

A G R E E M E N T
between the
DEPARTMENT OF CENTRAL MANAGEMENT SERVICES
of the
STATE OF ILLINOIS
and
INTERNATIONAL UNION OF OPERATING ENGINEERS

RECOGNITION: The Director of the Department of Central Management Services, State of Illinois, and the employing Agencies, hereinafter referred to as the Employer, recognizes the Union signatory to this Agreement, hereinafter referred to as the Union, as sole and exclusive bargaining agent in all matters pertaining to wages, hours and working conditions for the applicable job titles (Appendix A) included herein.

Work jurisdictions which have traditionally and historically been assigned to the Union, shall continue to be so assigned, and the Employer will not intentionally take any action directed at eroding the continued assignment of traditional and historical work jurisdictions to the Union by allowing the work to be performed by State employees represented by other unions. All newly created positions shall be discussed between the Union's claiming jurisdiction. The Union may contact the Agency Labor Relations Office or the Department of Central Management Services. Appeals regarding work jurisdiction matters may be sent to Central Management Services, Division of Labor Relations and the operating agency. Upon request of the Union the parties shall meet within ten (10) work days to make every possible attempt to resolve the matter.

If the issue remains unresolved, this meeting shall be considered as the step 4(a) section of the contractual grievance procedure.

HOURLY WAGE RATES: Copies of signed Agreements between contractors or other employers and the respective Union shall be certified to the Illinois State Department of Labor by the International Representative of the respective Union and shall be considered adequate proof of the prevailing rate of wages to be paid, minus the per hour costs of fringe benefits so designated by Agreement, if any, in keeping with past practice. The Illinois Department of Labor shall notify the Department of Central Management Services of the Prevailing Rate.

Pursuant to the terms set forth in the section entitled "Insurance and Pension", effective January 1, 2006, employees shall be paid an additional 4.00% above the prevailing rate of wages for employees on the standard pension formula and 5.5% above the prevailing rate of wages for employees on the alternative pension formula, minus the per hour costs of fringe benefits so designated by this Agreement.

New prevailing rate employees hired on or after December 1, 2013, shall be paid the appropriate/certified prevailing rate which shall not include the additional 4.00% above the prevailing rate of wages on the standard pension formula and 5.5% above the prevailing rate of wages for employees on the alternative pension formula.

Positions in maximum security institutions shall receive a \$80.00 a month adjustment to the employee's monthly wages for all employees with seven or more years of continuous service with the Department of Corrections. Employees shall receive the adjustment as long as they remain employees at a maximum-security facility.

The effective date of changes in Wage Rates shall be on the date of certification by the Illinois Department of Labor and retroactive to their effective date.

All paychecks will be delivered via direct deposit unless exempted by the Comptroller's Office. All bargaining unit employees will be provided the opportunity to enroll and elect to receive an electronic pay stub through the Illinois Office of the Comptroller. The parties shall meet and discuss the impact of any changes made to the State of Illinois statewide payroll system.

Any dispute over an overpayment or underpayment of wages, caused by an Employer error, may be filed directly to Step 3 of the grievance procedure, provided the grievance is filed within fifteen (15) working days of the receipt of the notification of such error. If no notification has been provided to the employee a grievance can be filed at any time.

WORK WEEK & WORKDAY: The normal work week shall be five (5) consecutive days of eight (8) hours of work, Monday through Friday. The normal workday shall be from 7:00 A.M. through 4:30 P.M., or within two (2) hours of same, by mutual Agreement, and shall include a half-hour (1/2) meal and rest period. Employees who are required by the Employer to work during an unpaid meal period and are not provided an alternate meal period shall be compensated for such time at the applicable rate of pay.

Employees working during the shift when Daylight Savings Time changes to Standard Time will receive the appropriate rate of premium pay for the extra hours 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.

Work Assignments Requiring Travel: Employees shall not be required to travel to other locations unless the employee is paid the prevailing rate of the local jurisdiction or their current rate, whichever is higher. Employees will also be provided travel reimbursement when travel is in excess of their normal commute and consistent with Travel Board Regulations and/or provided a state vehicle when available. Employees that are required to travel to a work location other than their regular work location and when travel is in excess of their normal commute and outside of their normal work hours, shall be paid the prevailing rate of the local jurisdiction or their current rate, whichever is higher, for that travel.

Except where current practices exist, such Work Assignments Requiring Travel:

- a) Will be limited to 150 miles and/or 3 hours from their current headquarters;
or
- b) Any travel in excess of 150 miles and/or 3 hours shall be by mutual agreement of the parties.
- c) Travel shall be by the most expeditious route.

Employees shall not be required to travel to a location other than their regular work location in excess of 120 calendar days without mutual agreement of the parties. However, if the Employer has begun the process to fill the vacancy the assigned employee shall continue to perform in that assignment subject to a maximum of 60 additional days. At that point the Employee shall be returned to his regular assignment absent any mutual agreement between the Parties to extend this assignment.

