed an appeal with the Civil Service Commission over a subject matter identical to that employee's grievance, the parties agree that the Grievance Procedure and the awards and settlements there under will not be applicable and the grievance shall be treated as withdrawn.

- b) Grievances may be processed by the CU-500 Unit on behalf of an employee or on behalf of a group of employees or itself setting forth name(s) or group(s)

of the employee(s). Either party may have the grievant or one grievant representing a group of grievants present at any step of the Grievance Procedure, and the employee is entitled to representation at each and every step of the Grievance Procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group. Where available, videoconferencing and teleconferencing may be used to conduct grievance meetings by mutual agreement of the parties.\_

- c) Except as modified by this Agreement, nothing shall diminish the rights of an employee under the Personnel Rules as administered by the Department of Central Management Services.

## **Section 2. Grievance Steps**

### **Step 1: Immediate Supervisor**

The employee and/or the CU-500 Unit shall orally raise the grievance with the employee's supervisor who is outside the unit. The employee shall inform the supervisor that this discussion constitutes the first step of the Grievance Procedure. All grievances must be presented not later than fifteen (15) working days from the date the grievant became aware of the occurrence giving rise to the complaint. The immediate supervisor shall render an oral response to the grievance within ten (10) working days after the grievance is presented. If the oral reprimand is not resolved at Step 1, the immediate supervisor shall sign the written statement of grievance prepared for submission at Step 2 acknowledging discussion of the grievance. In those circumstances where securing the signature of the first level supervisor who is physically not available to sign would have adversely affected a timely submittal to the second level, the grievance will be submitted to the second level without such signature. A copy of the grievance shall subsequently be provided to the first level supervisor for such signature. The parties recognize that variations from the immediate supervisor, where mutually agreeable, may exist. Where there is no Employer representative outside the bargaining unit covered under this Agreement at Step 1, the grievance shall be filed at Step 2 and the time limits for filing and responding contained in Step 1 will apply.

### **Step 2: Intermediate Administrator**

In the event the grievance is not resolved in Step 1, it shall be presented in writing by the CU-500 Unit to the Intermediate Administrator or his/her designee within five (5) working days from the receipt of the answer or the date such answer was due, whichever is earliest.

Within ten (10) working days after the grievance is presented to Step 2, the Intermediate Administrator shall meet, discuss and attempt to resolve the grievance with the CU-500 Unit. If the parties are unable to resolve the grievance, the Intermediate Administrator shall render a written answer to the grievance within five (5) working days after such discussion is held and provide a copy of such answer to the CU-500 Unit. The written grievance shall be on an agreed upon form which shall be provided by the Union in adequate amounts to the CU-500 Unit. The written grievance shall contain a statement of the grievant's complaint, the Section(s) of the Agreement allegedly violated, if applicable, the date of the alleged violation and the relief sought. The form shall be signed and dated by the grievant. Improper grievance form, date or section citation shall not be grounds for denial of the grievance.

### **Step 3: Agency Head**

If the grievance is still unresolved, it shall be presented by the CU-500 Unit to the Agency Head, or his/her designee, in writing within fifteen (15) working days after receipt of the Step 2 response or after the Step 2 response is due, whichever is earliest, or within fifteen (15) working days after the Step 1 response, or after the Step 1 response is due, if Step 2 is not applicable. It is agreed that appeals postmarked within the fifteen (15) working days time limit are timely. A copy of said grievance shall also be sent by the local union to the Union's Step 3 representative.

For the Department of Corrections, the Union shall be represented by a committee made up of Union staff and three (3) bargaining unit members. The Agency shall be represented by the Agency Head or his/her designee.

A grievance will not appear on the third level agenda unless a signed and dated grievance has been presented to the Agency Head or designee.

Agency level grievance meetings shall be convened monthly at a time and place of mutual agreement. The

duration of the meeting shall be dictated by the number of grievances pending, but shall be no more than five (5) days per month. After a grievance has been discussed at a Step 3 meeting either party may place the grievance on hold status. There shall only be one hold per grievance and any deviation from same shall be on a case by case basis, following mutual consultation and agreement. If the grievance has been resolved or denied, the parties shall sign the resolution within ten (10) working days.

Attendance at such meetings shall be without loss of pay subject to reasonable attendance requirements. The bargaining unit members of the Committee shall be paid for one-half day travel, if they are traveling from the Chicago area to the Springfield area or equivalent of same. The Committee members will be in paid status the remainder of the work day while and if in preparation for the scheduled grievance meeting. Management reserves the right to verify the use of time for travel and preparation as is stated above.

**Step 4:**

- a) If the matter is not resolved at Step 3, the Union, by written notice to the Employer within fifteen (15) working days of the grievance being signed-off by the parties at Step 3, may appeal the grievance(s) to a pre-arbitration staff meeting. It is agreed that appeals postmarked within the fifteen (15) working days time limit are timely.

Pre-Arbitration Staff Meeting - CMS staff and Union staff shall meet on a monthly basis in an attempt to resolve the grievance(s) which are capable of resolution. The duration of the meeting shall be dictated by the number of grievances pending, but shall be no more than five (5) days per month. Such staff shall have the full authority to resolve those cases moved to the pre-arbitration level. If the grievance has been resolved or moved to arbitration by the Union, the parties shall sign the resolution within ten (10) working days.

- b) Arbitration

## **Expedited**

1. The parties agree to use an expedited arbitration system for all non-priority grievances, except as otherwise provided herein. The arbitrator shall be assigned from a designated panel. The arbitrator shall be a member of the Expedited Panel agreed upon by the parties who, pursuant to a rotation system, is scheduled for the next arbitration hearing. Immediately upon notification of the designated arbitrator, the parties shall arrange a place and date to conduct the hearing within a period of not more than twenty (20) working days. If the designated arbitrator is not available to conduct a hearing within the twenty (20) working days, the next panel member in rotation shall be notified until an available arbitrator is obtained. Nothing herein precludes multiple cases being heard on the same day before the same arbitrator.
2. If either party concludes that the issues involved are of such complexity or significance as to warrant referral to the Regular Arbitration Panel, that party shall notify the other party of same at least five (5) working days prior to the scheduled time for the expedited arbitration. If there is a cancellation fee, that party shall bear the cost.
3. The hearing shall be conducted in accordance with the following:
  - a) the hearing shall be informal;
  - b) no briefs shall be filed or transcripts made;
  - c) there shall be no formal rules of evidence;
  - d) the hearing shall normally be completed within one day;
  - e) if the parties mutually agree at the hearing that the issues involved are of such complexity or significance as to warrant reference to the Regular Arbitration Panel, the case shall be referred to that panel and the parties shall split the arbitrator's cost; and
  - f) the arbitrator may issue a bench decision at the hearing but in any event shall render a decision within two (2) working days after conclusion of the hearing. Such decision shall be based on the evidence before the

arbitrator and shall include a brief written explanation of the basis for such conclusion. An arbitrator who issues a bench decision shall furnish a written copy of the award to the parties within two (2) working days of the close of the hearing.

- g) The parties agree to attempt to arrive at a joint stipulation of facts and issues prior to arbitration.
- h) The parties shall attempt to limit the number of witnesses and the overall time for the presentation of the grievance so that additional grievances may be presented on the same day. Discussion for the purpose of limiting the length of the arbitration shall take place prior to the date of the arbitration.

- 4. A decision by a member of the Expedited Panel shall be final and binding, except it shall not be regarded as precedent or be cited in any future proceeding.

#### **Regular Arbitration**

- 1. Only priority grievances as defined in the MOU on Special Grievances, contract interpretation cases or those other disputes as may be mutually determined by the parties shall be scheduled for Regular Arbitration.
- 2. Arbitrators shall be selected from a permanent regular panel agreed upon by the parties. Each such arbitrator shall commit in advance to a minimum of two (2) dates a month for the calendar year.
- 3. The parties shall make every effort to have the dispute heard at an arbitration hearing to be held within sixty (60) days following a Step 4A signoff.
- 4. The arbitrator in any given case must render an award therein within thirty (30) days of the close of the record in the case.

- c) Arbitration Procedures

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator.

The Employer or CU-500 Unit shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses who are not employees of the Employer.

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

The expenses and fees of the arbitrator and the cost of the hearing room shall be shared equally by the parties.

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

The decision and award of the arbitrator shall be final and binding on the Employer, the CU-500 Unit, and the employee or employees involved.

If either party desires a verbatim record of the proceeding (Regular Arbitration only), it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy it shall pay for the cost of its copy. If the parties agree to utilize a court reporter, the cost shall be shared.

### **Section 3. Time Limits**

- a) Grievances may be withdrawn by the CU-500 Unit or the individual employee who files a grievance at any step

of the Grievance Procedure without prejudice. Grievances not appealed within the designated time limits will be treated as withdrawn grievances.

- b) The time limits at any step or for any hearing may be extended by mutual agreement of the parties involved at that particular step.
- c) The Employer's failure to respond within the time limits shall not find in favor of the grievant, but shall automatically advance the grievance to the next steps.
- d) If the grievant has filed an appeal with the Civil Service Commission over a subject matter identical to that employee's grievance, the parties agree that the Grievance Procedure will not be applicable and the grievance shall be treated as withdrawn, unless the employee withdraws his/her appeal to the Civil Service Commission prior to a Civil Service Commission hearing being held and the grievance was timely filed and processed by the Union through the contractual grievance procedure.
- e) It is understood by the parties that the time limits for filing a grievance on a timely basis for disciplinary action shall begin on the date the employee receives the CMS-2.

#### **Section 4. Time Off, Meeting Space and Telephone Use**

- a) Time Off: The grievant(s) and/or CU-500 representative (CU-500 employee) will be permitted reasonable time without loss of pay during their working hours to investigate and process grievances. A grievant who is called back on a different shift or on his/her day off as a result of the Employer scheduling a grievance meeting shall have such time spent in the meeting considered as time worked. Witnesses whose testimony is pertinent to the presentation or argument will be permitted reasonable time without loss of pay to attend grievance meetings and/or respond to the investigation. No employee shall leave his/her work to investigate, file or process grievances without first notifying and making mutual arrangement with his/her supervisor or designee as well as the supervisor of any unit to be visited, and such arrangements shall not be denied unreasonably.

- b) Meeting Space and Telephone Use: Upon request, the employee shall be allowed the use of an available appropriate room while investigating or processing a grievance; and, upon prior general approval, shall be permitted the reasonable use of telephone facilities for the purpose of investigating or processing grievances. When feasible, and where equipment is currently available, Union stewards and/or officers may utilize electronic mail and/or facsimile equipment for the purpose of investigating or processing grievances. Such transmission will be primarily to expedite communication regarding such matters, will be reasonable with respect to time and volume, and will be consistent with this Article. Such use shall not include any long distance or toll calls at the expense of the Employer.
  
- c) The Employer shall not be responsible for any travel or subsistence expenses incurred by employees in the processing of grievances.

#### **Section 5. Advanced Grievance Step Filing**

Certain issues which by nature are not capable of being settled at a preliminary step of the Grievance Procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, such as those pertaining to Article XIX, Section 3, may by mutual agreement be filed at the appropriate advance step where the action giving rise to the grievance was initiated.

Mutual agreement shall take place between the appropriate CU-500 Unit representative and the appropriate Employer representative at the step where it is desired to initiate the grievance.

Grievances concerning shift preference may be initiated at the third level of the Grievance Procedure. A third level hearing shall be held within fifteen (15) days of the filing of a grievance.

#### **Section 6. Pertinent Witnesses and Information**

Except as otherwise provided in Steps 4(b) and 4(c), either party may request the production of specific documents, books, papers or witnesses reasonably available and substantially pertinent to the grievance under consideration. Such request

shall not be unreasonably denied, and, if granted, shall be in conformance with applicable laws, and rules issued pursuant thereto, governing the dissemination of such materials.

Requests to interview the other parties' witnesses shall be made through the appropriate representatives. Each party shall have the right to have its representatives present during all such interviews.

Once the Union has requested the information from the Agency and the request is unreasonably denied, the CU-500 Unit may petition the Director of Central Management Services who shall subpoena the substantially pertinent material and/or witnesses in conformance with the provisions of this Section and his/her statutory powers, within ten (10) working days of receiving such request. The operating Agency shall have ten (10) working days to respond to the subpoena. Any delay shall not penalize the grievant.

## **ARTICLE VI**

### **Union Rights**

#### **Section 1. Union (CU-500) Representation**

Employees shall be allowed an AFSCME staff representative and/or CU-500 representative (CU-500 employee) representation at each and every step of the Grievance Procedure upon request of the employee.

In the event an AFSCME staff representative or a CU-500 representative is not available, the employee may be represented by a local Union Executive Board member or a designated steward from a different bargaining unit upon mutual agreement between the employee and employer.

If there is no agreement, the Employer shall reschedule the grievance procedure until an AFSCME staff representative or a CU-500 representative is available.

#### **Section 2. Union Activity during Working Hours**

Employees shall, after giving appropriate notice to their supervisor (including the location and approximate duration of the meeting), be allowed reasonable time off with pay during working hours to attend grievance hearings, labor/management meetings, meetings covering modifications of supplemental agreements, committee meetings and activities if such committees have been established by this Contract, or called or agreed to by the Employer, if such employees are entitled or required to attend such meetings by virtue of being Union representatives, stewards, witnesses, or grievants and if such attendance does not substantially interfere with the Employer's operations.

After giving appropriate notice to their supervisor outside the bargaining unit, employees shall be allowed time off without loss of pay to attend certified stewards training, if such attendance does not substantially interfere with the Employer's operations. Such training shall not exceed two (2) work days for each steward for the term of this Agreement. The employee shall provide proof of attendance.

#### **Section 3. Union Bulletin Boards**

The Employer shall continue to provide bulletin boards and/or space at each work location. The number, size and

location of each shall be mutually agreed to by the parties in local level negotiations. The boards shall be for the sole and exclusive use of the Union. The items posted shall not be political, partisan or defamatory in nature.

#### **Section 4. Information Provided to Union**

At least once each month, the Employer shall notify the Union in writing of the following personnel transactions involving CU-500 employees within each agency and on a work location basis: New hires, promotions, bid numbers where such are used, demotions, reallocations, superior performance increases, check-off revocations, layoffs, reemployments, transfers, leaves, returns from leave, suspensions, discharges, terminations and Social Security numbers.

In addition, the Employer shall furnish the Union every ninety (90) days the current seniority rosters and reemployment lists, applicable under the seniority provisions of this Agreement.

Each agency will provide the Union with information concerning temporary assignments from another bargaining unit into a CU-500 position, within CU-500 and from CU-500 into another bargaining unit or merit compensation position, when such information becomes available and in a form mutually agreed upon between the Agency and the Union. The frequency and other details of the provision of such information will be determined by the parties in Supplementary negotiations.

The Employer will notify the Union when a bargaining unit position, vacant or otherwise, is abolished, and upon timely request, discuss with the Union such abolition.

In all transactions listed above, employees' Social Security numbers shall be provided.

#### **Section 5. Number and Identification of Representatives**

The number of CU-500 representatives (CU-500 employees) shall be as follows:

	Number of Representatives
Facilities with 50 or more employees in the Unit	7

Facilities with less than 50 but more than 10	4
Facilities with 10 employees or less	3

The Union shall designate the representatives and supply a list of names in writing to the Chief Administrative Officer. Any changes in representatives shall be reported to the Chief Administrative Officer in a timely manner.

By mutual agreement of the parties at the facility level, the number of representatives may be increased.

**Section 6. Time Off for Union Activities**

Local Union representatives shall be allowed time off without pay for legitimate Union business such as Union meetings, State or area wide Union committee meetings, Union training sessions, State-wide contract negotiations, State or International conventions, provided such representative shall give reasonable notice to his/her supervisor of such absence and shall be allowed such time off if it does not substantially interfere with the operating needs of the Employer. The employee may utilize any accumulated time (holiday, personal, vacation days) in lieu of taking such without pay.

Such time off shall not be detrimental in any way to the employee's record.

Employees absent from work pursuant to this Section shall continue to accrue seniority, continuous service and creditable service during such absences.

**ARTICLE VII  
Union/Facility Head Meetings**

A. The Head of each facility shall have a Union/Facility Head meeting once each month upon request of the CU-500 Unit and representation of the Unit shall be as follows:

Facilities with 50 or more employees in the Unit	4 employees
Less than 50 but more than 10	3 employees
10 employees or less	2 employees

By mutual agreement at the facility level, additional employees may be allowed to attend such meetings. Such employees shall suffer no loss of pay for attendance at such meetings.

By mutual agreement, CU-500 labor/management meetings may be held in conjunction with the labor-management meetings of other bargaining units.

- B. Upon request, the Director of the Department of Corrections or his/her designee shall meet with representatives of the Union from this Unit. One (1) CU-500 employee from each facility shall suffer no loss of pay for attendance at such meetings.
- C. AFSCME Staff Representatives shall be allowed to participate in all meetings held for this Unit.
- D. Issues that can be raised in Union/Facility Head meetings shall include, but are not limited to, the definition of work location for all personnel transactions; overtime equalization; flex time; four day work week; smoking policies; scheduling of CU-500 employees on a holiday; and trading of days off by mutual agreement.
- E. Each party shall normally prepare and submit an agenda to the other two (2) weeks prior to the scheduled meeting. Notwithstanding the forgoing, nothing shall preclude either party from adding agenda items prior to the meeting.

#### **ARTICLE VIII**

#### **Work Rules**

#### **Section 1.**

Any work rules currently applied shall continue. Employees shall be informed of any work rules promulgated in the future which are applicable to the employees in this Unit.

#### **Section 2. Rules of Personal Conduct**

The Employer has the right to establish reasonable rules of personal conduct and will notify the employees and the Union within ten (10) working days in advance of any new or modified rules of personal conduct.

