

MASTER AGREEMENT

(RC-29, RC-45, RC-56)

by and between the

**ILLINOIS FEDERATION OF PUBLIC EMPLOYEES,
Local 4408, (IFPE)**

and

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

STATE OF ILLINOIS

Effective July 1, 2015 through June 30, 2023

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AGREEMENT

This Agreement is made and entered into this July 1, 2019, by and between the Illinois Department of Central Management Services on behalf of all agencies, boards and commissions subject to Executive Order #6 (1973) and after July 1, 1984, the Illinois Public Labor Relations Act (P.A.83-1012), hereinafter referred to as "Employer", and the Illinois Federation of Public Employees, Local 4408, AFT/AFL-CIO, hereinafter referred to as "IFPE", on behalf of the employees in the collective bargaining units described in Article I of this Agreement.

PURPOSE

Whereas, IFPE was certified by the Office of Collective Bargaining, State of Illinois, on June 22, 1977, in Case No. RC-29-OCB and as amended on November 25, 1986 in Case No. S-UC-87-(S)-12, amended on January 27, 1987 in Case No. S-UC-87-(S)-16, amended on January 26, 1987 in Case No. S-UC-(S)-87-30, amended on March 30, 1987 in Case No. S-UC-(S)-87-40, amended on April 28, 1987 in Case No. S-UC-(S)-87-50, amended on February 26, 1988 in Case No. S-UC-88-20, amended on August 24, 1988 in Case No. S-UC-(S)-89-08, amended on May 23, 1990 in Case No. AC-90-16, as amended on May 23, 1990, in Case No. S-AC-90, amended on April 6, 1992 in Case No. S-AC-92-2, amended on April 26, 1994 in Case No. S-RC-94-87, amended on November 1, 2004 in Case No. S-UC-(S)-04-044, amended on October 16, 2008, in Case No. S-UC-(S)-09-020 and amended on May 14, 2014, in Case No. S-UC-(S)-14-054 as the exclusive bargaining representative for the purpose of bargaining for the employees in RC-29.

Whereas IFPE was certified by the Illinois Labor Relations Board, State Panel, State of Illinois on March 6, 2006, in Case No. S-RC-05-006, amended on May 19, 2009, in case No. S-RC-08-054, and as amended on June 24, 2009, in Case No. S-UC-09-244 as the exclusive bargaining representative for the employees in RC 56.

Whereas IFPE was certified by the Office of Collective Bargaining, State of Illinois on December 3, 1979, in Case No. RC-45-OCB, as amended on May 23, 1990, in Case No. S-AC-90, an as amended on April 6, 1990 in Case No. S-AC-92-6 as the exclusive bargaining representative for the employees in RC-45.

Whereas it is the intent and purpose of the Employer and IFPE to set forth the accords between them, for the term thereof of the rates of pay, the hours of work, and the other terms and conditions

of employment to be observed by the employees covered and the parties in order to establish harmonious relations and to provide equitable treatment of the covered employees; Therefore, the following Agreement is entered into.

ARTICLE I

RECOGNITION

Section 1. Recognition

The Employer recognizes the Illinois Federation of Public Employees, Local 4408, AFT/AFL-CIO, hereinafter referred to as "IFPE" as the sole and exclusive bargaining representative for employees in classifications listed in Schedule A; excluding all other individuals including professional employees, confidential employees and managerial employees within the meaning of the Illinois Public Labor Act as may be amended from time to time in accordance with the provisions of this Agreement and the Rules and Regulations of the Illinois State Labor Relations Board.

Section 2. Successor Classes

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

Section 3. New Classifications

The Employer agrees to meet and discuss with IFPE the inclusion or exclusion of any and all newly instituted job classifications.

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

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

Within the scope of RC-29-OCB as follows:

A statewide para-professional protective and regulatory unit including all para-professional occupants of positions involving the protection of people and property involved in inspection and regulatory functions. These para-professionals are involved in interpreting State rules, regulations and laws and enforcing them against members of the public.

Within the scope of RC-56 as follows:

A statewide supervisory unit covering certain classifications as defined by the Illinois State Labor Relations Board.

Within the scope of RC-45 as follows:

A statewide motorized vehicle supply and repair unit covering certain classifications as defined by the Illinois State Labor Relations Board.

Section 4. Changes in Existing Classifications

The Employer shall notify IFPE of any changes in bargaining unit job classifications at least twenty-one (21) days prior to the submission to the Civil Service Commission. If there is a substantial change in the class specifications the impact of such shall be the subject of negotiations between the parties, subject to request of the IFPE. If the parties are unable to agree as to the appropriate pay grade, Section 5 of this Article shall apply.

Section 5. Pay

The Employer agrees to negotiate with IFPE as to the appropriate pay grade to be assigned to job classifications determined to be included in the RC-29-OCB bargaining unit. If no agreement is reached between the parties, IFPE shall be allowed to file a grievance in accordance with Article X of this Agreement. The grievance shall be filed at Step 3 of the grievance procedure.

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

- a) The job content and responsibilities attached thereto in comparison with the job content and responsibilities of other position classifications in the classification series and in the bargaining unit;
- b) Like positions with similar job content and responsibilities within the labor market generally;

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

Should an arbitrator decide to increase the rate of pay for the position classification, such rate may be effective as of the date the Illinois State Labor Relations Board certifies the title for inclusion into the bargaining unit.

Section 6. Integrity of the Bargaining Unit

The Employer recognizes the integrity of this bargaining unit and will not take any action intended to erode the bargaining unit. The hiring of temporary or emergency employees to supplement bargaining unit employees' work on a temporary basis or provisional employees appointed under Personnel Rule 302.150 shall not be considered erosion of the bargaining unit.

For RC-45 only, The Employer recognizes the integrity of the bargaining unit, and will not propose or take any action for the primary purpose of eroding the bargaining unit. The Employer shall assign bargaining unit work to bargaining unit employees, except in an operational emergency or if no bargaining unit employee is readily available to perform the work. The Department of Transportation shall only assign bargaining unit employees to perform mechanical and maintenance duties they are qualified to perform.

ARTICLE II

DEFINITIONS

1. "Director" refers to the Director of the Illinois Department of Central Management Services.
2. "Agency Head" refers to the Director of the Illinois Departments of Agriculture, Central Management Services, Commerce Commission, Environmental Protection Agency, Financial and Professional Regulation, Human Services, Natural Resources, Public Health, Revenue, State Fire Marshal, State Police, Transportation, or Veterans Affairs.
3. "Employer" refers to the Director of the Illinois Department of Central Management Services, agency heads or their representatives collectively or singly, as the context may require.
4. "Employee" refers to a person employed in the job classifications covered by this Agreement, excluding temporary, emergency, per diem, confidential, managerial or supervisory (except for RC-56) employees.
5. "Probationary employee" refers to an employee in probationary period as currently administered under the Personnel Rules. The probationary period for RC-45 employees is nine (9) months. However, that such probationary employee shall have no right to grieve disciplinary actions including discharge. Nor shall, probationary employees have the rights pursuant to

Article XIV, section 4 Bumping in Lieu of Layoff, section 5 Transfer, section 6 Voluntary Reduction, and section 7 Recall/Reemployment.

6. "Day" refers to workday when used in increments of 15 days or less. If the reference is more than 15 days, it is calendar days.
7. "IFPE" refers to the Illinois Federation of Public Employees, Local 4408, AFT/AFL-CIO.

ARTICLE III

MANAGEMENT RIGHTS

It is understood and agreed by the parties that the Employer possesses the sole right to operate its agencies so as to carry out the statutory mandate and goals assigned to the agencies and that all management rights repose in the Employer. Except as modified or amended by this Agreement, management rights include but are not limited to:

1. The right to utilize personnel, methods and means in the most appropriate and efficient manner possible, including the introduction of new or improved technology;
2. The right to manage and direct the employees of the various agencies;
3. The right to transfer, assign or retain employees in positions within the agency;
4. The right to suspend, discharge or take other appropriate disciplinary action against employees for just cause;
5. The right to determine the size and composition of the work force and to layoff employees as provided in Article XIV of this Agreement;
6. The right to determine the mission of the agency and the methods and means necessary to fulfill that mission including the contracting out for or the transfer, alteration, curtailment or discontinuance of any goals or services.

Section 1. Non-Waiver (RC-56 only)

The above enumerations of the Employer's rights are not inclusive and do not exclude other rights not specified including those

duties, obligations or authority provided under law. The exercise or non-exercise of rights retained by the Employer shall not be construed to mean that any right of the Employer is waived.

ARTICLE IV

NON-DISCRIMINATION

Section 1. Prohibition

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

Section 2. Employer's Responsibility

The Employer shall not discriminate against, interfere with, restrain or coerce employees because of their lawful activities on behalf of IFPE or because of their exercise of any rights granted by this Agreement or by the Illinois Labor Relations Act (P.A. 83-1012).

Section 3. IFPE Responsibility

IFPE shall not restrain or coerce employees in the exercise of rights guaranteed by this Agreement or by the Illinois Public Labor Relations act (P.A. 83-1012).

Section 4. IFPE Solicitation

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

Section 5. Equal Employment - Affirmative Action

The parties agree that both have a legal and moral obligation to comply with federal and state Equal Employment and Affirmative Action Laws.

ARTICLE V

DUES DEDUCTIONS

Section 1. Deductions

The Employer agrees to honor employees' individually authorized deductions for IFPE membership fees and assessments of those employees who individually request it and upon receipt of an appropriate written authorization in accordance with the law and procedures of the Comptroller. Dues shall be remitted semi-monthly

to the union in accordance with the current procedures, and at the address designated in writing to the Comptroller by the union.

Such authorized deductions may only be revoked in accordance with the terms under which an employee voluntarily authorized said deduction. When an employee transfers from one agency to another he/she shall be retained on dues deductions without the necessity of resubmitting additional authorization cards, unless such action would be in violation of any State law.

Written authorization may be evidenced by electronic communications and such writing or communication may be evidenced by the electronic signature of the employee as defined in 5 ILCS 175/5-120.

The Union shall maintain accurate records of the voluntary deductions which have been authorized by represented employees and shall give the Employer timely notice and written authorization of any changes in such authorizations, with the understanding that the Employer will promptly execute said changes in payroll deductions. Upon receiving notice and written authorization, the Employer shall commence deductions as soon as practicable, but shall be no later than the second pay period from receipt, from the Union. Employee deductions shall be transmitted to the Union as soon as practicable and within the prescribed procedures of the Comptroller from the date of the deduction. The Employer will not cease voluntary deductions from a bargaining unit employee unless directed to do so by the Union.

If a bargaining unit employee requests a change in membership/dues status, the employee will be referred to the Union.

Section 2. Remittance

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

Section 3. Indemnification

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

Section 4. Revocation

All employees covered by this Agreement who have signed Union dues checkoff cards for IFPE prior to the effective date of this Agreement or who signed such cards after such date shall only be allowed to cancel such dues deduction within the prescribed

procedures of the Comptroller and the collective bargaining agreement.

ARTICLE VI

SENIORITY

Section 1. Definition

For RC-29 and RC-56 only:

Seniority shall, for the purposes stated in this Agreement, consist of an employee's length of continuous service with all agencies, boards or commissions under the jurisdiction of the Governor since her/his most recent date of hire with the Employer.

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

Ties in seniority dates shall be broken at the time the employees complete the probationary period. Tie breaking procedures will consist of employees drawing numbers with number one being the most senior.

For RC-45 only:

Continuous service is the uninterrupted period of service from the date of original appointment to State service except as provided for in Personnel Rule 302.250.

Employees who have accrued continuous service in another merit system in the State service or who have accrued continuous service in State service not covered by any merit system, and who have been transferred to an agency subject to the Personnel Code, shall be given such credit for said service as shall be determined by the Director or required by law. (Amended December 15, 1977)

Section 2. Information

The Employer shall provide IFPE with seniority dates for all bargaining unit employees by January 30 of each year. An Employee who wishes to challenge his/her seniority date must do so within 30 calendar days of the IFPE's receipt of seniority dates by filing a grievance at Step 3 of the Grievance Procedure.

Section 3. Application

For purposes of bidding within the employing agency for promotion, shift assignment, days off and vacation scheduling, seniority shall be defined as an employee's length of continuous service within the bargaining unit and job classification series.

Section 4. Termination

Seniority shall be terminated when an employee:

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

Section 5. Deductions From Continuous Service

Except as provided in Personnel Rule 302.240, the following shall be deducted from, but not interrupt continuous service:

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

Section 6. Accrual and Retention of Continuous Service During Certain Leaves

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

Section 7. Limitations on Continuous Service

Temporary and emergency employees employed after July 1, 1957, shall not accumulate continuous service except as provided in Public Act 77-1823.

Section 8. Leave of Absence for Educational Purposes

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

Section 9. Veterans Continuous Service

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

Section 10. Peace or Job Corps Enrollees Continuous Service

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

ARTICLE VII

HOURS OF WORK

Section 1. Limitation

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

Section 2. Definition

For RC-29 only:

The workweek is defined as a regularly reoccurring period of 168 hours consisting of 7 consecutive 24-hour periods. An employee's normal workweek shall consist of not more than 40 hours. Work schedules currently providing a normal workweek of 37 1/2 hours shall not be increased. The normal workweek shall consist of 5 consecutive days of work followed by 2 consecutive days off, except in those agencies having continuous and/or seasonal operations or where rotating schedules exist.

For Meat and Poultry Inspectors/Trainees only:

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

For RC 45 employees only:

This section is intended only to provide a basis for calculating overtime and is not to be construed as a guarantee or limitation on the number of hours of work per day or work per week or when such hours and days shall be worked which may be scheduled or required by an operating agency with the approval of the Director of Central Management Services. The normal workday shall consist of 8 hours and the normal workweek shall consist of 40 hours of 5 consecutive days per week. For purposes of calculation of overtime the workday shall begin no earlier than 12:01 a.m. The normal work schedule shall be established for each agency pursuant to Personnel Rule 303.300 of the Personnel Rules of the Department of Central Management Services as currently set forth and as it may be from time to time amended hereafter. IFPE shall be notified of permanent changes in work schedules per Article XXIII and upon timely request by IFPE; the Employer shall negotiate the work schedule change with IFPE. The Employer shall provide ten (10) days' notice prior to the effective date of any work schedule change. Subsequent to said negotiations, the Employer reserves the right to implement changes in work schedules.

The Employer shall provide reasonable advance notice to IFPE, but no less than two weeks, before a temporary change in the work schedule is made. If requested by IFPE, a labor management meeting will be held prior to the implementation date to discuss the duration of the temporary work schedule change, and to determine what employees will be affected. No temporary work schedule change shall be for more than 120 days in a twelve month period. The Employer agrees that volunteers will first be requested to work the temporary schedule and if there is not sufficient employee(s)

available the least senior employee(s) will be required to work the temporary work schedule.

For RC 56 employees only:

The workweek is defined as a regularly reoccurring period of 168 hours consisting of seven (7) consecutive 24-hour periods. An employee's normal workweek shall consist of not more than 37.5 hours.

For employees of the Department of Agriculture Bureau of Meat and Poultry Inspection, Department of Human Services and Veteran's Affairs the normal work period shall consist of not more than 8 hours which is uninterrupted except for breaks, meal period or leave time. The normal workweek shall consist of 5 consecutive days of work followed by 2 consecutive days off, except in those agencies having continuous and/or seasonal operations or where rotating schedules exist.

Section 3. Work Schedules

For RC-29 and RC-56 only:

In accordance with current practices, the parties shall reduce to writing what current scheduling practices prevail with respect to the starting and quitting times, days off, shifts or rotations thereof. Thereafter, where changes in permanent schedules affecting bargaining unit employees are made by the Employer, the Employer shall notify the IFPE and upon timely request, negotiate with it concerning such changes. The Employer will provide at least 10 calendar days' notice prior to the effective date. Disputes over such changes shall be subject to the contractual grievance procedure. The Employer reserves the right to implement such schedule changes pending resolution of any grievance.

The Employer reserves the right to make temporary or seasonal work schedule changes without negotiation. Those changes may be implemented with a minimum five (5) day notice to IFPE and the employee.

For RC-29 only (except Meat & Poultry Inspector/Trainees):

Annual bid for shift assignment shall be subject to Article XXIII, Labor Management Meetings. However, an employee on leave of absence is not considered eligible unless within ten (10) working days of the permanent change, the employee is able to commence performance of the duties.

For Meat & Poultry Inspector/Trainees only:

With advanced notice during the prior workweek, work schedules may be temporarily changed due to operational needs of the Employer. Any work schedule change that includes a permanent weekend assignment shall be by inverse seniority order for those employees whose worksites have such a schedule on their permanent work assignment, unless a more senior employee requests to work the proposed work assignment.

For RC-45 employees:

See Section 2 above.

Section 4. Rest Period

Employees with a fixed worksite shall be entitled to a non-cumulative 15-minute paid rest period at approximately midway during both the first and second half of the workday. Employees with a non-fixed worksite shall be entitled to a paid rest period not to exceed 15 minutes during both the first and second half of the workday where current practice so provides. Such rest periods shall be granted except during operational emergencies.

Employees scheduled to work a workweek of four consecutive workdays of relatively equal length shall receive two rest periods consisting of 20 minutes each.

For RC-29 only:

If evidence demonstrates that circumstances prevented an employee from receiving a rest period or resulted in a rest period being interrupted, and the Employer does not authorize an alternative time, the employee shall be entitled to compensatory time.

Section 5. Meal Period

For RC-29 and RC-56 only:

The Employer agrees to grant a meal period of not less than 30 but not more than 60 consecutive minutes to employees with a fixed worksite approximately midway during the workday. The Employer shall grant a meal period of not less than 30 but not more than 60 consecutive minutes to employees with a non-fixed worksite approximately midway in the workday where current practice so provides. However, this shall not preclude work schedules which provide for a paid meal period.

Except for Meat and Poultry Inspector/Trainees, those employees who receive an unpaid meal period, and are required to work at their work assignments and are not relieved for such meal periods, shall have such time treated as hours worked for the purpose of computing overtime. Such meal periods as defined above shall be granted except in the case of an operational emergency. Unless the specific job assignment requires it, an employee shall not be required to eat with clients and/or patients.

For Meat & Poultry Inspector/Trainees only:

The Employer shall require all plants to designate a time frame in which a meal period may be taken. An employee shall take their meal period within this designated time frame. An employee required to work more than twelve (12) hours in any one workday shall be entitled to an additional thirty (30) minute non-paid meal period.

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

For RC-45 only:

Employees shall be entitled to an unpaid lunch period.

Employees shall be at their designated workplaces, ready for work at their scheduled starting time and shall remain at their work places until their scheduled quitting times except for designated or authorized relief breaks, including lunch and rest periods during shift hours.

Section 6. Travel Time

For RC-29 employees only, travel time, as required by the Employer, is considered work time if the travel is between work sites during the regular workday. Time spent in traveling from an employee's residence to and/or from a work site is not considered work time except in those instances where the employee is required by the Employer to travel in excess of twenty (20) miles one way, as measured from the employee's official headquarters in which case the miles in excess of twenty (20) will be considered work time. In those situations where an employee's official headquarters is his/her residence, regardless of agency practices in existence at the time of the signing of this Agreement, the time spent in travel which will be considered work time will be subject to local level negotiations.

For Meat & Poultry Inspector/Trainees only:

The first and last twenty-five (25) miles traveled to and from work will be on employee's own time. All miles in excess will be considered work time.

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

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

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

For RC-45 only:

Travel time for all automotive mechanics who are designated as a traveling mechanic shall be paid between work sites and to or from the worksite to a state garage whenever he is required to obtain parts and supplies. Any changes to the current practice shall be discussed at a labor/management meeting in accordance with Article XXIII of this Agreement prior to implementation.

For RC-56 only:

Travel time, as required by the Employer, is considered work time if the travel is between work sites during the regular workday. Time spent in traveling from an employee's residence to and/or from a work site shall not be considered work time. Instances where the employee is required by the Employer to travel in excess of his/her normal commute, the time spent in excess shall be considered work time. For field staff employees in the Department of Agriculture, Bureau of Meat & Poultry Inspection their residence shall be considered his/her headquarters.

Section 7. Scheduling of Overtime

For RC-29 only (Except for Meat & Poultry Inspector/Trainees and RC-29 Sworn):

Subject to operational necessities, the Employer shall offer overtime to employees by seniority within the job classification

that normally performs the work within the work location where the overtime is required, from the most senior employee to the least senior employee. Refusal to accept voluntary overtime shall cause that employee's name to be placed at the end of the respective rotation list.

Where no volunteers are available for overtime, the Employer shall assign the overtime in reverse seniority order from the least senior to the most senior. Each time such mandatory overtime is required, the Employer shall begin with the seniority point last used at the beginning rotation. Specific overtime schedules may be discussed at facility supplemental negotiations.

