

AGREEMENT BETWEEN
THE DEPARTMENTS OF CENTRAL MANAGEMENET SERVICES
AND NATURAL RESOURCES
AND
SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 73
PSA 8X - RC-184

This agreement effective July 1, 2015 through June 30, 2023

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AGREEMENT

This Agreement is made and entered into this the first day of July 1, 2015 by and between the Illinois Departments of Central Management Services and Natural Resources, hereinafter referred to as "Employer" and Service Employees International Union, Local 73 hereinafter referred to as "Union", on behalf of the employees in the collective bargaining unit described in Article I of this Agreement.

PURPOSE

Whereas, the Union, was certified by the State of Illinois, Illinois Labor Relations Board - State Panel, on January 15, 2008, in Case No. S-RC-07-184, as the exclusive bargaining representative for the purpose of bargaining for the employees; and

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

Therefore, the following Agreement is entered into.

ARTICLE 1
RECOGNITION

Section 1. Recognition

Pursuant to the certification of the Illinois Labor Relations Board dated January 15, 2008, the Employer recognizes the Service Employees International Union, Local 73 as the sole and exclusive bargaining representative for all Public Service Administrator Option 8X (herein referred to as "Employees or PSA 8X's") employed by the Illinois Department of Natural Resources, excluding confidential, managerial or non-public employees within the meaning of Section 3(n) of the Illinois Public Labor Relations Act (5 ILCS 315).

Section 2. Successor Classes

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

Section 3. Integrity of the Bargaining Unit

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

Section 4. New Classifications - Scope of RC-184 Unit

The Employer agrees to meet and discuss with the Union the inclusion or exclusion of any and all newly instituted job classifications, which may be described within the scope of RC-184 as follows:

A statewide supervisory unit of Public Service Administrators, Opt 8X in the Illinois Department of Natural Resources.

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

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

Section 5. Changes in Existing Classifications

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

Section 6. Pay

Employer agrees to negotiate with the Union as to the appropriate pay grade to be assigned to job classifications determined to be in the S-RC-07-184 bargaining unit. If no agreement is reached between the parties, the Union shall be allowed to file a grievance in accordance with Article 11 of this Agreement. The grievance shall be filed at step 4 of the grievance procedure. In the event that an appropriate resolution is not reached at step 4, then the issue may be submitted to an arbitrator.

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

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

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

ARTICLE 2
DEFINITIONS

1. "Director" refers to the Director of the Illinois Departments of Central Management Services or Natural Resources as the context may require.
2. "Employer" refers to the Illinois Departments of Central Management Services or Natural Resources as the context may require.
3. "Employee" refers to a person employed in the job classification covered by this Agreement; excluding temporary, emergency, provisional, per diem, confidential or managerial employees; and shall include the term PSA 8X wherein used.
4. "Probationary employee" refers to an employee in a probationary period as currently administered under the Personnel Rule 902.300; provided, however, that such probationary employees shall have no right to the grievance procedure.
5. "Workday" shall mean a normal period of seven and one half (7.5) hours which is uninterrupted by any period of time except for breaks and meal periods or leave time.
6. "Agency" refers to the Illinois Department of Natural Resources.
7. "Union" refers to the Service Employees International Union, Local 73 as the context may require.

ARTICLE 3
MANAGEMENT RIGHTS

Section 1. Management Rights

Except as amended, changed or modified by this Agreement, the Employer reserves exclusively all the inherent rights and authority to manage and operate its programs. The parties agree that all rights not specifically granted in this Agreement are reserved solely to the Employer and the Employer has the right to decide and implement its decisions regarding such rights. Examples of the rights reserved solely to the Employer, its agents and officials include, but are not limited to, the right: to operate so as to carry out the statutory mandate of the Employer; to establish the Employer's missions, programs, objectives, activities and priorities; to plan, direct and control the use of resources, including all aspects of the budget, in order to achieve the Employer's missions, programs, objectives, activities and priorities; to manage, direct, and control all of the Employer's activities to deliver programs and services; to determine the size and composition of its workforce; to hire, promote, demote, transfer, evaluate, allocate and assign employees; to discipline, suspend and discharge for just cause; to relieve employees from duty because of lack of work or other legitimate reasons; to determine the departments, divisions and sections and the work performed therein; to determine the number of hours of work and shifts per workweek; to develop and change work schedules and assignments; to develop, modify and administer policies, procedures, rules and regulations and determine the methods and means by which operations are to be carried out; to make, extend, limit and execute contracts and all other instruments necessary or convenient for the performance of the Employer's duties or exercise of the Employer's powers, including contracts with public and private agencies, organizations, corporations or individuals; to determine the Employer's organization; to take whatever actions the Employer deems necessary to carry out services when the Employer determines an emergency; to maintain or modify any and all public operations and work requirements entrusted to the Employer to more efficiently and effectively provide services.