#### **Section 3. Procedural Work Rules**

Prior to establishing or changing procedural work rules or regulations, such as off duty uniform usages, absent or tardy call-ins, doctor's statements for absences, parking violations and other similar matters, the Employer shall meet with the Union in a timely manner for the purpose of consultation and negotiations. Such procedural work rules and/or regulations shall either be posted or otherwise made available to affected employees.

#### **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), provided that nothing in this Section shall be deemed to diminish the rights, privileges, or remedies of a State employee under any other Federal or State law, rule, or regulation or under any collective bargaining agreement or employment contract.

**ARTICLE IX**  
**Discipline**

**Section 1. Definition**

The Employer agrees with the tenets of progressive and corrective discipline. Disciplinary action or measures shall include only the following:

- a) Oral reprimand;
- b) Written reprimand;
- c) Suspension (notice to be given in writing); and
- d) Discharge (notice to be given in writing).

Disciplinary action may be imposed upon an employee only for just cause. An employee shall not be demoted for disciplinary reasons. Discipline shall be imposed as soon as possible after the Employer is aware of the event or action giving rise to the discipline and has a reasonable period of time to investigate the matter.

In any event, the actual date upon which discipline commences may not exceed forty-five (45) days after the completion of the pre-disciplinary meeting.

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

An employee shall, whenever possible, provide advance notice of absence from work. Absence of an employee for five (5) consecutive work days without reporting to the Employer or the person designated by the Employer to receive such notification may be cause for discharge. The above provision shall not apply so long as the employee then notifies as soon as it is physically possible.

All agencies with employees covered under this agreement shall be bound by the Affirmative Attendance Memorandum of Understanding.

**Section 2. Manner of Discipline**

If the Employer has reason to discipline an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

**Section 3. Suspension Pending Discharge**

The Employer may suspend an employee for up to thirty (30) calendar days pending the decision whether or not charges for discharge shall be filed against the employee.

#### **Section 4. Pre-Disciplinary Meeting**

For discipline other than oral reprimands, the Employer shall hold a pre-disciplinary meeting. Pre-disciplinary meetings and employee review hearings shall be held during the employee's work time. If arrangements for such cannot reasonably be made, the hearing shall be scheduled immediately preceding or immediately following the employee's shift on the employee's workday. An employee whose hearing begins after the end of his/her shift shall be paid from the end of his/her shift through the end of his/her hearing at the appropriate rate. An employee whose hearing begins before the start of his/her shift shall be paid from the time the hearing is scheduled through the start of the employee's shift at the appropriate rate. Should the hearing be postponed or rescheduled at the request of the employee and/or the Union at a time other than before, during, or after the employee's shift, provisions for payment shall not apply.

Prior to notifying the employee of the contemplated measure of discipline to be imposed, the Employer shall notify the Union of the meeting and reasonably in advance of such meeting shall provide the Union with the alleged infraction and shall make every reasonable effort to provide all documentation being used by the Employer to substantiate the alleged infraction. The Employer then shall meet with the employee involved and inform him/her of the reasons for such contemplated disciplinary action including any names of witnesses and copies of pertinent documents. Employees shall be informed of their rights to Union representation and shall be entitled to such, if so requested by the employee, and the employee and Union representative shall be given the opportunity to rebut or clarify the reasons for such discipline. Reasonable extensions of time for rebuttal purposes will be allowed when warranted and if requested. If the employee does not request Union representation, a Union representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings. If a rebuttal is not presented at the time of the pre-disciplinary meeting, a rebuttal shall be provided within five (5) work days by the employee or the Union, provided that the documentation has been supplied reasonably in advance of the meeting as set forth in this section.

#### **Section 5. Oral Reprimands**

In cases of oral reprimands, the supervisor must inform the employee that he/she is receiving an oral reprimand and of their right to Union representation, which shall be provided if so requested. The employee shall also be given reasons for such discipline, including any names of witnesses and copies of pertinent documents. Notations of oral reprimands placed in the employee's personnel file shall be provided to the employee and the Union.

#### **Section 6. Notification and Measure of Disciplinary Action**

- a) In the event disciplinary action is taken against an employee, other than the issuance of an oral reprimand, the Employer shall promptly furnish the employee and the Union in writing with a clear and concise statement of the reasons therefore.

The measure of discipline and the statement of reasons may be modified, especially in cases involving suspension pending discharge, after the investigation of the total facts and circumstances. But once the measure of discipline is determined and imposed, the Employer shall not increase it for the particular act of misconduct which arose from the same facts and circumstances. The Employer shall notify an employee of his/her suspension prior to its effective date. If the Employer is unable to contact the employee, the Employer shall notify the Union prior to the effective date of the suspension.

- b) An employee shall be informed that he/she is entitled to the presence of a Union representative at non-criminal investigatory interviews conducted by an agency's Inspector General or internal affairs unit, the Executive Inspector General or the Illinois State Police Division of Internal Investigations. If such interview is to be conducted away from the employees' worksite, the employee shall be so notified prior to leaving his/her worksite. In the case of all other non-criminal investigatory interviews, the person conducting the interview shall inform an employee that he/she is entitled to the presence of a union representative not later than the commencement of the interview, provided that the subject matter of the interview could cause a reasonable person to believe that the employee could be disciplined as a result of the interview. An employee shall be entitled to the

presence of a union representative at an investigatory interview. Such Union representative shall have the right to be present during an investigatory interview for the purpose of protecting an employee's rights under the Collective Bargaining Agreement; however, such Union representative may not act in such a manner so as to obstruct the investigation. It is understood by the parties that an employee's statement, either oral or written, made in investigatory interviews when representation is requested by the employee and denied shall not be used against him/her in any subsequent disciplinary action. All time spent by an employee, including travel time, who is required by the Employer to attend an investigatory interview away from the employee's workplace shall be paid by the Employer at the appropriate rate. All related travel costs shall be paid pursuant to the Travel Control Board rules. An employee who signs an investigatory interview statement shall be given a copy of the signed statement upon completion of the investigation, if requested, and in advance of any disciplinary meeting. An employee who is required to attend a subsequent interview(s) shall have the opportunity, if available to review his/her prior signed written statement(s) at the beginning of such interview, upon request. If the signed written statement(s) is unavailable when requested by the employee, the employee shall not be adversely impacted by the Employer's failure to provide said statement(s). Following such an investigation the employee and the Union shall be notified in writing that the investigation is complete. If an investigation of alleged employee misconduct does not lead to discipline, the employee shall receive written notification that the investigation is closed without charges being filed and further, the allegations of misconduct will not become part of the employee's permanent file nor be used to adversely affect the employee's contractual rights.

- c) Nothing in this Section shall prevent the Employer from relieving employees from duty in accordance with its practice. The employee shall not lose any wages because of such release.

#### **Section 7. Removal of Discipline**

Any written reprimand or discipline imposed for tardiness or absenteeism 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 an additional warning or discipline for such offense. The two (2) year period shall be extended by any leave of absence or disciplinary suspension. Any reprimand for other causes shall be removed from the employee's record based on the above criteria. Such removal shall be at the request of the employee but in any case shall not be used against the employee.

### **Section 8. Polygraph**

No employee shall be required to take a polygraph examination as a condition of retaining employment with the Employer nor shall be subject to discipline for the refusal to take such. An AFSCME representative may accompany a bargaining unit employee to a polygraph examination. The representative may review the polygraph questions but may not be present during the administration of the polygraph examination.

### **Section 9. Representation**

Representation pursuant to this Article shall be provided by an AFSCME Staff Representative and/or CU-500 Representative (CU-500 employee) or as otherwise mutually agreed at the facility level.

In the event an AFSCME Staff Representative or a CU-500 representative is not available, the employee may be represented by a local Union Executive Board member or a designated steward from a different bargaining unit upon mutual agreement between the employee and Employer.

If there is no mutual agreement, the Employer shall reschedule the discipline procedure or investigation meeting until an AFSCME Staff Representative or a CU-500 representative is available.

**ARTICLE X**  
**Vacations**

**Section 1. Amounts**

Employees, except emergency, temporary and those paid pursuant to Part II, Section 3 of the Pay Plan, shall earn vacation time. No employee on leave of absence may earn vacation except when the leave was for the purpose of accepting a temporary working assignment in another class.

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

- a) From the date of hire until the completion of five (5) years of continuous service: ten (10) work days per year.
  
- b) From the completion of five (5) years of continuous service until the completion of nine (9) years of continuous service: fifteen (15) work days per year.
  
- c) From the completion of nine (9) years of continuous service until the completion of fourteen (14) years of continuous service: seventeen (17) work days per year.

- d) From the completion of fourteen (14) years of continuous service until the completion of nineteen (19) years of continuous service: twenty (20) work days per year.
- e) From the completion of nineteen (19) years of continuous service until the completion of twenty-five (25) years of continuous service: twenty-two (22) work days per year.
- f) From completion of twenty-five (25) years of continuous service: twenty-five (25) work days per year.

Probationary employees earn vacation and may use such during their original six (6) months probationary period at the discretion of the Employer. Employees must be in paid status at least one-half (1/2) of the work days of the month to be credited for their earned vacation for that month.

## **Section 2. Vacation Time**

Vacation time may be taken in increments of not less than one-half ( $\frac{1}{2}$ ) day at a time, and any time after it is earned. Supervisors may however, grant employees requests to use vacation time in smaller increments of fifteen minutes (15) after a minimum use of one half (1/2) hour. Vacation time shall not be accumulated for more than twenty-four (24) months after the end of the calendar year in which it is earned.

Vacation time earned shall be computed in workdays.

After an employee's earned vacation time has been so computed, if there remains a fractional balance of one-half (5/10) of a workday or less, the employee shall be deemed to have earned vacation time of one-half (5/10) of a workday, in lieu of the fractional balance; if there remains a fractional balance of more than one-half (5/10) of a workday, the employee shall be deemed to have earned a full workday of vacation time in lieu of a fractional balance.

Such rounding off of fractional balances shall only be done upon an employee's request for vacation days in increments of five (5) or more. However, no employee shall accumulate more than one (1) day per calendar year by rounding off under this Section.

## **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. The rule provided in this paragraph applies to vacation time earned on or after October 1, 1972.

#### **Section 4. Part-Time Employees**

Part-time employees shall earn vacation in accordance with the schedule set forth in Section 1 on a pro-rated basis determined by a fraction the numerator of which shall be the hours worked by the employee and the denominator of which shall be the normal working hours in the year required by the position.

#### **Section 5. Vacation Schedules**

Subject to Section 6 and the Employer's operating needs, vacations shall be scheduled as requested by the employee in writing. The Employer shall respond to vacation requests within five (5) work days. Where current practice provides for a quicker response, such practice shall continue. Once scheduled vacation is approved, it will only be canceled if the Employer's operating need requires that employee's services. The necessity of overtime assignment shall not be a consideration in the cancellation of approved vacation. In any event, upon request, vacation time must be scheduled so that it may be taken no later than twenty-four (24) months after the expiration of the calendar year in which such vacation time was earned. If an employee does not request and take accrued vacation within such twenty-four (24) month period, vacation earned during such calendar year shall be lost.

#### **Section 6. Vacation Schedules by Seniority**

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

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

#### **Section 7. Payment in Lieu of Vacation**

- a) If because of operating needs the Employer cannot grant an employee's request for vacation time within the twenty-four (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) requests for such time within the calendar year preceding liquidation, or it may be accumulated indefinitely subject to the provisions of this Article.
- b) No salary payment shall be made in lieu of vacation earned but not taken except as in (a) above 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.
- c) An employee who is indeterminately laid off pursuant to this Agreement, may receive lump sum payment in lieu of unused vacation under this Section at the request of the employee and with determination by the agency that funds are so available, otherwise the employee shall be paid from the regular payroll on a day-for-day basis until such accrued vacation is liquidated.

Such liquidation of vacation benefits does not extend the effective date of layoff and no additional benefits shall be earned or granted during such period of liquidation of vacation benefits.

In the event an agency specifies in the layoff plan approved in accordance with Personnel Rule 302.520 that the employee is to be recalled under this Agreement, on a certain date, the payment of salary in lieu of vacation may be withheld, with the payment

becoming due on the date the employee is scheduled to return if in fact the employee is not recalled on that date.

In the event an employee is returned to active employment in trainee, provisional, probationary, certified or exempt status during such period of liquidation of vacation benefits, payment shall cease and the unpaid balance credited to the employee's vacation account. If the return is to any other status, the liquidation shall be completed, unless the employee requests otherwise.

#### **Section 8. Payment on Death of Employee**

Upon the death of the State employee, the person or persons specified in Section 14a of "an Act in relation to State Finance," approved June 10, 1919, as amended, shall be entitled to receive from the appropriation for personal services theretofore available for payment of the employee's compensation such sum for any accrued vacation period to which the employee was entitled at the time of death. Such shall be computed by multiplying the employee's daily rate by the number of days accrued vacation due.

#### **Section 9. Disposition of Work during Vacation**

Insofar as practicable during an employee's vacation, the Employer shall assign non-individual work to other employees. Upon return from vacation, an employee shall be allowed reasonable time to review work done during his/her absence.

### **ARTICLE XI**

#### **Holidays**

##### **Section 1. Amounts**

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.

## **Section 2. 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. It shall be granted on the day requested by the employee unless to do so would interfere with the Employer's operations, in which event the employee's next requested day off shall be given or cash paid in lieu thereof, or accumulated indefinitely.

Holiday time off may be taken in increments of one-half (1/2) day, except where current practice so provides it may be taken in increments of less than one-half (1/2) day in accordance with that practice. Notwithstanding the above, supervisors may grant employee requests to use holiday time in smaller increments of fifteen minutes (15) hour after a minimum use of one-half (1/2) hour.

## **Section 3. Cash Payment**

In lieu of equivalent time off as provided for in Section 2 above, an employee who works either the holiday or the observed holiday may choose to receive double time cash payment, except, an employee who works only on 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 two shifts (excluding roll call) 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.

Effective July 1, 2009, in lieu of equivalent time off as provided for in Section 2 above, an employee who worked either

the actual holiday or the observed holiday may choose to receive double time cash payment, except an employee who worked 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 worked (excluding roll-call) on a day on which a holiday falls, either the actual or the observed holiday, he/she 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 4. 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. 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.

It is understood by the parties that permanent part-time employees shall be eligible for holiday payment in accordance with this Section on a prorated basis. Such proration shall be according to the number of paid holidays regular full-time employees receive. Part-time employees whose schedules are specifically weekends and holidays are excluded from this provision.

#### **Section 7. Accumulated Holiday Scheduling**

Where the Employer is unable to grant the request from all employees 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. Payment upon Separation**

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

**ARTICLE XII**  
**Hours of Work and Overtime**

**Section 1. General Provisions**

- a) "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.
- b) "Work Day and Work Week"
1. Employees shall work 38 3/4 hours consisting of five (5) consecutive days of 8 1/4 consecutive hours, including an unpaid lunch period of thirty (30) minutes per day and a roll call period of fifteen (15) minutes per day which shall be compensated at time and one-half (1 1/2) in accordance with Section 2 of this Article. Employees who do not stand roll call because of their classification shall not receive compensation for a roll call period.
  2. Juvenile Justice Supervisors shall work forty [40] hours, consisting of five (5) consecutive days of eight (8) hours, including a thirty (30) minute lunch per day, including roll call which shall be compensated at time and one-half (1 1/2) in accordance with Section 2 of this Article.
  3. Parole Supervisors shall work thirty-seven and a half (37.5) hours, consisting of five (5) consecutive days of seven and a half (7.5) hours, excluding a thirty (30) minute unpaid lunch.

The thirty (30) minute paid lunch received by Juvenile Justice Supervisors shall be compensated at time and one-half (1 1/2) in accordance with section 2 of this Article. Such time may be taken in either cash payment or compensatory time. Compensatory time off shall be granted by the Employer within the fiscal year earned at a time convenient to the employee consistent with the operating needs of the Employer, and if not so granted or taken, it shall be liquidated in cash before the end of the fiscal year in which earned.

- c) "Lunch Period" Employees who receive an unpaid lunch period and are required to work at their work

assignments during such period and who are not relieved, shall have such time counted as hours worked for the purposes of Section 2 below and shall be compensated at the appropriate compensatory straight or overtime rate, whichever may be applicable.

- d) "Days Off" For employees working within position classifications and at facilities which require continuous coverage, scheduled work days and scheduled days off shall be consecutive, but may fall on any day of the work week.
- e) "Tardiness and Absenteeism" The Agency's current practices and policies regarding tardiness and absenteeism shall continue.

## **Section 2. Overtime**

Covered employees shall receive straight time, compensatory time and/or time and one-half overtime payment.

"Overtime Payment" Full-time employees shall be paid at the rate of one and one-half (1/2) times the employee's straight time hourly rate for all time worked outside of their normal work hours and/or work days up to sixteen (16) hours in a twenty-four hour (24) period. For hours worked in excess of sixteen (16) in a twenty-four (24) period, employees shall be paid double time.

"Compensatory Payment" Hours worked in excess of the established work week but less than forty (40) shall not normally be compensated, provided that for such time so worked, compensatory overtime shall be accrued at the rate equal to the time so worked and compensatory time off shall be granted by the Employer within the fiscal year earned at a time convenient to the employee consistent with the operating needs of the Employer, and if not so granted or taken, it shall be liquidated in cash before the end of the fiscal year in which earned.

Notwithstanding the above, employees who schedule compensatory off by June 1<sup>st</sup> of the fiscal year shall be allowed to use such time through August 1<sup>st</sup> of the following fiscal year.

Time off for any holidays or accumulated holidays shall be counted as time worked for overtime computation.

Full-time employees shall be paid at the rate of one and one-half (1 1/2) times the employee's straight time hourly rate for all time worked outside of their normal work hours and/or work days up to sixteen (16) hours in a twenty-four (24) hour

period. For hours worked in excess of sixteen (16) in a twenty-four (24) hour period, employees shall be paid double time.

The Employer shall make every attempt to equalize overtime amongst the employees in the position classification in which the overtime is performed.