Upon return from assignment an employee shall be allowed reasonable time to respond to work accumulated during the employee's absence as a result of this section.

SHIFT WORK AND RELIEF EMPLOYEES: For Shift positions requiring a seven (7) day continuous operation, the work week may begin on other than Monday and end other than Friday, providing that the work week consists of five (5) consecutive days of eight (8) hours, with two (2) consecutive days off.

The employees normal work week shall not be changed to avoid the payment of overtime, but relief employees may have their days off changed to accommodate the work schedule providing they are afforded two (2) consecutive days off in the work week. If such relief employee is required to work on Sunday, after having already been off Saturday, he shall be off the following Friday, thus giving such employee a three (3) day weekend in lieu of his two (2) consecutive days off. The work schedules of relief employees may not be changed shift to shift without twenty-four (24) hour notice, unless mutually agreed otherwise.

The starting time of employees shall be between the hours of 6:00 A.M. to 8:00 AM., 2:00 P.M. to 4:00 P.M., 10:00 P.M. to 12:00 P.M., as determined by the Employer. Other starting times are permissible with the consent of the Union. All overtime will be distributed as equally as feasible over a reasonable period of time among the employees within the same classification and within the same work location.

Shift Differential:

Employees working a majority of their shift between the hours of 6 p.m. and 6 a.m. starting July 1, 2024, shall receive \$100.00 per month, July 1, 2025 shall receive \$125.00 per month and July 1, 2026, shall receive \$150.00 per month , in addition to their regular salary.

OVERTIME: The seven-day period for overtime purposes shall begin with the first shift Saturday (A.M.) and end with the last shift - Friday (P.M.). Forty hours shall constitute the work week for all employees. All work performed outside the normal work hours shall be considered overtime and shall be paid out or the employee shall receive compensatory time at the rate of one and one-half the normal hourly rate for all overtime hours worked, at the discretion of the employee. For all hours worked in excess of sixteen (16) in twenty-four (24) hour period employees shall be paid double time. Compensatory time shall be capped at 100 hours for all Agencies except for the Department of Corrections whose cap shall be 240 hours. Requests for use of compensatory time shall not be denied unless granting of such time shall adversely interfere with the operations of the work location. Any unused time shall be liquidated at the end of the fiscal year it was earned. Notwithstanding the above, employees who schedule compensatory time off by June 30th of the Fiscal year shall be allowed to use such time through August 15th of the subsequent fiscal year. All approved benefit time shall be considered as hours worked for the purpose of computing overtime.

In the event an employee has a regular schedule which requires working more than five (5) days in any given seven (7) day period even though it overlaps work weeks, they shall be paid inconvenience premium pay of \$1.50 per hour above the regular rate of pay on each of these days worked over five (5) days within said seven-day period. Effective July 1, 2024, in the event an employee has a regular schedule which requires working more than five (5) days in any given Seven (7) day period even though it overlaps work weeks, they shall be paid inconvenience premium pay of \$2.00 per hour above the regular rate of pay on each of these days worked over five (5) days within said seven (7) day period. There shall be no double payment or calculation

of the same days within a given seven-day period, unless an employee works more than the normally scheduled hours or days as provided in this Agreement.

If an employee is mandated to report to work on their scheduled day off or ordered to return to work after their normally scheduled shift, all hours worked on the mandated shift will be paid at a rate of double time, unless it is a continuation of their shift.

All overtime will be distributed as equally as feasible over a reasonable period of time among the employees within the same classification and within the same work location. An employee mistakenly by-passed for overtime shall be offered the next overtime opportunity.

CALL BACK: An employee called back to work outside of their regularly scheduled shift or their scheduled days off shall be paid a minimum of three (3) hours pay, at the applicable rate for each separate call out regardless of the time period of such calls. One hour travel time shall be added to an employee's total hours worked on each call back if over the three (3) hour minimum.

BENEFITS: Sick leave, vacation, holidays and all other fringe benefits shall be granted under the same standards as applied to all employees covered under the rules of the Central Management Services. Nothing in this Section shall be interpreted to apply to the differences of fringe benefits given temporary employees (hired for six (6) months or less) vs. full time employees.

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 for a reason that qualifies for a leave pursuant to the criteria set forth in the Family Medical Leave Act, of 1993.

The Union shall be notified by the Employer in writing of any changes or revisions in employee benefits including health insurance during the term of the Agreement.

In situations in which a physician's note is required for use of sick leave, telehealth documentation may be accepted.

Any absence from work due to a service-connected injury or illness shall not be counted as time used under the Family Medical Leave Act.

Employees will not be placed on "proof status" without just cause.