For RC-29 DHS and DVA only:

The parties agree that mandatory overtime should be the exception and not the norm of State operations. The elimination of mandatory overtime as a norm in State facility operations shall not compromise security.

For Meat & Poultry Inspector/Trainees only:

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

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

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

If, when attempting to contact employees to work overtime, an employee is not available, the Employer is not required to make subsequent contact to the same employee to fill the same overtime

assignment. When utilizing rotating seniority order to distribute overtime, employees will be contacted for overtime work in order of seniority. Each time an employee either accepts or rejects offered overtime, the employee's name shall be rotated to the bottom of the list. Each time overtime is required, the Employer shall begin offering overtime to the employee at the top of the overtime list. Once all employees have been offered overtime, the process shall repeat itself.

An employee temporarily assigned is eligible to work overtime during the workday at the plant(s) to which he/she is temporarily assigned, however, the employee is only eligible to work overtime on non-scheduled weekends or State holidays at plants listed on his/her permanent work assignment.

For RC-45 only:

Employees shall work reasonable amounts of overtime when overtime is necessary.

Section 8. 4-Day Workweek

Except for Meat & Poultry Inspector/Trainees, when in the judgment of the affected agencies, efficiency and economy can best be served by doing so; the agency may institute a workweek of four (4) consecutive workdays of relative equal length on selected operations. IFPE will be notified and have the opportunity to discuss such change. Overtime shall be paid in accordance with Article IX, Section 1. Any sick leave, vacation, personal leave, holidays or other time taken off shall be earned or accumulated on the basis of the normal 7 1/2 to 8-hour workday. Employees who work a four (4) day work week schedule shall receive two twenty (20) minute rest periods.

Either party may discuss the subject of the 4-day work week, rotating schedules or 9-day work schedules at agency supplemental negotiations, where applicable.

Section 9. Flexible Schedules

Except for Meat & Poultry Inspector/Trainees:

An Agency's flex-time positions shall be divided as equitably as possible. Agency will notify IFPE of those employees on Flex-time schedules. An employee may request a flexible schedule annually, which may be approved for up to one (1) year at the discretion of the Employer. If operational needs permit the approval of some, but not all such requests, priority shall be given to the employee who demonstrates the greatest personal need. The scheduling of

flex-time shall be requested annually by the employee to and his/her supervisor, who shall have final approval prior to implementation. Employees authorized by the Employer to work a flex-time schedule shall annually re-apply for the flex time schedule. The Employer shall periodically review each flex-time schedule to evaluate the greatest personal need. Flex-time schedules may be terminated based on the operating needs of the Agency, when the original reason for flex-time no longer exists.

Agency shall notify IFPE of any Flex-time schedule termination, and if requested, shall discuss reasons for termination.

Either party may discuss the subject of flexible schedules at agency supplemental negotiations, where applicable.

Section 10. Late Arrival and Unauthorized Absence

The threshold between late arrival and unauthorized absence is one hour after the starting time, except for RC-45 employees covered by Snow and Ice Agreements with CMS and IDOT during snow and ice season.

For Meat & Poultry Inspector/Trainees only:

Employees who are repeatedly late may be docked until the problem has been corrected over a reasonable period. However, this shall not limit the Employer's right to dock for unauthorized absence and/or resort to the disciplinary procedure of this Agreement for excessive late arrival and/or unauthorized absence.

ARTICLE VIII

RATES OF PAY

Section 1. Wage Schedule

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

Section 2. Step Increases

Employees who have not attained Step 8 shall receive a step increase to the next step upon satisfactory completion of twelve (12) months of creditable service. Step increases are referenced in Schedule A.

Section 3. Wage Increase

A. General Increase

- 1) Effective January 1, 2020, the pay rates for all bargaining unit classifications and steps shall be increased by 1.5% which rates are set out in Schedule A.
- 2) Effective July 1, 2020, the pay rates for all bargaining unit classifications and steps shall be increased by 2.10%, which rates are set out in Salary Schedule.
- 3) Effective July 1, 2021, the pay rates for all bargaining unit classifications and steps shall be increased by 3.95%, which rates are set out in Schedule A.
- 4) Effective July 1, 2022, the pay rates for all bargaining unit classifications and steps shall be increased by 3.95%, which rates are set out in Schedule A.
- 5) Step 1a, 1b, and 1c shall be implemented for all employees hired on or after July 1, 2013, with a 3% step differential. Effective July 1, 2019, Step 1a, 1b, and 1c shall be increased by \$25 per month. Effective July 1, 2020, Step 1a, 1b, and 1c shall be increased by an additional \$25 per month. Effective July 1, 2021, Step 1a, 1b, and 1c shall be increased by an additional \$25 per month.
- 5) Effective July 1, 2013, the employees at the frozen agencies will be placed on the appropriate step of the wage scale that they would have been placed but for the freeze.

B. Step 8

- 1) Effective January 1, 2001, a Step 8 shall be established for each pay grade at a pay rate 1% higher than the Step 7 rate in each pay grade.
- 2) Effective January 1, 2002, the Step 8 for each pay grade shall be increased to a pay rate 1% higher than the Step 7 rate in each pay grade.
- 3) Effective January 1, 2003, the Step 8 for each pay grade shall be increased to a pay rate 1% higher than the Step 7 rate in each pay grade.

- 4) Effective July 1, 2007, the Step 8 rate shall be increased to a pay rate 1% higher.

Section 4. Impact of New Titles on Salaries

In the event that a title not currently in the RC-29, RC-45 or RC-56 bargaining unit is added to this unit, the parties agree to negotiate the salary of the position being added and to negotiate over the impact the salary of the new position has on the salary of any similar position in the bargaining unit. It is understood that disputes over the Employer's pay grade placement are not subject to the Grievance Procedure.

Section 5. Longevity Increase

Effective July 1, 1998, the Step 7 rate shall be increased by \$50.00 per month for those employees [non-sworn] who attain fifteen (15) years of service and have three (3) or more years of creditable service on Step 7 in the same pay grade.

Effective July 1, 2010, the Step 8 rate shall be increased by \$50.00 per month for those employees (non-sworn) who attain ten (10) years of service and have three (3) or more years of creditable service at Step 8 in the same pay grade. Effective July 1, 2010, the Step 8 rate shall be increased \$75.00 per month for those employees (non-sworn) who attain fifteen years of service and have three (3) or more years of creditable service on Step 8.

Effective July 1, 2013, the Step 8 rate shall be increased by \$75.00 per month for those employees (non-sworn) who attain ten (10) years of service and have three (3) or more years of creditable service at Step 8 in the same pay grade. Effective July 1, 2013, the Step 8 rate shall be increased \$100.00 per month for those employees (non-sworn) who attain fifteen years of service and have three (3) or more years of creditable service on Step 8.

Effective July 1, 1998 employees in the following classifications:

Arson Investigator I and II;
Commerce Commission Police Officer I and II;
Police Officer I, II, and III;

shall be placed in a longevity schedule receiving a salary increase of \$50.00 per month upon reaching ten (10) years, thirteen (13) years, fifteen (15) years and seventeen (17) years' service in the same classification series.

Effective July 1, 2003 employees in the following classifications:

Arson Investigator I and II;
Commerce Commission Police Officer I and II;
Police Officer I, II, and III;

Shall be placed in a longevity schedule receiving a salary increase of \$50.00 per month upon reaching ten (10) years, thirteen (13) years, and fifteen (15) years' service in the same classification series. Employees shall be placed in a longevity schedule receiving a salary increase of \$75.00 per month upon reaching seventeen (17) years' service in the same classification series.

Effective July 1, 2011, employees in the following classifications:

Arson Investigator I and II;
Commerce Commission Police Officer I and II;
Police Officer I, II, and III;

Shall be placed in a longevity schedule receiving a salary increase of \$50.00 per month upon reaching ten (10) years, thirteen (13) years, and fifteen (15) years' service in the same classification series. Employees shall be placed in a longevity schedule receiving a salary increase of \$100.00 per month upon reaching seventeen (17) years' service in the same classification series.

Section 6. Pay Grade Adjustments

- A. Effective July 1, 2005, the classification Truck Weighing Inspector shall be increased one (1) pay grade.
- B. Effective July 1, 2006 the classifications Truck Weighing Inspector and Liquor Control Special Agents I shall be increased one pay grade.
- C. Effective July 1, 2007 the classifications Licensing Investigators I, II, III and IV shall be increased one pay grade.

Section 7. Pay Adjustment

Effective July 1, 2004, positions whose job descriptions require the use of sign language, or which require the employee to be bilingual, or which requires the employee to use Braille shall receive \$100.00 per month or five (5) percent 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 newly hired employees shall be required to utilize direct deposit of paychecks. For RC-56 and RC-45, all employees shall use direct deposit. All employees currently utilizing direct deposit shall continue to receive paychecks via direct deposit.

Section 9. Payroll Errors

When errors are made which result in a significant reduction in an employee's pay, the Employer, when possible, will submit the required documentation to the Comptroller's Office within forty-eight (48) hours after the error is documented to and verified by payroll.

Section 10. Date of Increase in Pay for Position Classification

The parties agree that pursuant to Article I, Recognition, Section 5, Pay, should an arbitrator decide to increase the rate of pay for the position classification, such rate may be effective as of the date the Illinois State Labor Relations Board certifies the title for inclusion into the bargaining unit.

Section 11. Severance Pay

Where a state facility closes permanently or a separately appropriated and funded program is permanently terminated, employees affected thereby with two (2) or more years seniority and on the agency's payroll at the time of such closure or termination, or who were previously laid off as a direct result of such closure or termination, not offered another bargaining unit position as defined below within sixty (60) days of such closure or termination and within fifty (50) miles of the employee's work location, shall be offered severance pay in the amount of one (1) month's compensation at their monthly rate of pay in effect at the time of such closure or termination. Provided, however, that an employee who elects to remain on the layoff list for a period in excess of six (6) months, or who obtains another bargaining unit position, or who refuses an appropriate position offered by the Employer within his/her position classification series, (or if his/her classification is the only one in its series, within a comparable classification) shall forfeit any severance pay which is due under this Section. If an employee accepts severance pay he/she shall be considered terminated under Article VI, Section 3.

ARTICLE IX

PREMIUM PAY

Section 1. Overtime

- A. An employee who is charged with a UA (unexcused-unauthorized absence), XA (unexcused-unreported absence), takes a day off without pay for which he/she is not eligible for under Article XII, Leaves of Absence or Article XIII, Sick Leave, or is suspended without pay on a normal workday and works his/her day off during the same week shall not have such hours considered for determined overtime computation, except during snow and ice season.
- B. No overtime credit shall be earned unless specifically authorized and/or directed by the Employer.
- C. For the purpose of overtime compensation only, holidays shall count as time worked, unless, such holiday falls on the employee's regularly scheduled day off.
- D. The overtime payments provided for in this Article shall not be duplicated for the same hours worked and to the extent that hours are compensated for at overtime rates under one provision, they shall not be counted as hours worked in determining overtime under the same or any other provision. Nothing herein shall be construed to require or permit the pyramiding of overtime or premium rates, if any.

For RC-29 only:

- A. Employees who are authorized and do work in excess of their normal work week, or the normal work day on any one scheduled period as defined in Article VII, Section 2 of this Agreement, shall be paid at the rate of one and one half time the employee's straight time hourly rate for all hours worked outside of their normal work hours. Overtime in less than fifteen (15) minute increments shall not accrue. Meat & Poultry Inspector/Trainees shall accrue overtime in fifteen (15) minute increments after an initial thirty (30) minutes has been worked.
- B. Overtime shall be paid in cash unless an employee requests compensatory time off, at the rate it was earned either straight time or at the applicable overtime rate. Such request shall be considered and granted or denied at the discretion of the Employer. The employee shall make his/her choice known to the Employer no later than the end of the

work week in which the overtime was earned. If such compensatory time request is granted, it shall be taken within the Fiscal Year it was earned at a time convenient to the employee and consistent with the operating needs of the Agency. However, accrued compensatory time not scheduled or taken by the end of the fiscal year shall be liquidated and paid in cash at the rate in effect at the time of the liquidation.

- C. For Meat & Poultry Inspector/Trainees only, if such compensatory time earned is more than 60 hours during the fiscal year, the Employer may schedule time off for the employee.
- D. For Meat & Poultry Inspector/Trainees only, The Employer at its discretion has the right to provide an employee with compensatory time off in lieu of cash at the appropriate rate for time used in traveling to and attending training programs outside normal working hours pursuant to the Rules of the Departments of Agriculture and Central Management Services.

For RC-45 only:

- A. One and a half times an employee's straight time hourly rate shall be paid for all hours of work in excess of 8 hours a day.
- B. Time and one-half an employee's straight time hourly rate shall be paid for all hours of work on Saturday or in those instances where an employee's regular work schedule includes Saturday, on the first regularly scheduled day off in his/her regularly reoccurring schedule.
- C. Two times the employee's regular rate of pay shall be paid for all hours worked by such employee on Sunday or in those instances where an employee's regular work schedule includes Sunday, on the second regularly scheduled day off in his/her regular reoccurring work schedule.
- D. Two times the employee's regular rate of pay, in addition to holiday pay shall be paid for all hours worked by an employee on official State holiday or other days designated as holidays by the Employer.
- E. The Employer may schedule employees to utilize compensatory time during the fiscal year in which it was earned. Employees may accumulate up to 40 hours of compensatory time per year. Employees may utilize compensatory during the fiscal year with prior approval and may be denied due to operational needs

of the Employer. Any compensatory time remaining at the end of the fiscal year shall be cashed out at the rate it was earned unless it is scheduled by June 30th and utilized by August 15th.

For RC-56 only:

- A. Employees who are authorized and do work in excess of their normal work week shall receive straight time compensatory credit for such hours worked. Overtime in less than ½ hour increments shall not accrue. Payment for such overtime credits shall be in compensatory time, unless cash payment is available, and the Employer determines that he/she be paid in cash in lieu of compensatory time. Such compensatory time shall be liquidated in cash before the end of the fiscal year in which earned. However, employees who schedule compensatory time off by June 1st of the fiscal year shall be allowed to use such time through August 1st of the following fiscal year. Employees who earn compensatory time after June 1st shall be allowed to use such compensatory time through August 15th of the subsequent fiscal year.
- B. Compensatory time shall be taken in one half (1/2) hour increments. Supervisors may grant employee requests to use compensatory time in smaller increments of fifteen (15) minutes after a minimum use of one-half (½) hour.
- C. The method of scheduling of compensatory time off and the amount of compensatory time an employee is allowed to accrue shall be determined by the Employer.

Section 2. Holiday Pay

For RC 29 employees only (except for Meat and Poultry Inspector/Trainees):

- A. An employee who is required to work on either an approved State holiday or the observed holiday may, at the employee's discretion, choose double time cash in lieu of having compensatory time off at a future date, except an employee who works on Fourth of July, Thanksgiving Day or Christmas Day may choose to receive double time and one-half cash payment in lieu of time off. For the purposes of overtime computation, holidays shall count as time worked, unless such holiday falls on the employee's regularly scheduled day off. Accumulated holidays must be used within twelve (12) months from the date earned.

An employee working two shifts on a holiday, approved or actual, shall receive holiday compensation for both shifts.

Notwithstanding the above, supervisors may grant employee requests to use holiday time in smaller increments of one-half ($\frac{1}{2}$) hour.

- B. Should any agency currently allow the accumulation of holidays, beyond twelve (12) months, those accumulated holidays shall be liquidated in cash when the employee leaves state service. Payment is subject to any applicable taxes and payroll deductions.

The language in Section B, is intended to address the liquidation of holidays that have accumulated beyond the twelve (12) month period and is not intended to allow for the continuation of such accrual after July 1, 1997.

For Meat and Poultry Inspectors/Trainees only:

- A. An employee who is required to work on an approved State holiday may, at the employee's discretion, choose double time cash in lieu of having compensatory time off at a future date. An employee who works on Thanksgiving Day, the day after Thanksgiving or Christmas Day is compensated at the rate of one time and one-half cash payment in addition to Holiday pay. For the purposes of overtime computation, holidays shall count as time worked, unless such holiday falls on the employee's regularly scheduled day off. Holiday time may be taken in one (1) hour increments.
- B. Employees who are called to work on any Federal holiday shall be guaranteed four hours pay at the applicable rate of pay.
- C. When a holiday falls on an employee's regularly scheduled workday during the employee's vacation period, an extra day shall be added to the employee's vacation.
- D. To be eligible for holiday pay, the employee shall work the employee's last scheduled workday before the holiday and first scheduled workday after the holiday, unless absence on either or both of these workdays is for good cause and approved by the operating agency.

For RC 45 employees only:

- A. For the purpose of overtime compensation only, holidays shall count as time worked, unless, such holiday falls on the employee's regularly scheduled day off.
- B. An employee who is required and does work on an approved State holiday, or if a holiday falls on an employee's scheduled day off, equivalent time off shall be granted within the following 12-month period, or in lieu of equivalent time off, an employee who works on a holiday may choose to receive double time cash payment. Current practice regarding holiday pay in the Departments of Transportation and Central Management Services shall continue.
- C. If not used within a twelve-month period such time is forfeited.

For RC 56 employees only:

- A. An employee who is required to work on either an approved state holiday or the observed holiday, may at the Employer's discretion, choose double time cash payment in lieu of having holiday time off at a future date. Accumulated holidays must be used within twelve (12) months from the date earned.
- B. Effective July 1, 2009 in lieu of equivalent time off an employee who works either the actual or the observed holiday may choose to receive double time cash payment, except an employee who works on only Labor Day, Thanksgiving, or Christmas Day may choose to receive double time and one-half cash payment in lieu of time off. When an employee works on a day on which a holiday falls, either the actual 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.
- C. Supervisors may grant employee requests to use holiday time in smaller increments of fifteen (15) minutes after a minimum use of one-half ($\frac{1}{2}$) hour.
- D. Accumulated holidays shall be liquidated in cash at the current rate of pay when the employee leaves state service. Payment is subject to any applicable taxes and payroll deductions.

Section 3. Authorized Holidays

All employees shall have time off, with full salary payment, on the day designated as a holiday for the following:

New Year's Day
Martin Luther King Day
Lincoln's Birthday
Presidents' Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
General Election Day
(on which members of the House of Representatives are elected)
and any additional days proclaimed as State holidays or non-
working days by the Governor of the State of Illinois or by
the President of the United States. (Amended June 6, 1976)

Section 4. Shift Differential

For RC-29 only:

Employees shall be paid a shift differential of 50¢ per hour in addition to their base salary rate for all hours worked if their regular schedule for that day excluding overtime 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.

Employees in positions having an indeterminate work schedule are not eligible for shift differential.

Effective July 1, 2003, employees shall be paid a shift differential of 67 cents per hour in addition to their base salary based on the above criteria.

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.

Employees who currently receive a percentage shift differential providing more than the per hour based indicated above 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.

For RC-45:

Regular shifts which commence at or after 4:00 p.m. shall be considered night shifts and employees on such shifts shall be paid at 50¢ per hour above their normal rate of pay for all hours worked on such shifts. Effective January 1, 2003 the shift differential shall increase to \$.65 per hour.

Section 5. Call-Back

For RC-29 only:

An employee called back to work by the Employer outside of his regularly scheduled shift or on his/her scheduled days off shall be compensated at the appropriate straight time or overtime rate for a minimum of two (2) hours of work. Payment shall be made pursuant to Section 1B of this Article.

For Meat & Poultry Inspector/Trainees only:

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

For RC-45 only:

If an employee is called back to work outside his regularly scheduled shift he/she shall be paid a minimum of two hours of pay at the appropriate rate. If an employee works more than two hours, but no more than four hours, he/she shall be paid four hours of pay at the appropriate rate.

For RC-56 only:

Any employee who resides outside of his/her work site and is called back to work outside of his/her regularly scheduled shift or scheduled days off shall be paid a minimum of two (2) hours pay at the applicable rate. Work schedules will not be changed because of call back time in order to avoid call back. If the employee has been called back to take care of an emergency, the Employer shall not require the employee to work the entire two (2) hour period by assigning the employee extra non-essential work. Pay or compensatory time shall be at the discretion of the Employer.

Section 6. Stand-by

For RC-29 only:

An employee who is directed by the Employer to be available for work within one hour shall be entitled to stand-by pay and shall receive two hours straight time pay for any period of stand-by of twelve hours or less, whether required to work or not.