The Union, on a quarterly basis, shall be given a list of the overtime hours worked, the employees directed to work overtime, the employees offered overtime, the employees who worked overtime and the number of hours each employee so worked. The procedure described herein shall apply except in extraordinary situations which preclude its use.

### **Section 3. Call-Back Pay**

Any employee called back to work outside his/her regularly scheduled shift or on his/her scheduled days off shall be paid a minimum of two (2) hours premium pay at the applicable rate. This provision shall not apply to certain routine communications. Work schedules will not be changed because of call-back time in order to avoid overtime or straight time pay. If the employee has been called back to take care of an emergency, the Employer shall not require the employee to work for the entire two (2) hour period by assigning the employee extra non-essential work.

### **Section 4. Stand-By Pay**

An employee is entitled to stand-by pay if he/she is required by the Employer to be on standby; that is, to keep the Employer informed of his/her whereabouts on off-duty time and to be available for possible recall for work, either on a day the employee was not scheduled to work or for a period of time after completing the employee's work day. An employee entitled to stand-by pay under this section shall receive four (4) hours pay at the applicable rate for each day or portion thereof of stand-by whether required to work or not. An employee who is required by the Employer to be on standby for New Years' Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Christmas or Thanksgiving Day is entitled to six (6) hours pay. Provided, however, such employees shall not receive stand-by pay if she/he was not available upon call by the Employer during such stand-by time or did not keep the Employer informed of his/her whereabouts.

The mere use or possession of a mobile communication device does not entitle an employee to stand-by pay.

### **Section 5. Miscellaneous**

The Employer will allow nursing mothers a private room and flexibility with respect to scheduling lunch and break periods for the purpose of breast feeding or pumping breast milk, whenever possible.

The parties may by mutual agreement negotiate nine (9) day work schedules in the Agency or local supplemental agreements.

#### **Section 6. Daylight Savings Time**

Employees working during the shift when Daylight Savings Time changes to Standard Time will receive the appropriate rate of premium pay for the extra hour worked. However, when Standard Time changes to Daylight Savings Time, employees will be allowed to use accumulated benefit time, excluding sick leave, to cover the one (1) hour reduction in work time.

#### **Section 7. Alternate Work Schedules**

The parties may by mutual agreement negotiate other work schedules not herein specified in Agency or Local supplemental agreements.

**ARTICLE XIII**  
**Insurance, Pension, Employee Assistance**  
**and Indemnification**

**Section 1. Health Insurance**

During the term of this Agreement, the Employer shall continue in effect, and the employees shall enjoy the benefits, rights and obligations of the Group Insurance Health and Life Plan applicable to all Illinois State employees pursuant to the provisions of the State Employees Group Insurance Act of 1971 (Public Act 90-65) and as amended or superseded. Employee Health Care Benefits shall be as set forth in a Memorandum of Understanding attached as Appendix A.

**Section 2. HMO's**

In accordance with the provisions of Federal law and the regulations there under, if applicable, the Employer shall make available the option of membership in qualified health maintenance organizations to employees and their eligible dependents who reside in the service area of qualified HMO's. By May 1, the Employer will provide information on HMO's to the Union in sufficient quantities to mail to its members.

**Section 3. Pensions**

During the term of this Agreement, the Employer shall continue in effect, and the employees shall enjoy the benefits, rights and obligations of the retirement program provided in the Illinois Pension Code, Illinois Revised Statutes, Chapter 108-1/2 and as amended or superseded.

The Employer shall make the employee contribution to the appropriate Retirement System for all employees in an amount equal to the coordinated rate (4% for covered employees; 5.5% for covered employees in the alternative formula), as an offset to a salary increase.

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

Effective January 1, 2006 employees shall make the employee contribution to the appropriate Retirement System in an amount

equal to the coordinated rate (4% for covered employees; 5.5% for covered employees in the alternative formula).

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

Effective with retirements on or after January 1, 1998, all bargaining unit members covered by the State Employees Retirement System (SERS) will receive the following pension benefits:

1. For coordinated SERS employees on the standard formula, a flat formula of 1.67% of Final Average Salary (FAS) per year of service.
2. For non-coordinated SERS employees on the standard formula, a flat formula of 2.2% of Final Average Salary (FAS) per year of service. For those employees enrolled in the SERS, with past service under the TRS as State Educators, the State will pay the cost of upgrading their past TRS service to the 2.2% TRS formula.
3. For employees eligible to receive a pension under the SERS Alternative Formula, a pension based on the higher of the Final Average Salary (FAS), or the rate of pay on the final day of employment.

Effective with retirements on or after January 1, 2001, all bargaining unit members covered by the SERS or TRS will receive the following pension benefits:

1. Employees on the SERS of TRS standard formula can retire based upon their actual years of service, without penalty for retiring under age 60, when their age and years of service add up to 85 (in increments of not less than one month). Employees eligible to retire under this "Rule of 85" will be entitled to the same annual adjustment provisions as those employees currently eligible to retire below age 60 with 35 or more years of service.
2. For coordinated SERS employees on the alternative formula, a flat formula of 2.5% per year of service, based on the higher of the Final Average Salary (FAS) or the rate of pay on the final day of employment, up to a maximum of 80% of Final Average Salary.

3. For non-coordinated SERS employees on the alternative formula, a flat formula of 3% per year of service, based on the higher of the Final Average Salary (FAS) or the rate of pay on the final day of employment, up to a maximum of 80% of Final Average Salary (FAS).
4. Coordinated and non-coordinated SERS employees on the alternative formula will make the following additional contributions to the pension system: 1% of compensation effective January 1, 2002; 2% of compensation effective January 1, 2003; and 3% of compensation effective January 1, 2004.
5. SERS Educators and other employees who work an academic year and are paid only during the academic year, and not paid on a twelve (12) month basis, shall be credited for such past and/or future service with a full year of SERS service for each academic year.

Laid off employees, employees on leave for union office pursuant to Article XXIII, Section 10, or employees who take time off for union activities pursuant to Article VI, Section 3, shall be allowed to purchase pension credit for the period of such layoff, union leave or time off for union business pursuant to the guidelines set forth in the side letter on pension credits.

#### **Section 4. Employee Assistance Program**

The Union shall administer an Employee Assistance Program (EAP) for all AFSCME represented employees. Management shall refer bargaining unit employees to the PSP program administered by AFSCME. Employees may contact the PSP program at (800) 647-8776.

#### **Section 5. Indemnification**

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

**ARTICLE XIV**  
**Temporary Assignment**

**Section 1. Temporary Assignment**

For temporary assignments except to relieve an employee for a rest period(s) or a meal period, the Employer shall pay the employee the higher rate as set forth below for the full-time of such assignment(s). For the purpose of calculation, any temporary assignment of less than one-half ( $\frac{1}{2}$ ) day shall be considered one-half ( $\frac{1}{2}$ ) day and any temporary assignment of more than one-half day ( $\frac{1}{2}$ ) but less than a full day shall be considered a full day. The Employer shall not split duties or rotate or reassign other employees to any specific temporary assignment in order to circumvent the payment provisions of this Agreement.

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

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. Employees shall not receive temporary assignment pay for paid days off except if the employee is given such assignment for thirty (30) continuous or more days and such days off fall within such period of time and the employee works 75% of the time of the temporary assignment. During any period of temporary assignment, when a employee is allowed to liquidate accrued time earned prior to the period of the temporary assignment, the employee will be compensated for the time at the rate it was earned.

Employees who are bilingual or have the ability to use Braille and whose job descriptions do not require that they do so shall be paid temporary assignment pay pursuant to this Article and at the rate provided in Article XXV of this Agreement when required by the Employer to perform duties requiring such abilities.

## **Section 2. Time Limits**

The time limits for temporarily filling a position classification will be as listed in this Section and in terms of work days or calendar months. The time limit herein may be extended by mutual agreement of the parties.

- a) While the Employer posts and fills a job vacancy for a period of forty-five (45) days from the date of posting.
- b) While an absent regular incumbent is utilizing sick leave, or accumulated time (vacation, holidays, personal days).
- c) Up to thirty (30) work days in a six (6) calendar month period while a regular incumbent is on disciplinary suspension or layoff.
- d) While a regular incumbent is attending required training classes.
- e) Up to six (6) months while a regular incumbent is on any illness or injury, Union or jury leave of absence.
- e) Up to sixty (60) work days in a twelve (12) month period for other leaves, or where there is temporary change in

work load, or other reasonable work related circumstances.

### **Section 3. Use of Benefit Time**

Except in emergency situations, the Employer shall not cancel use of approved benefit time in order to cover vacancies in other position classifications.

**ARTICLE XV**  
**Upward Mobility Program**

Employees in the CU-500 Unit may participate in the Upward Mobility Program in accordance with the terms and conditions specified in Article XV of the Master Agreement between AFSCME and the State of Illinois.

**ARTICLE XVI**  
**Seniority**

## **Section 1. Definition**

Seniority shall, for the purpose of layoff and recall, consist of the length of continuous service of an employee with their department in an AFSCME-represented unit(s). Seniority for all other purposes shall be the continuous length of service in the affected employee's classification, except that employees employed in the CU-500 bargaining unit as of July 1, 1989, shall have his/her length of service prior to July 1, 1989, whether continuous or not, in his/her affected classification counted toward his/her seniority, provided that such employee has had continuous service in the department in an AFSCME-represented unit(s) after July 1, 1989. When a previously excluded position enters the bargaining unit pursuant to Labor Board procedures, seniority for an employee in that position shall consist of the employee's total length of service with the Department for the purposes stated in this Agreement.

Employees who transfer from Youth Supervisor IV to Lieutenant or vice versa pursuant to the procedures set forth in Article XVII shall not have the continuous service length of service in their classification broken by such transfer.

## **Section 2. Application**

In all applications of seniority under this Agreement, the ability of the employee shall mean the qualifications and ability (including physical fitness) of an employee to perform the required work. Where ability and qualifications to perform the required work are, among the employees concerned, relatively equal, Seniority as defined in Section 1 above shall govern.

## **Section 3. Seniority Tie-Breaking**

For layoff purposes only, if it becomes necessary to break the tie of two (2) or more employees within the agency, such tie-breaking shall be by lottery.

### **ARTICLE XVII**

#### **Filling of Vacancies, Days Off, Shift Assignment, Work Schedules, and Transfer Rights**

## **Section 1. Definition of a Permanent Vacancy**

For the purpose of the 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 AFSCME bargaining unit employees as a result of demotion or voluntary reduction in lieu of layoff, pursuant to a layoff plan, shall not be considered permanent vacancies for the purpose of this Article or subject to the posting requirements of Section 2 of this Article from the time the agency notifies the Union of layoff pursuant to Article XX, Layoff, or the employee receives official notice of his/her demotion until the effective date of same.

A CU-500 employee who is subject to layoff shall be offered a Master Contract vacancy if there are no Master Bargaining Unit employees subject to layoff who exercise their right to such position pursuant to Article XX of the Master AFSCME Contract.

The Union shall receive prior notification of employees who take a transfer or voluntary reduction to avoid layoff.

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.

(d) Vacant positions shall not be considered permanent vacancies for posting purposes in the Agency in which a layoff plan has been established from the time of establishment until the layoff plan has been implemented.

A non-AFSCME bargaining unit employee who is demoted or takes a voluntary reduction in lieu of layoff pursuant to the layoff plan, shall only be offered a vacant position if there are no AFSCME-represented employees who choose to exercise their contractual rights pursuant to this Agreement or the Master Agreement to such position after a five (5) work day posting period.

## **Section 2. Posting**

Permanent vacancies shall be posted for bid at the facility on the Employer's and other appropriate bulletin boards for a period of ten (10) working days. Once a vacancy is posted and employees have submitted bids for the positions, the vacancy will

not be posted again for a period of ninety (90) days unless all of the original bidders decline the position.

Any bargaining unit employee may bid on a position; however, they must be deemed qualified and eligible in order to be considered for selection. An employee on leave of absence is not considered eligible unless, upon acceptance of the position, the employee is able to commence performing the duties within ten [10] working days of being offered the position. The bid notice shall state the position classification, the shift, the days off, the work location and assignment, and the rate of pay for such job. It is understood that the shift and/or the days off may be subject to change.

Permanent vacancies shall be filled by the application of the provisions of this Article and Article XVIII in the following order of priority:

- (a) Shift Preference
- (b) Recall or transfer on layoff
- (c) Intra- and Inter-Agency transfer on recall

An employee on a recall list shall have the right to transfer to a permanent vacancy in any bargaining unit in the same position classification or other position classifications for which he/she is qualified in the employing agency and other agencies. The employee is responsible for applying for and/or identifying available vacancies by the close of the posting period for the position(s). Any successful bidder shall be removed from the recall list unless the position results in a loss of pay. It is understood by the parties that promotion is not an option under this provision.

- d) Parallel pay grade and voluntary reduction
- e) Transfer

### **Acceptance of Position**

Any bidder who has been selected for a vacancy must make known his/her acceptance within three (3) working days of receiving notice of his/her selection. Failure to accept the position within said time limit shall constitute a waiver of the position. Employee shall not be asked or required to resign from their current position in order to be selected for any other position in any other AFSCME bargaining unit regardless of Agency.

### **Section 3. Days Off**

"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 work week.

Employees within the same general work assignment, same position classification, and same shift may exercise their seniority as defined in Article XVI, Section 1 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 work week. 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.

#### **Section 4. Parallel Pay Grade and Voluntary Reduction**

Vacancies shall be filled in accordance with the following:

1. The Employer, if requested, shall supply the employee with Form CMS-100B. Employees shall be allowed a reasonable period of time to complete the form without loss of pay during normal work hours. The employee must return the form to the Examining Division, Department of

Central Management Services, within the prescribed posting time limits.

2. Order of Selection

Selection shall be, from among employees certified in their current position classification, the employee with the most seniority in an equal to or higher position classification.

Work location priorities for the above are as follows:

- (i) Employees at the work location where the vacancy occurs;
- (ii) Other work locations of the Agency within the county unless mutually agreed otherwise on an Agency basis.

3. For the purposes of this Section, the employee selected to fill such permanent vacancy shall be selected from eligible and qualified bidders on the basis of seniority as defined in Article XVI. However, a bidder with less than one (1) year service in the Agency in which the vacancy arises shall not be awarded the position unless there are no eligible and qualified bidders with more than one (1) year's service with the Agency.

4. A certified employee selected through voluntary reduction shall be certified in that position classification without serving a probationary period. A probationary employee who voluntarily reduces shall serve a new probation period.

5. An employee selected from a parallel or lower pay grade shall be returned to his/her former position classification (seniority permitting) any time during the certification period, which shall consist of four [4] months of continuous service. In addition, an employee may voluntarily return to such position classification at his/her former step and creditable service

date, seniority permitting, during the certification period, if such a return is to a permanent vacancy. Such movement supersedes all priorities listed in Section 2 of this Article.

6. If there are no qualified bidders the Employer may at its prerogative fill the vacancy from the voluntary non-bidders or by hiring new employees provided there are no employees in a higher position classification on the appropriate recall lists.

7. Nothing contained in this Article shall prevent the Employer from temporarily filling a posted vacancy.

#### **Section 5. Shift Preference**

The assignment of employees to shifts will be made based on seniority. An employee may exercise his/her seniority to retain his/her shift assignment when changes in shift assignment are made by the Employer.

The most senior employee making a request for a vacancy in his/her classification on another shift shall be selected for such vacancy.

a) When permanent changes in shift assignments are made, employees within a position classification at a facility shall be entitled to exercise seniority as defined in this Article to retain their current shift assignment.

b) During each contract year, no more than 20% of the employees within a bargaining unit position classification at a facility (but no less than one bargaining unit employee, or if 20% of the employees results in a fraction then the Employer will round up to the next whole number) shall be permitted to exercise seniority as defined in Article XVI to displace in the shift of his/her choice the least senior employee within such position classification and shift so long as such choice is exercised within the employee's normal area of assignment (by ward, program or physical area, as the case may be). No employee shall be permitted to exercise his/her choice hereunder more than once during each contract year. An employee shall be eligible to exercise seniority pursuant to this Section for any starting or quitting time that is different from the employee's current work

schedule provided such schedule is set forth in the appropriate Supplemental Agreement.

This subsection may be modified by the parties at local supplemental negotiations to allow local flexibility with shift preference and related bumping.

- c) Seniority as used herein shall be defined in Section 2 of Article XVI.
- d) "Shift Bumping" request procedure:
  - 1) Requests shall be made in writing to the immediate supervisor at least fifteen (15) days in advance of the time the employee requests such shift change to take place.
  - 2) The employee being displaced by such request shall be given the notice of such displacement and the shift assigned as soon as possible, but no later than ten (10) working days prior to such change.
  - 3) The change or exchange of shifts shall take place starting with the first day of the bumped employee's work week. 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 change requested.
  - 4) A displaced employee may exercise his/her seniority to displace a junior employee on a shift of his/her preference and such employee may give fifteen (15) days notice under subsection (1) above any time after he/she receives notice of the original displacement. Such employee's shift change shall not be deemed or counted as the one choice allowed an employee during each contract year nor be charged against the 20% limit for all employees, if such request is made within forty-five (45) days of being notified under (2) above.
  - 5) Management shall notify the Union of all shift displacements prior to the actual displacement taking place.

Grievances involving shift preferences shall be processed directly to Step 3 as a priority grievance and subject to the priority grievance procedure.

## **Section 6. Work Schedules**

Current work schedules shall be reduced to writing and provided to the CU-500 Unit at the Agency/Local level. The CU-500 Unit shall receive reasonable advance notice in writing of work schedule changes, subject to the operating needs of the facility. Upon timely request, the Employer will meet and discuss such changes prior to implementation.

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 eight (8) hours of paid time for sleep and rest.