Section 2. Non-Waiver

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 4
ACCOUNTABILITY OF SUPERVISORS

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

ARTICLE 5
NON-DISCRIMINATION

Section 1. Prohibition

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

Section 2. Employer's Responsibility

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

Section 3. Union Responsibility

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

ARTICLE 6
DUES DEDUCTIONS

Section 1. Deductions

- A. Employer agrees to deduct Union membership fees and assessments upon receipt of an appropriate written authorization in accordance with the law and procedures of the Comptroller.
- B. Upon receipt by the Employer of written authorization (supplied by the Union) from the employee, contributions to SEIU COPE, or other SEIU-designated entities in an amount specified by the employee on the authorization card shall be deducted by the State in accordance with law and procedures of the Comptroller. The Employer shall continue to make such deductions, except where the authorization is revoked by the employee.

The Employer shall honor employees' individually authorized deductions. Such authorized deductions may only be revoked in accordance with the terms under which an employee voluntarily authorized said deduction. 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 parties will explore the feasibility of a digital voice authorization for dues authorization.

Section 2. Remittance

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

Section 3. Indemnification

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

ARTICLE 7
SENIORITY

Section 1. Definition

Seniority for the purposes stated in this agreement, shall consist of an employee's length of service in the Explosives and Aggregate Division, Blasting and Explosives Unit, Department of Natural Resources. Seniority ties shall be broken by the greater number of the employees' last four (4) digits of his/her social security number.

Section 2. Termination of Seniority

Seniority shall be terminated when an employee:

- A. voluntarily resigns, provided that he/she is not re-employed within four (4) calendar days;
- B. is discharged, provided that should the employee be returned as a result of an appeal, his/her seniority shall be reinstated;
- C. fails to report to work upon recall as provided in Article 15;
- D. is laid off for a period of two (2) years.

ARTICLE 8
HOURS OF WORK

Section 1. Limitation

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

Section 2. Definition

The workweek is defined as a regularly re-occurring period of 168 hours consisting of seven (7) consecutive 24-hour periods. The employee's normal workweek shall consist of 37.5 hours per week of five (5) consecutive work days of seven and one-half (7.5) hours.

Section 3. Work schedules

Where changes in permanent schedules affecting bargaining unit employees are desired by Employer, the Employer shall notify the Union prior to implementation.

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

Section 4. Rest Period

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

Section 5. Meal Period

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

Section 6. Time Sheets

Time sheets shall be reviewed and verified in accordance with agency policy.

Section 7. Use of Time

Sick time shall not be considered hours worked for the purpose of computing overtime.

ARTICLE 9
RATES OF PAY

Section 1. Wage Schedule

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

Section 2. Pay Rates

All bargaining unit employees on active payroll on the date of effectuation shall receive a one (1) time stipend of \$2,500 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.

Effective January 1, 2020, the pay rates for all bargaining unit classifications and steps shall be increased by 1.50% which rates are set out in Schedule A.

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 Schedule A.

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.

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.

Section 3. Direct Deposit

All paychecks for PSA 8X's shall be delivered via direct deposit. In addition, paycheck stubs will be delivered electronically where available.

Section 4. Step Increases

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

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.

ARTICLE 10
PREMIUM PAY

Section 1. Overtime

Employees shall receive straight time compensatory time for hours worked in excess of the normal work week but less than 40 hours. Employees shall receive overtime at the applicable overtime rate for any hours worked in excess of 40 hours in a work week. up to 16 hours in a 24 hour period. For hours worked in excess of 16 hours in a 24 hour period, the employee shall be paid double time.