For RC-56 only:

Standby pay shall apply to employees who are required to be onsite and available to work at any propagation facility and any work site that is deemed eligible for stand by pay by mutual agreement of the Agency and Union. The employee must be in stand by status on a day the employee is not scheduled to work. Employees eligible for stand by shall receive four (4) hours pay while in stand by status, whether required to work or not. If required to be on stand-by status New Year's Day, Memorial Day, Labor Day, Thanksgiving or Christmas, the employee shall receive six (6) hours pay while in stand by status whether required to work or not. The employee must be available upon call and keep the employer informed of their whereabouts to be eligible for stand by pay.

Section 7. 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 8. Commercial Drivers License

If any employee is required to possess a CDL, the Employer shall reimburse the employee for the renewal costs of the CDL associated with its issuance and application fee.

Section 9. Inconvenience Pay/DHS only

In the event of a day off rotation schedule only, an employee who works more than five (5) days in any given seven (7) day period even though it overlaps work weeks, shall be paid inconvenience premium pay of 50¢ per hour above the regular rate of pay on each of those days worked over five (5) days within said seven-day period. There shall be no double payment or calculation of the same days within a given seven-day period.

Section 10. Canine Handlers Pay

Effective July 1, 2009, Canine Handlers shall receive one (1) hour straight time compensation seven days a week for canine maintenance.

Section 11. Compensatory Time Off

For Meat & Poultry Inspector/Trainees Only:

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

ARTICLE X

GRIEVANCE PROCEDURE

Section 1. Definition

- A. A grievance is defined as any dispute or difference between the Employer and IFPE or any employee or group of employees covered by this Agreement with respect to the meaning, interpretation or application of this Agreement or with respect to issues arising out of other circumstances or conditions of employment within the control of the Employer.
- B. Grievances may be processed by an employee as provided herein, and by IFPE on behalf of itself, on behalf of an employee or on behalf of a group of employees but must set forth the names or classifications of such group of employees on the grievance.

The resolution of a group grievance shall be made applicable only to those employees listed as grievants or only to employees in the aggrieved classifications.

- C. Any grievance arising out of the interpretation and/or application of a provision contained within this Agreement shall be heard pursuant to the procedures established herein.
- D. The parties shall conduct themselves in a professional manner throughout all steps of the grievance procedure.
- E. It is understood by the parties that any and all meetings called for in this Article may, by mutual agreement, be conducted via telephone or videoconference; however, the use

of these options shall not in any way diminish the rights of employees addressed herein.

Section 2. Grievance Steps

- Step 1. Within ten (10) days of the incident, giving rise to the grievance, or from the date the employee shall have become aware of the incident with the exercise of reasonable diligence, the grievant shall file a written grievance with the designated supervisor not in the same RC-unit as the grievant. The representative for Management for the Department of Agriculture Bureau of Meat and Poultry Inspection shall be the Bureau Chief or designee. Only one subject matter shall be covered in any one grievance. The grievance shall contain a clear and concise statement of the facts giving rise to the grievance, the issue involved, the relief sought and specific references to this Agreement when appropriate. Within ten (10) days of receipt of the grievance, the designated person shall issue a written decision and serve a copy on the grievant and on IFPE.
- Step 2. If dissatisfied with the Step 1 decision, IFPE may appeal to Step 2 within ten (10) days of receipt of the Step 1 decision or the date such decision was due, whichever is earliest, by filing a copy of the grievance with the agency head. The agency head, or his/her designee, shall schedule a meeting to discuss the grievance with the grievant and IFPE in an attempt to resolve the grievance unless the parties agree otherwise. Such meeting shall be held within ten (10) days of receipt of the grievance. Within ten (10) days after such meeting, the agency head shall issue a written decision and serve a copy on the grievant and on IFPE. If no meeting is held, the Agency Head or his/her designee shall respond in writing to the grievance within fifteen (15) days of receipt of the grievance.
- Step 3. If dissatisfied with the Step 2 decision, or if no decision is issued within the specified time limit, IFPE may appeal to the Director of Central Management Services or his/her designee by submitting a written notice of appeal with a copy of the grievance attached within ten (10) days after receipt of the Step 2 decision or the date such decision was due. Failure to file to Step 3 within the prescribed time limits, unless mutually agreed otherwise, shall result in the grievance being resolved pursuant to the Step 2 decision. Within ten (10) days of receipt of the Step 3 appeal from the Director of Central

Management Services, or his/her designee, the parties shall schedule a meeting to attempt to resolve the grievance. If the grievance is not resolved, the IFPE shall have five (5) working days to request, in writing, that the grievance be submitted to an independent arbitrator.

Arbitrator Selection:

If in accordance with the above procedure the grievance(s) is appealed to arbitration, representatives of the Employer and IFPE shall select an arbitrator within a timeframe not to exceed ninety (90) days, unless mutually agreed otherwise. Extensions shall not be unreasonably denied.

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 IFPE shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses.

Questions of arbitrability shall first be decided by the Arbitrator. The arbitrator must make a preliminary determination on the question of arbitrability. 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 only have authority to determine compliance or non-compliance with the provisions of this Agreement and shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall only consider and make a decision with respect to the specific issues submitted and shall have no authority to make a decision on any other issue not so submitted to him.

In the event the arbitrator finds a violation of the terms of this Agreement, he shall fashion an appropriate remedy. The arbitrator shall be without power to make a decision contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. The arbitrator shall submit in writing his decision within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding.

The expenses and fees of the arbitrator and the cost of the hearing room shall be paid by the losing party. In cases of split decisions, the arbitrator shall determine what portion each party shall be billed for expenses and fees.

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

If either party desires a verbatim record of the proceedings, it may cause such a record to be made, 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.

The parties agree to utilize arbitrators from an established list to be used for selection when a grievance is listed for arbitration.

Section 3. Representation

Employees covered by this Agreement shall be represented only by IFPE including IFPE designated stewards. Such representation shall be permitted at any and all steps of the procedure. In any case where an employee represents himself/herself, the final level through which the grievance may be processed by the employee shall be at Step 1.

Section 4. Time Limits

- A. Grievances may be withdrawn at any step of the procedure without prejudice. Grievances not appealed within the designated time limits shall be treated as withdrawn. Failure of the Employer to respond within the designated time limits at any step of the grievance procedure the IFPE or grievant, may process the grievance to the next step within the designated time limits.
- B. The time limits at any step may be extended by agreement of the parties involved at that step.
- C. Grievances concerning geographical transfers, suspensions, discharges or layoffs shall be initiated at Step 2 of the grievance procedure.
- D. Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure may by mutual

agreement be filed at the appropriate step where the action giving rise to the grievance was initiated.

- E. Postmark dates are considered timely if that date is within the timeframes defined by the provisions of this Article.

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

- F. If the grievant has filed an appeal with the Civil Service Commission, or the Executive Ethics Commission over a same or similar subject matter to the employee's grievance, the parties agree that the Grievance Procedure will not be applicable and the grievance shall be treated as withdrawn, unless the employee withdraws his/her appeal prior to a hearing being held and the grievance was timely filed and processed by the Union through the contractual grievance procedure.

Section 5. Time Off

- A. The grievant and/or an IFPE steward shall be permitted reasonable time without loss of pay during their normal working hours to process a grievance. No employee or IFPE steward shall leave his/her work to process a grievance without first notifying and receiving authorization from his/her supervisor, which authorization shall not unreasonably be withheld. Such leave shall not interfere with the operating needs of the agency. For RC-56 and RC-45 only, unless mutually agreed otherwise, such reasonable time off shall not exceed three (3) hours in any one day, plus travel time, except for arbitration days.
- B. The Employer shall not be responsible for any travel or subsistence expenses incurred by grievants or IFPE steward in the processing of grievances.
- C. Witnesses who have been subpoenaed and who are State employees and whose testimony is pertinent to the grievance presentation will be permitted reasonable time off without loss of pay to attend grievance or arbitration hearings.

Section 6. Number of Grievances

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

Section 7. Stewards and Jurisdictions

IFPE shall designate up to seventy-five (75) stewards for RC-29, up to thirteen (13) stewards for RC-56, and for RC-45 a maximum of 25 in addition to IFPE staff, who are bargaining unit members who are authorized to represent employees. IFPE shall designate the jurisdictional area for each steward. Each jurisdictional area shall be limited to a reasonable area to minimize the loss of work time and travel, giving consideration for the geographic area, shifts, employing units and/or departments where the number of employees in such units or departments are too minimal to warrant designation of a steward.

IFPE shall provide to the Employer a written list of stewards, and their respective jurisdictional areas within a reasonable period of time after the effective date of this Agreement. Any changes thereto shall be forwarded to the Employer by IFPE as soon as possible after changes are made. Parties agree that only stewards whose names are submitted to the Employer in accordance with this section shall be recognized as official representatives of IFPE.

For Meat and Poultry Inspector/Trainees only:

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

Section 8. Civil Service Commission Jurisdiction

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

Discharges and suspensions in excess of thirty (30) days within a twelve-month period shall be either arbitrated through the grievance procedure or appealed to the Civil Service Commission. An employee who files an appeal to the Civil Service Commission under the provisions of the Personal Code and Rules of the Department of Central Management Services over the same subject matter shall waive any rights provided in this Article.

Section 9. Pertinent 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.

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

If the request is unreasonably denied, IFPE may petition the Director of Central Management Services, in writing via regular or certified mail, who shall subpoena the material and/or witnesses in conformance with the provisions of this Section and his/her statutory powers, and such delay shall not penalize the grievant.

ARTICLE XI

DISCIPLINE

Section 1. Definition

Disciplinary action shall include the following:

- A. Oral reprimand (except RC-45)
- B. Written reprimand
- C. Suspension
- D. Discharge

Discipline may be imposed upon an employee only for just cause. The Employer agrees with the tenets of corrective and progressive discipline.

Notations of oral reprimands may be placed in the employee's personnel file. Copies of that notation shall be given to the employee. An employee shall not be demoted for disciplinary reasons. Counseling and corrective action plans are not considered discipline.

All agencies, boards, and commissions with employees in RC-29 and RC-56 covered under the master Contract shall be bound by the Affirmative Attendance Memorandum of Understanding.

It is understood by the parties that any and all meetings called for in this Article may, by mutual agreement, be conducted via telephone or videoconference; however, the use of these options

shall not in any way diminish the rights of employees addressed herein.

Section 2. Suspension Pending Discharge

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

Section 3. Pre-Disciplinary Meeting

The Employer shall afford a reasonable opportunity for a pre-disciplinary meeting with the employee involved and, if requested by the employee, an IFPE representative. If the employee does not request IFPE representation, an IFPE representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings. Reasonably in advance of such meeting, the Employer shall provide IFPE with the alleged violation(s) and shall make every reasonable effort to provide IFPE with all relevant documentation, including the names of witnesses, being used by the Employer to substantiate the alleged violation(s). An employee or his/her representative is allowed to rebut the charge(s) if the employee so desires. If a rebuttal is not provided orally at the time of the pre-disciplinary meeting, a written rebuttal shall be provided by the employee or the union within five (5) work days. The Employer shall provide reasonable notice of such meeting to be held at a mutually agreeable time.

For RC-29 & RC-56 only:

Pre-disciplinary meetings shall not be held in cases of oral reprimands.

Section 4. Notice

In the event written disciplinary action is taken against an employee, the Employer shall promptly furnish the employee and IFPE with a clear and concise copy of the statement of facts giving rise to the discipline and the measure of discipline intended. The measure of discipline intended may not be increased as it relates to the statement of facts once the statement has been served.

The Employer shall notify the employee and IFPE of the discipline imposed, within forty-five (45) days after completion of the pre-disciplinary meeting. The Employer shall notify the employee and the IFPE steward/representative of the measure of discipline, on

the same date. Should the union representative receive notification which was sent by the Employer on a different date, the union's timeframe for filing a grievance shall commence using the postmark as the notification date.

The Employer retains the right to reassign employees, who are under investigation, for the duration of the investigation. A reassigned employee shall retain the same work schedule, days off and salary held prior to the reassignment. Alternatives to the employee's normal work schedule and days off may be made by mutual agreement of the parties only. No other employee's assignment, days off, work schedule or salary shall be affected by an administrative reassignment.

It is understood between the parties that the Employer has an obligation to inform the Union and the affected employee or employees within 45 days following the pre-disciplinary meeting if any discipline is to be issued. It is also understood that the discipline need not commence within the 45-day period. Should the 45-day period lapse while an employee is absent from work, (vacation, sick, personal day, leave of absence, etc.), notice must still be given within the 45-day period, but the discipline need not be served until the employee's return to work.

Section 5. Investigatory Interview

An employee shall be entitled to the presence of a steward or IFPE staff at an investigatory interview if he/she requests one and if the employee has reasonable grounds to believe that the interview may be used to support disciplinary action against him/her. Such IFPE representative may be present during an investigatory interview for the purpose of protecting an employee's rights under the Collective Bargaining Agreement; however, such representative shall not act in a manner that will obstruct the investigation. The employee and IFPE shall be advised, in writing, that the investigation is completed.

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

Section 6. Removal of Discipline

Any discipline imposed for tardiness or absenteeism shall be removed from an employee's record, if from the date of the last

warning or discipline, two years pass without the employee receiving an additional warning or discipline for such offense or similar offenses. The two (2) year period shall be extended by any leave of absence or disciplinary suspension.

By written request of the employee, any discipline imposed for other causes except suspensions and/or discharges shall be removed from an employee's record if, from the date of the last warning or discipline, two (2) years pass without the employee receiving any additional discipline. Such removal shall be at the request of the employee but in any case, shall not be used against the employee. The two (2) year period shall be extended by any leave of absence or disciplinary suspension.

ARTICLE XII

LEAVES OF ABSENCE OTHER THAN SICK LEAVE

AND ILLNESS AND INJURY LEAVE

Section 1. Leave for Personal Business

All employees, excepting those in emergency, per diem or temporary status, shall be permitted three (3) personal business days off each calendar year with pay. Beginning with July 1, 1997, a part-time employee who works at least half time, shall be awarded prorated additional personal leave on January 1 when the employee has not used sick leave during the previous calendar year. Such personal days may be used for occurrences as observance of religious holidays, Christmas shopping, absence due to severe weather conditions, or for other similar personal—reasons, but shall not be used to extend a holiday or annual leave except as permitted in advance by the operating agency through prior written approval. Employees entitled to receive such leave who enter service during the year shall be given credit for such leave at the rate of 1/2 day for each 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 (½) hours at a time. Supervisors may however, grant employee requests to use personal leave in increments of fifteen (15) minutes after a minimum of one half (1/2) hour. Except for those emergency situations which preclude the making of prior arrangements, such days off shall be scheduled sufficiently in advance to be consistent with operating needs of the Employer. When requested within current procedural guidelines with reasonable advance notice, personal business days shall be granted, unless a documented emergency would cause cancellation of such day off. In the event of a call off due to inclement weather,

the employee shall use Personal Leave prior to the use of any other benefit time, excluding sick leave. When an employee is claiming an emergency situation in regards to use of a personal day, the Employer has the right to inquire as to the nature of the emergency.

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, and may require documentation of the emergency when reasonable grounds exist to suggest abuse.

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

Except for those emergency situations which preclude the making of prior arrangements, such days off shall be scheduled sufficiently in advance to be consistent with operating needs of the Employer. However, any unused personal business time not requested by the employee as of December 15th for RC-29 or December 1st for RC-45 and RC-56 of the current calendar year shall be forfeited.

Section 2. Leaves of Absence Without Pay

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

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

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

B. An employee's continuous seniority date will not be affected for up to one (1) year because of an approved Family Responsibility Leave. Upon expiration of the leave, the Employer shall return the employee to the same or similar position classification that the employee held immediately prior to the commencement of the leave, seniority permitting. If there is no such position

available, the employee will be subject to layoff in accordance with Article XIV, Layoff.

Section 3. Disability Leave

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

- B. In granting such leave or use of sick leave as provided in Personnel Rule 303.90, the agency shall apply the following standards:
 - 1. A substantial portion of regularly assigned duties shall be those duties or responsibilities normally performed by the employee which constitute a significant portion of the employee's time or which constitute the differentiating factors which identify that particular position from other positions, provided the balance of duties can be reassigned by the agency;
 - 2. A request for disability leave shall be in writing except when the agency is advised by other appropriate means of the employee's disability in which event the employee's signature is not required;
 - 3. Except for service-connected disability as provided in Personnel Rule 303.135, the employee shall have exhausted available sick leave provided under Personnel Rule 303.90 prior to being granted a disability leave; an employee may use other accrued paid time for this purpose but is not required to do so;
 - 4. During a disability leave, the disabled employee shall provide written verification by a person licensed under the "Medical Practices Act" (225 ILCS 60 et seq.) or under similar laws of Illinois or of other states or countries or by an individual authorized by a recognized religious denomination to treat by prayer or spiritual means ; such verification shall show the diagnosis, prognosis and expected duration of the disability; such verification shall be made no less often than every 30 days during a period of disability, unless the nature of the disability precludes the need for such frequency of verification;
 - 5. As soon as an employee becomes aware of an impending period of disability, he/she shall notify the appropriate

supervisor of such disability and provide a written statement by the attending physician of the approximate date the employee will be unable to perform his/her regularly assigned duties;

6. If the agency has reason to believe that the employee is able or unable to perform a substantial portion of his/her regularly assigned duties, it may seek and rely upon the decision of an impartial physician chosen by agreement of the parties or in the absence of such agreement upon the decision of an impartial physician who is not a State employee and who is selected by the Director.
- C. Failure of an employee to provide verification of continued disability upon reasonable request shall on due notice cause termination of such leave.
- D. An employee's disability leave shall terminate when said employee is no longer temporarily disabled from performing his/her regularly assigned duties:
1. An employee is no longer temporarily disabled when he/she is able to perform his/her regularly assigned duties upon advice of the appropriate authority or, in the absence of such authority, the attending physician.
 2. An employee is no longer temporarily disabled when he/she is found to be permanently disabled and unable to perform a substantial or significant portion of his/her regularly assigned duties by the appropriate authority, or in the absence of such authority, by the attending physician.
 3. In determining whether to approve a requested discharge of an employee for failure to return from a disability leave or for physical inability to perform the duties of a position, the Director may seek and rely upon the advice of the State Employees' Retirement System or other appropriate authority, including an impartial physician selected in accordance with Personnel Rule 303.145 B. (See B 6 above)
- E. Return from Disability Leave
1. An employee who returns from a disability leave of six (6) months or less shall be returned by the agency to the same or similar position in the same classification in which the employee was incumbent at the time the leave commenced.

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

Section 4. Employee Rights After Leave

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

Section 5. Failure to Return from Leave

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

Section 6. Leave to Take Exempt Position

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

Section 7. Military and Peace Corps Leave

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

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

- A. Any full-time employee who is a member of a reserve component of the Armed Services, the Illinois National Guard or the Illinois Naval Militia, shall be allowed annual leave with pay for one full pay period and such additions or extensions to fulfill the military reserve obligation. Such leaves will be granted without loss of seniority or other accrued benefits.
- B. In the case of an emergency call-up (or order to State active duty) by the Governor, the leave shall be granted for the duration of said emergency with pay and without loss of seniority or other accrued benefits. Military earnings for the emergency call-up paid under the Illinois Military Code must be submitted and assigned to the employing agency, and the employing agency shall return it to the payroll fund from which the employee's payroll check was drawn. If military pay exceeds the employee's earnings for the period, the employing agency shall return the difference to the employee.
- C. To be eligible for military reserve leave or emergency call-up pay, the employee must provide the employing agency with a certificate from the commanding officer of his/her unit that the leave taken was for either such purpose.
- D. Any full-time employee who is a member of any reserve component of the United States Armed Forces or of any reserve component of the Illinois State Militia shall be granted leave from state employment for any period actively spent in such military service including basic training and special or advanced training, whether or not within the State, and whether or not voluntary.
- E. During such basic training and up to 60 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 9. Leave for Military Physical Examinations

Any permanent employee drafted into military service shall be allowed up to four (4) days leave with pay to take a physical examination required by such draft. Upon request, the employee must provide the employing agency with certification by a

responsible authority that the period of leave was actually used for such purpose.

Section 10. Attendance in Court

Any permanent employee called for jury duty or subpoenaed by any legislative, judicial or administrative tribunal, shall be allowed time away from work without loss of pay during his/her working hours for such purposes except in matters of non-work related personal litigation. Upon receiving the sum paid for jury service or witness fee, the employee shall submit the warrant, or its equivalent, to the agency to be returned to the fund in the State Treasury from which the original payroll warrant was drawn. Provided, however, an employee may elect to fulfill such call or subpoena on accrued time off and personal leave and retain the full amount received for such service. Jury duty service shall replace an employee's shift on regularly scheduled work days.

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

Section 11. Fitness for Duty

If the Employer has reason to believe that the employee is unable to perform a substantial portion of his/her regularly assigned duties, it may seek and rely upon the decision of an impartial physician chosen by agreement of the parties or in absence of such agreement upon the decision of an impartial physician who is not a State employee and is selected by the Director.