## **Section 7. Transfers**

### General Provisions

1. A CU-500 employee, who has at least eighteen (18) months seniority and desires to transfer to the same position classification at another facility, shall file a request for transfer form with the Agency Personnel Office. The Agency Personnel Office shall send copies of the transfer request form to the personnel liaison(s) responsible for handling personnel transactions for both the employee's current institution and the institution the employee indicates he/she wishes to transfer to. Such request for transfer will be effective twenty-four (24) months from the date received in the Agency Personnel Office. For purposes of this Section, Lieutenants and Juvenile Justice Supervisors are interchangeable subject to weapons qualification of Youth Supervisor IV's seeking to transfer to a Lieutenant position.
2. It is understood that for security employees every third vacancy and for non-security the first of every three vacancies in each CU-500 classification at each facility shall be filled in this manner, provided that there are qualified bidders pursuant to this section. The remaining vacancies shall be filled by contractually-entitled promotional bidders from CU-500 or Master Contract bargaining unit employees.
3. When an employee transfers from an institution, no other employee in the same position classification will be allowed to transfer from that institution, unless operational needs permit, until the transferred employee's position is filled.

However, an employee's effective date of transfer shall be the date he/she otherwise would have been transferred and that position for which the employee was selected shall be held vacant until the employee is able to physically transfer.

4. An employee who has been suspended for more than thirty (30) days within the twenty-four (24) months immediately preceding the effective date of transfer shall not be permitted to transfer. An employee who has been suspended for more than five (5) days within the twelve (12) months immediately preceding the effective date of transfer shall not be permitted to transfer. An employee who has been suspended for five (5) days or less within the twelve months immediately preceding the effective date of transfer shall not be permitted to transfer unless six (6) months or more have elapsed between the date the last suspension was imposed and the effective date of transfer.
5. An employee who is on "furnish-proof" status shall not be eligible for transfer.
6. All transferred employees will be provided the regular orientation and/or regular refresher course in the new institution.
7. An employee who exercises his/her right to transfer will not be eligible to transfer again for twenty-four (24) months from the effective date of transfer.
8. Except during the initial staffing of a new institution, an employee transferring under the provisions of this Agreement, or transferring by other means, shall not be able to exercise his/her seniority for a days off schedule and/or shift preference for a period of twelve (12) months from the effective date of the transfer.
9. The name of an employee who declines an offer to transfer under the terms of this Section shall be removed from the transfer request list. Such employees may resubmit a transfer request after six (6) months have elapsed from the date the transfer offer was declined.

#### Initial Staffing of New Facilities

#### Lieutenants and Juvenile Justice Supervisors

1. During the initial staffing requirements of a new facility, the first 50% of vacancies shall be filled in accordance

with seniority from those employees desiring to transfer from the transfer list in accordance with the above procedure, provided there are sufficient employees on the transfer list;

2. During the initial staffing requirements of a new facility, no more than the next 25% of vacancies shall be filled by "other means" provided those "other means" employees are either Youth Supervisor IV's, Lieutenants or Upward Mobility Certified employees.
3. Any remaining vacancies shall be filled through the Upward Mobility Program.

All Other CU-500 Position Classifications

4. During the initial staffing requirements of a new facility, no more than the first 75% of CU-500 Position Classification vacancies (excluding Lieutenants) shall be filled by "other means";
5. Any remaining vacancies shall be filled in accordance with seniority from those employees desiring to transfer from the transfer list in accordance with the above procedure.

## ARTICLE XVIII

### Layoff

The procedures set forth in this Article shall not apply to emergency shutdowns of five (5) days or less where all employees are to be recalled. Time in non-work status as a result of emergency shutdown pursuant to 80 IL. Admin. Code ss303.310 shall be with pay.

#### Section 1. Layoff

An employee shall be subject to layoff in accordance with Article XVI, Section 2 and the following procedure:

- a) An employee subject to layoff and not choosing layoff status shall be placed in the position classification with the highest pay grade in the facility from among the following:
  - (i) The position classification with the equal or next highest pay grade below the employee's present pay grade within the CU-500 bargaining unit;
  - (ii) An equal or lower rated position classification in which the employee was previously certified with the same or lower pay grade. Offers of transfers or voluntary reduction shall be by seniority in the general order outlined for the bumping process.
- b) An employee who will be laid off from a facility after application of the foregoing procedure shall be offered assignment to a vacancy existing within an equal or lower pay grade in the employee's position classification series at another facility within the department prior to the effective date of layoff. If the employee does not accept such vacancy by notifying the Employer thereof within three (3) working days after the Employer's offer, it shall be deemed to be refused. Any such transfer under this Paragraph (b)

shall not be considered a transfer under Section 302.430 of the Personnel Rules.

An employee, going to an equal pay grade or reduced pay grade by virtue of layoff or laid off from work shall retain recall rights to his/her former position classification on recall lists established therefore by the Director. Any layoff plan submitted to the Director under the Department of Central Management Services' Personnel Rules shall be prepared on the basis of seniority as defined in Article XVI, Section 1, shall refer only to the facility and position classification(s) affected by such layoff, and shall otherwise comply with other Department of Central Management Services' Personnel Rules and procedures with respect to layoffs.

## **Section 2. Notice**

Except in the case of emergencies, the Agency shall provide the Union and the employees to be affected by the proposed layoff thirty (30) days notice of such proposed layoff. In the event such notice is not given, the Union will be notified and informed of the reasons for the lack of notice.

## **Section 3. Recall**

- (a) When forces are increased or permanent vacancies occur within a position classification, employees laid off from such position classification at the facility shall be recalled to such position classification in accordance with seniority as defined in Article XVI, Section 1; provided, however, when two or more facilities are within the same county, the recall list will be constituted by county and, thus, laid off employees from such facilities shall be recalled to their position classifications at any facility within said county in accordance with seniority as defined in Article XVI, Section 1. All employees subject to layoff or on layoff may select up to two (2) counties in addition to the county from which they have been laid off on whose recall list they wish their name to appear, and shall be so listed. Such county preference must be made known to the Employer anytime prior to the effective date of the layoff. If an employee elects a lateral move, or takes a voluntary reduction in lieu of layoff, or is recalled to another county other than

his/her county of layoff, he/she shall retain recall rights to his/her county of layoff.

- (b) Vacancies in position classifications covered by this Agreement not filled by recall or bid shall be offered to qualified employees on layoff from higher-rated position classifications at the facility before any new employee is hired.
- (c) An employee laid off from work shall retain and accumulate seniority and continuous service during such layoff not to exceed three (3) years.
- (d) There shall be no appointments under Personnel Rules 302.90 and 302.580 (except as provided in this Agreement), to any position classification where there are employees with recall rights under this Agreement, except where a demoted employee or an employee being reduced as a result of a layoff has greater seniority than the employees on layoff from that position classification.
- (e) Employees who after layoff or voluntary reduction in lieu of layoff are returned to the former position classification from which they were laid off or voluntarily reduced shall be placed at a pay step based on creditable service as if uninterrupted.

**ARTICLE XIX**  
**Leaves of Absence**

**Section 1. General Leave**

The Employer may grant leaves of absence without pay to employees for periods not to exceed six (6) months. Such leaves may be extended for good cause by the Employer for additional six (6) month periods.

**Section 2. Leave for Elected Office**

Any employee who is elected to a State office shall, upon request, be granted a leave of absence for the duration of the elected term.

**Section 3. Educational Leave**

- a) A leave of absence for a period not to exceed one (1) year may be granted an employee in order that the employee may attend a recognized college, university, trade or technical school, high or primary school, provided that the course of instruction is related to the employee's employment opportunities with the State and is of potential benefit to his/her State service. Before receiving the leave, or an extension thereof, the employee shall submit to the Employer satisfactory evidence that the college, university or other school has accepted him/her as a student and, on the expiration of each semester or other school term, shall submit proof of attendance during such term. Such leaves may be extended for good cause for additional periods not to exceed one (1) year each. Such leaves or extensions thereof shall not be unreasonably denied.
  
- b) If because of changes in certification, accreditation or licensure employees are required by the Employer to take courses on a part-time basis so as to retain their present position classification such employees shall be granted reasonable time for such without loss of pay. Those employees required to take courses on a full-time basis will be granted a leave of absence without pay. Where employees retain classification status despite increased standards, such employees shall be eligible.

**Section 4. Veteran's Leave**

Leaves of absence shall be granted to employees who leave their positions and enter military service for five (5)

years or less (exclusive of any additional service imposed pursuant to law). An employee shall be restored to the same or a similar position on making an application to the Employer within ninety (90) days after separation from active duty or from hospitalization continuing after discharge for not more than one (1) year. The employee must provide evidence of satisfactory completion of training and military service when making application and be qualified to perform the duties of the position. Any permanent 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 Employer with certification by a responsible authority that the period of the leave was actually used for such purpose.

#### **Section 5. Military Reserve Training and Emergency Call-up**

- a) Any full-time employee who is a member of a reserve component of the Armed Services, the Illinois National Guard or the Illinois Naval Militia, shall be allowed annual leave with pay in accordance with the provisions of 5ILCS 325 et seq. to fulfill the military reserve obligation. Such leaves will be granted without loss of seniority or other accrued benefits.
- b) In the case of an emergency call-up (or order to State active duty) by the Governor, the leave shall be granted for the duration of said emergency with pay and without loss of seniority or other accrued benefits. Military earnings for the emergency call-up paid under the Illinois Military Code must be submitted and assigned to the employing agency, and the employing agency shall return it to the payroll fund from which the employee's payroll check was drawn. If military pay exceeds the employee's earnings for the period, the employing agency shall return the difference to the employee.
- c) To be eligible for military reserve leave or emergency call-up pay, the employee must provide the employing agency with a certificate from the commanding officer of his/her unit that the leave taken was for either such purpose.
- d) Any full-time employee who is a member of any reserve component of the United States Armed Forces or of any reserve component of the Illinois State Militia shall be granted leave from State employment for any period

actively spent in such military service including basic training and special or advanced training, whether or not within the State, and whether or not voluntary.

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

#### **Section 6. Peace or Job Corps Leave**

Any employee who volunteers and is accepted for service in the overseas or domestic Peace or Job Corps shall be given a leave of absence from employment for the duration of the initial period of service and restored to the same or similar position, provided that the employee returns to employment within ninety (90) days of the termination of the employee's service or release from hospitalization from a service-connected disability.

#### **Section 7. Adoption Leave**

Employees shall be granted leaves of absence without pay for a period not to exceed one (1) year for the adoption of a child. Such leave may be extended pursuant to Section 9 of this Article.

#### **Section 8. Child Care Leave**

Employees shall be granted leaves of absence without pay for a period not to exceed six (6) months for the purposes of child care in situations where the employee's care of the child is required to avoid unusual disturbances in the child's life. Such leave may be renewed pursuant to Section 1 above.

#### **Section 9. Family Responsibility Leave**

- a) An employee, who wishes to be absent from work in order to meet or fulfill responsibilities, as defined in subsection (f) below, arising from the employee's role in his or her family or as head of the household may,

upon request and in the absence of another more appropriate form of leave, be granted a Family Responsibility Leave for a period not to exceed one (1) year. Such request shall not be unreasonably denied. Employees shall not be required to use any accumulated benefit time prior to taking Family Responsibility Leave.

- b) Any request for such leave shall be in writing by the employee reasonably in advance of the leave unless precluded by emergency conditions, stating the purpose of the leave, the expected duration of absence, and any additional information required by agency operations.
- c) Such leave shall be granted to any permanent full-time employee, except that an intermittent employee shall be non-scheduled for the duration of the required leave.
- d) "Family Responsibility" for purposes of this Section is defined as the duty or obligation perceived by the employee to provide care, full-time supervision, custody or non-professional treatment for a member of the employee's immediate family or household under circumstances temporarily inconsistent with uninterrupted employment in State service.

Subject to the time limits of this Section and to the standards of Section 9(f) below, an employee, upon request, shall be permitted to work a part-time schedule unless to do so would interfere with the operating needs of the Agency.

- e) "Family" has the customary and usual definition for this term for purposes of this Section, that is:
  - 1) group of two or more individuals living under one roof, having one head of the household and usually, but not always, having a common ancestry, and including the employee's spouse;
  - 2) such natural relation of the employee, even though not living in the same household, as parent, sibling or child; or
  - 3) adoptive, custodial and "in-law" individuals when residing in the employee's household or any relative or person living in the employee's household for whom the employee has custodial responsibility or where such person is financially and emotionally dependent on the employee and

where the presence of the employee is needed but excluding persons not otherwise related of the same or opposite sex sharing the same living quarters but not meeting any other criteria for "family".

- f) Standards for granting a Family Responsibility Leave are:
- 1) to provide nursing and/or custodial care for the employee's newborn infant, whether natural born or adopted for a period not to exceed one (1) year;
  - 2) to care for a temporarily disabled, incapacitated or bedridden resident of the employee's household or member of the employee's family;
  - 3) to furnish special guidance, care or supervision of a resident of the employee's household or a member of the employee's family in extraordinary need thereof;
  - 4) to respond to the temporary dislocation of the family due to a natural disaster, crime, insurrection, war or other disruptive event;
  - 5) to settle the estate of a deceased member of the employee's family or to act as conservator if so appointed and providing the exercise of such functions precludes the employee from working; or,
  - 6) to perform family responsibilities consistent with the intention of this Section but not otherwise specified.
- g) If an agency requires substantiation or verification of the need by the employee for such leave, the substantiation or verification shall be consistent with and appropriate to the reason cited in requesting the leave, such as:
- 1) a written statement by a physician or medical practitioner licensed under the "Medical Practices Act" 225 ILCS 60. et seq.) or under similar laws of Illinois or of another state or country or by an individual authorized by a recognized religious denomination to treat by prayer or spiritual means, or by a person who holds a current national certification as a Nurse Practitioner. Such

- verification to show the diagnosis, prognosis and expected duration of the disability requiring the employee's presence;
- 2) written report by a social worker, psychologist, or other appropriate practitioner concerning the need for close supervision or care of a child or other family member;
  - 3) written direction by an appropriate officer of the courts, a probation officer or similar official directing close supervision of a member of the employee's household or family; or,
  - 4) any reasonable independent verification substantiating that the need for such leave exists.
- h) Such leave may not be renewed, however a new leave may be granted at any time for any appropriate reason other than that for which the original leave was granted.
  - i) If an agency has reason to believe that the condition giving rise to the given need for such leave no longer exists during the course of the leave, it should require further substantiation or verification and, if appropriate, direct the employee to return to work on a date certain.
  - j) Failure of an employee upon reasonable request by the employing Agency to provide such verification or substantiation timely may be cause on due notice for termination of the leave.
  - k) Such leave shall not be used for purpose of securing alternative employment. An employee during such leave may not be gainfully employed full-time, otherwise the leave shall terminate.
  - l) Upon expiration of a Family Responsibility Leave, or prior to such expiration by mutual agreement between the employee and the employing Agency, the Agency shall return the employee to the same or similar position classification that the employee held immediately prior to the commencement of the leave. If there is no such position available, the employee will be subject to layoff in accordance with the Section on Voluntary Reduction and Layoff.

- m) Nothing in this Section shall preclude the reallocation or abolition of the position classification of the employee during such leave nor shall the employee be exempt from the Section on Voluntary Reduction and Layoff by virtue of such leave.
- n) The Employer shall pay its portion of the employee's health and dental insurance (individual or family) for up to six (6) months while an employee is on a family responsibility leave and also would qualify for a leave pursuant to the criteria set forth in the Family and Medical Leave Act of 1993.
- o) All female bargaining unit members who show proof that they have received prenatal care in the first twenty (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 24<sup>th</sup> week of pregnancy. All male bargaining unit members who show that their spouses have received prenatal care in the first twenty weeks, with notification to the Employer within twenty-four (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 had been initiated. Adoption leave shall be limited to one (1) leave per family per year.

#### **Section 10. Leave for Union Office**

The Employer shall grant requests for leaves of absence for not more than two (2) bargaining unit employees at any one time for the purpose of service as AFSCME representatives or officers with the International, State, or Local organization of the Union for up to a maximum of two (2) years each, provided adequate notice thereof is given to the Employer and the granting of such leave will not substantially interfere with the Employer's

operations. Such leaves shall be in increments of no less than one (1) month. The number and length of such leaves may be increased or decreased by mutual agreement of the parties. Leaves currently in effect shall be extended for the duration of the Agreement if so requested.

#### **Section 11. Leave to Take Exempt Position**

The Director of Central Management Services may approve leaves of absence for certified employees who accept appointment in a State position which is exempt from Jurisdiction "B" of the Personnel Code. Such leaves of absence may be for a period of one (1) year or less and may be extended for additional one (1) year periods.

#### **Section 12. Attendance in Court**

Any employee called for jury duty or subpoenaed by a legislative, judicial, or administrative tribunal, shall be allowed time away from work with pay, except in matters of non-work related personal litigation, for such purposes. Upon receiving the sum paid for jury service or witness fees, 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. An employee called for reasons contained herein shall have such days considered as days worked for the purpose of scheduling and shall be given commensurate days off from work on his/her next scheduled work day(s) for any days which he/she would otherwise not have worked.

#### **Section 13. Leave to Attend Professional Meetings**

Employees shall be granted reasonable amounts of leave with pay to attend professional meetings.

#### **Section 14. Leave for Personal Business**

A. All employees shall be permitted three (3) personal 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 in increments of less than one half ( $\frac{1}{2}$ ) hour 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 (1/2) hour. Except for those emergency situations which preclude the making of prior arrangements, such days (or hours) 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, unless such separation is due to retirement, disability or death, in which event the employee, or the employee's estate, as the case may be, shall be paid a lump sum for the number of days for leave for personal business which the employee had accumulated but not used as of the day his/her services were terminated, in an amount equal to one-half (1/2) of his/her pay per working day times the number of such leave days so accumulated and not used.

- B. When requested within current procedural guidelines, with reasonable advance notice, personal business days shall be granted, unless an emergency of an extreme nature would cause cancellation of such day off. When an employee is claiming an emergency situation in regards to use of a personal business day, the Employer has the right to inquire as to the nature of the emergency, although normally such inquiry would occur when reasonable grounds exist to suggest abuse, or if an operational emergency of an extreme nature exists.