Section 2. Holidays

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

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

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

Section 3. Holidays- Equivalent Time Off

When a holiday falls on an employee's scheduled day off, or an employee worked on a holiday, equivalent time off shall be granted within the following twelve (12) month period. It shall be granted on the day requested by the employee unless to do so would interfere with the Employer's operations, in which event the employee's next requested day off shall be given or cash paid in lieu thereof.

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

Section 4. Holiday Cash Payment

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

Section 5. Holiday – Advance Notice

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

Section 6. Holiday – During Vacation

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

Section 7. Holiday – Eligibility

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

Section 8. Accumulated Holiday Scheduling

Where the Employer is unable to grant the request from all employees within a position classification for a particular day off in the utilization of an accumulated holiday under this Article, but is able to grant some (one or more) of such employees such day off, an employee (s) within the position classification shall be granted the requested day off on the basis of seniority provided such senior employees (s) has made such request at least two (2) weeks prior to the requested accumulated holiday off. If no prior request was made within the above time limits, such day off shall be granted in accordance with Section 3 of the Article.

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

Section 9. Holiday Observance

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

Section 10. Payment Upon Separation

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

Section 11. Alternate Work Schedules

The parties may, by mutual agreement, negotiate other work schedules in Agency or Local supplemental negotiations.

In lieu of the normal workweek as defined in Article 8 Section 2, an employee may request a rotating workweek of five (5) days in one week and four (4) days in the adjoining workweek. The workweek of four days shall be followed by three (3) consecutive days off or reasonable variation thereof, if the agency determines its own needs may be met by such a requested schedule. Operational needs require a balance of employees on duty such as when an employee on a nine day work schedule is observing a short day or day off associated with being on a nine day schedule. Employees placed on an approved nine day work schedule shall remain on that schedule until the next annual renewal period in accordance with agency practice. Employees may be removed from an approved alternate work schedule for performance reasons.

ARTICLE 11
GRIEVANCE PROCEDURE

Section 1. Definition

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

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

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

Section 2. Grievance Steps

Step 1. Within five (5) working 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 first Supervisor outside the bargaining unit. Only one subject matter shall be covered in any one grievance. The grievance shall contain a clear and concise statement of the facts giving rise to the grievance, the issue involved, the relief sought and specific references to this Agreement when appropriate. Within ten (10) working days of receipt of the grievance, the first Supervisor outside the bargaining unit shall issue a written decision and serve a copy on the grievant and/or on the Union.

Step 2. If dissatisfied with the Step 1 decision, the grievant or the Union may appeal to Step 2 within ten (10) working days of receipt of the Step 1 decision or the date such decision was due, whichever is earlier, by filing a copy of the grievance with the Intermediate Administrator. Failure to file to Step 2 within the prescribed time limits, unless mutually agreed otherwise, shall result in the grievance being resolved pursuant to the Step 1 decision. Within five (5) working days of receipt of the grievance, the Intermediate Administrator shall issue a written decision and serve a copy on the grievant and on the Union.

Step 3. If dissatisfied with the Step 2 decision, the Union may appeal to Step 3 within five (5) working days of receipt of the Step 2 decision or the date such decision was due, whichever is earliest, by filing a copy of the grievance with the Director of the Department of Natural Resources or the Director's designee. Failure to file to Step 3 within the prescribed time limits, unless mutually agreed otherwise, shall result in the grievance

being resolved pursuant to the Step 2 decision. The Director or his/her designee, shall schedule a meeting to discuss the grievance with the Union. Such meeting shall be held within fifteen (15) working days of receipt of the grievance. Within ten (10) working days after such meeting, the Director or his/her designee shall issue a written decision and serve a copy on the Union.

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

- a) Discuss and resolve the grievance; or
- b) Select an arbitrator to hear the grievance and establish, where possible, the hearing date.
- c) Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator. The Employer or the Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses.

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

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

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

arbitrator shall determine what portion each party shall be billed for expenses and fees.

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

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

Section 3. Representation

Employees covered by this Agreement shall be represented only by the Union. Such representation shall be permitted at any and all steps of the procedure. The union representatives shall be from the same region as the employee requesting representation, unless the region does not have a representative, the regional representative is unavailable, or unless mutually agreed otherwise. In any case where an employee represents himself/herself, the final level through which the grievance may be processed by the employee shall be at Step 2. Only one union steward may be present at Step 1, 2, or 3 of the grievance process.