LONGEVITY: Employees who have attained ten (10) years of service shall receive an additional \$1,260.00 annually. Employees who have attained fifteen (15) years of service shall receive an additional \$1,560.00 annually.

HOLIDAYS: Employees required to work by the Employer on Thanksgiving Day, Christmas Day, Labor Day, Memorial Day, Independence Day, New Year's Day, or Martin Luther King's Birthday shall be compensated at time and one-half their hourly rate in addition to eight (8) hours of straight time for the holiday.

Any accrued holiday time shall be granted on the day requested by the employee unless to do so would interfere with the Employer's operation, in which event the employee's next requested day off shall be given or cash paid in lieu thereof. All holiday time must be liquidated during the fiscal year (July 1 through June 30) in which it was earned.

The other authorized holidays on which employees shall have time off, with full salary payment are: Lincoln's Birthday, President's Day, Juneteenth, Columbus Day, Veteran's Day, Friday following Thanksgiving Day, and General Election Day (on which Members of the House of Representatives are elected).

VACATION: Once any employee's scheduled vacation is approved by the Employer, it will only be canceled if the Employer's emergency operating needs require that employee's services. The Union and the employee will be notified in writing, regarding the nature of the emergency.

INSURANCE: During the term of this Agreement, the Employer shall continue in effect, and the employee shall enjoy the benefits, rights and obligations of the Group Insurance Health and Life Plan applicable to all Illinois State employees, as amended or modified in regards to the level of benefits and contribution costs for all State employees, pursuant to the provisions of the State Employees Group Insurance Act of 1971 (5ILCS 375) as amended by Public Act 90-65 and as amended or superseded .

PENSION: During the term of this Agreement, the Employer shall continue in effect, and the employee shall enjoy the benefits, rights and obligations of the retirement program provided in the Illinois Pension Code, 40ILCS 5/14, as amended or superseded.

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

All SERS eligible employees who retire on or after January 1, 1998 and are not in the alternative formula shall receive a 1.67% pension formula of final average compensation beginning January 1, 1998. All SERS eligible employees not coordinated with Social Security who retire on or after January 1, 1998 and are not on the alternative formula shall receive a 2.2% pension formula of final average compensation beginning January 1, 1998. These employees shall contribute 1% of their wages through payroll deduction beginning July 1, 1997, an additional 1% July 1, 1998 and an additional 1% July 1, 1999 for a total contribution of a constant 3%.

For all SERS-eligible employees the payment for accrued sick leave after the employee's death, retirement, resignation or other termination of service provided by Public Act 83-976 shall be for such leave days earned on or after January 1, 1984 and before January 1, 1998. Sick leave accumulated on or after January 1, 1998 is not compensable at the time of the employee's death, retirement, resignation, or other termination of service.

Effective January 1, 1998 sick leave used by such employees 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.

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

Employees on the SERS standard formula can retire based upon their actual years of service, without penalty for retiring under age 60, when their age and years of service add up to 85 (in increments of not less than one month). Employees eligible to retire under this "Rule of

85” will be entitled to the same annual adjustment provisions as those employees currently eligible to retire below age 60 with 35 or more years of service.

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, or the rate of pay on the final day of employment, up to a maximum of 80% of FAS.

For non-coordinated SERS employees on the alternative formula, a flat formula of 3.0% 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 FAS.

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.

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).

SENIORITY: Seniority is the length of service in the bargaining unit in the facility. Seniority within a classification shall apply for choice of Vacation, Layoff, Call back, Shifts and Promotions provided that the employee has the ability to perform the job. Seniority cannot be exercised until a Shift Vacancy occurs. In the event of a recall employees will be notified via the

employer's electronic hiring system of any vacancies for positions where the employee has identified and has contractual rights to. After a layoff has taken place, the employees will apply for vacancies through the employer's website, internal career portal and indicate they are an employee bidding as recall. If more than one employee applies for the same position, employees will be recalled by seniority. Further, the Employer will hire no new employees in the same position classification if any bargaining unit employees are on layoff status.

Promotions within the bargaining unit shall be in accordance with classification seniority at the work location where the promotion occurs.

TRANSFERS: In the event that a permanent vacancy is posted, Employees desiring to transfer to the same position classification within the same Agency to a different geographical work location or in the same position classification outside of the Agency but covered under this contract, shall submit an electronic application through the internal career portal. In addition, the parties agree to the following parameters: (1) Any employee who has been suspended (unless the suspension is less than 3 days) within the preceding 6 months of the transfer opportunity shall not be eligible for transfer under this agreement. (2) An employee who exercises their right to transfer under this agreement will not be eligible to transfer again for 24 months from the date of the transfer. (3) All transferred employees must successfully complete the regular orientation and/or regular refresher training program in the new facility if such training or orientation is made available to the employee.