The necessity of overtime assignment shall not be a consideration in the granting of requested personal time under this Section 14.

- C. If an employee claims the use of an emergency personal business day on holidays listed in this Agreement, or on the day before or day after said holiday, the Employer has the right, upon request, to require documentation of the emergency when reasonable grounds exist to suggest abuse.

#### **Section 15. Sick Leave**

- A. All employees shall accumulate paid sick leave at the rate of one (1) day for each month's service. Sick leave may be used for illness disability, or injury of the employee, appointments with doctor, dentist or other professional medical practitioner including a person who holds a current national certification as a nurse practitioner, in the event of illness, disability, injury, appointments with doctor, dentist or other professional medical practitioner including a person who

holds a current national certification as a nurse practitioner, 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, grandchildren or any relative or person living in the employee's household for whom the employee has custodial responsibility or where such person is financially and emotionally dependent on the employee and where the presence of the employee is needed. Sick leave may also be used in the event of death of grand-relations and parent and child-in-laws. Except for pre-scheduled office visits or examinations which may be charged against sick leave in one (1) hour increments, sick leave shall be used in one-half ( $\frac{1}{2}$ ) day increments. Supervisors may, however, grant employee requests to use sick leave in increments of fifteen (15) minutes after a minimum use of one half ( $\frac{1}{2}$ ) hour. The Employer will not discipline an employee for legitimate use of sick days if taken within procedural guidelines. The Employer may request evidence, which may be in the form of a written medical certification of use of sick leave if reasonable grounds exist to suspect abuse. If the Employer demands an additional form of proof, different than that which was furnished by the employee, and involves cost to the employee, the Employer shall pay the cost of such professional services when such verifies that the employee was not abusing sick leave. When the employee is directed to obtain such evidence during his/her hours of scheduled work, the employee shall be allowed time off without loss of pay or other benefits. Abuse of sick time is the utilization of sick days for reasons other than those stated in the Collective Bargaining Agreement. Visits of four (4) days per year to a Veterans' hospital or clinic for examination needed because of military service connected disability shall be in pay status without charge to sick leave.

If an emergency or other special circumstances prohibit the scheduling of medical appointments on the employee's day off, sick time may be taken in four (4) hour increments for appointments with doctors, dentists or other recognized professional medical practitioners. Otherwise, sick leave shall be used in one-half ( $\frac{1}{2}$ ) day increments.

B. Guidelines on Proof Status.

At the time an employee is placed on proof status, the Employer will submit to the employee, in writing, the

reasons for placing the employee on proof status. The amount of usage of sick time alone shall not be the basis for placing an employee on proof status. Proper medical certification must contain the following elements:

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

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

An employee, not on proof status, who utilizes sick leave may, at the employee's discretion provide medical certification for any such absence and have such certification included in his/her supervisor's file. Absences for which medical certification has been provided shall not be a consideration in the determination of whether or not to place an employee on proof status.

An employee shall be awarded one additional personal day on January 1st of each calendar year if no sick time was used in the preceding twelve (12) month period, beginning on January 1st and ending on December 31st. Such additional personal day shall be liquidated in accordance with Section 15 of this Article.

#### **Section 16. Payment in Lieu of Sick Leave**

- a) Upon termination of employment for any reason, upon movement from a position subject to the Personnel Code to another State position not subject to the Code, or upon indeterminate layoff, an employee or the employee's estate is entitled to be paid at half rate for unused sick leave which has accrued on or after January 1, 1984, and prior to January 1, 1998, provided the employee is not employed in another position in State

service within four (4) calendar days of such termination.

- b) For purposes of this Section, sick leave is deemed to be used by an employee in the same order it is granted, that is, the earliest accrued sick leave is liquidated first.

Effective January 1, 1998, sick leave used by an employee shall be charged against his or her accumulated sick leave in the following order: first, sick leave accumulated before January 1, 1984; then sick leave accumulated on or after January 1, 1998; and finally sick leave accumulated on or after January 1, 1984 but before January 1, 1998.

- c) In order to determine the amount of sick leave to be paid upon termination of employment, the operating agency will: (i) compute the amount of sick leave granted to the employee on and after January 1, 1984 and prior to January 1, 1998; (ii) compute the employee's leave balance at time of termination; and (iii) cause lump sum payment to be paid for one-half (1/2) of the amount of (i) or (ii), whichever is the lesser amount.
- d) In the event an employee has a negative sick leave balance when employment is terminated, no payment shall be made to the employee and the unrecouped balance due is cancelled.
- e) An employee who is reemployed, reinstated or recalled from indeterminate layoff and who received lump sum payment in lieu of unused sick days may have such days restored by returning the gross amount paid by the State for the number of days to be so restored to the employee's sick leave account.
- f) An employee shall be allowed to carry over from year to year of continuous service any unused sick leave allowed under this Section and shall retain any unused sick leave or emergency absence leave accumulated prior to December 19, 1961.
- g) Accumulated sick leave available at the time an employee's continuous State service is interrupted for which no salary payment is made shall upon verification be reinstated to the employee's account upon return to full-time or regularly scheduled part-time employment except in temporary or emergency status. This

reinstatement is applicable provided such interruption of service occurred not more than five (5) years prior to the date the employee re-enters State service and provided such sick leave has not been credited by the appropriate retirement system towards retirement benefits.

- h) An employee taking leave to provide nursing and/or custodial care for the employee's newborn infant, whether natural born or adopted, shall not be required to use any amount of accumulated sick leave he/she does not request.
- i) The guidelines for enrollment and usage of Sick Leave Banks are enumerated in the Memorandum of Understanding signed by the parties.

#### **Section 17. Carry-Over**

Employees shall be allowed to carry over from year to year of continuous service any unused sick leave allowed under this provision and shall retain any unused sick leave accumulated prior to the effective date of this Agreement.

#### **Section 18. Advances**

Any 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 with the written approval of the Employer. Such advances will be charged against sick leave accumulated later in subsequent service.

#### **Section 19. Service-Connected Injury and Illness**

An employee who suffers an on-the-job injury or who contracts a service-connected disease, shall be allowed full pay during the first calendar week, the first six (6) consecutive calendar days without utilization of any accumulated sick leave or other benefits. Thereafter, the employee shall be permitted to utilize accumulated sick leave. In the event such service-connected injury or illness becomes the subject of an award by the Workers Compensation Commission, the employee shall restore to the State the dollar equivalent which duplicates payment received as sick leave days, and the employee's sick leave account shall be credited with the number of sick leave days used. An employee who suffers an on-the-job injury or who contracts a service-connected disease shall not be required to

utilize any accumulated sick days prior to being granted an illness or injury leave under Section 21, below.

Employees whose compensable service-connected injury or illness requires appointments with a doctor, dentist, or other professional medical practitioner shall with supervisor approval be allowed to go to such appointments without loss of pay and without utilization of sick leave.

#### **Section 20. Alternative Employment Program**

The Employer will implement an alternative employment program for any employee who is able to perform alternative employment after a work related or non-work related disability which precludes that employee from performing his or her currently assigned duties pursuant to P.A. 84-876 as it pertains to Section 8c (6) of the Personnel Code.

#### **Section 21. Illness or Injury Leave**

Employees who have utilized all their accumulated sick leave days (except as provided in Section 19 above) and are unable to report to or back to work because of the start of or continuance of their sickness or injury, including pregnancy related disability, shall receive a disability leave. During said leave the disabled employee shall provide written verification by a person licensed under the Illinois Medical Practice Act or under similar laws of Illinois (including a person who holds a current national certification as a Nurse Practitioner). Such verification shall show the diagnosis, prognosis and expected duration of the disability; such verification shall be made no less often than every thirty (30) days during a period of disability unless the nature of the illness precludes the need for such frequency. Prior to requesting said leave, the employee shall inform the Employer in writing of the nature of the disability and approximate length of time needed for leave. The written statement shall be provided by the attending physician. If the Employer has reason to believe the employee is able or unable to perform his/her regularly assigned duties and the employee's physician certifies he/she as being able or unable to report back to work the Employer may rely upon the decision of an impartial physician as to the employee's ability to return to work. Such examination shall be paid for by the Employer. The Employer will not arbitrarily deny such leave request.

#### **Section 22. 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 21 accumulation shall not exceed three (3) years and Sections 1 and 2 where there shall be no accumulation of seniority and continuous service. A probationary employee serving an initial probation shall not accumulate seniority during such leave beyond the amount of time they have been employed with the State provided that such accumulation shall not reduce the probationary period.

### **Section 23. Employee Rights after Leave**

When an employee returns from any leave of absence permitted by this Agreement, the Employer shall return the employee to the same or similar position in the same position classification in which the employee was incumbent prior to the commencement of such leave, seniority permitting. If the employee does not have the seniority, the layoff provisions of this Agreement shall apply.

### **Section 24. Failure to Return from Leave**

Failure to return from a leave of absence within five (5) days after the expiration date thereof may be cause for discharge, unless it is impossible for the employee to so return and evidence of such impossibility is presented to the Employer within five (5) days after the expiration of the leave of absence or as soon as physically possible.

### **Section 25. Resolution of Leave Disputes**

If a dispute is present regarding an employee's ability to perform his/her assigned duties, including light duty in agencies with such policies, the parties shall seek and rely on the decision of an impartial physician who is not a State employee. Any physician used in accordance with this Section must be mutually agreed to by the parties.

In the case of a dispute involving service-connected injury or illness, no action shall be taken which is inconsistent with relevant law and/or regulations of the Workers Compensation Commission. Such determination shall pertain solely to an employee's right to be placed on, or continued on, illness or injury leave, including service connected illness or injury leave.

**ARTICLE XX**  
**Personnel Files**

**Section 1. Number, Type and Content**

Only one (1) personnel file shall be maintained at a facility for each employee and the Agency shall have the right to maintain a personnel file at their central office. The Department of Central Management Services shall keep and maintain an official personnel file for employees, which shall contain no information not in the facility (work location) file. 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 or its counsel in the course of preparation for any pending case, such as DHR or Civil Service matter or grievance.

## **Section 2. Supervisor's Files**

An employee's supervisor may maintain a file pertaining to an employee which shall contain job related information only. It shall be the supervisor's responsibility to inform the employee of any detrimental material in the file that may affect the employee's performance evaluation. An employee may grieve over the factuality or propriety of any material in such file. Such files shall be confidential. Both parties agree that an employee's failure to challenge any material in such file does not justify the conclusion that the employee is in agreement with any such material. The file shall not follow the employee upon leaving the jurisdiction of the supervisor. Any detrimental material shall be removed from the file after twelve (12) months from the date of placement of such. Such files shall not contain a copy of any disciplinary action against an employee.

## **Section 3. Employee Review**

Employees and/or their authorized Union representatives, if authorized by the employee, shall have the right, upon request, to review the contents of their personnel files and supervisor's files. Such review may be made during working hours, with no loss of pay for time spent, and the employee may be accompanied by a Union representative if he/she so wishes. Reasonable requests to copy documents in the files shall be honored.

## **Section 4. Employee Notification**

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

## **Section 5. Non-Job Related Information**

Detrimental information concerning non-merit factors not related to the performance of job duties shall not be placed in

an employee's personnel file, nor be placed in a supervisor's file so maintained for the employee.

#### **Section 6. Telephone Numbers**

Upon request of the Employer, an employee shall provide the Employer with his/her current phone number. The Employer shall not release an employee's phone number and/or address to non-work related sources without the employee's permission.

#### **Section 7. Privacy**

The Employer shall take the necessary steps to protect the integrity of employee information. Access to such information shall be limited to those individuals or entities for whom the information is essential. The Employer shall be able to identify persons or entities that have had access to the information. The parties recognize the Employer's obligation to comply with federal and state laws which help insure the confidentiality of employees' personal information including, but not limited to the Personnel Records Review Act (820 ILCS 40/0.01) and the Federal Health Insurance Portability and Accountability Act of 1996 (HIPPA), (Pub. L. No. 104-191).

### **ARTICLE XXI 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 employees.

Except where present practice provides otherwise, written evaluations shall be prepared by the employee's supervisor who is outside the bargaining unit and/or an employee in the same or higher position classification which has historically performed such evaluation 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.

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.

**ARTICLE XXII**  
**Employee Development and Training**

**Section 1. Policy**

The Employer and the Union recognize the need for the training and development of employees in order that services are efficiently and effectively provided and employees are afforded the opportunity to develop their skills and potential. In recognition of such principle the Employer shall endeavor to provide employees with reasonable orientation with respect to current procedures, forms, methods, techniques, materials and equipment normally used in such employees' work assignments and periodic changes therein, including where available and relevant to such work, procedural manuals. The Employer hereby subscribes to the principles of career ladders and promotions within its organization.

**Section 2. Courses of Instruction**

The Employer will request funding for a budget of at least \$20 per employee per fiscal year for purposes of tuition reimbursement. Employees will be entitled to reimbursement subject to the availability of these funds for tuition expenses for academic work that is determined by the Employer to be job related. All such reimbursements are subject to verification by the employee and subsequent approval from the Employer. Employees whose job requires a license or certification which requires them to attend classes or take courses shall have the cost of such classes and coursework covered by the available Upward Mobility funds consistent with guidelines established by the Upward Mobility Advisory Committee.

Current agency practice with respect to the tuition reimbursement policies and taking of paid time off for courses of instruction shall remain in full force and effect.

### **Section 3. Trainee Programs**

The Employer agrees that its trainee programs shall be implemented and administered in accordance with Personnel Rules 302.170 and 302.180. Employees shall receive first consideration for entry into trainee programs prior to new hires. However, nothing in this Section precludes the Employer from filling trainee positions with new hires.

### **Section 4. Opportunities for Employees with Disabilities**

Wherever possible, the Employer will allow employees with disabilities to use alternative techniques, aids and appliances, in order that such employees may fully use their skills as necessary for their duties. The provision of such aids and appliances or reimbursement therefore shall be subject to local level supplemental negotiations.

### **Section 5. Training Information**

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

### **Section 6. Grades**

In all cases where changes are made to a position classification that invalidates an employee's grade, the Employer shall notify all affected employees of their need to submit new promotional applications in order to obtain a new grade. If changes are made to the testing requirements that would invalidate an employee's grade upon expiration of the grade, the employer shall notify all affected employees and the Union of the need to submit new applications in order to obtain a new grade and the reason(s) why the grade would be invalidated.

**ARTICLE XXIII**  
**Injury in Line of Duty**

Whenever any employee of the Department of Corrections or Department of Juvenile Justice, employed on a full-time or part-time basis, suffers any injury in the line of duty as a direct or indirect result of resident violence which causes him/her to be unable to perform his/her duties, such employee shall continue to be paid on the same basis as he/she was paid before the injury, with no deduction from sick leave credits, compensatory time or overtime accumulated, vacation, or service credit with a public employee's pension fund during the time he/she is unable to perform his/her duties due to the result of the injury but no longer than one (1) year in relation to the same injury and all applicable benefits shall continue during such period as if he/she were at work. Any salary compensation due from Workers Compensation or any salary due from any type of insurance which may be carried by the Employer shall revert to the Employer during the time for which continuing compensation is paid. This Section shall be extended to any other bargaining unit employee upon enactment of legislation to that effect.

After the one-year period stated above or if the employee was not injured in the line of duty, the provisions of Section 15 of the Leave of Absence Article shall apply.

An employee who suffers an injury or illness pursuant to this Article who would otherwise later qualify for employer insurance payments under Article XIX, Section 9(n) shall have such payments made on his/her behalf.

**ARTICLE XXIV**  
**Miscellaneous Provisions**

**Section 1. Printing of the Agreement**

The Employer shall have this Agreement printed and given to each employee in the Unit.

**Section 2. Auto Insurance**

The Employer shall make available to all employees, through payroll deduction, standard automobile insurance on a "no-decline" basis.

Employees may voluntarily purchase such insurance and shall be responsible for payment of all premiums.

**Section 3. Commercial Drivers License**

The Employer will reimburse employees required to possess a Commercial Drivers License for the cost of such license.

**Section 4. Public Service Quality Involvement Committees**

The parties agree to establish Public Service Quality Involvement Committees in those agencies with more than one thousand (1,000) employees unless mutually agreed otherwise. In those agencies with fewer than one thousand (1,000) employees, Public Service Quality Involvement Committees may be established by mutual agreement of the parties. The duties and responsibilities of the Committee will be established by representatives of the Union and Central Management Services, who will meet to draft such guidelines no later than July 1, 1994.

**Section 5. Reasonable Accommodations under the Americans with Disabilities Act**

In the event a permanently disabled bargaining unit employee seeks a reasonable accommodation under the Americans with Disabilities Act, the Union has the right to discuss with the Employer issues regarding such proposed reasonable accommodations and the impact on specific provisions of the Collective Bargaining Agreement. However, such discussions shall not impede the Employer from fulfilling its obligations under the Act. Only those reasonable accommodations which conflict with the

Collective Bargaining Agreement shall require the written consent of the Union.

#### **Section 6. Memoranda of Understanding or Agreement**

No Memoranda of Understanding or Agreement may be entered into that conflicts with the Master Contract without the approval of CMS and the Union.

#### **Section 7. Health and Safety Committee**

CU-500 shall select a CU-500 delegate to the facility Health and Safety Committee.

#### **Section 8. Job Descriptions**

The Employer agrees, upon request, to provide for a review of an employee's job description and specification by the employee and/or the Union at the local level.

After such a review, the Employer further agrees, upon request, to provide the employee and the Union with a copy of the employee's job description (CMS-104).

When changes are made in an employee's job description, a copy of the revised job description shall be provided to the employee.

#### **Section 9. Disposition of Work during Absences**

The parties may by mutual agreement negotiate in Agency Supplementals the disposition of work in an employee's absence.