Section 12. Maternity/Paternity Leave

All employees who provide proof of their pregnancy or that of their female partner at least 30 days prior to the expected due date will be eligible for four ten (10) weeks (50 work days) of paid maternity/paternity leave for each pregnancy resulting in birth or multiple births. Should both parents be employees they shall each be eligible for ten (10) weeks (50 work days) of paid maternity/paternity 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 ten (10) weeks (50) work days of paid leave under this Section per year. The State shall require proof of birth. In addition, non-married male employees may be required to provide proof of paternity such as a birth certificate or other appropriate documentation confirming paternity. Leaves under this section shall also be granted in cases of a full term still born child for a maximum of five (5) weeks.

All bargaining unit members are eligible for ten (10) weeks (50 work days) of paid leave with a new adoption, with the leave to commence when physical custody of the child has been granted to the member, provided that the member can show that the formal adoption process is underway. In the event the child was in foster care immediately preceding the adoption process the leave will commence once a court order has been issued for permanent placement and the foster parent has been so notified of their right to adopt as long as the foster child has not resided in the home for more than three (3) years. The agency personnel office must be notified, and the member must submit proof that the adoption has been initiated. Should both parents be employees they each shall be eligible for ten (10) weeks (50 work days) of paid maternity/paternity which may be taken consecutively or concurrently. No employee will be allowed to take less than a full work week (5 consecutive work days). Regardless of the number of adoptions in a year, no individual shall receive more than ten (10) weeks (50 work days) of paid leave under this Section per year.

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

Section 13. Effect of Department of Central Management Services Personnel Rules

The Department of Central Management Services Personnel Rules govern the substantive content of this Article, and any amendments to said Rules are immediately incorporated as additions and/or amendments to this Article.

The Employer agrees to provide the IFPE with copies of any amendments, and upon timely request by the IFPE, negotiate with the IFPE over the impact, if any, of such amendments when required by the Illinois State Labor Relations Act.

Section 14. Family Responsibility Leave

Provisions of the Family Responsibility Leave Policy shall be available to all employees within the bargaining unit. Parameters of this policy shall be in accordance with Section 303.148 of the Personnel Rules of the Department of Central Management Services as currently written.

Section 15. Organ Donor Leave

Provisions of the Organ Donor Leave policy shall be available to all employees within the bargaining unit. Parameters of this policy shall be in accordance with Section 303.149 of the Personnel Rules of the Department of Central Management Services as currently written.

Section 16. Accrual and Retention of Continuous Service During Certain Leaves

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

Section 17. Disaster Service Leave with Pay

Any employee who is certified disaster service volunteer of the American Red Cross may be granted leave with pay for up to 20 working days in any 12-month period for disasters within Illinois. The leave may be granted upon request of the American Red Cross and approval of the employee's agency. Disasters must be disasters at a Level III and above.

Section 18. Bereavement Leave

Upon request, employees shall be granted paid leave of up to two (2) scheduled work days 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. Leave shall be limited one instance 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 purposes of application of Bereavement Leave, relationships existing due to marriage will terminate upon death or divorce of the relative through whom the marriage relationship exists. Current marital status will be defined in accordance with State law.

ARTICLE XIII

SICK LEAVE AND ILLNESS AND INJURY LEAVE

Section 1. Sick Leave

All employees, excepting those in emergency, intermittent, per diem or temporary status, unless such status is the result of accepting a non-permanent working assignment in another class, shall accumulate paid sick leave at the rate of one day for each month's service during their current period of continuous service. Prescheduled office visits or appointments with a medical practitioner shall, when possible, be scheduled outside of normal work hours. Sick leave may be used for illness, disability, or injury of the employee, appointments with doctors, dentists, or other professional medical practitioners, and in the event of serious illness, disability, injury, or death of a member of an employee's immediate family or household. For purposes of definition, the "immediate family or household" shall be husband, wife, civil union partner, mother, father, mother-in-law, father-in-law, brother, sister, children, grandchildren, or any relative or person living in the employee's household from whom the employee has custodial responsibility or where such person is financially and emotionally dependent on the employee and where the presence of the employee is needed. Sick leave may also be used in the event of death of grand relations and parent and child-in-law and brother and sister-in-law. Such days may be used in increments of fifteen (15) minutes after a minimum use of one half (1/2) hour.

Evidence of illness, including doctor's statements, as defined in Section 7(a), (b), and (c), of this Article, may be required where the Employer may have reason to believe consistent with the provisions of this section, that such leave days were not used for the purpose herein set forth. Abuse of sick time is the utilization of sick days for reasons other than those stated in the Collective Bargaining Agreement. When an employee is directed to obtain such evidence during his/her scheduled work hours, the employee shall be allowed time off without loss of pay or benefits to obtain documentation.

For periods of absence for more than ten (10) consecutive workdays the employee shall provide verification for such absence in accordance with the provisions of Personnel Rule 303.145. When requested by the employee, the Employer shall provide all necessary

medical forms to the employee sufficiently in advance, so such forms can be timely completed by the medical practitioner.

Visits of four (4) days per year to a veterans' hospital for examination needed because of military service-connected disability shall be in pay status without charge to sick leave.

Section 2. Accumulation of Sick Leave

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

Section 3. Payment in Lieu of Sick Leave

Upon termination of employment for any reason, or upon indeterminate layoff, an employee or the employee's estate is entitled to be paid for unused sick leave which has accrued on or after January 1, 1984 and prior to December 31, 1997, provided the employee is not employed in another position in state service within 4 calendar days of such termination.

For purposes of this Section, sick leave is deemed to be used by an employee within the following priority order:

1. Sick leave earned through December 31, 1983.
2. Sick leave earned on or after January 1, 1984.
3. Sick leave earned on or after January 1, 1984 and prior to December 31, 1997.

The first earned sick leave shall be the first utilized within each category.

In order to determine the amount of sick leave to be paid upon termination of employment, the operating agency will:

1. compute the number of sick leave days granted to the employee January 1, 1984 and December 31, 1997;
2. compute the employee's sick leave balance for that time period at time of termination; and
3. cause lump sum payment to be made for one half of the amount of sick leave in subsections (1) or (2) above, whichever is the lesser amount, multiplied by the daily salary rate.

The amount of computing the hourly or daily salary rate for sick leave qualifying for lump sum payment upon termination of

employment shall be in accordance with Administrative Code 80Ill, Section 310.70(a).

If an employee has a negative sick leave balance pursuant to Personnel Rules Section 303.102 when employment is terminated, no payment shall be made to the employee and the unrecouped balance due is canceled.

An employee who is reemployed, reinstated or recalled from indeterminate layoff and who received lump sum payment in lieu of unused sick days will have such days restored provided the employee repays upon return to active employment the gross amount paid by the State for the number of days to be so restored to the employee's sick leave account.

The payment provided by this Section shall not be allowed if the purpose of the separation from employment and any subsequent reemployment is for the purpose of obtaining such payment.

The accrued leave amount shall be certified in writing to the employee by the employing agency. This certification may be held by the employee or forwarded to the Retirement System.

Section 4. Advancement of Sick Leave

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

Effective January 1, 1996, an employee shall be awarded one additional personal day on January 1 of each calendar year if no sick time was used in the preceding twelve (12) month period, beginning on January 1 and ending on December 31. Such additional day shall be liquidated in accordance with Article XII, Section 1.

Provisions of the sick leave bank shall be available to all employees in the bargaining unit. Parameters of the sick leave bank shall be in accordance with Section 303.112 of the Personnel Rules of the Department of Central Management Services as currently written.

Section 5. On-the-job Injury-Industrial Disease

An employee who suffers an on-the-job injury or who contracts a service-connected disease and has been deemed unable to work shall be allowed full pay without utilization of any accumulated sick leave or other benefits for up to five (5) days or up to a maximum

of 37.5/40 hours of such necessary absence provided the need for the absence is supported by medical documentation from a treating physician and is deemed compensable. 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 sick leave day equivalents. In the case of an on-the-job or service-connected injury or disability, the employee shall accumulate continuous service for the duration of the illness or injury leave.

At the end of an employee's illness or injury leave, she/he shall return to her/his prior position classification. If the employee does not have the continuous service, the layoff provisions of this Agreement shall apply. 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.

For RC-45 only:

Employees shall accumulate sick leave benefits during the period he/she is receiving Workers Compensation.

Section 6. Illness or Injury Leave (Non-service Connected)

Employees who have utilized all their accumulated sick leave days and are unable to report to or back to work because of the start of or continuance of their sickness or injury shall receive a non-service connected leave without pay and may receive additional extension(s) of such leave. Non-service connected leave provided under this section is intended only for leaves in excess of five working days and is not intended to replace or supplement authorized dock time. During said leave the disabled employee shall provide written verification by a physician as defined and licensed under the "Medical Practices Act" (225 ILCS 60 et seq.) or under similar laws of Illinois or of other states or countries. Prior to application for such leave or extension thereof the employee shall inform the Employer that such condition exists or advise the Employer that such condition is continuing before the expiration of their original leave or an extension thereof and if requested, take a physical examination given by the Employer's physician if there is a doubt as to the employee's illness. The employee shall report back to work as soon as physically able. If there is a difference of opinion between the Employer's physician and the employee's physician as to his/her illness or ability to return to work, the Employer may request an examination by another

physician (who is not employed by the State). Such examination shall be paid for by the Employer.

Section 7. Proof of Illness or Injury Status

The Employer may place an employee on proof of illness or injury status by notifying the employee and IFPE that future use of sick leave must be substantiated. In said notice, the Employer will state its reasons for placing the employee on proof status and will specify the type of substantiation required. The Employer shall specify any specific information it requires in the substantiation and the length of proof status. The employee or IFPE may grieve being placed on proof status pursuant to the procedures of Article X. If an employee on proof status fails to provide the required medical statement, the employee will not be allowed to use accumulated sick leave and may be subject to docking and/or discipline. The parties agree to the following definition of acceptable medical certification for proof status:

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

If the Employer demands an additional form of proof different from that which is furnished and involves cost to the employee the Employer shall pay the cost of such professional charges, when such verifies the employee was not abusing sick leave. When an employee is directed to obtain such evidence during his/her scheduled work hours, the employee shall be allowed time off without loss of pay or benefits to obtain documentation.

Section 8. Effect of Department of Central Management Services Personnel Rules

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

ARTICLE XIV

LAYOFF

Section 1. Application of Layoff

IFPE recognizes the right of the Employer to layoff employees for reasons of lack of funds or work, abolition of a position, or material change in duties or organization. Layoffs shall be in accordance with the procedure set forth in this Article except that it shall not apply to temporary emergency shutdown where all affected employees are to be recalled nor shall it apply in the event of temporary layoff pursuant to Section 8 of this Article.

Section 2. General Layoff Procedure

A. Layoff shall be by appropriate organizational unit in the bargaining unit. Organizational units are defined as follows:

1. For RC-29, within agencies having institutions and the Division of Land Management in the Department of Natural Resources, the organizational unit for layoff purposes shall be the employee's work site.
2. For all other agencies employing RC-29 employees except for Meat and Poultry Inspector/Trainees, the organizational unit for layoff purposes shall be defined as the geographic or organizational area of their department within which there is a common supervisor outside the bargaining unit but in no case shall such area be less than one county.
3. For Meat and Poultry Inspector/Trainees, the organizational unit shall be defined as not less than the regional designations as it currently exists, as designated on the map in Appendix B.
4. For RC-45 the organizational unit shall be district as reflected by Illinois Department of Transportation District Map date June 2010 and Attached as Appendix C ("Traveling Mechanics" and "Roving Storekeepers" shall be the county of their immediate supervisor), except for Cook which shall be zones as currently administered by the Division of Examining, Department of Central Management Services.

For the Department of Central Management Services, the organizational unit shall be defined as the geographic or

organizational area of their department which there is a common supervisor outside the bargaining unit.

5. For RC-56 employees other than those from the Department of Natural Resources, the organizational unit for layoff purposes shall be defined by traditional position description coding methods.

For RC-29 only:

Within sixty (60) days of the effective date of this Agreement, the Employer will notify the IFPE of the common supervisor outside the bargaining unit on an agency basis.

B. Layoff shall be by position classification.

- 1) No certified, probationary or provisional employees may be laid off until all exempt, temporary, and emergency employees in the same classification and the approved layoff organizational unit are terminated.
- 2) No certified or probationary employee may be laid off until all provisional employees in the same classification and the approved layoff organizational unit are terminated.
- 3) No certified employee may be laid off until all probationary employees in the same classification and the approved layoff unit are laid off.

C. Employees within the appropriate layoff unit shall be laid off in inverse order of seniority. For the purposes of layoff, seniority shall prevail unless a less senior employee has demonstrably superior skill and ability to perform the work required in the position classification.

Section 3. Notice of Layoff

In the event the Employer becomes aware of an impending reduction in the work force due to layoff, it will notify IFPE whenever possible at least thirty (30) calendar days prior to the effective date. If requested by IFPE, the Employer shall meet to determine if available bargaining unit vacancies may be filled by the affected employees. In emergency layoff situations IFPE shall be provided as much advance notice as possible. Unless operating conditions or events are specified in the proposed layoff plan, affected employees shall be given 10 working days' notice prior to the effective date of the layoff.

Section 4. Bumping in Lieu of Layoff

Any employee who is selected for layoff shall have the opportunity to bump the least senior employee in the same position classification, if applicable. Before exercising his/her rights, the employee must be deemed qualified and eligible for the position.

For RC-29:

- A) The least senior employee in the same position classification within the agency's county.
- B) The least senior employee in the same position classification within the agency's designated area or region.
- C) The least senior employee in a lower level position classification within the same classification series within the agency's county.
- D) The least senior employee in a lower level position classification within the same classification series within the agency's designated area or region.

For RC-45:

- A) The least senior employee in the same position classification and option, within the agency's region as defined below.
- B) The least senior employee in the lower level position classification in series and option, within the agency's region as defined below. Employees may bump into another option if he/she has held previously certified status in that option.
 - 1.) For the Department of Transportation, region shall be defined as the nine (9) districts within the State of Illinois.
 - 2.) For the Department of Central Management Services, the region shall be defined as follows:
 - a.) Northern Region shall include the following garages: Stateville, Elgin, Dixon, Ottawa, Watseka, Peoria, and Suburban North.

- b.) Central/Southern Region shall include the following garages: Central, Paris, Effingham, Collinsville, Hillsboro, and Carbondale.

For RC-56:

- A) The least senior employee in the same classification and option, within the same work county and agency.
- B) For the Department of Natural Resources, the least senior employee in the same classification and same option, in the same Region in the same agency.

For the Department of Agriculture, Department of Human Services and Department of Veterans' Affairs, the least senior employee in the same classification and same option, within a one hundred twenty-five (125) mile radius of the worksite in the same agency.

- C) For employees in the classifications of Site Superintendent I, II, & III; and Veterinary Consumer Safety Officer, Veterinarian Supervisor I, & II, Security Officer Chief and Security Officer Lieutenant only, the least senior employee in a lower-level classification in the series in the same option, with in the same work county and agency.
- D) For the Department of Natural Resources employees in the classifications of Site Superintendent I, II, & III, the least senior employee in a lower-level classification in the series and same option, in the same Region in the same agency.

For the Department of Agriculture, Veterinary Consumer Safety Officer, Veterinarian Supervisor I, & II and Department of Human Services and Department of Veterans' Affairs, Security Officer Chief and Security Officer Lieutenant only; the least senior employee in a lower-level classification in the series and same option, within a one hundred twenty-five (125) mile radius of the worksite in the same agency.

Section 5. Transfer on Layoff

For RC-29 (Except Meat and Poultry Inspector/Trainees):

Upon completion of the bumping process, Section 4 a-d, an employee who is scheduled for layoff shall be offered available permanent

vacancies in the same position classification, lateral or lower classifications for which they are qualified statewide. Refusal to accept such offer will not impair the employee's rights to recall.

For Meat & Poultry Inspector/Trainees:

Selection for a transfer in lieu of layoff shall be made on the basis of seniority. The most senior bidder shall be allowed to exercise his/her option first. Employees who are scheduled for layoff shall be offered all available funded permanent vacancies in the same position classification. In order to accept a vacancy, employees will be required to fulfill specialized Federal and all Bureau training. Employees electing to transfer in lieu of layoff will be required to move at their own expense to the work location (i.e. county or portion of a county) of the identified vacancy. Refusal to accept a vacancy will not impair the employee's right to recall as defined in Section 7 of this Article.

For RC-45:

An employee who is scheduled for layoff shall be offered available permanent vacancies in the same position classification in other organizational units within the agency within the county or region if larger. If no permanent vacancy exists within the agency, permanent vacancies in the same position classification in other agencies within a county or region shall be offered. Refusal to accept such offer will not impair the employee's right to recall.

For RC-56:

An employee who is scheduled for layoff shall be offered available permanent vacancies in the same position classifications for which the employee is deemed qualified and eligible in other organizational units within the agency, if applicable and seniority permitting. Refusal to accept such offer will not impair the employee's rights to recall. It is understood by the parties that promotion is not an option under this provision.

Section 6. Order of Preference in Voluntary Reduction

For RC-29:

For those employees who are unable to exercise their right to bump or accept a vacancy in their current title, they shall have the right to other vacancies within the Agency which have a lower salary grade than his/her current title, for which they qualify and are deemed eligible. An employee must make a request in

writing to the Director of the Agency prior to the proposed effective date of the layoff. Such actions shall not interfere with another employee's contractual rights.

For RC-45:

In the event a certified employee or an employee serving a probationary period subsequent to promotion from a position in which the employee was certified requests voluntary reduction as a result of his/her pending layoff, the certified employee shall be preferred for any current vacant position in a lower class within the same agency and location in which the employee is then incumbent at the time of such layoff over any probationary or provisional employees, any applicant on an eligible list for such vacant position and any certified employee requesting such reduction who is not subject to layoff.

For RC-56:

An employee who is scheduled for layoff shall be offered available permanent vacancies in a lower position classification for which the employee is deemed qualified and eligible in other organizational units within the agency, if applicable and seniority permitting. Refusal to accept such offer will not impair the employee's rights to recall. It is understood by the parties that promotion is not an option under this provision.

Section 7. Recall/Reemployment List

For RC-29:

- A. (1) When permanent vacancies occur within a position classification, prior to filling such vacancies by any other means, the Employer shall recall laid off employees to such position classification regardless of the agency in which the employee was laid off provided the employee is qualified to hold such a position. Recall shall be in order of seniority. Employees having recall rights are called back first by county of original layoff, then by the two (2) additional counties per section A. (2) below.

(2) 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.

For Meat & Poultry Inspector/Trainees only:

Recall shall be by county in which the regional headquarters is located.

- B. An employee laid off from work shall retain and accumulate seniority and continuous service during such layoff not to exceed four (4) years.
- C. A laid off employee who fails to respond within ten (10) workdays of the recall, or upon acceptance fails to be available for work within the time agreed to by the Employer, which shall not be less than five (5) days, shall forfeit all recall rights.
- D. Employee's right to recall shall exist for a period of four (4) years from the effective date of layoff.

For RC-45:

- A. The Employer shall establish and maintain a recall list, by classification and county. A certified employee who has been laid off shall be placed in order of length of continuous service as defined in Personnel Rule 302.190 on a recall list for recall to the first available assignment to a position in the class and county, in which the employee was assigned prior to being placed on layoff.
- B. For classifications with options, the employee must be deemed qualified for the applicable option by the Department of Central Management Services prior to being recalled to the position. If the employees deemed not eligible for the option, the employee shall remain on the recall list.
- C. An employee whose name has been placed on the recall list will also be eligible for reinstatement in accordance with Personnel Rule 302.610.
- D. An employee subject to layoff or on layoff may select up to three (3) counties in addition to the county from which they have been laid off on whose list they wish their name to appear and shall be so listed.
- E. An employee laid off from work shall retain and accumulate seniority and continuous service during such layoff not to exceed four (4) years.

For RC-56:

- A. (1) When permanent vacancies occur within a position classification in the county for which a recall list exists, prior to filling such vacancies by any other means, the Employer shall recall laid off employees to such position classification in the agency in which the employee was laid off provided the employee is qualified to hold such a position. Recall shall be in order of seniority. For employees in the classifications of Site Superintendent I, II, & III; and Veterinary Consumer Safety Officer, Veterinarian Supervisor I & II, Security Officer Chief and Security Officer Lieutenant recall rights shall be extended to the lower-level classifications in the series.
- (2) All employees subject to layoff or on layoff may select up to three (3) 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.
- C. An employee laid off shall retain and accumulate seniority and continuous service during such layoff not to exceed four (4) years. An employee's right to recall shall not exceed four (4) years.
- D. A laid off employee who fails to respond within ten (10) workdays of the recall, or upon acceptance fails to be available for work within the time agreed by the Employer, which shall not be less than five (5) days, shall forfeit all recall rights.
- E. 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 original county of layoff.