LAYOFFS: The Employer will give at least thirty (30) calendar days notice to the Union and the employee prior to actual date of layoff, unless such layoff is caused by an emergency.

situation. In such emergency situation, the Employer will notify the Union, and conference (if the latter so desires it) between the Parties will occur within twenty-four (24) hours from the time of notification of the Union to determine the actual date of layoff.

At the request of an employee covered by this Agreement and with concurrence of the Employer, a layoff notice may be less than thirty (30) calendar days. Appeals of layoffs shall be filed as a written grievance at Step 3 within ten (10) working days of becoming aware of such action.

DISCIPLINARY INVESTIGATION: The Employee shall be provided written notice containing information about their right to Union representation prior to the commencement of an interview regarding an official investigation.

GRIEVANCE PROCEDURE:

Section 1. Grievance: A grievance is defined as any complaint or dispute between Employer and a Union or employee regarding the application or interpretation of this Agreement, including wages, hours of work, disciplinary action and discharge.

Grievances may be processed by the Union on behalf of itself, any employee or group of employees, or by the aggrieved employee. An employee is entitled to Union representation at each step of the grievance procedure.

Before a formal grievance is filed, the aggrieved employee should attempt to resolve the grievance by discussing it with their immediate supervisor.

Section 2. Grievance Steps:

STEP 1: Immediate Supervisor: The employee and/or Union shall present a written grievance with the employee's supervisor who is outside the bargaining unit.

The written grievance shall be on an agreed upon form provided by the facility's Personnel Office and shall contain a statement of the complaint, the date of the alleged violation and the relief sought. The form shall be signed and dated by the grievant.

All written grievances must be presented not later than ten (10) working days from the date the grievant become aware of the occurrence giving rise to the complaint. The immediate supervisor shall respond in writing, to the Union and grievant, within five (5) working days from the date the grievance was filed.

STEP 2: Intermediate Administrator: In the event the grievance is not resolved in Step 1, it shall be presented in writing by the grievant or the Union to the Intermediate Administrator within five (5) working days after the Step 1 answer or date such answer was due, whichever is earliest. Within ten (10) working days of its receipt, the Intermediate Administrator shall discuss the grievance with the union, and shall render a written answer within five (5) working days thereafter, to the grievant and the Union.

STEP 3: Agency Head: If the grievance is still unresolved, it shall be presented by the Union or the grievant, to the Agency Head, in writing, within ten (10) working days after receipt of the Step 2 response or date it was due, whichever is earliest. Within ten (10) working days after such presentation, the parties shall meet and attempt to solve the grievance unless the parties mutually agree otherwise. The Agency Head shall issue a written response within ten

(10) working days following the meeting, or within fifteen (15) working days of receipt of the grievance should no meeting be held, to the grievant and the Union. All grievances concerning work jurisdictions, termination and layoff may be grieved by the Union at Step 3.

STEP 4:

A) Union/Employer Meeting: If the matter remains unresolved at Step 3, only the Union, by written notice to the Employer, within ten (10) working days after the Step 3 answer, or date it was due, may appeal the grievance to Step 4. Upon such appeal, the Employer and Union shall meet within ten (10) working days at a mutually convenient time and place to discuss the grievance. Within three (3) working days of subject meeting, either party may request the dispute be submitted to arbitration.

B) Arbitration: Once a grievance is appealed to arbitration, representatives from the Employer and the Union shall meet to mutually select an arbitrator.

The decision and award of the arbitrator shall be final and binding on the Employer, the Union and Employees.

The arbitrator shall neither amend, modify, nullify, ignore, add or subtract from the provisions of this Agreement and shall render a decision within thirty (30) days after hearing said case.

If, in accordance with the above procedure, the grievance(s) is appealed to arbitration, representatives of the Employer and the Union shall meet to select an arbitrator, from a list of mutually agreed to arbitrators. If the parties are unable to agree on an arbitrator within ten (10) working days after the meeting in Step 4(a), the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators living within Illinois or close

proximity to Illinois. Said arbitrators shall be members of the National Academy of Arbitrators. The parties shall alternately strike the names of three arbitrators, taking turns as to the first strike. A coin toss shall determine which party shall strike the first name. The person whose name remains shall be the arbitrator provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators. The arbitrator shall be notified of their selection by a joint letter from the Employer and Union, requesting that they set a time and place for the hearing, subject to the availability of the Employer and Union representatives and shall be notified of the issue where mutually agreed by the parties.

Section 3. Time Limits:

A) Grievances may be withdrawn 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, except STEP 4(b) Arbitration.

Section 4. Witnesses and Information: 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.

Section 5. Expenses: The expenses and fees of the arbitrator shall be shared equally by the parties. Each party shall bear the expense of its own witnesses who are not employees of the Employer. The Employer shall not be responsible for any travel or subsistence expenses incurred by employee or Union representatives in the processing of grievances.