Section 4. Time Limits

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

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

C. Grievances concerning suspensions and layoffs shall be initiated at Step 3 of the grievance procedure.

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

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

Section 5. Time Off

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

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

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

Section 6. Number of Grievances

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

Section 7. Stewards and Jurisdictions

The Union shall designate up to two (2) stewards, in addition to the Union staff, who are bargaining unit members who are authorized to represent employees.

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 (12) month period shall be either arbitrated through the grievance procedure or appealed to the Civil Service Commission.

Section 9. Deferral to the Grievance Procedure

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

ARTICLE 12
DISCIPLINE

Section 1. Definition

Disciplinary action shall include the following:

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

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

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

An employee shall not be demoted for disciplinary reasons, nor shall any employee be transferred for disciplinary reasons.

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

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. Such actions shall not be subject to the grievance procedure, however if suspension pending discharge is replaced by another disciplinary action, written notice will be issued and such action may be subject to the grievance procedure.

Section 3. Pre-Disciplinary Meeting

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

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

Section 4. Notice

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

Section 5. Investigatory Interview

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

Section 6. Removal of Discipline

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

Section 7. Administrative Reassignment

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

Section 8. Polygraphs

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

The employee shall be provided with a copy of the results of the report of that polygraph examination and a copy of the conclusions reached by the examiner within ten (10) days of receipt by the investigating unit or agency.

ARTICLE 13
LEAVES OF ABSENCE

Section 1. Leave for Personal Business

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

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

Section 2. Leaves of Absence Without Pay

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

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

Section 3. Disability Leave

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

B. In granting such leave or use of sick leave provided in Personnel Rule 303.90, the DNR 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 DNR;

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 or the appropriate authority or, in the absence of such authority, the attending physician.

2. An employee is no longer temporarily disabled when he/she is found to be permanently disabled and unable to perform a substantial or significant portion of his/her regularly assigned duties by the appropriate authority, or in the absence of such authority, by the attending physician.

3. In determining whether to approve a requested discharge of an employee for failure

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

E. 1. An employee who returns from a disability leave of six (6) months or less shall be returned by the agency to the same or similar position in the same classification in which the employee was incumbent at the time the leave commenced.

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

Section 4. Employee Rights After Leave

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

Section 5. Failure to Return

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

Section 6. Leave to Take Exempt Position

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

Section 7. Military and Peace Corps Leave

Leaves of absence shall be allowed employees who enter military service or the Peace or Job Corps as provided in Personnel Rules 301.220 and 301.230 and as may be required by law.

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

A. Any full-time employee who is a member of a reserve component of the Armed Services of the United States, including the reserve components of the Armed Services of any state, or who is a member of the National Guard of any State shall be allowed military leave with pay in accordance with the provisions of the Illinois Service Member Employment and Reemployment Rights Act (330 ILCS 61/) to fulfill the military reserve obligation. Such leaves will be granted without loss of seniority or other accrued benefits.

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

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

D. Any full-time employee who is a member of any reserve component of the United States Armed Forces or who is a member of the National Guard of any State 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 in accordance with the provisions of the Illinois Service Member Employment and Reemployment Rights Act (330 ILCS 61/).

Section 9. Leave for Military Physical Examinations

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

Section 10. Attendance in Court

Any employee called for jury duty or subpoenaed by any legislative, judicial, or administrative tribunal, shall be allowed time away from work without loss of pay during his/her working hours for such purposes. An employee subpoenaed by any legislative, judicial or administrative tribunal for non-work related personal litigation shall be granted benefit time, if such time is available or authorized dock time at the employee's choice however, either must be consistent with operational needs. Upon receiving the sum paid

for jury service or witness fee, the employee shall submit the warrant, or its equivalent, to the agency to be returned to the fund in the State Treasury from which the original payroll warrant was drawn. Provided, however, an employee may elect to fulfill such call or subpoena on accrued time off and personal leave and retain the full amount received for such service.