Section 8. Temporary Layoff

The above provisions do not apply in the event of layoff pursuant to Personnel Rule 302.510 which allows the Employer to temporarily layoff any employee for not more than five scheduled workdays in any 12-month period as a result of or for lack of work or lack of funds. The Employer agrees that temporary layoff shall not be used as a form of mandated statewide furlough program.

Section 9. Removal of Names From Recall/Reemployment List

A laid off employee's name shall be removed from the reemployment list when:

- A. The employee is recalled from layoff;
- B. The employee refuses an offer of permanent reemployment;
- C. The employee's name has remained on the recall list for 48 months;
- D. The employee has been reinstated in accordance with Personnel Rule 302.610.

Section 10. Federalization (RC-56 and Meat & Poultry Inspector/Trainees Only)

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

ARTICLE XV

VACATIONS

Section 1. Amounts

Employees, except emergency, temporary and those paid pursuant to 80 Ill. Adm. Code 310.230, 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 classification. For RC-45 only, employees on work related injury shall accrue vacation.

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

- a) From the date of hire until the completion of five (5) years of continuous service: ten (10) workdays per year.
- b) From the completion of five (5) years continuous service until the completion of nine (9) years of continuous service: fifteen (15) workdays per year.

- c) From the completion of nine (9) years of continuous service until the completion of fourteen (14) years of continuous service: seventeen (17) workdays per year.
- d) From the completion of fourteen (14) years of continuous service until the completion of nineteen (19) years of continuous service: twenty (20) workdays per year.
- e) From the completion of nineteen (19) years of continuous service until the completion of twenty-five (25) years of continuous service: twenty-two (22) workdays per year.
- f) From the completion of twenty-five (25) years of continuous service: twenty-five (25) workdays per year.

Section 2. Vacation Time

Vacation time may be taken in whole or in part in increments of not less than one-half day at a time, and anytime after it is earned. Supervisors may, however, grant an employee's request to use vacation increments of no less than one half (1/2) hour at a time and in increments of fifteen (15) minutes thereafter. If an employee does not request and take vacation time within a twenty-four (24) month period it shall be lost. Vacation time shall not be accumulated for more than twenty-four (24) months after the end of the calendar year in which it was earned. The Employer, unless emergency needs dictate otherwise, shall not change an employee's vacation once it has been approved, without the employee's written authorization.

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

Section 4. Vacation Scheduling

For RC-29 (Except Meat & Poultry Inspector/Trainees):

Subject to the Employer's operating needs, employees may submit three (3) separate written vacation requests between January 1 and February 1 of each year. Vacation will be approved and scheduled

by seniority. All employees will have one vacation request approved before another employee is granted a second request for vacation. Vacation requests shall consider the needs of the Employer, and the employee's preference. Vacations shall be approved by each March 1. Employees may submit a vacation request and receive approval for vacation liquidation through the end of February of the following calendar year. Current agreements shall remain in effect unless modified during supplemental negotiations or labor management meetings pursuant to Article XXIII. Vacation scheduling policies and procedures shall be determined for each agency during supplemental negotiations. Subject to the Employer's operating needs, all other vacation requests shall be scheduled in the order of request. In any event, upon request, vacation must be scheduled so that it may be taken no later than 24 months after expiration of the calendar year in which such vacation was earned. If an employee does not request and take accrued vacation within such 24-month period, vacation earned during such calendar year shall be lost. The Employer, unless emergency needs dictate otherwise, shall not change an employee's vacation once it has been approved, without the employee's written authorization. Employees shall be given the reason for the denial of vacation requests. If the Employer has approved a vacation period for an employee and at the time of the scheduled vacation period the employee does not have sufficient vacation time available, he/she may, upon the Employer's prior approval, be allowed to use accumulated holiday time, compensatory time and personal leave for that period of time.

For Meat and Poultry Inspector/Trainees:

Subject to the Employer's operating needs, written vacation requests submitted between January 1 and February 1 of each year shall be scheduled by seniority. Such requests may include vacation scheduled through March 31st of the following calendar year. Subject to the Employer's operating needs, all other vacation requests shall be scheduled in the order of request.

For RC-45:

In establishing vacation schedules, the agency shall consider both the employee's preference and the operating needs of the agency. 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 March 31 of the following calendar year. 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 their vacation preferences, employees

within the position classification shall be granted their 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 granting the senior employee's second preference 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 will be notified of their 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.

For RC-56:

In establishing vacation schedules, the agency shall consider both the employee's preference and the operating needs of the agency.

Section 5. Vacation Payment

If because of operating needs the Employer cannot grant an employee's request for vacation time within the 24-month period after the expiration of the calendar year such time was earned, such vacation time shall be liquidated in cash at straight time provided the employee has made at least three (3) separate requests, with at least 15 days between each request, for such time within the calendar year preceding liquidation.

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

No salary payment shall be made in lieu of vacation earned but not taken except as provided in this Section and on termination of employment for eligible employees with at least 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.

Section 6. Vacation Action

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

Section 7. Vacation Benefits on Death of Employees

Upon death of a 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 of accrued vacation due.

ARTICLE XVI TEMPORARY ASSIGNMENT

The Employer may temporarily assign an employee to perform the duties of another position classification. To be eligible for temporary assignment pay, the employee must be qualified and be assigned in writing by the Employer to perform the duties and responsibilities which distinguish the higher position classification.

An employee temporarily assigned to the duties of a position classification in an equal or lower pay grade than his/her permanent position classification shall be paid his/her permanent position classification rate. If the employee is temporarily assigned to a position classification having a higher pay grade than his/her permanent position classification, the employee shall be paid as if he/she had received a promotion into such higher pay grade.

For Meat & Poultry Inspector/Trainees Only:

Upon an employee's return to his/her position, he/she shall be given the same permanent assignment held prior to the temporary assignment, unless otherwise agreed to by the parties.

Section 1. Payment

If the employee who has been temporarily assigned is selected for the posted vacancy, the employee shall have his/her creditable service date adjusted to reflect the first date on which he/she was temporarily assigned without interruption.

For RC-29 & RC-56 only:

The Employer agrees to pay the employee the higher rate as set forth above for the full time of such assignment. For the purpose of calculation, any temporary assignment shall be rounded up to the nearest hour. For RC-29 only, no employee shall be required

to work in a temporary position in excess of six (6) months in a twelve (12) month period.

When the Employer makes a temporary assignment, it will give notice to the employee of the anticipated length of the assignment and extensions thereof. An employee's refusal to take a temporary assignment to a higher-level position outside the bargaining unit which assignment is anticipated to last more than two (2) months for RC-29 and six (6) months for RC-56 will not subject the employee to discipline. Employees shall not receive temporary assignment pay for paid days off except if the employee is given such temporary assignment for thirty (30) continuous days and such days fall within such period of time and the employee works 75% of the time of the temporary assignment.

For RC-45 only:

Employees shall be paid at the higher rate commencing on the first day of such assignment. If an employee is temporarily assigned to a higher position classification outside of the RC-45 bargaining unit, the employee shall receive a 10% salary adjustment for all time assigned to such position. Any temporary assignment of less than one-half day shall not be counted and any temporary assignment of more than one-half day but less than a full day shall be considered one full day.

The use of any accrued time (i.e., vacation, sick, personal business, holidays) shall be at the employee's normal rate of pay. Employer agrees not to rotate temporary assignments for the purpose of avoiding temporary assignment pay. Employees who are assigned to work in a temporary assignment in excess of thirty (30) consecutive days shall receive temporary assignment pay when using accrued time. A temporary assignment shall not normally exceed sixty (60) consecutive calendar days.

ARTICLE XVII

WORK RULES

Section 1. Definition

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

Section 2. Notice

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

Section 3. Procedural Work Rules

RC-29 only:

Any changes in the rules of procedure not governing employee's personal conduct (parking regulations, notification of absence, etc.) that impact the bargaining unit are subject to local level negotiations pursuant to Article XXIII (Labor Management Meetings).

RC-45 only:

Rules of procedure not governing employee's personal conduct (parking regulations notification of absence, etc.) are subject to local level discussions pursuant to Article XXIII (Labor Management Meetings). The parties shall discuss the impact of the procedural work rule.

If requested by IFPE within 10 workdays of the notice pursuant to section 2 above, any revised or new procedural work rules shall not be implemented until a labor management meeting has been held.

RC-56 only:

At the request of the IFPE, the Employer shall meet and discuss the impact of changes in the rules of procedure not governing employee's personal conduct (parking regulations, notification of absence, etc.).

Section 4. 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 regulations or under any collective bargaining agreement or employment contract.

Section 5. Global Positioning System (GPS)

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

ARTICLE XVIII

CLOTHING AND EQUIPMENT

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

Present practices shall continue and shall be subject to agency-level local supplementary negotiations or discussions at Labor Management Meetings for RC-56. For RC-29, any employee that works under a job title which requires uniforms shall discuss clothing and equipment at supplemental negotiations.

Photo ID's

All bargaining unit employees will be issued State issued photo I.D.'s identifying them as a State of Illinois employee.

The parties agree that Security Officers for DHS at facilities will receive Photo I.D. cards, identifying the employee, title, facility and shall have the following on the back of the I.D.: "Members of the DHS security force shall be authorized to detain and transport recipients between Department facilities or other locations, pursuant to the Mental Health and Developmental Disabilities Administrative Act." 20 ILCS 1710-50

It is understood by the parties that the I.D. cards are the property of DHS and shall be forfeited by the employee for just cause.

For Meat & Poultry Inspector/Trainees Only:

Section 1. Provided Equipment

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

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

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

Section 2. Optional Equipment

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

Section 3. Replacement/Return of Equipment

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

Section 4. Clothing

The Employer will provide each employee subject to this Agreement the following articles of clothing: 2 frocks, 1 apron (kill floor use), and 1 pair of OSHA approved boots (kill floor use). Employees may locally purchase rubberized boots, steel toe or insulated, and submit the voucher to the Employer for payment. Each fiscal year employees will be allotted an allowance equal to the price of the standard issue boot in the approved vendor catalog to replace their damaged or worn boots. Any deviation from this policy will require approval from the Division Manager.

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

For Revenue Security Guards only:

Illinois Department of Revenue shall issue all Guard II and Guard IIIs employed by the Department (5) full uniforms which shall include the following: (5) short-sleeved shirts including security patches, (5) pair of pants, (1) belt, and (1) badge. It shall be the responsibility of the employee to maintain and ensure proper care of the State issued equipment. It is the expectation that employees shall be in full uniform each shift.

The State shall replace and/or repair any worn or damaged equipment resulting directly from work related use. The Employer will not be responsible for equipment damaged due to misuse or neglect.

For RC-45 only (sections 5-9):

Section 5. Technical Equipment

Each agency shall continue current practice with regards to technical equipment necessary for performance of duties.

Section 6. Tool Security

Employer shall endeavor to provide a secure area for the employees to place their personal tools during non-working hours. Discussions to accomplish this goal will be held at the work site or at agency level labor/management meetings.

Section 7. Uniform Allowance

Effective July 1, 1989 all bargaining unit employees shall have 12 sets of uniforms available to them. These uniforms shall be distributed in accordance with current practices. Each set shall consist of one shirt and one pair of pants/jeans. Bargaining unit employees shall have two (2) coats available to them. Current practices with regards to other items of clothing shall continue in effect for the Departments of Central Management Services and Transportation respectively. The Employer shall be responsible for cleaning the uniforms.

For safety, all uniform items shall be made of 100% cotton material. The Employer will ensure that cotton uniforms are provided to employees subject to the letting of new contracts for uniforms.

Section 8. Tool Allowance

All Mechanics and Auto Body Repairers who are required to furnish their own tools as a condition of employment shall receive \$125.00 per month of taxable income, as a tool allowance.

It is understood by the parties this additional compensation represents a tool allowance and shall not change the general wages agreed to by the parties as listed in Appendix B.

Section 9. Safety Shoes

If the Employer requires the wearing of safety shoes, the employees affected shall annually receive a \$100.00 safety shoe reimbursement.

ARTICLE XIX

FILLING OF VACANCIES

Section 1. Policy

The Employer recognizes the operational value of internally promoting qualified employees and will strive to provide career progression subject to the operating needs of the agency. Qualified employees shall be considered for such bargaining unit vacancies for which they apply prior to the Employer using other means available to fill such vacancies. However, the Employer reserves the right to use at its discretion other means available as provided in the Personnel Rules for filling vacancies, subject to the provisions of this Agreement.

Pursuant to the above paragraph bargaining unit employees within the bargaining unit shall, if qualified by the Department of Central Management Services Bureau of Personnel, be allowed to bid and be selected to fill the vacant positions.

For RC-56 only:

A non-bargaining unit employee, who takes a reduction in lieu of layoff pursuant to a layoff plan, shall only be offered a vacant position covered by the contract if there are no bargaining unit employees who choose to exercise their contractual rights to such position after a five (5) day posting period.

Section 2. Definition of Permanent Vacancy

For the purpose of this Article, a permanent vacancy is created:

- a) When the Employer determines to increase the work force and to fill the new position(s)
- b) When any of the following personnel transactions take place and the Employer determines to replace the previous incumbent; terminations, transfers, promotions, demotions and related transactions.
- c) Vacancies filled by bargaining unit and/or non-bargaining unit employees as a result of demotion, voluntary reduction in lieu of layoff, pursuant to a layoff plan, shall not be considered permanent vacancies for the purpose of this Article.

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

Section 3. Posting

For RC-29 only:

Permanent vacancies shall not be filled pursuant to this Article until the position has been posted for ten (10) days at the work location. Such posting shall include job description, training, work location/county, shift (if applicable), and experience requirements, pay, and related information. If an employee does not possess the appropriate grade, he/she shall apply for the grade during the posting period. Non-bargaining unit titles, titles providing no promotional opportunity are exempt from this section. However, employees desiring to transfer to a title which does not provide any promotional opportunity shall file an IFPE transfer request form and bid form, such employee shall be considered for any vacancy in that title. Such transfer request shall expire after two (2) years.

For Meat & Poultry Inspector/Trainees only:

When the Employer determines to fill a permanent vacancy, employees within the region will be notified in writing of the vacancy and shall have 10 working days in which to request a voluntary, lateral geographic transfer. A copy of the notification will also be provided to IFPE. The posting shall be within the region and sent to those employees who have notified the Bureau of Meat and Poultry Inspection in writing

of their desire to transfer to the region in which the vacancy exists.

The Employer shall maintain a Voluntary Employee Requested Transfer file. Refusal by an employee who has a request on file to bid for an available vacancy does not remove their name from this file.

For RC-45 only:

Permanent vacancies shall be posted for bid on the Employer's website and other appropriate bulletin boards for at least ten (10) days. The bid notice shall state the classification, the requirements of the position, the shift, the work location, the assignment, and the rate of pay for such job. However, employees desiring to transfer to the same position shall file either an IFPE transfer request or DOT transfer request form, whichever is applicable. Such employee shall be considered for the vacancy in that title. Such transfer request shall expire after two (2) years.

For RC-56 only:

Permanent vacancies shall not be filled until the position has been posted for ten (10) days in a manner determined by the Employer and available to the employees. Such postings shall include job description, training and experience requirements, specialized skills, pay, and related information. However, employees desiring to transfer to the same position shall file an IFPE transfer request form and bid form. Such employee shall be considered for the vacancy in that title. Such transfer request shall expire after two (2) years.

Section 4. Bidding

Qualified bidders interested in the position must indicate such interest through the appropriate procedure within the 10-day posting period.

For RC-29 only:

Employees shall submit to the agency, an Official Bid Form, a CMS100 and an IFPE Transfer Form. Employees bidding on a DOT position shall submit a DOT Transfer Form. Employees bidding on a promotion shall submit a CMS100B application to CMS Testing.

For RC-45 only:

Employees bidding on the same title and option shall submit to the agency, an IFPE Transfer Form. Employees bidding on a promotional position shall submit a CMS100B application to CMS Testing. In addition, the employee may be required to take an automated test at CMS Testing Facility. The employee must submit a bid form and CMS100 to the agency contact on the posting.

For RC-45, employees desiring to transfer to a DOT position same title and option shall submit to the agency a DOT Transfer Form. Employees bidding on a promotional position shall submit a 100B application to CMS Testing. In addition, the employee may be required to take an automated test at CMS Testing Facility. The employee must submit a bid form and CMS100 to the agency contact on the posting.

For RC-56, employees shall submit an Official Bid Form, a CMS100 and an IFPE Transfer Form to the agency contact on the posting. Employees bidding on a promotion shall submit a CMS100B application to CMS Testing.

Any bargaining unit employee may bid on a position; however, they must be deemed qualified and eligible to be considered for selection. An employee on leave of absence is not considered eligible unless the employee is able to commence performance of the duties within ten (10) working days of the offer/acceptance of the position.

For RC-56 only:

The Employer reserves the right to require specialized skills, training, experience and other necessary qualifications that have been set forth in the bid notice.

For RC-29 only:

Selection shall be made on the basis of seniority from among employees within categories as listed below in this Article, unless a less senior employee within such category has demonstrably superior skill and ability to perform the work required in the position classification. The Employer reserves the right to administer appropriate examinations. Meat & Poultry Inspector/Trainees positions shall be filled as outlined in letter of E of this section.

- A. By job assignment from the employee with the most seniority in the same agency and same position classification. The Employer

reserves the right to require specialized skills, training, experience and other necessary qualifications that have been set forth in the bid notice. Any employee, who successfully exercises rights via Job Assignment under Section 4, shall be prohibited from again exercising those rights for a period of six (6) months unless the employee is subsequently displaced from the assignment for which he or she bid.

- B. By voluntary reduction of the employee within the agency within the same classification series from the same work site.
- C. By promotion of an employee from within the agency from the next lower position classification within the same classification series, with first preference given those bidders from the same work site.
- D. By promotion of an employee from within the agency from other classifications within the same classification series, with first preference given those bidders from the same work site.
- E. When a vacancy, for the same title in the same job classification, is not filled pursuant to the other section of this Article or Section 5 of Article XIV, such positions may be filled from among employees who have completed a transfer request form in the following order:
 - 1) Transfer to a different work location in the same agency and same county.
 - 2) Transfer to a different work location in the same agency in a different county.
 - 3) Transfer to a different work location in a different agency and same county.
 - 4) Transfer to a different work location in a different agency and in a different county.
 - 5) Transfer to the agency's region and county, Meat and Poultry Inspector/Trainees only.

Transfer requests shall expire after two (2) years. If an employee declines three (3) transfers after requesting a transfer, he/she shall be removed from the transfer list. An employee who transfers under this Section will not be eligible to transfer again for one (1) year.

- F. Promotion of employees within the bargaining unit, by seniority, if qualified by the Department of Central Management Services, Bureau of Personnel.
- G. Meat & Poultry Inspector/Trainees selected who do not wish to move to the work location identified will be responsible for

any additional time and/or mileage expenses resulting from their failure to move.

For RC-45 only:

When all other job-related factors are relatively equal among qualified candidates, seniority shall be the determining factor in selection. Selection for the posted vacancy shall be by county, except for Cook County which shall be by zones as currently defined by the Division of Examining, Department of Central Management Services. Employees desiring a transfer to the same title shall file an official transfer request. Employees may submit a transfer request prior to or during the posting period. Such transfer request shall expire after two (2) years. Employees shall be limited to one (1) transfer in a two (2) year period.

The agency shall conduct interviews (for all provisions except transfers) and select as follows:

- A. Transfers provided the employee is in the same title, same option, and a transfer request on file:
 - i. Employees in the same title, same agency, same county/zone (in Cook County) and different work location;
 - ii. Transfer of the employee in same title, same agency, different county/zone (in Cook County), and different work location;
- B. Promotion and Voluntary Reduction;
- C. Other qualified and eligible bidders

For RC-56 only:

Selection shall be made on the basis of seniority from among employees within categories as listed below, when the more senior employee within such category has relatively equal skill and ability to perform the work required in the position classification. If the Employer determines that a non-employee/non-bargaining unit applicant has demonstrably superior skill and ability to fulfill the needs of the position classification an exception may be made to the above. The Employer reserves the right to administer appropriate examinations. Employees shall be limited to one (1) transfer in a one (1) year period and three (3) transfer requests in a one (1) year period.

Determinations as to whether individuals have "relatively equal skill and ability" or "demonstrably superior skill" shall be based upon evidence of performance as shown on the employee's performance evaluations, education, experience training, proven ability, and other criteria as they relate to the vacancy. Upon request of the IFPE, the Employer shall provide any relevant information regarding selection.