Section 6. Remedy in Arbitration:

If the union prevails, the arbitrator shall retain jurisdiction with respect to remedy until the Employer can show that the payment of remedies granted in the award have been made., unless the parties mutually agree otherwise. The Employer shall have a designated representative assigned to the specific matter to ensure the process has been initiated to implement all monetary remedies no later than forty-five (45) days after the date of the arbitration award provided the Employer is not considering filing an appeal.

NO STRIKE OR LOCKOUT: During the term of this Agreement, there shall be no strikes, lockouts, work stoppages, slow downs or any other forms of concerted job action, and any employee engaged in such concerted job actions shall be subject to discipline.

VACANCIES: The Director of Central Management Services, or their designate, will meet with the Union as needed or upon request to discuss the specifications for the classifications in order to determine the appropriate job requirements and preferred

qualifications. However, the Parties agree that the determination of specifications for the classifications and the appropriate job requirements is a wholly within the Employer's discretion as determined by the Department of Central Management Services. When the Employer decides to fill a position within the bargaining unit, the Employer, ten (10) days prior to the posting period, will notify the Union via email to give the Union an opportunity to notify reliable and competent candidates of the position being posted. The email shall be sent to the Business Agent of record submitted annually to external CMS Labor Relations. The Union will notify candidates of the ability to apply on the Employer's website for the posted position. The Union shall provide notice to the Agency's Labor Relations Department or the individual in charge of labor relations to make any candidate recommendations. Those individuals receiving a recommendation shall receive an interview, if applicable. However, the recommendation shall not result in any preference for the position.

Permanent vacancies shall be posted for bid on the Employer's website and other appropriate bulletin boards, at those work locations where employees do not have daily access to the electronic posting, for a period of ten (10) working days. Once a vacancy is posted and employees have applied for the position on the Employer's website, through the internal career portal, the vacancy will not be posted again for a period of thirty (30) calendar days unless all of the original bidders decline the position. The posting procedure may be modified if mutually agreed by the parties on an agency basis. Any bargaining unit employee may apply for 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 filling of all vacancies in bargaining unit positions, except for in cases of recall, shall only be after completion of the application review and interview process, where applicable. With the exception of recall, agencies reserve the right to fill permanent vacancies through the below order of selection. The order of selection shall be as follows:

- 1) Recall.
- 2) Shift Preference at the work location (where multiple shifts exist).
- 3) Voluntary demotions within the bargaining unit at the work location where the vacancy occurs, based upon seniority, as that term is defined in this agreement.
- 4) Bargaining unit employees in the same position classification as the posted vacancy that applied as a transfer within the same agency.
- 5) Promotions within the bargaining unit at the work location where the vacancy occurs, based upon seniority, as that term is defined in this agreement. Seniority shall prevail unless a less senior employee has superior skills and ability to perform the work required in the position classification, based on information received through the application and interview process.
- 6) Promotions within the bargaining unit within the Agency where the vacancy occurs, based upon seniority, as that term is defined in this agreement. Seniority shall prevail unless a less senior employee has superior skills and ability to perform the work required in the position classification, based on information received through the application and interview process.
- 7) Bargaining unit employees in the same position classification as the posted vacancy from another State Agency, covered by this Contract.

- 8) Promotions within the bargaining unit from another State Agency covered by this Contract, based upon seniority, as that term is defined in this agreement. Seniority shall prevail unless a less senior employee has superior skills and ability to perform the work required in the position classification, based on information received through the application and interview process.
- 9) If there are no qualified applicants or transfers, the Employer may at its prerogative fill the vacancy by hiring new employees.

The Employer shall notify the Union of all new hires, work location and job classification.

TEMPORARY ASSIGNMENT: Employees may be temporarily assigned to a higher-level position at the appropriate rate of pay within the bargaining unit or work location for a period not to exceed 120 calendar days except in cases of leaves of absence.

FOREMAN/ASSISTANT CHIEF/CHIEF: A facility may assign a Foreman or Assistant Chief/Chief and shall receive the prevailing Foreman or Assistant Chief/Chief wage rate. Any Agency currently paying Foreman or Assistant Chief/Chief prevailing wage at a facility shall continue to pay the Foreman or Chief prevailing wage.

DUES CHECK-OFF: The Employer, upon receipt of a validly executed written authorization card, shall deduct Union Dues and initiation fees from the payroll checks of all employees so authorizing the deduction in an amount certified by the Union, and shall remit such deductions on a semi-monthly basis to the Union.

EDUCATION PROGRAM: The State of Illinois and the Union are committed to improving career advancement opportunities for employees in applicable job titles (Appendix A). It is the goal of the State to provide employees with training opportunities through the Education Program.