Section 11. Maternity/Paternity Leave

All employees who proved proof of their pregnancy or that of their female partner at least 30 days prior to the expected due date will be eligible for 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 10 weeks of paid maternity/paternity leave which may be taken consecutively or concurrently. No employee will be allowed to take less than a full work week (5 consecutive days). Regardless of the number of pregnancies in a year, no employee shall receive more than 6 10 weeks (30 50 work days) of paid leave under this Section per year. The State shall require proof of the 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 days) of paid leave with a new adoption, with the leave to commence when physical custody of the child has been granted to the member, provided that the member can show that the formal adoption process is underway. In the event the child was in foster care immediately preceding the adoption process the leave will commence once a court order has been issued for permanent placement and the foster parent has been notified of their right to adopt as long as the foster child has not resided in the home for more than three (3) years. The agency personnel office must be notified, and the member must submit proof that the adoption has been initiated. Should both parents be employees they shall each be eligible for 10 weeks of paid maternity/paternity leave which may be taken consecutively or concurrently. Regardless of the number of adoptions in a year no individual shall receive more than 10 weeks (50 work days) of said 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 12. 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 to 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 14
SICK LEAVE AND ILLNESS AND INJURY LEAVE

Section 1. Sick Leave

All employees shall accumulate paid sick leave at the rate of one (1) day for each month's service during their current period of continuous service. Sick leave may be used for illness, disability, or injury of the employee, appointments with doctor, dentist, or other professional medical practitioner, and for not more than 30 days in one (1) calendar year in the event of serious illness, disability, injury, or death of a member of an employee's immediate family or household. For purposes of definition, the "immediate family or household" shall be husband, wife, mother, father, brother, sister, children or any relative or person living in the employee' household from whom the employee has custodial responsibility or where such person is financially and emotionally dependent on the employee and where the presence of the employee is needed. Such days may be used in increments of no less than ½ hour at a time. Supervisors may however, grant employee requests to use sick time in smaller increments of fifteen (15) minutes after a minimum use of one-half (1/2) hour. Evidence of illness, including doctor's statement, may be required where the Employer may have reason to believe that such leave days were not used for the purpose herein set forth. For periods of absence for more than ten (10) consecutive workdays, then employee shall provide verification for such absence in accordance with the provisions of Personnel Rule 303.145. Sick leave may also be used in the event of death of grand relations and parent and child-in-laws. Visit of four (4) days per year to a veterans hospital or clinic 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 his provision and shall retain any unused sick leave or emergency absence leave accumulated prior to the effective date of this Agreement. Sick leave that remains at the time of employee separation or retirement shall be treated in accordance with Personnel Rules and Illinois Legislative Compiled Statues.

Section 3. Advancement of Sick Leave

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

Section 4. Illness or Injury Leave (Non-service)

Employees who have utilized all their accumulated sick leave days and are unable to report to or back to work because of their sickness or injury shall receive a non-service Illness or Injury Leave without pay and may receive additional extension(s) of such leave.

Prior to application for such leave or extension thereof, the employee shall inform the Employer that such condition exists or advise the Employer that such condition is continuing before the expiration of their original leave or an extension thereof and if so requested, take a physical examination given by employer's physician if there is a doubt as to the employee's illness. The employee shall report back to work as soon as physically able. If there is a difference of opinion between employer's physician and the employee's physician as to his/her illness or ability to return to work, Employer may request an examination by another physician (who is not employed by the State). Such examination shall be paid for by Employer.

Section 5. Proof of Illness or Injury Status

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

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

Section 6. Appointments

Whenever possible, medical appointments shall be scheduled during an employee's non-work hours.

Section 7. Resolution of Leave Disputes

In the case of a dispute involving service connected injury or illness, no action shall be taken which is inconsistent with relevant law and/or regulations of the Illinois Workers' Compensation Commission. Such determination shall pertain solely to an employee's right to be placed on or continued on illness or injury leave. For service connected illness or injury leave the right to select the impartial physician shall be between the employee and the Department of Central Management Services.