Selection is as follows:

- A. By transfer of the employee in the same agency, same county, same position classification and same option. However, employees desiring a transfer may file an official transfer request prior to or during the posting period. Such transfer request shall expire after two (2) years.
- B. By promotion of the employee in the same agency, same worksite, next lower level position classification in the classification series and same option.
- C. By promotion of the most senior employee in the same agency, same county, next lower level position classification in the classification series and same option.
- D. By promotion of the most senior employee in the same agency, same region, next lower level position classification in the classification series and same option.
- E. By transfer of the employee in the same agency, same position classification and same option. However, employees desiring a transfer shall file a transfer request prior to or during the posting period. Such transfer request shall expire after two (2) years.

Section 5. Acceptance of a Position

A successful bidder must accept any position within three (3) days of notification that he/she is the successful candidate. Failure to accept the position within this specified time would constitute a waiver of the position.

Section 6. Class Progression

For RC-29 only, current agency practices allowing semi-automatic movement from entry level classifications to objective level classifications through the promotional procedure shall continue.

Section 7. Voluntary Lateral Geographic Transfer

Meat & Poultry Inspector/Trainees only:

Selection for voluntary, lateral geographic transfer shall be made on the basis of the most senior bidder unless a less senior employee has demonstrably superior skill or the position requires completion of all Bureau training. After selection, the employee will be required to fulfill specialized Federal training. Bidders selected to fill permanent vacancies will be required to move at their own expense to the work location (i.e. county or portion of a county) of the identified vacancy. Bidders within the region of the vacancy shall have first preference to fill the vacancy. Employees selected who do not wish to move to the work location identified will be responsible for any additional time and/or mileage expenses resulting from their failure to move. Employees cannot apply for a new posting or transfer more than one time during a 12-month period.

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

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

Section 8. Shift Preference

Meat and Poultry Inspector/Trainees only:

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

Section 9. Headquarters

The subject of headquarters may be addressed at agency level negotiations.

Meat and Poultry Inspector/Trainees only:

An employee's headquarters is his/her residence. An employee's work site assignments shall be reduced to writing and given to the

employee. The employee's work site assignments may be changed by the Employer but reasonable advance notice to the employee and IFPE of any permanent work site assignment changes shall be provided by the Employer. Such changes in work site assignments will not be considered permanent vacancies and will be for operational needs only.

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

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

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

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

Section 10. Pre-Selection Background Checks and Drug Testing

The parties recognize that certain positions and/or agencies require pre-selection background checks, pre-employment fitness for duty exams and/or drug test. Failure to pass a background check, pre-employment fitness for duty exam, and/or drug test shall disqualify an individual for selection and may subject the employee to discipline.

Section 11. Eligibility for Promotion / Voluntary Reduction

RC-45 only:

The Director may approve the promotion or voluntary reduction of qualified employees who have established eligibility for the appropriate class through examinations in accordance with merit standards set forth in Personnel Rule 302.10, giving due consideration to the employee's work record. An employee on leave of absence is not considered eligible unless the employee is able to commence performance of the duties within ten (10) working days of the offer/acceptance of the position.

Section 12. Limitations on Promotions

RC-45 only:

No provisional, temporary, emergency or probationary employee shall be promoted unless the employee has previously held certified status during his current period of continuous service.

Section 13. Probationary Period

RC-45 only:

A promoted certified employee who fails to satisfactorily complete the probationary period in the promoted position because of inability to perform the duties and responsibilities of the new promoted position shall be returned to a position in the class, agency and locality and with the status from which promoted. The promotional probationary period shall be six (6) months for Automotive Mechanics and employees promoted for the first time into a Storekeeper or Automotive Parts Warehouse classifications.

All other promotional probationary periods shall be four (4) months.

A promoted employee who is demoted during a probationary period shall serve a probationary period of 3 months unless he had previously held certified status in the former class in which case the return shall be to certified status.

A promoted employee previously certified may be discharged for cause during the probationary period and in such event, the employee has the same rights to appeal as a certified employee.

Section 14. Nepotism

For RC-29 only:

Department of Transportation employees hired on or after July 1, 2004 shall not be eligible to bid or be appointed to any position where he/she would be on a direct line supervisory or subordinate position with a relative. Relatives include spouse, parent, sibling, grandparent, grandchild, uncle, aunt, nephew, niece, or in-law relations.

For RC-45 only:

Employees shall not be eligible to bid or be appointed to any position where he/she would be in a direct line supervisory or subordinate position with a relative. Relatives include spouse, parent, child, sibling, grandparent, grandchild, uncle, aunt,

nephew, niece, father-in-law, mother-in-law, brother-in-law, sister-in-law, or civil union equivalents.

ARTICLE XX

GEOGRAPHICAL TRANSFER

Section 1. Permanent Transfer

In the event of a geographical transfer under Personnel Rule 302.430 is required, seniority as defined in Article VI shall govern, the most senior employee being given first preference. If no employee wishes to accept such transfer, the least senior employee in the affected position classification shall be required to take such transfer. An employee who refuses to accept a geographical transfer must report for duty at the new location but may make written appeal of such transfer to the Civil Service Commission within 15 days after the effective date of the transfer. An employee shall be reimbursed for all reasonable transportation and moving expenses incurred in moving to a new location because of an involuntary permanent geographical transfer. The employee shall receive at least ten days' notice prior to the effective date of the transfer, subject to agency operating needs.

Section 2. Temporary Transfer (RC-45 only)

The Employer may temporarily transfer an employee for not more than a ninety (90) calendar day period. The Agency shall notify the union and the employee of the temporary transfers. The Employer shall reimburse the employee for expenses incurred for the duration of the temporary transfer. The reimbursement rate shall be as determined by the Governor's Travel Control Board. The mode of travel and reasonableness of expenses shall be determined by the Employer. Upon completion of the ninety (90) calendar day temporary transfer, if the employee requests he/she shall be returned to their permanent work location. If no request is made, the Employer shall return the employee to his/her previous assignment or request an extension for the temporary transfer. The extension shall be by mutual agreement, but no request shall be unreasonably denied.

Section 3. Transfer of Residential County to a County within the Employee's Assigned Work Counties

An employee may request to move his/her residential county within the employee's assigned work counties. Approval shall be on a

case by case basis and at the sole discretion of the Employer, taking into consideration the needs of the employee and the operating needs of the Employer.

ARTICLE XXI

LEGISLATED BENEFITS

During the term of this Agreement, the Employer shall continue in effect and 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 (P.A. 77-476) as amended or superseded.

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 Public Act 90-62.

During the terms 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 Public Act 90-62. Effective January 1, 1998, sick leave days will no longer be compensable upon termination of state service as provided in Public Act 90-65.

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

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

Retirement Formula Change

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

3. 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.

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.

ARTICLE XXII

POSITION CLASSIFICATION

The Employer may, subject to the provisions of Article XVI, Temporary Assignment, temporarily assign an employee to perform the duties of another position classification. When the time limits set forth in Article XVI expire, the Employer may terminate the duties or establish a new position at the appropriate classification.

In cases when the new position is established at an equal rated or higher classification than that of the temporarily assigned employee, the position is declared vacant, and it shall be posted subject to the provisions of Article XIX, Filling of Vacancies. If the employee who has been temporarily assigned is not selected for the posted vacancy, the employee shall have the right to be placed in a vacant position equal to his/her current classification, if the employee meets the minimum training and experience requirements of the position including bona fide skills, if any, required for the position pursuant to this Agreement. If no such vacancy exists within the employee's official organizational unit, the employee shall displace the least senior employee in his/her classification within such unit and the least senior employee shall be subject to the provisions

of Article XIV, Layoff. If the temporarily assigned employee is the least senior within the employee's classification, the employee shall be subject to the provisions of Article XIV, Layoff.

In cases when the new position is established at a classification lower than that of the temporarily assigned employee, the least senior employee in the same classification as the temporarily assigned employee within the official organizational unit shall be assigned to the lower level position, and the temporarily assigned employee shall be transferred to the least senior employee's former position, if there are not sufficient vacancies in the employee's original classification.

In all cases when the employee is moving to an equal or lower level position, such actions shall not be subject to the provisions of Article XIX, Filling of Vacancies. Should the employee elect not to accept any of these options or none of the options exists, the employee shall be laid off, subject to the provisions of Article XIV, Layoff. When an employee is placed in a lower level position, the employee's rate of pay in the original position shall be frozen for 12 months from the effective date of the placement in the lower level position. The above conditions do not apply to the implementation of classification studies.

For RC-29 only:

If the employee who has been temporarily assigned is selected for the posted vacancy, the employee shall have his/her creditable service date adjusted to reflect the first date on which he/she was temporarily assigned without interruption.

For RC-45 only:

The Employer may, subject to the provisions of Article XI, Temporary Assignment, temporarily assign an employee to perform the duties of another position classification. A temporary assignment shall not normally exceed sixty (60) consecutive calendar days. At the conclusion of the period of time, the Employer may terminate the duties or establish a new position at the appropriate classification.

In cases when the new position is established at an equal rated or higher classification than that of the temporarily assigned employee, the position is declared vacant, and it shall be posted subject to the provisions of Article XIX, Filling of Vacancies. If the employee who has been temporarily assigned is not selected for the posted vacancy, the employee shall have the right to be placed in a vacant position equal to his/her current

classification, if the employee meets the minimum training and experience requirements of the position including bona fide skills, if any, required for the position pursuant to this Agreement. If no such vacancy exists within the employee's official organizational unit, the employee shall displace the least senior employee in his/her classification within such unit and the least senior employee shall be subject to the provisions of Article XIV, Layoff. If the temporarily assigned employee is the least senior within the employee's classification, the employee shall be subject to the provisions of Article XIV, Layoff.

ARTICLE XXIII

LABOR MANAGEMENT MEETINGS

Section 1. General

Each agency and/or facility of the Employer shall meet with local IFPE representatives and/or staff in labor management meetings on a monthly basis for RC-29, three (3) times per year for RC-56, and as needed for RC-45, unless mutually agreed otherwise.

Items to be included on the agenda for the aforementioned labor management meetings are to be submitted to the respective parties at least five (5) work days in advance of the scheduled dates of the meeting if at all possible. The labor management meeting will be canceled if no agenda items have been presented at least five (5) days in advance of the scheduled meeting date. The purpose of such meeting shall be restricted to:

- A. Discussion of the administration of this Agreement.
- B. Dissemination of general information of interest to the parties.
- C. Providing an opportunity to express various views and to make suggestions on subject of interest to employees of the bargaining unit.
- D. Discussing with IFPE changes in non-bargaining conditions of employment contemplated by management which may adversely affect the employees in the bargaining unit, including, but not limited to, the discontinuation of the use of state vehicles by bargaining unit employees.
- E. Satisfying the negotiation obligations of both parties as provided in specific provisions of this Agreement.

Section 2. Attendance

Each agency shall allow up to three (3) bargaining unit employees to attend the monthly and/or scheduled RC-29 and RC-45 labor management meetings without loss of pay for their normal work hours; four (4) for RC-56 members. Attendance at such local meetings shall not be unreasonably denied but shall not interfere with the agency's operations. Travel expenses associated with these meetings shall be the responsibility of the employee. For Meat and Poultry Inspector/Trainees only, the agency shall allow up to six bargaining unit employees, not to exceed one from each region.

In the interest of economy and efficiency, it is understood by the parties that any and all meetings called for in this Article may, but mutual agreement which shall not be unreasonably denied, be conducted via telephone or videoconference. The time spent at the meeting shall be considered work time.

Section 3. Statewide Meetings:

Statewide meetings between the Employer and IFPE shall be conducted on a semi-annual basis. Up to ten (10) bargaining unit members or one person per DHS facility, whichever is greater may attend such statewide meetings without loss of pay for their normal work hours. Such attendance at the statewide meetings shall not be unreasonably denied but shall not interfere with agency operations. Proposed agendas shall be exchanged between the parties at least two (2) weeks prior to the date of the statewide meeting. Travel expenses associated with these meetings shall be the responsibility of the employee.

ARTICLE XXIV

IFPE RIGHTS

Section 1. IFPE Bulletin Boards

For RC-45 & RC-29:

IFPE may provide bulletin boards in various work locations of each agency. The number, size, and location of each shall be decided by the parties in local level negotiations. The items posted shall not be political (including solicitation of funds or volunteers for a political candidate or political party), partisan, or defamatory in nature and Employer reserves the right to remove this type of posting. Nor shall such literature be posted in an employee's work space.

Section 2. Access to State Premises by IFPE

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

Section 3. Information Provided to IFPE

At least once each month, the Employer shall notify IFPE in writing of the following personnel transactions involving bargaining unit employees within each agency: new hires, promotions, demotions, layoffs, reemployment, transfers, leaves, returns from leaves, superior performance increases, social security numbers, suspensions, discharges, reallocations, abolishments and terminations. In addition, the Employer shall furnish IFPE every ninety (90) days the current continuous service rosters of bargaining unit employees.

Each agency will provide IFPE with information concerning temporary assignments.

Section 4. Non-Preferential Treatment

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

Section 5. Leaves to Attend IFPE Meetings

The Employer shall grant a reasonable number of employees leave without pay for a maximum of three (3) days per employee per calendar year for RC-29 and two (2) days per employee per calendar year for RC-45 and RC-56 for the purposes of discussing the administration of this Agreement. IFPE shall provide written notice to the Employer at least 15 days prior to the meeting date. The Employer shall not unreasonably deny an employee's request for such leave and such leave shall not substantially interfere with the operating needs of the Employer.

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 training does not substantially interfere with the Employer's operations. Such training shall not exceed two (2) work days for the term of this Agreement. The employee shall provide proof of attendance.

Section 6. Leaves to Conduct IFPE Business

The Employer shall grant requests for leaves of absence without pay for not more than four (4) bargaining unit employees for RC-29 and not more than one (1) bargaining unit employee for RC-45 and RC-56 at any one time, but not more than one employee from an agency worksite having less than 25 employees in this bargaining unit, for the purpose of service as IFPE representatives or officers with the State or National organization of IFPE, up to a maximum of six (6) months, provided adequate notice is afforded the Employer and granting such leave will not substantially interfere with the Employer's operations. The length of such leave may be increased by mutual agreement of the parties. Continuous service shall be retained and accumulated for a maximum of one year and the employee, continuous service permitting, can return to his/her position classification at the termination of leave.

Section 7. IFPE Agent of Record

Unless IFPE has given written instructions to the contrary, all documents, notices, etc., concerning this Agreement are to be mailed to: IFPE Local 4408, 4 Lawrence Square, Springfield, Illinois 62704.

Section 8. Activity During Working Hours

Employees and designated IFPE representatives shall, after giving reasonable advanced notice to the appropriate Employer representative, including the location and expected duration of the meeting, be allowed reasonable time off with pay during working hours to attend pre-disciplinary meetings, grievance hearings, labor management meetings and, where current practice exists, supplemental negotiations.

Where feasible and where equipment is readily available the Employer shall allow designated IFPE representatives reasonable use of telephone, and fax machines, computer and internet for the purpose of investigating and processing grievances. Such use shall not include any long distance or toll calls at the expense of the Employer.

Section 9. Job Descriptions

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

Section 10. Tuition Reimbursement

The parties agree that upon request of the IFPE, the Employer and IFPE shall discuss a tuition reimbursement program at supplemental negotiations.

Section 11. Leave to Attend Union Conventions/Meetings

An employee who is a member of IFPE representing State employees, and who has been selected as a delegate, or alternate delegate to attend union conventions, or to attend union meetings shall be allowed time off without pay or may use accumulated benefit time if available, subject to the prior approval of the head of the agency, or his/her designee to attend said convention or meeting.

Section 12. New Employee Orientation

The IFPE local representative shall be given notice of the date, time and location of the new employee orientation. The Employer shall grant up to thirty (30) minutes with pay for one IFPE representative to attend the orientation. The union orientation period shall be up to thirty (30) minutes and shall take place during the employees regular working hours with no loss of pay to the employees involved. The Union shall inform the Employer of the union representative who will conduct the union orientation.

ARTICLE XXV

PERSONNEL FILES

Section 1. Number and Type

Only one personnel file will be maintained at the work location for each employee and the agency shall have the right to maintain a copy at its central office. The Department of Central Management Services shall keep and maintain an official personnel file. Working files may be kept by supervisors for employees, and such files shall include only job related material. It shall be the supervisor's responsibility to inform the employee of any detrimental material in the working file that may affect the

employee's annual performance evaluation. Any detrimental material shall be removed from the file after twelve (12) months from the placement of such. Working files shall not be considered personnel files as required in this Article. No other files, records or notations shall be kept by the Employer or any of its representatives except as may be prepared or used by the Employer in the course of preparation or participation for any pending case, such as a grievance, Civil Service matter, criminal investigation, Department of Human Rights or EEOC matter, etc. An employee has the right upon written request to review the contents of his/her personnel file or working file. Such review may be made during working hours, at a mutually agreed upon time, taking into account operational needs, with no loss of pay for time so spent within reason. Reasonable requests to copy documents in the personnel and/or working files shall be honored. Upon authorization by an employee, IFPE may inspect that employee's personnel file following written request to the agency.

Section 2. Employee Notification

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

ARTICLE XXVI

TRAINING

Section 1. General

The Employer and IFPE recognize the need for the development and training of employees in order that services are efficiently and effectively provided. In recognition of such principle, the Employer shall endeavor to provide employees with orientation to current procedures, forms, methods, material and equipment used in the work assignments.

Section 2. Distribution of Training

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

For Meat and Poultry Inspector/Trainees only:

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

Section 3. Training Files (for Meat and Poultry Inspector Trainees Only)

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

Section 4. Original Equipment Manufacturing (OEM) Training (RC-45 Employees Only)

The Employer will work to provide training where necessary for the repair and maintenance of state vehicles when it is cost effective and as funding permits.

ARTICLE XXVII

MISCELLANEOUS

Section 1. Distribution of Contract

The Employer shall expeditiously provide each employee covered by this Agreement with a copy of this Agreement. The Employer shall also provide new employees with a copy of this Agreement upon hire. The contract shall be made available on the Department of Central Management Services' website.

Section 2. Safety and Health

The Employer shall attempt to provide a safe and healthy place within which employees shall work consistent with standards set by the Illinois Department of Labor. Labor management meetings shall be used to review and suggest health and safety measures to be implemented, including vehicle safety. In case of a suspected outbreak of a communicable disease, the Employer shall offer tests for such within the appropriate affected area, at no cost to the employees, where it gives such tests to the residents. However, this shall not abrogate an employee's right to challenge unsafe and unhealthy conditions through a grievance. Such grievance shall be filed at Step 3 of the grievance procedure defined in Article X of this Agreement. Notwithstanding the above, a health and safety problem which is a violation of an OSHA standard, as either determined by OSHA or mutually agreed to by the parties, shall be remedied in accordance with the law.

All State of Illinois owned, or leased property shall be smoke free, including state vehicles.

The State of Illinois and IFPE recognize that threats and/or acts of violence committed in the workplace or directed at employees shall not be tolerated.

For RC-29 only:

Training on AIDS and related diseases shall be made available to all staff working in state institutions involved in the handling of residents. Further, the parties agree that the subject of the Employer provided protective clothing; barriers and equipment may be subject to agency supplemental negotiations.

The Employer agrees to make available soft body armor for sworn personnel for those employees whose job assignments warrant their use effective no later than 7/1/98.

Section 3. Damage to Personal Property

- A. Where current agency practices so provides, the Employer shall reimburse employees for any losses of personal property incurred as a result of the performance of their official duties.
- B. If no agency practice exists, a policy statement shall be the subject of discussion at agency level local negotiations.

Section 4. Assignment Within Classification Specifications

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

Section 5. Polygraphs

No employee may be required to take a polygraph examination nor shall be subject to discipline for refusal to take such. If the employee agrees to voluntarily take a polygraph examination as a part of a formal investigation, the following restrictions apply:

- A. An employee shall be provided sufficient advance notice of the scheduling of such polygraph examinations in order to allow the employee to exercise his/her representational rights.

- B. An employee shall be entitled to have an IFPE representative or IFPE counsel at all steps of the polygraph examination process except during the actual administration of a polygraph examination.
- C. The employee shall be provided with a copy of the results of the report of the polygraph examination and a copy of the conclusions reached by the examiner.

Section 6. Sub-Contracting

For RC-29 and RC-56 only:

The Employer agrees that upon formal consideration to sub-contract any work performed by bargaining unit employees which results in the layoff of such employees, it shall:

- (1) provide reasonable advance notice to IFPE, and
- (2) shall meet with IFPE, prior to making a decision to contract, for the purpose of discussing the reasons for its proposal. Before any service or function can be sub-contracted the Employer shall provide to the Union a cost comparison between the projected expenses if the work continued to be performed by state employees and the expenses if a third party performed or provided such services.