INFORMATION PROVIDED TO THE UNION: Monthly, the Employer shall provide the Union in writing or electronically of any of the following personnel transactions which have taken place involving bargaining unit employees. Promotions, demotions, layoffs, re-employments, transfers, leaves, returns from leaves, superior performance increases, new hires, suspensions, discharges, re-allocations and terminations. If there is a change in status for union membership, a check-off revocation report will be sent.

AMENDMENTS: This Agreement may only be amended during its term by the parties' mutual agreement in writing. Such mutually agreed modification or amendment shall be binding on the Employer, the Union and the employees. IT IS UNDERSTOOD that should any provision of this Agreement be found to conflict with any law of the State of Illinois, such provision is to be considered null and void, and the remainder of the Agreement shall continue in full force and effect.

UNIFORM ALLOWANCE: Except for the Agency's that currently provide uniforms and prescription safety glass at no cost to the employees, effective July 1st, 2023, and every July 1st thereafter, the Employer will pay employees \$250.00 for the purchase of clothing necessary to perform work, including safety boots. The Employer will also reimburse employees on an

annual basis for the purchase of prescription safety glasses up to a maximum of \$75.00. The Employer will provide at no cost to the employee, any specialized clothing or equipment necessary to perform their job assignment, including but not limited to fire retardant clothing.

DURATION OF AGREEMENT: This Agreement, and all its terms and provisions, shall become effective on JULY 1, 2023, and shall remain in effect through JUNE 30, 2027. It shall automatically renew itself from year to year thereafter, unless either party shall give written notice to the other party, not less than sixty (60) calendar days prior to the expiration date, or any anniversary thereof, that it desires to modify or terminate this Agreement.


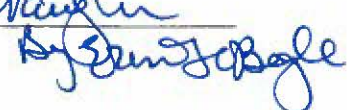
In the event such written notice is given by either party, this Agreement shall continue to remain in effect after the expiration date until a new Agreement has been reached or either party shall give the other five (5) calendar days written notice of cancellation thereafter.

All notices required under this Agreement shall be sent to:

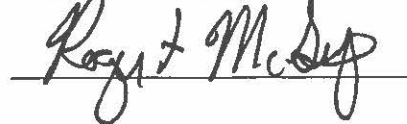
STATE: Director of Central Management Services, Room 715, Stratton Office Building,
Springfield, Illinois 62706

UNION: Roger McGinty
International Union of Operating Engineers, Local 399
2260 South Grove Street
Chicago, IL 60616

FOR THE EMPLOYER:

FOR THE UNION:



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APPENDIX A

AGREEMENT

between the

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES of the STATE OF ILLINOIS

and

INTERNATIONAL UNION OF OPERATING ENGINEERS

Classifications:

SEWAGE PLANT OPERATOR
WATER PLANT OPERATOR
STATIONARY ENGINEER
STATIONARY ENGINEER – ASSISTANT CHIEF
STATIONARY ENGINEER – CHIEF

SIDELETTER
Drug Testing (DOC Only)

- I. The parties agree that, effective July 1, 2000, Section IX of the Memorandum of Agreement entitled Drug Testing, and Section II. L. of the Administrative Directive 03.02.200, Drug Testing for Applicants and Employees in the Department of Corrections shall be modified as follows:

If just cause is established as a result of a pre-disciplinary meeting, discipline for violations shall be as follows:

OFFENSE

First Offense

Second Offense

DISCIPLINE

15-day suspension without pay

Discharge

For employees with one positive finding prior to July 1, 2000, the discipline for a first offense of a positive finding after July 1, 2000 shall be a fifteen (15) day suspension without pay. For employees with two (2) positive findings prior to July 1, 2000, the discipline for a first offense of a positive finding after July 1, 2000, and within five (5) years of the prior offenses, shall be discharge.

- II. The parties agreed that effective January 1, 2001, Section IX.A. of the Memorandum of Understanding entitled Drug Testing, and Section II.L. of the Administrative Directive 03.02.200, Drug Testing for Applicants and Employees in the Department of Corrections, shall be modified as follows:

If just cause is established as a result of a pre-disciplinary meeting, discipline for violations shall be as follows:

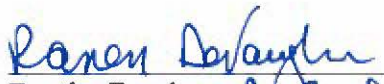
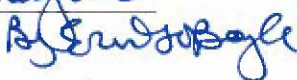
OFFENSE

First Offense

DISCIPLINE

Discharge

- III. Any offense of positive finding resulting from a test taken prior to January 1, 2001 shall be governed by Part I of this memorandum.
- IV. The parties agree to establish a Trades/DOC committee which shall have the authority to address impact issues and other procedural issues concerning drug testing.