#### **Section 10. Fitness for Duty**

If the Employer has reason to suspect that an employee is unfit for duty, it may request that the employee undergo a fitness for duty evaluation. 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 as to the employee's fitness for duty. Such examination shall be paid for by the Employer.

#### **Section 11. Equipment and Clothing**

Protective equipment and wearing apparel, as required by the Employer, shall be provided and cleaned by the Employer, and

shall be made by workers represented by a bona fide labor organization, unless no bidders whose employees are represented by a bona fide labor organization respond to the public bid notice.

#### **Section 12. Communicable Disease**

In cases of suspected exposure to TB, MRSA or Hepatitis B, the Employer shall offer free testing, shots and time off (as may be medically required) to IDOC/DJJ employees in the affected area.

**ARTICLE XXV**  
**Wages and Other Pay Provisions**

**Section 1. General Increases**

- a) On January 1, 2009, the pay rates for all unit classifications and steps shall be increased by 1.50% which rates are as set out in Schedule A.
- b) On July 1, 2009, the pay rates for all unit classifications and steps shall be increased by 2.50% which rates are as set out in Schedule A.
- c) On January 1, 2010, the pay rates for all unit classifications and steps shall be increased by 2.00% which rates are as set out in Schedule A.
- d) On July 1, 2010, the pay rates for all unit classifications and steps shall be increased by 2.00% which rates are as set out in Schedule A.
- e) On January 1, 2011, the pay rates for all unit classifications and steps shall be increased by 2.00% which rates are set out in Schedule A.
- f) On July 1, 2011, the pay rates for all unit classifications and steps shall be increased by 4.00% which rates are set out in Schedule A.
- g) On January 1, 2012, the pay rates for all unit classifications and steps shall be increased by 1.25% which rates are set out in Schedule A.
- h) Effective July 1, 2007, the Step 8 rate shall be increased to pay rate 4% higher than the Step 7 rate in each pay grade.

Effective January 1, 2002, the Step 8 rate shall be increased by \$25.00 per month for those employees who attain ten (10) years of continuous service and have three (3) or more years of creditable service on Step 7 in the same or higher grade pay grade on or before January 1, 2002. For those employees who attain fifteen (15) years of continuous service and have three (3) years of creditable service on Step 7 in the same pay or higher grade on or before January 1, 2002, the Step 8 rate shall be increased by \$50.00 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 January 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.

- i) Employees whose salaries are above the maximum Step 8 rate will continue to receive all applicable general increases and any other adjustments (except (g), above) as provided for in this Agreement. For these employees, the increase provided for in (g) above shall be limited to the amount that would increase the employee's salary to the amount that is equal to that of an employee on the maximum Step rate with the same number of years of continuous and creditable service.
- j) Notwithstanding anything above, employees receiving longevity pay shall continue to receive such pay as long as they remain in the same or successor classification as a result of reclassification or reevaluation.

## **Section 2. Steps**

Employees shall receive a step increase to the next step upon satisfactory completion of twelve (12) months creditable service.

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.

### **Section 3. Step 8**

- a) Effective January 1, 2002, a Step 8 rate shall be established for each pay grade at a pay rate 1% higher than the Step 7 rate in each pay grade.
- b) Effective January 1, 2003, the Step 8 rate for each pay grade shall be increased to a pay rate 2% higher than the Step 7 rate in each pay grade.
- c) Effective January 1, 2004, the Step 8 rate shall be increased to a pay rate 3% higher than the Step 7 rate in each pay grade.
- d) Effective January 1, 2002, employees with twelve (12) months or more of creditable service on Step 7 on or before that date shall be placed on Step 8.
- e) Employees who are eligible for longevity pay pursuant to Section 1 (e) of this Article on or before January 1, 2002, shall continue to receive longevity pay after being placed on Step 8 while they remain in the same or lower pay grade.
- f) Employees not eligible for longevity pay pursuant to Section 1 (e) of this Article on or before the date they are placed on Step 8 shall begin to receive longevity pay after three (3) years or more of creditable service on Step 8.

### **Section 4. Shift Differential**

Employees shall be paid a shift differential of 52 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 January 1, 2009, employees shall be paid a shift differential of 75 cents per hour in addition to their base salary based on the above criteria.

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.

Incumbents who currently receive a percentage shift differential providing more than the cents per hour indicated above based on the base rate of pay prior to the effective date hereof shall have such percentage converted to the cents per hour equivalent rounded to the nearest cent and shall continue to receive such higher cents per hour rate.

Where, in past practice, such payment has been for all paid time, it shall continue as such. Such payment shall be for all paid time irrespective of the past practice.

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 5. 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) months 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.

#### **Section 6. Maximum Security**

Prior to the computation of the general wage increase on July 1, 1999, a new salary schedule shall be established for Department of Corrections maximum security institutions. All titles in maximum security institutions shall receive a \$50.00 a month adjustment to the steps on July 1, 1999, in addition to the general wage increase. All employees with seven (7) or more years of continuous service with the Department of Corrections who are currently employed at Department of Corrections maximum security institutions shall be placed on the maximum security schedule as long as they remain employees at a maximum security facility.

#### **Section 7. Bi-lingual Pay**

Positions whose job descriptions require the use of sign language, or which require the employee to be bi-lingual, shall receive \$100.00 per month or 5% of their monthly base salary,

whichever is greater, in addition to the rates of pay set forth in this Agreement.

#### **Section 8. Direct Deposit**

Effective July 1, 2004, all paychecks for new hires will be delivered via direct deposit.

#### **Section 9. Classifications/Upgrades**

Effective July 1, 2011, the salary for the following title shall each be upgraded two pay grades:

Corrections Identification Supervisor

Effective July 1, 2011, the salary for the following title shall each be upgraded one pay grade:

Corrections Maintenance Supervisor

#### **Section 10. Promotions/Voluntary Reductions**

When an employee is promoted, he/she shall be paid at the lowest step rate in the new position classification which represents at least a full step increase in his/her former classification. Longevity pay, as provided in Section 1 (h) above, shall be included in an employee's rate of pay when determining whether a step represents a full step increase. If a promoted employee's creditable service date is within ninety (90) days of the effective date of the promotion, the Employer shall also include the projected service increase in the computation of the promotional salary increase.

The salary of an employee who voluntarily requests a reduction during a probationary period following a promotion will be reduced to the same salary step in the lower salary range from which the employee was promoted and the employee's previous creditable service date will be restored.

An employee who takes a position in a trainee classification which represents a reduction shall have his/her salary red-circled at the rate of the former bargaining unit classification.

**ARTICLE XXVI**  
**Authority of the Contract**

**Section 1. Partial Invalidity**

Should any part of this Agreement or any provisions contained herein be judicially determined to be contrary to law, such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect. The parties shall attempt to renegotiate the invalidated part or provisions. The parties recognize that the provisions of this Contract cannot supersede law.

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

Unless specifically covered by this Agreement, the 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 Director 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. In the event the Director of Central Management Services proposes to change an existing Rule or Pay Plan provision of the Department of Central Management Services, and such Rule or Pay Plan does not cover a matter contained in this Agreement, the Union shall be notified of such proposed change and shall have a right to discuss and negotiate over the impact on wages, hours, and conditions of employment, if any, of the change prior to its effective date.

**Section 3. Increase or Decrease of Benefits**

In the event the Director of Central Management Services unilaterally grants an increase in fringe benefits to every and all non-AFSCME bargaining unit employees subject to the Personnel Code, such increase shall be made applicable to the employees covered by this Agreement. Reduction in benefits, however, shall not be made applicable, and the provisions of this Agreement shall apply.

**Section 4. Waiver**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and

opportunity to make demands and proposals with respect to any subject or matter within the area of Collective Bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

**ARTICLE XXVII**  
**Termination**

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

The parties agree that no later than June 30, 2011, the Union may request to meet to determine if the parties mutually agree to include the CU-500 Collective Bargaining Agreement in the Master Agreement negotiations. If either party is unwilling to include the CU-500 Agreement in the Master Agreement negotiations, then the current practice of separate negotiations shall continue.

For the American Federation  
of State, County and Municipal  
Employees, AFL-CIO

For the State of Illinois

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For the American Federation  
of State, County and Municipal



**MEMORANDUM OF UNDERSTANDING**

**CU-500**

The Union agrees that it will not petition, during the term of this Agreement, for inclusion of this unit into the RC-6 Unit.

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For the Union

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For the Employer

Executed: July 1, 1994  
Renewed: July 1, 1997  
Renewed: July 1, 2000  
Renewed: July 1, 2004  
Renewed July 1, 2008

**SIDE LETTER**

It is understood by the parties that, pursuant to the Illinois Self-Insured Motor Vehicle Liability Plan, employees (insureds) are covered for motor vehicle liability insurance when acting for and on behalf of the Employer while within the course of employee's employment. It is understood that private automobile insurance carried by a State employee is considered primary, and must be exhausted before the State's liability plan is engaged. If other insurance is in force, coverage under the State's plan shall be excess over the other insurance. It is understood that the Illinois Self-Insured Motor Vehicle Liability Plan makes no provision for physical damage to vehicles owned by employees (insureds).

\_\_\_\_\_  
For the Union

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For the Employer

Executed: February 27, 2001

Renewed: July 1, 2004

Renewed July 1, 2008

## MEMORANDUM OF UNDERSTANDING

### Special Grievances

In accordance with the provisions of Article V, Section 4, the parties agree to the following procedures for the processing of grievances pertaining to matters of:

- 1) Discharge, Suspensions Pending Judicial Verdict, Demotion, Geographical Transfer, Salary Grade and Layoff.

Appeals of Discharges, Demotions, Geographical Transfers, Salary Grade and Layoffs shall be filed as a written grievance at a special Step 3 meeting with the Agency head or designee within fifteen (15) working days of becoming aware of such action. Except for grievances involving affirmative attendance and suspensions pending judicial verdict, which shall be heard by the Step 3 grievance committee, such Step 3 level meetings shall be held at the work location with the Agency head or designee, except that past practice with respect to those agencies which hold such meetings at a different location shall continue. However, the parties may by mutual agreement conduct such meetings at an alternate sight or in an alternate manner on a case by case basis. The Agency head or his/her designee shall respond in writing within five (5) working days following such meeting, or within ten (10) working days from receipt of the grievance if no meeting is held. Such grievances shall be heard on a priority basis relative to other pending Step 3 grievances.

If the Step 3 decision is rejected, the appeal to Step 4 must be within ten (10) working days of the Step 3 decision or from when such decision was due. Such appeal shall be heard at the next pre-arbitration staff meeting after the grievance is received by the CMS Office of Employee and Labor Relations. Discharges and suspensions pending judicial verdict shall be served upon the employees with a copy to the Union.

2) Position Reclassifications

Within fifteen (15) working days after receiving notice of a position reclassification, the Union may file a grievance in accordance with the Collective Bargaining agreement at Step 4.

The parties agree during the term of this Agreement that position reclassifications shall not be subject to arbitration. Pursuant to Personnel Rule 301.30 (c), the matter may be appealed to the Civil Service Commission within fifteen (15) days after receipt of the Employer's decision following the pre-arbitration meeting.

3) New Classifications

Disputes regarding the salary placement of new classifications pursuant to Article XXVI, Section 8, New Classifications, may be moved to arbitration by the Union after ninety (90) days from the date the Illinois State Labor Relations Board certifies the Union as the certified bargaining representative of the classification. The parties agree to make every effort to schedule the dispute for an arbitration hearing within sixty (60) days of when it is advanced to arbitration. The parties agree that the arbitrator selected to hear the dispute will provide a written decision to the parties within two (2) weeks following conclusion of the arbitration hearing. Such decision need not contain the arbitrator's complete rationale, but may merely uphold or deny the grievance with the accompanying remedy, if applicable. A complete decision will be furnished to the parties within thirty (30) days of the close of the record. Briefs may be filed at the request of either party.

4) Schedule Changes

Schedule change disputes pursuant to Article XII, Section 19, Supplementary Agreements, may be moved to arbitration by either party after ninety (90) days from the first date of negotiations. The parties agree to make every effort to schedule the dispute for an arbitration hearing within sixty

(60) days of when it is advanced to arbitration. The parties agree that the arbitrator selected to hear the dispute will provide a written decision to the parties within two (2) weeks following conclusion of the arbitration hearing. Such decision need not contain the arbitrator's complete rationale, but may merely uphold or deny the grievance with the accompanying remedy, if applicable. A complete decision will be furnished to the parties within thirty (30) days of the close of the record. Briefs may be filed at the request of either party.

5) Special Grievances Procedure

1. The parties agree that the procedures and ground rules contained in Section 4(c) shall be utilized in the resolution of grievances covered by this Memorandum of Understanding, except that the arbitrator shall provide a written decision to the parties within two (2) weeks following conclusion of the arbitration hearing. Such decision need not contain the arbitrator's complete rationale, but may merely uphold or deny the grievance with the accompanying remedy if applicable. A complete decision will be furnished to the parties within thirty (30) days of the close of the hearing.
2. Arbitration hearings will be scheduled within thirty (30) days of the grievance being moved to arbitration by the Union pursuant to Step 4(b) following Step 4(a) of the grievance procedure. The parties shall make every effort to have the dispute heard at an arbitration hearing to be held within sixty (60) days following the Step 4(a) signoff.
3. The parties agree that briefs shall not be filed unless absolutely essential and then only with mutual consent of the parties. If briefs are filed, they shall be submitted within five (5) days following the arbitration hearing. The arbitrator shall then have two (2) weeks from the date the briefs are filed to render his/her decision.

4. If there are no pending discharge or suspension grievances, the parties agree to submit other disciplinary grievances or other mutually agreeable contract interpretation grievances to the arbitrator in order to utilize the scheduled days reserved for the parties by the panel of arbitration.

6) Individual Employee Grievance Filing

Pursuant to Section 6(b) of the Illinois Public Labor Relations Act effective July 1, 1984, the parties agree that an individual employee may file and settle a grievance at the appropriate initial step of the grievance procedure without the intervention of the Union.

The appropriate initial step of the grievance procedure will generally be Step 1, but in those situations wherein a grievance is appropriately initially presented at an advance step in the procedure, such as those matters contained in the Memorandum of Understanding referred to in Article V, Section 4, and under Article V, Section 7, the advanced step will be considered the appropriate initial step of the grievance procedure.

The Union will be notified of any conference between the employee and supervisor during which the grievance will be discussed. The Union will be afforded the opportunity to be present during any such conference. However, the employee may resolve the grievance without the Union's intervention.

No settlement or resolution entered into by the employee and supervisor without the Union's intervention will be inconsistent with the existing Collective Bargaining Agreement.

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For the Union

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For the Employer

Executed: December 4, 1984

Renewed: July 1, 1989

Renewed: July 1, 1991  
Renewed: July 1, 1994  
Renewed: July 1, 1997  
Revised: July 1, 2000  
Renewed: July 1, 2004  
Revised: July 1, 2008

**SIDE LETTER**

**Supplemental Agreements Arbitration Procedure**

Pursuant to the Memorandum of Understanding entitled "Supplementary Agreements" the parties agree that any arbitration shall be scheduled and heard within twenty (20) working days subject to Article V, Section 1, Step 4b(1). The arbitrator shall then render a decision within ten (10) days following the close of the hearing.

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For the Union

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For the Employer

Executed: September 5, 1997

Renewed: July 1, 2000

Renewed: July 1, 2004

Renewed : July 1, 2008

## MEMORANDUM OF UNDERSTANDING

### Supplementary Agreements

All Supplementary Agreements are hereby renewed for the duration of the CU-500 Contract. Any Agency or local supplementary agreement can be re-opened for negotiations once during the first twelve (12) months of the CU-500 Contract by either party to the supplement. The supplemental is considered open after serving a thirty (30) day written notice upon the other party with copies of said notification sent to Central Management Services and AFSCME Council 31. Except as provided below, all Supplementary Agreements shall remain in full force and effect during negotiations and until such time as a successor supplement is completed and approved by Central Management Services and AFSCME Council 31. There may be two (2) levels of supplementary negotiations, the Agency and the facility. Time and place of such negotiations shall be by mutual arrangement of the parties, but both parties agree to facilitate such meetings in order to meet the time requirements in this Agreement. The number of employees on the Union committee for Facility negotiations shall be in accordance with past practice; the number for Agency negotiations shall be four (4) from each bargaining unit.

Subject to the provisions of the Agreement, topics of local and/or Agency supplemental negotiations shall be as follows:

Facility negotiations besides including those items in Article XII, Section 19 and other matters stated such as bulletin boards, number of stewards, rest areas, etc., shall include:

1. Definition of work area for special purposes, such as overtime equalization, shift preference, days off, etc. The parties will endeavor to structure the overtime distribution units in a way to allow the distribution of overtime to take place in an equitable and efficient manner.
2. Union orientation mechanics.
3. Four-day work-week with approval of Agency.

4. Transaction report format.

5. Overtime equalization.

Agency negotiations shall include:

- (a) Definition of work location for all personnel transactions as covered by the contract.
- (b) Provision of aids and appliances for employees with disabilities and reimbursement.
- (c) Seniority roster and transactions report.
- (d) Flex-time.
- (e) Four-day workweek.
- (f) Special joint committees.
- (g) Educational leave with regards to numbers and policy.
- (h) Job assignment rights upon return from leave of absence.
- (i) Travel policies.

Matters contained in existing Supplementary Agreements may also be subject for supplementary negotiations.

Agency negotiations shall include other matters as stated in the contract, such as areas for promotional bidding.

The parties may mutually agree to add or delete subjects for supplementary negotiations as the need arises.

Any supplemental that remains unsettled ninety (90) days from the first meeting shall be subject to negotiations between AFSCME Council 31 and Central Management Services. Upon a request to negotiate, the parties shall meet within fifteen (15) days to commence negotiations. In the event that negotiations remain unsettled thirty (30) days from

the first meeting between CMS and AFSCME Council 31, either party may move the dispute to arbitration.