If the decision to sub-contract work results in employees being subject to layoff, the Employer will make a reasonable effort with the contractor to insure that the affected employees are considered for employment by the contractor. IFPE shall have an opportunity to meet with the proposed sub-contractor as well as the agency and/or the Department of Central Management Services to discuss the employment of employees subject to layoff. Such meeting shall not be used to coerce or harass prospective sub-contractors.

Whenever the decision to sub-contract causes bargaining unit employees to be laid off, the Employer shall provide an opportunity to those qualified employees to fill equally compensated and/or skilled permanent bargaining unit vacancies. These vacancies shall be at the same work location, other work locations of the agency, or other agencies covered by this Agreement.

At the request of IFPE, a labor management meeting shall be held to discuss issues raised by the sub-contracting of bargaining unit employees.

For RC-45 only:

The Employer reserves the right to contract out any work it deems necessary or desirable because of greater efficiency, economy or other related factors.

The Employer agrees that upon formal consideration to subcontract any work performed by the bargaining unit employees which would result in the layoff of bargaining unit employees, it shall

- a) Provide notice, at least 15 calendar days prior to the effective date, in writing, to IFPE;
- b) Meet with IFPE prior to subcontracting for the purpose of negotiating the impact, if any, of such subcontracting. IFPE will be granted reasonable requested opportunities to meet with the Agency prior to the effective date to discuss any issue which is raised by the subcontracting of bargaining unit work. Before any service or function can be subcontracted the Employer shall provide to the Union a cost comparison between the projected expenses if the work continued to be performed by state employees and the expenses if a third party performed or provided such services.

Whenever the decision to subcontract causes bargaining unit employees to be laid off, the Employer shall provide an opportunity to those qualified employees to fill equal or lower level permanent bargaining unit (RC-45) vacancies. The vacancies shall be at the same work location, other work locations of the agency, or other agencies covered by this Agreement.

It is expressly understood by the parties that the Employer does not have an obligation to negotiate over its decision to subcontract.

Section 7. Inclement Weather Policy

The Department of Central Management Services' inclement weather policy shall be discussed with each agency as to how it will be implemented. These discussions will be held in accordance with Article XXIII - Labor Management Meetings.

For Meat & Poultry Inspector/Trainees only, should problems arise in implementation of the notification method at the plant level the Employer will address such situations on an individual basis.

Section 8. Notification of Leave Balances

Employees shall be given a statement of all leave balances (sick leave, vacation, personal days, and compensatory time) on a monthly basis.

Section 9. Supplementals

Within 30 days of the signing of this Agreement, either party may give notice to the other party of its intent to renegotiate existing Supplemental Agreements and local Memoranda of Understanding. In the event either party wishes to negotiate pursuant to this section, negotiations shall be conducted and will attempt to be concluded in a timely manner.

Section 10. Physical Fitness Standards

For RC-29 only (Except Meat & Poultry Inspector/Trainees):

Whenever the Employer determines that Physical Fitness Standards are required, the Employer shall negotiate the impact of all such standards with the IFPE.

Section 11. Promotional Examination

For the term of this Agreement, the Employer agrees where skill tests beyond the CMS-100B are required to qualify for the promotion, certified employees may take these tests during working hours with pay not to exceed one (1) work day per contract year in increments of not less than 1/2 day at a time. The employee shall provide reasonable notice, and such leave shall not be unreasonably denied.

Section 12. Workload Standards

The parties agree that the Employer has the right to establish reasonable workload standards and productivity levels. In Agencies where such standards of productivity measurements exist, they shall be reduced to writing with copies to employees and IFPE. Changes in workload standards or productivity measurements, or the creation of such, shall be discussed with IFPE prior to implementation. Failure to meet workload standards and productivity levels which have been established in accordance with this section may subject the employee to Employer action as provided in Article XI.

Section 13. Administrative Reassignment

The Employer may reassign an employee for up to ninety (90) days during the course of an investigation. At the time of reassignment the employee shall be provided with a statement that identifies the reason for the investigation. The reassignment shall be within the employee's permanently assigned work location. The employee shall be made whole for all approved travel expenses during the administrative reassignment.

Section 14. Privacy Expectation

The parties recognize that employees shall not have a reasonable expectation of privacy in connection with their use of State owned property or equipment. Accordingly, the Employer retains the right to control or inspect property that it owns or maintains, including but not limited to items such as desks, lockers, drawers, vehicles and computers.

Section 15. Drug and Alcohol Testing

Drug and Alcohol Policies

The Parties agree that Drug and Alcohol Testing policies may be implemented at the Agency level. The impact of such Drug and Alcohol policies, including disciplinary standards, shall be subject to negotiations between the Agency and IFPE.

Alternative Formula Classification Drug Policy

In addition, employees in the titles included in the alternative formula classification, shall be subject to a random and reasonable suspicion drug policy. A positive drug test shall result in discharge. The Employer (CMS) and IFPE shall negotiate the impact of this one (1) strike drug policy. Except where current practices exist, the parties agree to adhere to agencies' current drug policy.

The following titles shall be subject to such policy:

Arson Investigator I and II

Arson Investigator II Lead Worker

Commerce Commission Police Officer I and II

Licensing Investigator III

Police Officer I, II, and III

Polygraph Examiner III

Security Officer

Security Officer Sergeant

RC-29 and RC-56 CDL and Alcohol Policy:

Employees who, because of the requirements of their position, are required to possess a Commercial Driver's License (CDL), shall be subject to drug and alcohol testing according to the following:

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

Employees Bidding on Positions Requiring a CDL: An employee covered by the RC-29 and RC-56 Collective Bargaining Agreement who bids on a position requiring a CDL, and is selected, shall be subject to pre-employment drug and alcohol testing procedures prior to the final offer of employment. If such employee tests positive, the employee shall be discharged.

For Meat and Poultry Inspectors and Trainees only:

The Employer and IFPE acknowledge that substance abuse is a serious and complex but treatable condition/disease that negatively affects the productive, personal and family lives of employees and the stability of the workplace.

The Employer and IFPE are committed to addressing the problems of substance and alcohol abuse in order to ensure the safety of the working environment, employees, the public, and to providing employers with access to necessary treatment and rehabilitative assistance.

The Employer and IFPE agree to establish a subcommittee with the purpose of this subcommittee being to develop and implement an employee drug and alcohol screening program. The following parameters are accepted as a starting point and both parties agree the program will be developed consistent to these standards:

- 1) The standard to be used to determine if drug and/or alcohol testing an employee is necessary is "reasonable suspicion".
- 2) The definition of drugs to be tested for will be limited to those substances identified in Illinois Rev. Stat., Ch. 56 1/2, Para 703 and 1100 et. seq., including cannabis.
- 3) Chain of custody documentation for the specimen shall be maintained from collection to analysis to destruction and the split sample method shall be utilized.
- 4) The Laboratory selected to conduct the analysis must demonstrate technical expertise and proficiency in

toxicology testing. Persons conducting the testing shall be certified as qualified.

The subcommittee will consist of three bargaining unit representatives and three management representatives. Employees will attend without loss of pay.

RC-45 CDL Drug and Alcohol Testing:

IFPE recognizes the Employer's obligation to comply with the United States Department of Transportation regulations regarding the drug and alcohol testing provisions for those employees who are required to possess a Commercial Driver's License during the course of their employment. The parties agree to negotiate over issues which impact upon bargaining unit employee's working conditions. Drug and Alcohol tests shall normally be conducted during the normal workday and time spent fulfilling these requirements shall not be considered as non-productive time by the Employer.

Employees who, because of the requirements of their position, are required to possess a Commercial Driver's License (CDL), shall be subject to drug and alcohol testing according to the following:

- 1) If just cause is established as a result of the pre-disciplinary meeting, discipline for violations shall be discharge. Employees Bidding on Positions Requiring a CDL: An employee covered by the RC-45 Collective Bargaining Agreement who bids on a position requiring a CDL and is the successful bidder, shall be subject to the same drug testing procedures as employees currently in a position requiring a CDL. If such employee tests positive, the employee shall be discharged.
- 2) If an employee takes a pre-employment fitness for duty exam which includes a drug test, results shall be sent to the employing agency for appropriate action. All positive tests shall be reported to the employee's current employing agency if the employee has changed positions since the test was conducted.

Section 16. Evaluations

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 evaluations 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.

Section 17. Motor Vehicle Assignment

The Employer retains the exclusive right to assign motor vehicles to employees in an attempt to perform the mission of the applicable Agency. Should the Employer decide to assign or remove motor vehicles to bargaining unit employees, IFPE shall be notified of such decision in accordance with Article XXIII, Labor Management Meeting, of this Agreement, for discussion purposes only.

Policy for State Car Assignments

Meat and Poultry Inspector/Trainees only:

The Bureau of Meat and Poultry Inspection shall advise IFPE of the approximate number of state vehicles which are available to be assigned to Meat and Poultry Inspectors on a bi-annual basis, January and July of each year.

State vehicles will be assigned by the employer to those Meat and Poultry Inspectors who drive the highest number of miles in a 12-month period.

Mileage will be evaluated on an ongoing basis, to determine where state vehicles are to be assigned. Meat and Poultry Inspectors may voluntarily report the total number of miles and days driven to and from non-permanent work assignments on the Non-Permanent Work Assignment Mileage Report Form. If this form is not included with travel reports, the total mileage driven will be as stated on the Mileage Summary Report.

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

Report, to determine the total number of permanent work assignments driven.

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

Formula:

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

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

A Meat and Poultry Inspector shall be given a minimum of two months' notice before a state assigned vehicle is taken away unless a shorter time period is mutually agreed upon between the Meat and Poultry Inspector and management.

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

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

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

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

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

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

Section 18. Travel for Required Training

Overtime will be paid to all employees required to travel for training, orientation, or professional development when travel is in excess of their normal commute and outside their normal work hours. Where current practice exists, employees who are paid overtime for travel during their normal commute time outside normal work time, the practice shall continue.

Section 19. Employee Rehabilitation Program

In accordance with the principles of the State of Illinois "Employee Assistance Program" as outlined in a booklet of that title dated April, 1974, the Employer shall make employees aware of, and offer referral for, counseling and any other reasonable and appropriate services.

Section 20. Accountability of Supervisors

For RC-56 only:

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

Section 21. Detailing

For RC-56 only:

The Employer reserves the right to detail bargaining unit employees subject to the following understanding:

- a. Detailing is the temporary transfer of an employee to a work assignment within his/her position classification geographically removed from the employee's normal work site.
- b. Employees shall not be detailed for more than six (6) calendar months, unless otherwise agreed, by the union. The union will agree to reasonable extensions where operational needs so dictate.
- c. Details shall be offered to qualified employees in order of seniority from the work site from which the detail assignment is made. If there are no volunteers, detailing shall be rotated among qualified employees in inverse seniority order.
- d. The Employer will attempt to avoid detailing when an assignment will cause an undue hardship on an employee.

Section 22. Housing

RC-56 only:

In the Department of Natural Resources, bargaining unit employees residing in mandatory housing as a condition of employment, will be assessed a total monthly "maintenance fee" per month and shall be required to execute and abide by the applicable lease agreement. Payment of the maintenance fee will be through payroll deduction.

Maintenance fees shall be as follows:

Effective January 1, 2020, the maintenance fee will increase from \$156.00 per month to \$168.00 per month.

ARTICLE XXVIII

PRODUCTIVITY

RC-45 only:

Section 1. Goal

Each CMS mechanic will maintain a minimum productivity of 100%.

Section 2. Implementation

Effective April 1, 1998

Section 3. Flat Rate Standard

Cars and light trucks	Mitchell Pro Demand/straight time if not applicable
Medium/Heavy duty truck	Straight time as applicable
Off Road	Applicable Manufacturer labor time guide if available, straight time if not available.

The current Flat Rate Standard is Mitchell Pro Demand in combination with the Original Equipment Manufacturer's information. If the Flat Rate Standard time is not available from Mitchell Pro-Demand, straight time is used. Management may select a different Flat Rate Standard during the term of this agreement for efficiency or to meet operational needs. If any changes are made, Management will provide notice to the bargaining unit of such change in practice.

Section 4. Titles Impacted

CMS mechanics.

Section 5. Minimum Requirements

A minimum of 100% productivity is required for all CMS Mechanics identified in Section 4 of this plan, when sufficient work is available. Time out of work is reported to the garage supervisor and documented, in writing. Official productivity calculations reflect time when work is available. Vacation, sick, personal leave, leave of absences, service connected workers compensation, approved time working another position, training time, and breaks do not negatively affect the employees' productivity. Non-Productive duties performed by a mechanic shall be identified on a time sheet and submitted with his/her daily time tickets.

Section 6. Failure to Meet Minimum Requirements

Failure to meet 100% productivity in a given quarter will subject the employee to the following discipline:

- 1st Occurrence written reprimand
- 2nd Occurrence 3-day suspension
- 3rd Occurrence 5-day suspension
- 4th Occurrence 30-day suspension
pending discharge

The level of discipline imposed is based on a 12 month period from the date of the last occurrence.

Section 7. Calculation Method

Productivity is calculated as follows: $HW = MT - LT + OT$

$$P = \frac{HB}{HW - ET}$$

HW = Hours worked is mechanic time at work minus leave time plus overtime.

MT = Mechanic time at work.

LT = Leave time is: vacation, sick, personal, service connected (worker's compensation) and leaves of absence.

OT = Overtime

P = Productivity percentage

HB = Hours billed is mechanic labor charged on a work order.

ET = Excused time is hours a mechanic is at work, but excused from billable time which includes: approved non-productive time, delivery of vehicles, approved training time, and approved time acting in another position.

The work day is based on a seven and one-half (7 1/2) hours. All CMS mechanics and IFPE will be given a copy of the productivity report within thirty (30) days of the end of each quarter.

Section 8. Out of Work

CMS mechanics are required to report to the State Garage Shop Supervisor when he/she is out of work. Out of work is defined as he/she has no additional work to perform.

Section 9. Equipment

The Division of Vehicles shall provide adequate and functional equipment for CMS mechanics to perform their duties.

Central Management Services, Division of Vehicles and the Department of Transportation will work to maintain and update diagnostic test equipment necessary for the repair and maintenance of state vehicles when it is cost effective and funding permits.

Section 10. Rework

Defective Part:

The labor charge is charged to the shop at regular flat rate and mechanic receives flat rate credit for the work.

Defective Workmanship:

Work returned due to defective workmanship is reworked without charge to the customer and assigned to the mechanic who performed the defective work without flat rate credit. If rework is assigned to another mechanic due to a customer deadline the labor charge is charged to the shop and flat rate given to that mechanic, but subtracted from the billed hours of the mechanic who originally performed the work incorrectly. The determination of type of rework is made by the supervisor.

A mechanic may grieve the Employer's decision that a part is defective or defective workmanship was involved in the repair of the vehicle. The grievance procedure is defined in Article X of this Agreement.

ARTICLE XXIX

AUTHORITY OF CONTRACT

Section 1. Partial Invalidity

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

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

Unless specifically covered by this Agreement, the Personnel Rules of the Department of Central Management Services and its Pay Plan shall control. In the event the Director of Central Management

Services proposes to change an existing Personnel Rule or Pay Plan provision of the Department of Central Management Services, and such Personnel Rule or Pay Plan provision does not cover a matter contained in this Agreement, IFPE 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. The Employer agrees to provide the IFPE with copies of any amendment, and upon timely request by IFPE, negotiate with IFPE over the impact, if any, of such amendments when required by the Illinois State Labor Relations Act.

Section 3. Increase or Decrease in Fringe Benefits

An increase in fringe benefits granted by the Director of the Department of Central Management Services to employees not covered by this Agreement shall not automatically apply to bargaining unit employees. The Director shall not decrease fringe benefits during the term of this Agreement without first notifying IFPE and negotiating with IFPE over such reductions to the point of mutual agreement. Negotiations shall not be required for non-mandatory subjects of bargaining in accordance with the Illinois Public Labor Relations Act (P.A. 83-1012).

Section 4. Obligations to Bargain

This Agreement represents the entire Agreement of the parties and shall supersede all previous agreements, written or verbal. The parties agree that the provisions of this Agreement shall supersede any provisions of the Personnel Rules of the Director relating to any of the subjects of collective bargaining contained therein when the provisions of such rules differ with this Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, Employer and IFPE, for the term of this Agreement and any extension, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

XXX

NO STRIKE

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

- A. That neither it nor any of its members, individually or collectively, will authorize or support any form of strike or any other concerted interruption of operations or services by employees. IFPE acknowledges the Employer has the right to deal with any such work action through disciplinary action, including discharge and/or injunctive relief.

- B. When the Employer notifies IFPE by certified mail that any of its members are engaged in such job action, IFPE shall immediately, orally and in writing, order such employees to return to work and provide the Employer with a copy of such written order by certified mail within 24 hours of such order being given to the employees.

ARTICLE XXXI

TERMINATION

This Agreement shall be effective as of July 1, 2015 and shall continue in full force and effect until midnight, June 30, 2023, and thereafter from year-to-year unless not less than 90 days or more than 180 days prior to the expiration of this Agreement either party gives written notice to the other of its intention to amend or terminate this Agreement. If negotiations extend past the expiration date, this Agreement shall continue in effect subject to termination by either party by serving a 10-day written notice. This provision shall be construed in conformity with the Illinois Public Labor Relations Act (P.A. 83-1012).

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

For the State of Illinois

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

Date

Date

OFSM SIDE LETTER

RESIDENCE

RC-29

The Employer shall require an employee classified as an Arson Investigator I, Arson Investigator II, Fire Prevention Inspector I, or Fire Prevention Inspector II, to reside within their approved work county. Employees who bid for a posted vacancy and whose employment application lists the approved work county and whose current work county is contiguous to the county in which it is posted will not be required to relocate his/her residence. Changes in an employee's work area or residence county generated by the Employer shall not mandate an employee to move his/her residence.

For the State of Illinois

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

Date

Date

DEFINITION OF DHS SENIORITY
SIDE LETTER
RC-29

Employees of the Department of Human Services previously certified in a bargaining unit classification shall retain previously earned bargaining unit seniority upon return to the bargaining unit classification.

For the State of Illinois

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

Date

Date

AGR Side Letter - RC-29
Except Meat & Poultry Inspector Trainees

The parties agree that in the Department of Agriculture time spent traveling from an employee's residence to and/or from a work site in Cook, Will, Lake, DuPage, McHenry, and Kane counties is not considered work time except in those instances where an employee is required by the Employer to travel in excess of twenty (20) mile one way or twenty-five (25) minutes as measured from the employee's official headquarters in which case the miles in excess of twenty (20) miles or minutes in excess of twenty-five (25) minutes will be considered work time.

The workday shall commence at the time of the pre-trip inspection for employees assigned to drive vehicles, which require a commercial driver license (CDL).

For the State of Illinois

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

Date

Date

Office of State Fire Marshal Side Letter - RC-29

Automatic Classification Movement
Fire Prevention Inspector

Effective July 1, 2008 and consistent with current practices, the following title shall be eligible for automatic movement upon the employee meeting the required qualifications for the classification:

Fire Prevention Inspector I to Fire Prevention Inspector II

For the State of Illinois

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

Date

Date

Affirmative Attendance Policy MOU
For RC-56 & RC-29
(except Meat & Poultry Inspector/Trainees)

1. The Employer recognizes that personal problems may affect employee attendance and encourages utilization of the Employee Assistance Program.
2. Unauthorized absences shall be those absences for which time is not approved. The threshold between late arrival and unauthorized absence is one hour after the starting time. Although tardiness is not considered an unauthorized absence under this agreement, employees are expected to report to work on time each day as scheduled. 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 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.
8. 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).

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

A.

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

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

C. Each day of unauthorized absence without a call-in shall be considered as two offenses, and appropriate progressive discipline shall be administered 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 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 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 EAP, 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.

Effective July 1, 2012, the Department of Central Management Services shall maintain Affirmative Attendance Training on their website. Agencies that have not conducted joint training with the Union may give the Union and employees notice of their intent to institute training via the website and initiate the Affirmative Attendance Policy thirty (30) days after the date of notification.

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

For the State of Illinois

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

Date

Date

LIGHT DUTY
RC-29 and RC-56 Only

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

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

9. Any change in work schedule (shift or days off) will only be done by agreement with the IFPE and the Employer.
10. The employee shall receive his/her base rate of pay and benefits consistent with his/her classification.
11. Employees on light duty, shall not be mandated to work overtime, and may be permitted to volunteer for overtime assignments, if in the opinion of the treating physician the employee is capable of working the overtime assignment(s) and is mutually agreed otherwise at the agency level.
12. The IFPE may initiate an expedited grievance at the Agency level over any violation of this policy.
13. In no case shall an employee be placed in an area that will pose health or safety risks to the employee or other staff.
14. If an employee is assigned a task beyond the limitations set by the treating physician, the employee shall have the right to refuse such task.
15. Light duty assignments shall be temporary in nature and shall not be considered permanent vacancies.
16. Employees do not waive any rights to Workers Compensation benefits by participating in the program.
17. In the event that there are less light duty assignments available than employees who are eligible, first priority shall be given to employees with service connected illness or injury. However, no employee shall be removed from light duty in order to give priority to an employee with a service connected illness or injury.