For the Employer 

Date: 8/7/2004


For the Union

Date: 8/8/2004

SIDELETTER

TRANSFERS

For the purposes of transfer, the parties agree an emergency is an unexpected or unforeseen event which is beyond the control of the Agency. This does not include an employee absence due to vacation, holiday, or short-term illness.

Ranen Derayen
For the Employer Ryan Doyle

Date: 8/7/2024

Roy McArthur
For the Union

Date: 8/8/2024

Memorandum of Understanding
Classification Update

Upon ratification, the Department of Central Management Services (CMS) agrees to conduct a class study which the Employer will endeavor to complete it within six (6) months after ratification. CMS will review the classification title(s) utilized by the State of Illinois to update them to reflect the current duties of the position and requirements to be considered qualified for the position.

Ramon DeLuca
State of Illinois Ry Sandberg
Date: 8/7/2024

Robert M. Lee
For the Union
Date: 8/8/2024

Memorandum of Understanding

Classification Study

The Department of Central Management Services agrees to conduct a class study to determine if the titles recorded in the collective bargaining agreement should require a candidate to complete an accredited trade/craft apprenticeship program to attain Journeyman status or equivalency in order to be deemed qualified for the position(s) utilized by the State of Illinois listed in Appendix A of the agreement.

Ramon Delacruz
State of Illinois Ryann Boyle

Date: 8/7/2024

Robert M. H.
For the Union

Date: 8/10/2024

Prevailing Rate Memorandum of Understanding

Upon signature of the agreement, the parties agree to return prevailing rate certification back to the Department of Labor. The Unions will no longer be required to receive certification through the CMS Prevailing Rate Certification System which was agreed upon in the 2015-2019 contract.

Ramon Delacruz
State of Illinois Ramon Delacruz

Date: 8/7/2024

Roger M. Lopez
For the Union

Date: 8/8/2024

Side Letter
Interview Process

The Employer may use a current state trades employee as a subject matter expert during the hiring process as a technical expert, an interviewer, or as a reviewer of submitted application(s), as long as the subject matter expert has successfully completed the Training(s) provided by CMS.

The Trades Unions agree to help keep bargaining unit members certified in the Interview Training Program in order to provide an appropriate number of certified subject matter experts for interviews when needed by management.

Ramon DeValentin
For the Employer By Ernest Boyle

Date: 8/7/2024

[Signature]
For the Union

Date: 8/8/2024

Side Letter

Online Hiring System

- 1). The Employer shall provide training for each bargaining unit member on the online hiring system within ninety (90) days of the ratification of this agreement.
- 2). Once an employee chooses to set up an alert, the online hiring system shall give the employee alerts for up to six (6) months.
- 3). Bargaining unit members may request for alerts using position classification codes found on the Employer's website.
- 4). The online hiring system shall provide a thirty (30) day notice when further alerts are scheduled to cease so that employees may have an opportunity to renew or otherwise extend the alerts.

Ramon Derbigher
State of Illinois Ramon Derbigher

Date: 8/7/2024

Rog M. M. M.
For the Union

Date: 8/8/2024

Side Letter
Position Classifications


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 for those position classifications listed in this agreement or those in other Prevailing Rate/Trades Agreements and discuss with it such intention at least twenty (20) days prior to making its recommendation to the Civil Service Commission.

Additionally, if there are classification changes made to the AFSCME classification, Corrections Maintenance Craftsman, that are beyond the historical scope of the work of that Classification, the Trades union shall receive a copy of such changes prior to submission to Civil Service.



State of Illinois 

Date: 8/7/2024



For the Union

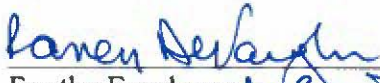

Date: 5/8/2024

Bereavement Leave

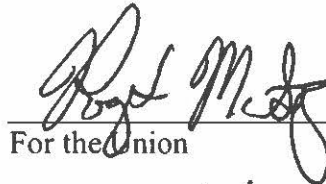
Memorandum of Understanding

Upon request, employees shall be granted paid leave to attend the funeral or similar service, for related travel, and bereavement time, upon the death of a member of the employee's immediate family. For the first instance in a calendar year, the employee shall be granted two scheduled work days. In the event there is a second instance in the calendar year, the employee shall be granted one scheduled work day. Leave shall be limited two instance(s) per calendar year. Documentation of the reason for the funeral/bereavement leave, attendance at the funeral or similar service, and relationship to the deceased may be required.

Immediate family is defined pursuant to this Section as: father, mother, sister, brother, spouse, children, grandparent and grandchildren including relationships established by marriage.