If, after good faith negotiations, impasse is reached, the Employer may implement reasonable changes if emergency situations so dictate. The outstanding issues shall be subject to arbitration pursuant to the Memorandum of Understanding on Special Grievances. In making a decision on each outstanding issue, the arbitrator shall take into consideration factors which are normally and traditionally taken into account through voluntary Collective Bargaining. The finding by an arbitrator that emergency conditions did not exist does not preclude a finding for the Employer's position on the outstanding issues in arbitration.

Once a settlement has been reached, either by mutual agreement or via arbitration, two completed copies must be signed by both parties and must be submitted to the Department of Central Management Services and to AFSCME Council 31.

No Supplementary Agreements shall become effective any earlier than the effective date of the contract and until such agreements have been approved by the Department of Central Management Services and AFSCME Council 31.

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For the Union

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For the Employer

Executed: July 1, 1986

Renewed: July 1, 1989

Renewed: July 1, 1991

Revised: July 1, 1994

Revised: July 1, 1997

Revised: July 1, 2000

Revised: July 1, 2004

Revised: July 1, 2008

**MEMORANDUM OF UNDERSTANDING  
COMMERCIAL DRIVER'S LICENSE**

Employees may only be required to possess a commercial driver's license if it is required by the classification specification, or if it is a bona fide requirement in the job description. Employees whose position requires possession of a commercial driver's license or who the Employer requires to operate a vehicle requiring a commercial driver's license pursuant to the Commercial Motor Vehicle Safety Act shall be provided reasonable time off without loss of pay to participate in training the employee might need to prepare for passage of the commercial driver's test and to take the test itself.

The Employer shall also make available its vehicles to employees who shall be granted reasonable amounts of time without loss of pay to practice for the driving portion of the commercial driver's test.

Employees shall be permitted to continue employment in their position even if they have not passed the commercial driver's test as long as the law allows them to continue operating their assigned vehicle(s).

Employees who are not permitted by law to operate their assigned vehicle because of their failure to pass the commercial driver's exam shall be considered as subject to layoff for the purposes of exercising transfer or voluntary reduction rights pursuant to Article XX, Section 3b of the Master Agreement, but shall not be entitled to rights pursuant to Article XX, Section 3a through 3i.

Employees who are unable to exercise rights under Article XX, Section 3b of the Master Agreement shall be terminated and entitled to recall, only if they possess the necessary driver's license, or to a position in which previously certified, for a period not to exceed two (2) years. It shall be the employees' obligation to inform the Employer that they have received the license.

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For the Union

Executed July 1, 1991

Renewed July 1, 1994

Renewed: July 1, 1997

Revised: July 1, 2000

Renewed: July 1, 2004

Renewed: July 1, 2008

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For the Employer

## MEMORANDUM OF UNDERSTANDING

### **Drug Testing**

The parties agree to the following:

1. The Agency shall conduct random drug testing of all employees.
2. Drug tests shall take place at a mutually agreeable location at each facility.
3. A master list of employees eligible to be selected for random testing shall be maintained by the Office of the Agency Drug Screening Coordinator. The master list shall be provided to the Union on a semi-annual basis.
  - a) If an employee provides documentation to the Department's Drug Screening Coordinator that he/she is in a bona fide drug treatment program, the employee shall not be subject to testing during the period of treatment. Following the conclusion of treatment, the employee shall provide documentation to the Department's Drug Screening Coordinator that he/she has satisfactorily completed a licensed substance abuse treatment program. Upon such verification, the employee shall be subject to random testing, but shall not be subject to testing as either a matter of course or for reasonable suspicion based upon his/her treatment. Verification of participation in a bona fide drug treatment program shall be provided upon request.
  - b) The definition of a "bona fide drug treatment program" is a substance abuse treatment program that is licensed by the Illinois Department of Human Service's Office of Alcohol and Substance Abuse, and is a program that incorporates a negative test result for the substances in Paragraph #9 and utilizes the cut-off levels consistent with Federal Guidelines. Such test results shall be one which utilizes accepted immunoassay procedures. Such test results shall

be certified to the Employer at the conclusion of the treatment program as evidence of satisfactory completion.

Verification of such satisfactory completion of a bona fide drug treatment program shall be on form DOC 0152.

- c) The Agency Drug Screening Coordinator shall advise the Chief Administrator at the employee's work site not to assign the employee to such safety sensitive positions as towers, writs, etc. during the time that random testing is being suspended.
4. Individuals shall be selected at random and up to a maximum of 20% of the eligible test population shall be randomly tested annually. The testing dates and times shall be unannounced with unpredictable frequency. The Union shall be allowed to be present during the selections draw.
  5. The appropriate Chief Administrator or designee shall ensure that employees who are selected for testing shall be advised to report directly to the test site. The Union shall be notified at the same time. Testing is to be conducted during an employee's normal work hours, but any employee held over for random testing shall continue to be in paid status. Employees will not otherwise be directed to report to a test site outside their normal work hours to take a random drug test.
  6. An employee who is unavailable for testing when selected shall be excused from the test for the following reasons:
    - a) A pre-approved day off for vacation, personal business, compensatory time, accrued holidays, sick time, authorized dock and A-1 time.
    - b) Any authorized leave of absence;
    - c) Suspension from duty;
    - d) Military leave or weekend drills;

- e) Travel outside the proximity of the collection site, providing the travel was scheduled and approved prior to the date of the scheduled test and the employee is unable to return prior to the conclusion of testing that day;
  - f) Emergency situation;
7. The Union shall be notified monthly of those employees by facility and bargaining unit who were drug tested and the overall number of employees who tested positive. The names of the employees shall be retained by the Union in a confidential manner. The randomness of the selections may be verified by the Union.
  8. Employees shall have a right to union representation during the testing process, whether random or with reasonable suspicion. An AFSCME representative of an employee being tested shall be provided the opportunity to be present during the testing procedure, whether random, follow-up or with reasonable suspicion.
  9. Only the following drugs shall be tested for in random or follow-up testing pursuant to this Memorandum. Cut-off levels for positive urine test shall be as follows, in accordance with federal guidelines.

Initial Test Cut-off Concentration (ng/mL):

Marijuana metabolites: 50  
Cocaine metabolites: 300  
Opiate metabolites: 2,000  
Phencyclidine: 25  
Amphetamines: 1000

Confirmatory Test Cut-off Concentration (ng/mL):

Marijuana metabolite: 15  
Cocaine metabolite: 150  
Opiates:  
Codeine: 2,000  
Morphine: 2,000  
6-acetylmorphine: 10  
Phencyclidine: 25  
Amphetamines:  
d-Amphetamine: 500  
d-Methamphetamine: 500

10. As a non-regulated agency, the chain of custody procedures shall be consistent with federal guidelines as outlined below.
  - a) Both the individual being tested and the collection site person shall keep the specimen in view at all times prior to its being sealed and labeled. As provided below, the specimen shall be sealed (by placement of a tamper proof seal over the bottle cap and down the sides of the bottle) and labeled in the presence of the employee. If the specimen is transferred to a second bottle, the collection site person shall request the individual to observe the transfer of the specimen and the placement of the tamper proof seal over the bottle cap and down the sides of the bottle.
  - b) The collection site personnel and the individual being tested shall be present at the same time during procedures outlined in the paragraphs (c) through (f) of this section.
  - c) The collection site person shall place securely on the bottle an identification label, which contains the date, the individual's specimen number, and any other identifying information provided or required by the employer. If separate from the label, the tamper proof seal shall also be applied.
  - d) The individual shall initial the identification label on the specimen bottle for the purpose of certifying that it is the specimen collected from him or her.
  - e) The collection site person shall enter on the drug testing custody and control form all information identifying the specimen. The collection site person shall sign the drug testing custody and control form certifying that the collection was accomplished according to the applicable Federal requirements.
  - f) The individual shall be asked to read and sign a statement on the drug testing custody and control form certifying that the specimen identified as having been collected from him or her is in fact the specimen he or she provided.

- g) When required by the collection site (other than an employer site) or by the laboratory, the employee may be required to sign a consent or release form authorizing the collection of the specimen, analysis of the specimen for designated controlled substances, and release of the results to the Employer. The employee may not be required to waive liability with respect to negligence on the part of any person participating in the collection, handling or analysis of the specimen or to indemnify any person for the negligence of others.
- h) The collection site person shall complete the chain of custody portion of the drug testing custody and control form to indicate receipt of the specimen from the employee and shall certify proper completion of the collection.
- i) The urine specimen and chain of custody form are now ready for shipment. If the specimen is not immediately prepared for shipment, the collection site person shall ensure that it is appropriately safeguarded during temporary storage.
- j) While any part of the above chain of custody procedures is being performed, it is essential that the urine specimen and custody documents be under the control of the involved collection site person. If the involved collection site person leaves his or her workstation momentarily, the collection site person shall take the specimen and drug testing custody and control form with him or her or shall secure them. After the collection site person returns to the workstation, the custody process will continue. If the collection site person is leaving for an extended period of time, he or she shall package the specimen for mailing before leaving the site.
- k) The collection site person shall not leave the collection site in the interval between presentation of the specimen by the employee and securement of the sample with an identifying label bearing the employee's specimen identification number (shown on the urine custody and control form) and seal initialed by the employee. If it becomes necessary for the collection site person to leave the site during this

interval, the collection shall be nullified and (at the election of the Employer) a new collection begun.

- l) Collection control. To the maximum extent possible, collection site personnel shall keep the individual's specimen bottle within sight both before and after the individual has urinated. After the specimen is collected, it shall be properly sealed and labeled.
  
- m) Transportation to laboratory. Collection site personnel shall arrange to ship the collected specimen to the drug testing laboratory. The specimens shall be placed in shipping containers designed to minimize the possibility of damage during shipment (e.g. specimen boxes and/or padded mailers); and those containers shall be securely sealed to eliminate the possibility of undeterred tampering with the specimen and/or the form. The tape sealing the specimen vial shall contain the date of collection and the donor's initials. The collection site person shall ensure that the chain of custody documentation is enclosed in each container sealed for shipment to the drug-testing laboratory. Since specimens and documentation are sealed in shipping containers that would indicate any tampering during transit to the laboratory and couriers, express couriers, and postal service personnel do not have access to the chain of custody forms, there is no requirement that such personnel document chain of custody for the shipping container during transit. Nor is there a requirement that there be a chain of custody entry when a specimen which is sealed in such a shipping container is put into or taken out of secure storage at the collection site prior to pick-up by such personnel. This means that the chain of custody is not broken, and a test shall not be cancelled, because couriers, express couriers, and postal service personnel, or similar persons involved solely with the transportation of a specimen to a laboratory, have not documented their participation in the chain of custody documentation or because the chain of custody does not contain entries related to putting the specimen into or removing it from secure temporary storage at the collection site.
  
- n) Failure to cooperate. If the employee refuses to cooperate with the collection process, the collection site person shall inform the Employer representative

and the Union representative and shall document the non-cooperation on the drug testing custody and control form.

- o) Use of chain of custody form. A chain of custody form (and a laboratory internal chain of custody document, where applicable), shall be used for maintaining control and accountability of each specimen from the point of collection to final disposition of the specimen. The date and purpose shall be documented on the form each time a specimen is handled or transferred and every individual in the chain of custody shall be identified. Every effort shall be made to minimize the number of persons handling specimens.
  - p) Matters of concern related to action of the employees involved in the collection and chain of custody process may be brought to the attention of the Department by the Union, in writing, at any time the Union believes that those employees are not acting in accordance with Departmental guidelines. The Department shall promptly investigate and act to ensure that those employees are adhering to such guidelines and report, in writing, its findings and any action it has taken to the Union. The Department shall also respond in writing to the written concerns of the Union's own experts if such experts have questions or concerns regarding the actions or decisions of these employees.
  - q) All samples used for the purpose of drug testing shall be collected by persons who have at least forty (40) hours of initial training in the proper collection procedures and at least eight (8) hours of annual follow-up training. Proof of this training shall be available upon request. In order to ensure that these persons possess the necessary knowledge, skills, and experience to carry out their duties, their training must include guidelines and procedures used for the collection process and must also incorporate training on the appropriate interpersonal skills required during the collection process.
11. The Employer shall direct any employee who does not provide a sufficient urine sample to obtain, as soon as possible after the attempted provision of the urine, and evaluation

from a licensed physician, acceptable to the Union and the Employer, concerning the employee's ability to provide an adequate amount of urine.

- a) If the physician determines, in his or her reasonable medical judgment, that a medical condition has, or with a high degree of probability, could have, precluded the employee from providing an adequate amount of urine, the employee's failure to provide an adequate amount of urine shall not be deemed a refusal to take a test. For the purposes of this paragraph, a medical condition includes an ascertainable physiological condition (e.g. a urinary system dysfunction) or a documented pre-existing psychological disorder, but does not include unsupported assertions of "situational anxiety" or dehydration. The physician shall provide to the MRO a brief written statement setting forth his or her conclusion and the basis for it, which shall not include detailed information on the medical condition of the employee. Upon receipt of this statement, the MRO shall report his or her conclusions to the Employer in writing.
  - b) If the physician, in his or her reasonable medical judgment, is unable to make the determination set forth in paragraph (a) of this section, the employee's failure to provide an adequate amount of urine shall be regarded as a refusal to take a test. The physician shall provide to the Medical Review Officer (MRO) a brief written statement setting forth his or her conclusion and the basis for it, which shall not include detailed medical information on the medical condition of the employee. Upon receipt of this statement, the Medical Review Officer (MRO) shall report his or her conclusions to the employer in writing.
12. Only laboratories certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) shall be permitted to perform a laboratory analysis of the specimens.
  13. If the results are positive, the split specimen shall be sent to another Substance Abuse and Mental Health Services Administration (SAMHSA) certified laboratory, selected by the employee from a list provided by the MRO, which shall

conduct the confirmation test in accordance with federal guidelines. The Department agrees to provide the Union with a list of Substance Abuse and Mental Health Services Administration (SAMHSA) certified laboratories that it is using.

14. The Medical Review Officer (MRO) shall not be an employee of the Department of Corrections or an employee of the State of Illinois.

a) Matters of concern related to action of the Medical Review Officer (MRO) may be brought to the attention of the Department by the Union, in writing, at anytime the Union believes that the MRO is not acting in accordance with Departmental guidelines. The Department shall promptly investigate and act to ensure that the MRO is adhering to such guidelines and report, in writing, its findings and any actions it has taken to the Union. The Department shall also respond in writing to the written concerns of the Union's own experts if such experts have questions or concerns regarding the actions or decisions of the MRO.

b) The Medical Review Officer (MRO) shall be a licensed physician who has knowledge of substance abuse disorders and who is qualified to interpret and evaluate an individual's confirmed positive test result. The MRO shall have no financial interest in any of the laboratories utilized for test analysis.

15. MRO procedures: Effective August 1, 2003, the laboratory shall report all positive employee test results to the Medical Review Officer (MRO). If an employee's test results are positive, the MRO shall contact and interview the employee to determine if there is an alternate medical explanation for the positive test. Prior to interviewing the employee or reporting the test results, the MRO shall first identify herself/himself to the employee and that the purpose of the telephone call may be reported back to the Employer, in accordance with Federal guidelines.

a) The Medical Review Officer shall review confirmed positive results. An essential part of the drug testing program is the final review of confirmed positive results from the laboratory. A positive test result does not automatically identify an employee as

having used drugs. An individual with a detailed knowledge of possible alternate medical explanations is essential to the review of results. This review shall be performed by the Medical Review Officer (MRO) prior to the transmission of the results to the employer administrative officials. The MRO review shall include review of chain of custody to ensure that it is complete and sufficient on its face.

- b) Medical Review Officer - qualifications and responsibilities. The role of the MRO is to review and interpret confirmed positive test results obtained through the Employer's testing program. In carrying out this responsibility, the MRO shall examine alternate medical explanations for any positive test result. This action may include conducting a medical interview and review of the individual's medical history, or review of any other relevant biomedical factors. The MRO shall review all medical records made available by the tested individual when a confirmed positive test could have resulted from legally prescribed medication. The MRO shall not, however, consider the results of urine samples that are not obtained or processed in accordance with this part.
  
- c) Positive test result. (1) Prior to making a final decision to verify a positive test result for an individual, the MRO shall give the individual an opportunity to discuss the test result with him or her. (2) The MRO shall contact the individual directly, on a confidential basis, to determine whether the employee wishes to discuss the test result. A staff person under the MRO's supervision may make the initial contact, and a medically licensed or certified staff person may gather information from the employee. Except as provided in paragraph (c)(5) of this section, the MRO shall talk directly with the employee before verifying a test as positive. (3) If, after making all reasonable efforts and documenting them, the MRO is unable to reach the individual directly, the MRO shall contact a designated management official who shall direct the individual to contact the MRO as soon as possible. If it becomes necessary to reach the individual through the designated management official, the designated management official shall employ procedures that

ensure, to the maximum extent practicable, the requirement that the employee contact the MRO is held in confidence. (4) If, after making all reasonable efforts, the designated management official is unable to contact the employee, the employer may place the employee on temporary medically unqualified status or medical leave. (5) The MRO may verify a test as positive without having communicated directly with the employee about the test in three circumstances: (i) The employee expressly declines the opportunity to discuss the test; (ii) Neither the MRO nor the designated Employer representative, after making all reasonable efforts, has been able to contact the employee within fourteen (14) days of the date on which the MRO receives the confirmed positive test result from the laboratory; (iii) The designated Employer representative has successfully made and documented a contact with the employee and instructed the employee to contact the MRO (see paragraphs (c)(3) and (c)(4) of this section), and more than five days have passed since the date the employee was successfully contacted by the designated Employer representative. (6) If a test is verified positive under the circumstances specified in paragraph (c)(5)(ii) or (iii) of this section, the employee may present to the MRO information documenting that serious illness, injury, or other circumstances unavoidably prevented the employee from being contacted by the MRO or designated employer representative (paragraph (c)(5)(ii) of this section) or from contacting the MRO (paragraph (c)(iii) of this section) within the times provided. The MRO, on the basis of such information, may reopen the verification, allowing the employee to present information concerning a legitimate explanation for the confirmed positive test. If the MRO concludes that there is a legitimate explanation, the MRO declares the test to be negative. (7) Following verification of a positive test result, the MRO shall, as provided in the Employer's policy, refer the case to the management official empowered to recommend or take administrative action (or the official's designated agent), or both.