For the State of Illinois

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

Date

Date

Classes Represented by RC029 and "Series" for Bumping
Purposes Only, Other Classes in RC-29 Are Not Considered to
Be "Series" RC-29 Only

Title Code	Class
01481	Arson Investigator 1
01482	Arson Investigator 2
08451	Commerce Commission Police Officer 1
08452	Commerce Commission Police Officer 2
13811	Environmental Protection Legal Investigator 1
13812	Environmental Protection Legal Investigator 2
13815	Environmental Protection Legal Investigator Specialist
15204	Fingerprint Technician
15208	Fingerprint Technician Supervisor
15320	Fire Prevention Inspector Trainee
15316	Fire Prevention Inspector 1
15317	Fire Prevention Inspector 2
17681	Guard 1
17682	Guard 2
17683	Guard 3
23568	Licensing Assistant
23571	Licensing Investigator 1
23572	Licensing Investigator 2
23573	Licensing Investigator 3
23574	Licensing Investigator 4
32501	Plant and Pesticide Specialist 1
32502	Plant and Pesticide Specialist 2
32981	Police Officer 1
32982	Police Officer 2
32983	Police Officer 3
39870	Security Officer
39877	Security Officer Sergeant
39951	Seed Analyst 1
39952	Seed Analyst 2
47580	Vehicle Emission Compliance Inspector
47584	Vehicle Emission Quality Assurance Auditor
48881	Warehouse Examiner
48882	Warehouse Examiner Specialist

48780	Warehouse Claims Specialist
49421	Well Inspector 1
49422	Well Inspector 2

 For the State of Illinois

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

 Date

 Date

Side Letter - RC-29 Security
Meal and Rest Period Pay Supplemental Negotiations

The parties agree that Missed Meals and Rest period Payment shall be subjects of supplemental negotiations for RC-29 employees at Elgin Mental Health Center.

For the State of Illinois

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

Date

Date

Affirmative Attendance
Meat & Poultry Inspector/Trainees Only

1. The Employer recognizes that personal problems may affect employee attendance and encourages utilization of the CMS Employee Assistance Program.
2. Unauthorized absences shall be those absences for which time is not approved. The threshold between late arrival and unauthorized absence is one hour after the starting time.
3. Employees are expected to report to their assigned work area on time each day as scheduled.
4. In emergencies, if no personal business time is available, vacation, holiday, or compensatory time may be approved subject to reasonable verification of an emergency situation. Emergency call-in requests shall not be denied unless a legitimate operating need exists.
5. Authorization to use other benefit time shall be granted by the supervisor under the following criteria when sick time has been exhausted.
 - a. Proper medical certification is provided (as defined in Section 8(f) below, in regards to Proof Status).
 - b. Employees who have used all allowable benefit time shall be informed via written notice by the Employer of their right to apply for a medical leave of absence.
 - c. Employees who are on proof status cannot use other benefit time, in lieu of sick time, as stated in Section 8(e).
6. All employee requests for sick or other benefit time usage must be supported by an Employee Absence Request form signed by the employee.
 - a. The form shall be provided to the supervisor no later than the submission of the bimonthly time-attendance record covering the period that the employee was absent.
 - b. The Employer shall ensure that the form is readily available to the employee.
 - c. Failure of the employee to provide such form will result in the absence being considered unauthorized. The

employee will be docked and a disciplinary referral will be initiated.

- d. The Employer must process all signed forms within ten (10) work days of receipt, either approving or disapproving the request, unless mutually agreed otherwise or otherwise modified by this agreement.
7. This agreement supersedes any other agreement on this issue
 8. Prior to placing an employee on proof status, the supervisor shall meet with the employee to discuss the attendance records.
 - a. An employee whose attendance record creates reason to suspect abuse of sick time shall be counseled. If, after the counseling, a suspected abuse sick day is used, the employee will immediately be given notice in writing of his/her placement on proof status for a sixty (60) day period and appropriate disciplinary action will be imposed. If an employee claims the use of sick time on the day before or the day after a holiday, the Employer has the right to require written medical documentation on the agency's designated form.
 - b. While on Proof Status, proper medical certification will be required for each absence.
 - c. An employee's failure to provide proper medical certification within five (5) calendar days after the employee returns for each earned sick day used while on proof status, will be treated as an unauthorized absence and result in being docked time and progressive discipline, as outlined in Paragraph 9, below.
 - d. Proof status shall be reviewed with the employee after each sixty (60) day period. If the procedural guidelines have been followed during the sixty-day proof status, the Proof Status will be terminated. If reasons to suspect abuse continue and/or the pattern of sick usage has not improved, the employee shall remain on proof status.
 - e. Employees on proof status who are out of earned sick time and who continue to claim illness, shall be advised in writing by the employer of the need to apply for a Leave of Absence or face discipline. Other benefit time, in lieu of sick time, will not be authorized while on Proof Status.

- f. Proper medical certification for proof status shall contain the following minimum elements:
 - 1. Date, signature, address, and phone number of the medical practitioner.
 - 2. The pertinent date(s) in question, for which earned sick leave is being requested and that the patient was seen.
 - 3. Verification that the employee was unable to work on the date(s) in question, i.e. personal or family illness.
 - 4. The original medical statement, not a photocopy or facsimile, must be submitted, if the employee needs a copy management will provide one.
 - g. Employees on proof status who utilize sick time for bereavement may be required to provide appropriate documentation (i.e. death certificate or obituary announcement)
 - h. It is the employee's responsibility to provide proper certification. Documents that do not contain the necessary elements shall not be accepted and the employee shall be so notified. The absences shall be considered unauthorized if acceptable certification is not subsequently provided as soon as possible but no later than five (5) work days after notification of the required certification.
 - i. All unauthorized docks shall be referred for discipline in a timely manner.
9. If just cause for discipline is established for unauthorized absences, the following guidelines shall be apply:
- a. Unauthorized Absence(s)

1st Offense	Counseling
2nd Offense	Oral Reprimand
3rd Offense	Written Reprimand
4th Offense	2 nd Written Reprimand
5th Offense	1-Day Suspension
6th Offense	3-Day Suspension
7th Offense	5-Day Suspension
8th Offense	7-Day Suspension

9th Offense	10-Day Suspension
10th Offense	15-Day Suspension
11th Offense	20-Day Suspension
12th Offense	Discharge

- b. Each day of unauthorized absence shall be considered a separate offense for purposes of progressive discipline.
 - c. Each day of unauthorized absence without a call-in shall be considered as two offenses, and appropriate progressive discipline shall be administered pursuant to Paragraph 9.A above.
 - d. Discipline will start anew if no offense occurs within a 24-month period. The level of discipline imposed shall be based on a 24-month period from the date of the last occurrence of an unauthorized absence.
10. Except for the last offense before discharge, no employee will serve any suspension time. Employees will be given the usual notice of a suspension but will be expected to report to work and lose no wages. An employee will only serve five (5) days of actual suspension time for the last offense prior to discharge.
11. Employees will be given notice of a suspension on Personnel/Position Action Form (CMS-2) but will be expected to report to work and lose no wages for the days considered paper suspensions; such notice will clearly state this expectation.

For the State of Illinois

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

Date

Date

AGRICULTURE SIDE LETTER

RESIDENCE

RC-29

The Employer shall require an employee classified in RC-29 titles to reside within their approved work county. Employees who bid for a posted vacancy and whose employment application lists the approved work county and whose current work county is contiguous to the county in which it is posted will not be required to relocate his/her residence. Changes in an employee's work area or residence county generated by the Employer shall not mandate an employee to move his/her residence. This language will not apply to Meat & Poultry Inspectors whose positions are located in Cook County.

For the State of Illinois

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

Date

Date

The Committee for Drug Policy Development
For RC-29 Meat & Poultry Inspector/Trainees

The subcommittee will consist of three bargaining unit representatives and three management representatives. Employees will attend without loss of pay. The subcommittee will meet by January 1, 2021.

For the State of Illinois

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

Date

Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
Office of the State Fire Marshal
and
Illinois Federation of Public Employees Local 4408**

FIELD FORCE MANAGER

Regarding the Field Force Manager system (hereinafter "FFM") found on the Office of the State Fire Marshal (hereinafter "OSFM") supplied cell phones operated by members of the bargaining unit, OSFM and IFPE Local 4408 (hereinafter "Union") agree as follows:

1. The primary purpose of such system is to enhance the operational efficiency of the agency, improve services to the public, improve the safety of employees, and not for the primary purpose of engaging in employee surveillance and discipline.
2. Bargaining unit employees who operate cell phones with the FFM shall be given an overview of the system's capabilities and its intended use. Upon the Union's request, OSFM will provide a list of employees required to use cell phones outfitted with the FFM.
3. Data obtained by the OSFM from an employee's FFM equipped cell phone will not be utilized to initiate progressive disciplinary action unless the employee refuses to utilize the application as ordered. If a complaint is received concerning an employee, the application may be used to corroborate or rebut any reports of employee misconduct.
4. In the event that data obtained from the FFM system is used to support the OSFM's decision to discipline an employee, OSFM recognizes the Union shall be provided with copies of all relevant data.
5. The parties recognize the Union's right to bargain the impact of any system changes or amendments beyond regular software upgrades.

State of Illinois

The Union

Date

Date

MEMORANDUM OF UNDERSTANDING
between
Illinois Department of Revenue
and
Illinois Federation of Public Employees Local 4408
Field Force Manager

The following shall apply to the Liquor Control Agent I's at the Illinois Department of Revenue:

1. Each agent will be issued a cellphone with Field Force Management capabilities. Field Force Management is a GPS system enhancement which allows for efficiencies in travel, safety, direction, time, and inspection documentation.
2. Each agent must have their cellphone turned on at the start of his/her shift each day and remain on at all time during their shift. Once the device is turned off, the GPS tracking function is no longer operable until turned back on. Agents are not required to carry the device with them or have the device turned on during non-work hours.
3. Agents may use the GPS function of the device for non-work related travel purposes with prior approval from their supervisor. Agents may not use the cell phone, text, or email functions of the device for non-work related purposes without prior approval, the employee may be subject to discipline up to and including termination.
4. Agents are not required to respond to e-mails or phone call after hours unless so directed. Agents are not required to be on call or stand by during non-work hours.
5. Each agent must adhere to all department policies and procedures regarding the performance of their duties, use of state equipment, travel and time. Failure to do so may result in discipline up to and including termination.

State of Illinois

The Union

Date

Date

Side Letter

Uniforms

RC-29 Sworn Illinois State Police

The parties agree that uniforms shall be a subject of supplemental negotiations for Police Officers I, II, and III.

For the State of Illinois

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

Date

Date

Side Letter Illinois Commerce Commission
RC-29

Effective upon signature of the 2019-2023 contract, employees in the following title who are in good standing and have received at least a satisfactory annual evaluation, shall be eligible for a semi-automatic movement after a completion of four (4) years of time in title:

Commerce Commission Police Officer I to Commerce Commission Police Officer II.

For the State of Illinois

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

Date

Date

SIDELETTER
State Fire Marshall
Investigator Interview Process

The parties agree during supplemental negotiation to negotiate an investigatory interview procedure for the Arson Investigators represented by IFPE.

For the State of Illinois

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

Date

Date

Side Letter
Theft of Tools

RC-45

It is understood by the parties that any Department of Transportation Mechanic or Mechanics Helper who experiences a major loss of personal tools due to theft may seek restitution in the Court of Claims provided there is evidence of forced entry or other breach of security. It is further understood that the Department of Transportation will not oppose cases of this nature.

All mechanics shall provide a complete inventory of their tools to their Technician or Engineer who shall verify the accuracy of the list. Any additions or deletions to a mechanics inventory shall be reported immediately to his Technician or Engineer.

For the State of Illinois

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

Date

Date

Side Letter

CDL Drug and Alcohol Disciplinary Procedures

RC-45

Pursuant to Article XXVII, Miscellaneous; Section 5. CDL Drug and Alcohol Testing, the parties agree to the following for CDL holders:

- A positive drug test will result in discharge.
- A positive Blood Alcohol Concentration (BAC) test is a reading over .02 and will result in discharge.
- Any positive drug or alcohol test while operating motorized equipment while on State business will result in discharge.

For the State of Illinois

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

Date

Date

MEMORANDUM OF UNDERSTANDING

MECHANICS SNOW AND ICE POLICY for CMS and DOT

RC-45

Management will notify IPFE if there are any proposed changes to the Snow and Ice Policy at their respective agencies. If such changes impact the wages, hours, or conditions of employment the parties agree to negotiate the impact of such changes. The parties may discuss any potential changes to the Policy in agency supplementals.

For the State of Illinois

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

Date

Date

SIDE LETTER

IN-HIRE RATES

RC-45

The parties agree that all classifications shall have a 75% in-hire rate for all employees hired on or after July 1, 2013. Employees who are promoted and are in the in-hire progression will promote to the next step of the in-hire rate of the higher classification. In addition, temporary assignments shall also be calculated at the in-hire rates. Employees in the in-hire will receive a 5% increase each year for five (5) years on their anniversary date in order to obtain the full rate. All full scale employees will be promoted to the full-scale rate of the next higher classifications, upon promotion.

For the State of Illinois

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

Date

Date

Automotive Mechanic Option 2 Stipend

Employees working as an Automotive Mechanic Option 2 who possess a valid Commercial Driver's License (CDL) shall receive a \$500 stipend payment if on active payroll on June 30 of each fiscal year.

For the State of Illinois

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

Date

Date

Travel Side Letter

IL Dept. of Agriculture

RC-56

For field employees in the IL Department of Agriculture, Bureau of Meat and Poultry Inspection, the headquarters for the Veterinary Supervisor I shall be within the appropriate circuit and headquarters for Consumer Safety Officers, shall be within the appropriate designated regional boundaries.

Any employee not currently residing in the appropriate circuit or designated regional boundary shall be grandfathered in at the current residence. However, if at a later date these employees choose to relocate they must do so in compliance with this side letter.

For the State of Illinois

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

Date

Date

2015-2019 Stipend

All bargaining unit employees on active payroll on the date of effectuation shall receive a one (1) time stipend of \$2500 prorated by 25% for each year the employee was employed from July 1, 2015 through June 30, 2019. The stipend shall be paid as soon as practicable after the effectuation of the Agreement.

For the State of Illinois

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

Date

Date

2015-2019 Backpay

The Employer will pay bargaining unit members for all backpay owed from the wage freeze from 2015 to 2019, including any pay from missed steps or longevity adjustments.

For the State of Illinois

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

Date

Date

Shakman
Memorandum of Understanding

The State of Illinois is currently under monitoring of the federal court for compliance with the *Shakman* Consent Decrees. *Shakman v. Democratic Organization of Cook County, et al.*, Northern District of Illinois Case No. 69 C 2145.

On January 7, 2019, the *Shakman* court entered an order setting out both a reformed process for filling exempt positions and principles and commitments for filling all non-exempt positions. *Shakman*, Doc. No. 6154. Bargaining unit positions have job protections through the collective bargaining agreement, and are, therefore, covered by the court's principles and commitments for non-exempt positions.

The Court ordered the State to implement of the following relevant principles (excerpted from Doc. No. 6154):

- J. Electronic Application Process. CMS shall establish and implement an electronic application process that requires applicants to apply online for specific listed vacancies. The electronic application process that CMS creates shall include an automated screening mechanism to narrow the pool of applicants for interviews. The screening mechanism shall evaluate candidates based on the Minimum Qualifications of the positions and may also incorporate pre-established preferred qualifications.

- K. Uniform Processes Throughout State. The State of Illinois shall create and communicate to all Agencies a uniform documentation process for hiring and promotions to allow for adequate monitoring and review.

The implementation of the court order will result in a standardized, statewide online application process for all job-protected positions, including bargaining unit positions.

The State is obligated to implement the Court's order. The parties share a commitment to a more efficient and timely process. To that end, the parties agree as follows:

- Prior to implementation of a new system for bargaining unit positions, the Union shall review and provide input.
- All provisions of the collective bargaining agreement shall continue to apply, except as modified herein.
- CMS Bureau of Personnel will continue to assess and verify employee qualifications. The qualification review process

will transition to a numerically ranked, automated assessment with a quality control analysis performed by the CMS Bureau of Personnel staff. For the purposes of determining if employees are qualified for positions in which they are seeking to exercise their contractual rights to filling of vacancies outlined in the collective bargaining agreement, the following numerical rankings will be treated as the corresponding grade and considered of equal value within each letter group:

- o Numerical ranking of 90-100 would be treated as an A grade
 - o Numerical ranking of 80-89 would be treated as a B grade
 - o Numerical ranking of 70-79 would be treated as a C grade
- In consultation with the Union, the Employer will provide all employees with advance notice of implementation of the new system and shall develop training on the new application procedures and system. Upon request, employees shall receive training on the new system.
 - A procedure shall be established to ensure that employees who do not have access to computers or who lack computer skills shall be given appropriate access and/or training.
 - CMS will assess candidate qualifications in response to an express interest in a specific position being filled except that all agreements remain in effect regarding continuous posting and permanent bidding.
 - The appeal process currently in place shall remain in effect.
 - There shall be electronic receipts for applications and the opportunity for the employee to print out his/her profile.
 - For positions requiring tests administered by CMS Bureau of Personnel, employees will only be required to test once unless the job requirements change.
 - All promotional grades on the system as of August 31, 2019, or submitted to CMS Examining and Counseling for grading, as of August 31, 2019, shall continue to be valid within the currently established timeframes. After August 31, 2019, promotional applications will only be accepted in response to a posting. Upon implementation of the new system, an employee applying for a position in which they are exercising their contractual rights shall indicate if they already have a promotional grade for the position.

In keeping with the desire to make hiring processes more efficient, CMS is committed to making the following additional improvements for the benefit of bargaining unit members:

- Semi-automatic promotions will no longer require application/grading/assessment by CMS.
- Employees will no longer be required to submit and receive a promotional grade to promote from a trainee position to the target title when the only remaining criteria to be qualified for the target title is the successful completion of the trainee program.
- CMS will convert all closed (Group B) titles to open (Group A) titles.

For the State of Illinois

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

Date

Date

Side Letter
UNION MEMBERSHIP

The parties recognize that there is a distinction between dues authorization and union membership and recognize that there is no impediment to an employee's right to resign union membership at any time.

For the State of Illinois

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

Date

Date

FACILITY CLOSURE
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) shall be set forth certain rights that may be exercised by bargaining unit employees, who are at a Department/Agency specific facility due to closure.

1. This MOU shall apply for the closure process.
2. All bargaining unit employees at the facility shall be considered as subject to layoff upon formal notification.
3. Except as specifically modified by this agreement, all provisions of the Master Collective Bargaining Agreement with respect to the facility employees shall apply.
4. In the event one or more bargaining unit employees are retained at the facility after the projected closure date, these opportunities shall be offered on the basis of seniority, by position classification.
5. Grievance regarding the application and interpretation of this MOU shall be processed in accordance with Article X, Grievance Procedure.
6. Employees who accept a vacancy at another worksite of the Department/Agency shall be allowed up to one (1) workday, without loss of pay, to visit the location.
7. The Department/Agency will endeavor to provide the following services to employees at the facility:
 - a) Assistance regarding unemployment compensation from the Department of Employment Security;
 - b) Information concerning life, medical, vision, and dental insurance benefits;
 - c) Deferred Compensation and financial counseling;
 - d) Seminars and information from the State Employees' Retirement System, if available:

Employees who attend all such on-site services shall do so without loss of pay.

8. The Agency will not contest the unemployment insurance claims unless the employee's termination was the result of discharge for cause. However, the beginning date for unemployment compensation will be the subject to the rules and regulations of the Department of Employment Security.

9. In the event that the facility re-opens or otherwise becomes operable in same capacity, all non-retired employees covered by this MOU will be offered the opportunity to return to their previously held position, if such exists at the facility, based upon seniority. Any employee subject to this MOU, will not be required to have any additional qualification(s) than were required at the time of the closure.
10. The impacted employees accepting positions at other work locations will be required to attend and complete a facility specific orientation program, not to exceed two (2) weeks. Upon completion, employees will be placed in the overtime rotation.
11. The impacted employees' approved first priority vacation request will not be forfeited by moving to a new location, unless emergency operating needs dictate otherwise.

For the State of Illinois

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

Date

Date