For the Employer 

Date: 8/7/2024


For the Union

Date: 8/8/2024

Memorandum of Understanding

Parental Leave

All employees who provide proof of their pregnancy or that of their female partner at least 30 days prior to the expected due date will be eligible for 12 weeks (60 workdays) of paid parental leave for each pregnancy resulting in birth or multiple births. Should both parents be employees, each be eligible for 12 weeks of paid parental leave which may be taken consecutively or concurrently. No employee will be allowed to take less than a full work week (5 consecutive days). Regardless of the number of pregnancies in a year, no employee shall receive more than 12 weeks (60 workdays) of paid leave under this Section per year. The State shall require proof of the birth. In addition, non-married employees may be required to provide proof of parentage such as a birth certificate or other appropriate documentation confirming paternity. Leaves under this Section for a maximum of six (6) weeks shall also be granted for the loss of a pregnancy that occurs at or after twenty (20) weeks of pregnancy.

All bargaining unit members are eligible for twelve (12) weeks (60 days) of paid leave with a new adoption, with the leave to commence when physical custody of the child has been granted to the member, provided that the member can show that the formal adoption process is underway. In the event the child was in foster care immediately preceding the adoption process the leave will commence once a court order has been issued for permanent placement and the foster parent has been notified of their right to adopt as long as the foster child has not resided in the home for more than four (4) years. The agency personnel office must be notified, and the member must submit proof that the adoption has been initiated. Should both parents be employees, they shall each be eligible for 12 weeks of paid parental leave which may be taken consecutively or concurrently. No employee will be allowed to take less than a full work week (5 consecutive workdays). Regardless of the number of adoptions in a year no individual shall receive more than 12 weeks (60 workdays) of said leave under this Section per year.

Parental leave is for the purpose of bonding with the new member of the household and to allow the birth parent to heal. Employees are not eligible for the above referenced leave in the event the adoption is for a step-child or relative with whom the employee has previously established residency, for a period of one (1) year or more.


For the Employer 

Date: 8/7/2024


For the Union

Date: 8/8/2024

Side Letter
Working Conditions, Safety and Health

Section 1. Safety and Health

The Employer shall endeavor to provide worksite health and safety training as part of an employee's facility orientation. This health and safety training shall be consistent with Occupational Safety and Health Administration ("OSHA") and the standards set by the Illinois Department of Labor.

At least once per week, trades employees shall engage in an informal group discussion regarding a particular health and safety issue, also known as a "Safety Toolbox Talk.". Such discussions should be led by the facility Chief or Assistant Chief Engineer.

At least quarterly at each State owned facility, the Employer shall conduct a health and safety meeting with all employees. Such meeting may coincide with other scheduled facility/Agency health and safety meetings.

Section 2. Safety Monitor


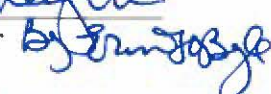
The Employer shall designate at least one employee that is a member of the Trades as a Safety Monitor at the work location, who shall address all safety issues. Reported safety issues or concerns shall be addressed within a reasonable amount of time. The safety monitor shall ensure that all lockout/tagout procedures are assigned and completed by the proper trades' employee(s), that necessary paperwork is timely and accurately completed and shall ensure that the equipment is removed expeditiously.

The safety monitor will take steps to ensure that all trades employees at the work location are completing their required OSHA training(s) and maintaining their required licenses or certifications.

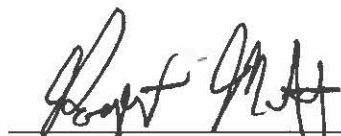
The safety monitor shall work with the Employer to ensure that minimum staffing requirements for certain tasks, jobs or projects are adhered to.

Safety Policy Side Letter

The Agency or facility Administrator will endeavor to work with the safety monitor to establish at safety policy as the work location(s).


For the Employer 

Date: 8/7/2024


For the Union

Date: 8/8/2024

Side Letter

Off Shift Work Communication

Employees receiving work-related telephone inquiries, text messages, and/or emails, outside of the employee's normal work hours, at home or other non-work locations and are directed by a supervisor to respond in a timely manner shall be paid a minimum of 15-minutes at the appropriate rate for communication that falls outside the employee's regularly scheduled work hours. Any consecutive time worked past the initial 15-minutes, shall be paid at the applicable rate in 15-minute increments for any time that falls outside the employee's regularly scheduled work hours. Employees shall provide written notification of such communication to the Employer on their next working day.

Ramon Desjardins
For the Employer

Date: 8/7/2024

Robert M. [Signature]
For the Union

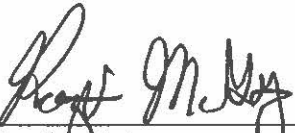
Date: 8/8/2024

FY 2023 Signing Bonus

Upon the ratification of the contract, all bargaining unit employees on active payroll as of June 30, 2023 shall receive a one-time signing bonus of \$1200. Only employees on active status shall receive such bonus payable after ratification of the collective bargaining agreement. The signing shall be paid as soon as practicable after the ratification of the Agreement.


For the Employer 

Date: 8/7/2024


For the Union

Date: 8/8/2024