- d) In situations in which the Employer uses the split sample method of collection, the MRO shall notify each employee who has a confirmed positive test that the

employee has seventy two (72) hours in which to request a test of the split specimen, if the test is verified as positive. If the employee requests an analysis of the split specimen within seventy two (72) hours of having been informed of a verified positive test, the MRO shall direct, in writing, the laboratory to provide the split specimen to another Substance Abuse and Mental Health Services Administration (SAMHSA) certified laboratory for analysis. If the analysis of the split specimen fails to reconfirm the presence of the drug(s) or drug metabolite(s) found in the primary specimen, or if the split specimen is unavailable, inadequate for testing or untestable, the MRO shall cancel the test and report cancellation and the reasons for it to the Employer, and the employee.

(2) If the analysis of the split specimen is reconfirmed by the second laboratory for the presence of the drug(s) or drug metabolite(s), the MRO shall notify the Employer and employee of the results of the test.

- e) If an employee has not contacted the MRO within seventy two (72) hours, as provided in paragraph (d) of this section, the employee may present to the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the verified positive test, or other circumstances unavoidably prevented the employee from timely contacting the MRO. If the MRO concludes that there is a legitimate explanation for the employee's failure to contact the MRO within 72 hours, the MRO shall direct that the re-analysis of the primary specimen or analysis of the split specimen, as applicable, be performed.
- f) When the Employer uses the split sample method of collection, the employee is not authorized to request a re-analysis of the primary specimen as provided in paragraph (e) of this section.
- g) Disclosure of information. Except as provided in this paragraph, the MRO shall not disclose to any third party medical information provided by the individual to the MRO as part of the testing verification process. The MRO may disclose such information to the employer or a physician responsible for determining the medical qualification of the employee.

However, any information regarding alternative explanations for a positive test given to the MRO, including the taking of legitimate prescription medication, shall not be reported to the Employer. The MRO shall also report the specific illegal drug that was positively indicated. The Department agrees that as part of the Employee Review Packet, the exact test results as measured in nanogram levels shall be given to the Union and employee seventy-two (72) hours prior to the Employee Review Board Hearing.

16. There shall be periodic follow-up testing for employees with positive results prior to January 1, 2001. The employee shall be subject to periodic follow-up testing for five (5) years from the effective date of the suspension and mandatory enrollment in a rehabilitation program.
17. The Department fully supports the Employee Assistance Program and the Union's Personal Support Program and encourages employees who are using unauthorized drugs to seek the confidential services of the Employee Assistance Program or the Union's Personal Support Program at their workplace. These programs play an important role by providing employees an opportunity to eliminate illegal drug use. Referrals can be made to appropriate treatment and rehabilitative facilities who will follow up with employees during their rehabilitation period to track their progress and encourage successful completion of program.
18. This Memorandum of Understanding shall supersede the Memorandum of Agreement on Drug Testing between the parties dated October 30, 1997 in all respects.
19. The Department shall not initiate discipline of any employee who authorizes the testing of a split urine sample in accordance with established Departmental drug testing procedures until receipt by the Department of the test results from the split urine sample evidencing a positive test for any substance prohibited by this Memorandum.
20. Changes to established drug testing procedures that are inconsistent with the federal guidelines specified in the Mandatory Guidelines for Federal Workplace Drug Testing Program, 59 FR 29908, or that affect terms and conditions of employment, shall be negotiated with the Union in accordance with the Illinois Public Labor Relations Act.

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For the Union

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For the Employer

Executed: February 27, 2001

Revised: July 1, 2004

Renewed: July 1, 2008

**SIDE LETTER**

**HEPATITIS B VACCINATIONS**

Department of Corrections employees who have direct contact with inmates shall, upon request, be provided with vaccinations for Hepatitis B.

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For the Union

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For the Employer

Effective: July 1, 1994

Renewed: July 1, 1997

Renewed: July 1, 2000

Renewed: July 1, 2004

Renewed: July 1, 2008

## **SICK LEAVE BANK**

- 1) The definition of immediate family shall be husband, wife, children, mother, father, or any person living in the employee's household for whom the employee has custodial responsibility or where such person is financially and emotionally dependent on the employee and where the presence of the employee is needed.
- 2) The definition of catastrophic or severe illness or injury shall be as follows: Sick Leave Banks are intended to cover temporarily disabled or incapacitated employees or members of the immediate family as defined herein and who are temporarily disabled or incapacitated due to, but not limited to, cancer, heart disease, stroke or with a serious illness or injury which would result in an employee missing more than twenty-five (25) work days. Employees who have returned to work and have been treated for an illness or injury that meets the above definition shall also be allowed access to the Sick Leave Bank. Documentation of such catastrophic illness or injury shall be consistent with applicable rules and/or contractual provisions.
- 3) Employees may use twenty-five (25) work days from the sick leave bank per twelve (12) month period.
- 4) A participating employee must be a full-time employee with a minimum of six (6) months service and who has exhausted all available benefit time.
- 5) Employees must have a minimum of five (5) days of accumulated sick time on the books to enroll in the Sick Leave Bank and must have donated at least one (1) day of sick leave to become a member, however, an employee may donate additional days as desired at the time of enrollment or any time thereafter.
- 6) Employees may voluntarily enroll at any time pursuant to #4 and #5 above but must wait sixty (60) calendar days thereafter before utilizing the Sick Leave Bank.

- 7) Each Agency shall establish a single bank for all agency employees. A review committee shall be established at Central Management Services to determine employee eligibility pursuant to the guidelines established herein. For claims from employees under a Collective Bargaining Agreement the committee shall consist of one (1) Agency representative, one (1) Union representative and one (1) CMS representative. For claims from non-bargaining unit employees the committee shall consist of one (1) Agency representative and two (2) CMS representatives. Any decision made herein shall be final and binding.
- 8) The Union shall be provided a copy of the forms used for determination for all claims within ten (10) work days of the date that the determination is made.
- 9) Employee injuries and illnesses being compensated under the Workers' Compensation Act or Workers' Occupational Diseases Act shall not be eligible for Sick Leave Bank use.
- 10) Participating employees who transfer from one Agency to another shall thereby transfer their participation in the Sick Leave Bank.
- 11) Any employee shall not be eligible to withdraw the sick leave time he or she has contributed to the pool.
- 12) Abuse of the use of the Sick Leave Bank should be investigated by the Agency and the Department and upon a finding of wrong doing on the part of a participating employee, that employee shall repay all sick leave days drawn from the Sick Leave Bank and shall be subject to other disciplinary action. Information regarding the alleged misuse of the Sick Leave Bank shall be provided to the Union members of the Committee prior to the initiation of any action against the employee.
- 13) Upon termination, retirement, or death, neither a participating employee nor the participating employee's estate shall be entitled to payment for

unused sick leave acquired from the Sick Leave Bank.

- 14) An agency which has less than twenty-five (25) days in its Sick Leave Bank shall post notice at all worksites and publicize the method of donating to the Sick Leave Bank by other appropriate means.
- 15) Either party may request a review of this policy and any changes shall be subject to negotiations and mutual agreement of the parties.

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For the Union

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For the Employer

Revised: July 1, 2000  
Revised: July 1, 2004  
Revised: July 1, 2008

## SIDE LETTER

### GROOMING STANDARDS

The parties agree the Department of Corrections and Department of Juvenile Justice shall implement the following personal grooming standard to be effective July 1, 2002.

#### A. Non-Uniformed Employees

1. Hair will be kept in a clean and neat manner. Hair will not exceed a length generally considered acceptable among other professional groups of the community.
2. Moustaches, sideburns, beards and goatees, when worn, will be neatly trimmed.
3. Fingernails will be clean and neatly trimmed.

#### B. Uniformed Employees

1. Fingernails will be clean, neatly trimmed and extend no more than  $\frac{1}{4}$  inch beyond the quick. If worn, natural or muted fingernail polish will be permitted during duty hours.
2. If worn, cosmetics will be conservative and natural-looking.
3. The face will be clean-shaven except for sideburns and moustaches, if worn.
4. Male hair style standards:
  - a. Sideburns, or any hair worn in front of the ear, will:
    1. be neatly trimmed
    2. not extend below the lowest part of the ear;
    3. not be flared;
    4. be of even width; and
    5. end with a clean-shaven horizontal line.
  - b. Moustaches, if worn, will:
    1. be short and neatly trimmed;
    2. follow the outline of the upper lip;
    3. not extend more than  $\frac{1}{4}$  inch beyond the corners of the mouth; and
    4. not extend below a horizontal line equal to the lowest edge of the upper lip.
  - c. In no instance will the moustache be permitted to cover the vermeil area of the upper lip.
  - d. Beard and goatees are prohibited.

#### C. Male and Female Hair Standards

1. Hair will be neatly groomed and will not hang over the top of the collar.
2. Designs shaved into the hair, Mohawk style cuts, etc. are prohibited.
3. Females and males must keep their hair above the ears.
4. The length, bulk or appearance of the hair will not be excessive, ragged or unkempt.
5. Hair in front will be groomed so that it does not fall below the band of properly worn headgear.
6. In no case will the bulk or length of the hair interfere with the proper wearing of any authorized headgear.
7. The acceptability of an uniformed employee's hair style will be based upon the criteria in this directive and not upon the style in which uniformed employees choose to wear their hair.
8. Hairpieces or wigs worn on duty must conform to the same standards as stipulated for natural hair.
9. Hair coloring, if used, must be a natural hair color.

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For the Union

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For the Employer

Executed: February 27, 2001

Renewed: July 1, 2004

Renewed: July 1, 2008

**SIDE LETTER**  
**CU-500 Assignments Requiring Special Shift/Days Off**

- 1) The parties agree that the Department of Corrections and Department of Juvenile Justice has the right to make special assignments for Lieutenants, Juvenile Justice Supervisors and Corrections Residence Counselor II's with accompanying shifts and/or days off subject to the following limitations:

- For worksites with 0-5 Lieutenants, Juvenile Justice Supervisors and Corrections Residence Counselor II's - 0 special assignments;
  - For worksites with 6-15 Lieutenants, Juvenile Justice Supervisors and Corrections Residence Counselor II's - 1 special assignment;
  - For worksites with 16-30 Lieutenants, Juvenile Justice Supervisors and Corrections Residence Counselor II's - 2 special assignments;
  - For worksites with more than 30 Lieutenants,
  - Juvenile Justice Supervisors and Corrections Residence Counselor II's - 3 special assignments.
- 2) Assignments made pursuant to this resolution shall not be subject to bid or bumping claims by bargaining unit members. Employees removed from assignments made pursuant to Paragraph 1 shall not have rights to retain the assignment's shift and/or days off.
- 3) The Department of Corrections and Department of Juvenile Justice shall determine the shift and/or days off for the assignments made pursuant to Paragraph 1 on a case by case basis at each facility or institution.

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For the Union

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For the Employer

Executed: July 1, 2004  
Revised: July 1, 2008

**SIDE LETTER**  
**LIEUTENANTS**

The parties agree the CU-500 unit is a unit of supervisory employees. Pursuant to the above, supervisors in the Lieutenant classification may, at the Employer's discretion, be assigned, from Lieutenants on the shift where the assignment is needed, as Shift Commanders or Relief Shift Commanders at DOC facilities.

Lieutenants assigned, as Shift Commanders or Relief Shift Commanders, shall receive an additional 10% to their base pay for such assignment.

Roll call for Lieutenants shall be paid pursuant to Article XII Hours of Work and Overtime, Section 1.

Lieutenants receiving this assignment shall also receive a minimum thirty (30) minute shift preparation time to be paid at the premium rate, unless where current practice provides for more.

Lieutenants assigned shall receive a paid lunch at the premium rate.

Such assignments shall not be considered special assignments as outline in the Special Assignment Side Letter.

This agreement shall replace all existing facility agreements pertaining to the assignment of Lieutenants to the position of Shift Commander or Relief Shift Commander.

Current practices for employees in the Corrections Resident Counselor II and Juvenile Justice Supervisor classifications shall continue.

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For the Union

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For the Employer

Executed: July 1, 2004

Revised: July 1, 2008

#### **AFSCME Benefits Trust Side Letter**

Effective FY 2010, the Employer shall make payable to the AFSCME Benefits Trust an amount equal to \$33.00 per employee each fiscal year for purposes of administering an EAP program for employees the Union represents.

For FY 2011, the funding shall be increased to \$34.00 per employee. For FY 2012, the funding shall be increased to \$35.00 per employee.

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For the Union

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For the Employer

Executed: July 1, 2008

### **Affirmative Attendance Policy MOU**

1. The Employer recognizes that personal problems may affect employee attendance and encourages utilization of the Personal Support Program.
2. Unauthorized absences shall be those absences for which time is not approved. The threshold between late arrival and unauthorized absence is one (1) hour after the starting time. Although tardiness is not considered an unauthorized absence under this agreement, employees are expected to report to work on time each day as scheduled. Any negotiated tardiness policies shall remain in full force and effect during the life of the Master Agreement unless otherwise negotiated by the parties.

Where current practices exist, any unauthorized absence which is less than a ½ day will be treated under Article IX of the Master Contract as misuse of time inclusive of all other time related infractions (including late arrival, extended breaks and lunch hours, leaving work without authorization, etc.) as one progressive and corrective disciplinary track. However, such absences shall not be subject to #9 of this agreement.

3. Authorized dock time shall be granted when sick time has been exhausted if proper medical certification is provided within three (3) work days. It is the employee's responsibility to provide medical certification to their supervisor. Documents that do not contain the necessary elements will not be accepted and the employee will be so notified. The absences shall be considered unauthorized if acceptable certification is not subsequently provided within five (5) work days.

Proper medical certification must contain the following elements:

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

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

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

4. Authorized dock time under these circumstances is limited to five (5) days within a twelve (12) month period, unless approval for more time is granted by the authorizing supervisor. Employees who have used all allowable authorized dock time shall be informed of their right to apply for an appropriate leave of absence. Employees who have been on proof status within the previous three (3) months shall have no right to authorized dock time.
5. All employees' requests for benefit time usage must be supported by a request for time off form submitted by the employee. In accordance with Agency practice, requests for available benefit time other than unscheduled sick leave, emergency personal business and inclement weather situations, shall be made reasonably in advance, in writing,

using the proper form. Consideration of such requests shall be in accordance with the Master Agreement.

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

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

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

It is the employee's responsibility to provide proper medical certification to their supervisor. Documents that do not contain the necessary elements will not be accepted and the employee will be so notified. The absences shall be considered unauthorized if acceptable certification is not subsequently provided within five (5) workdays. Proper medical certification must contain the following elements:

- a. Signature, address, and phone number of the medical practitioner (or authorized designee)
- b. The pertinent date(s) in question of the illness or injury.
- c. An indication that the employee was unable to work on the date(s) in question for reasons of personal or family illness.

d. The original medical statement must be submitted; if the employee needs a copy management will provide.

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

8. Unauthorized absences shall be subject to the following corrective and progressive disciplinary action:

A.

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

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

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

Under this Affirmative Attendance Agreement, except for the last offense before discharge, no employee will serve any suspension time. Employees will be given the usual notice of a suspension but will be expected to report to work and lose no wages. An employee will only serve five (5) days of actual suspension time for the last offense prior to discharge.

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

9. Discipline will be considered timely and progressive based on a rolling 24-month period. If the last disciplinary

action is more than twenty-four (24) months old, the progression will start over.

10. Employees not covered by an Affirmative Attendance Agreement prior to the effective date of this agreement shall be considered to have committed no offense.

Employees, who have discipline under a prior Affirmative Attendance Policy, shall be placed on the closest step of the discipline track for the same offense that does not represent an increase in the level of discipline.

11. The Employer recognizes that personal problems may affect the attendance of employees. Upon request by the local Union president or designee, employees will be afforded a joint Union/Management consultation at the last suspension prior to discharge. The purpose of such consultations will be to provide guidance and counseling to the employee as to the need for their services, the consequences of continued unauthorized absences, the ability of services for problems, specifically including PSP, which may be identified and the ability to request a leave of absence.

After training materials have been distributed to those Agencies previously not covered under an Affirmative Attendance Policy, the Employer will start the Affirmative Attendance Policy. Additionally, Agencies and the Union shall establish joint training program presentations in those Agencies previously not covered under an Affirmative Attendance Policy at the request of either party. In the event a training program is presented, the Employer will initiate the Affirmative Attendance Policy within one month upon completion of the presentation.

12. This agreement supersedes any other agreement(s) on this issue.

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For the Union

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For the Employer

Executed: July 1, 2008

**Memorandum of Understanding**  
**Joint Labor/Management Advisory Committee on Insurance Benefits**

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

The State agrees to provide two funded positions and an annual budget of \$1.5 million with a COLA of 3%. The Committee shall establish a budget and approve the selection of consultants and vendors, in conformity with the contracting rules of the State, to carry out the initiatives of the Committee.

The Committee will be composed of an even number of members, half selected by the State and half selected by AFSCME.

The Committee shall:

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

January 31<sup>st</sup> of the current fiscal year in order to provide for review and implementation for the following fiscal year.

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

Thereafter, the parties shall convene expedited negotiations not later than January 15, 2011, on the issue(s) subject to the re-opener. If no agreement is reached by February 15, 2011, either side may invoke interest arbitration and the parties shall select a mutually agreed upon arbitrator who shall have full authority to resolve all re-opened issues by a final and binding award. The interest arbitration shall be based upon the framework provided in Section 14 of the Illinois Public Labor Relations Act.

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For the Union

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For the Employer

Executed: July 1, 2008