ARTICLE 15
LAYOFF

Section 1. Application of Layoff

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

The layoff procedures set forth below establish the process by which the Employer shall initiate and conduct a layoff, during which the parties will review and discuss the reasons for the layoff, as well as the rights of persons who may be affected by the layoff

Section 2. General Layoff Procedure

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

Section 3. Re-Employment

When permanent vacancies occur within a position classification, prior to filling such vacancies by any other means, the Employer shall re-employ laid off employees to such position classification pursuant to re-employment. Employees subject to layoff may select two (2) additional re-employment counties in addition to the county of layoff for re-employment.

An employee laid off from work shall retain and accumulate seniority and continuous service during such layoff not to exceed two (2) years. A laid off employee who fails to respond within ten (10) workdays of the re-employment, or upon acceptance fails to be available for work within the time agreed to by Employer which shall not be less than five (5) days, shall forfeit all re-employment rights.

Employee's right to re-employment shall exist for a period of two (2) years from the effective date of layoff.

Section 4. Temporary Layoff

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

Section 5. Transfer in Lieu of Layoff

An employee who is subject to layoff shall be offered all available lateral permanent vacancies, excluding positions with supervisory responsibilities, for which he/she is

qualified within the agency as applicable and seniority permitting. Refusal to accept such offer will not impair the employee's right to re-employment provided in this Article. The parties recognize that promotion is not an option in the layoff process.

Section 6. Notice of Layoff

In the event that the Employer becomes aware of an impending reduction in the work force due to layoff, it will notify the Union thirty (30) days prior to the effective date of layoff, except in emergency situations

ARTICLE 16
VACATIONS

Section 1. Amounts

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

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

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

Section 2. Vacation Time

Vacation time may be taken in whole or in part in increments of not less than ½ hour at a time, and anytime after it is earned. Supervisors may however, grant employee requests to use vacation time in smaller increments of fifteen (15) minutes after a minimum use of one-half (1/2) hour. Vacation time shall not be accumulated for more than 24 months after the end of the calendar year in which it is earned. Vacation time earned shall be computed in workdays. If an employee does not request and take accrued vacation within such twenty-four (24) month period, vacation earned during such calendar year shall be lost. Except that the period of time an employee is on an approved leave of absence pursuant to Article 13, Leaves of Absence, shall not count toward the twenty-four (24) month period.

Section 3. Interrupted Service

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

Section 4. Vacation Scheduling

The Employer, unless emergency needs dictate otherwise, shall not change an employee's vacation once it has been approved. In establishing vacation schedules, the agency shall consider both the employee's preference and the operating needs of the agency. Where the agency, based on operational needs, is unable to grant and schedule the vacation preference for all the employees within a Region or operations unit, but is able to grant some of such (one or more) vacation preferences, such approval shall be on the basis of seniority.

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

Section 5. Vacation Request Action

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

Section 6. Vacation Payment

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

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

ARTICLE 17
TEMPORARY ASSIGNMENT

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

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

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

The Employer agrees to pay the employee the higher rate so set forth above for the full time of such assignment.

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

ARTICLE 18
WORK RULES

Section 1. Definition

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

Section 2. State Officials and Employees Ethics Act

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

Section 3. Light Duty

A light duty policy shall be developed in accordance with this Article.

Section 4. Notice

Newly established work rules or amendments to existing work rules shall be reduced to writing and furnished to the Union and the employees.

ARTICLE 19
CLOTHING AND EQUIPMENT

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

The Employer shall reimburse employees for any losses of personal property incurred as a result of the performance of their official duties.

ARTICLE 20
FILLING OF VACANCIES

Section 1. Policy

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

Section 2. Position

Permanent vacancies shall not be filled until the position has been posted for ten (10 calendar) days by an internet posting. Such posting shall include job description, training and experience requirements, pay, and related information. 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 a leave of absence at the time of the posting is not considered eligible. The employer reserves the right to administer appropriate examinations.

Section 3. Lateral Transfer

Qualified bidders interested in the position must indicate such interest through the appropriate procedure within the 10 calendar day posting period. 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 a leave of absence at the time of the posting is not considered eligible. The Employer reserves the right to require specialized skills, training, experience and other necessary qualifications that have been set forth in the bid notice. When such vacancies are filled from within by qualified bidders it shall be by lateral transfer. Selection shall be made on the basis of seniority from among employees as set forth above, when the more senior employee has relatively equal and ability to perform the work required in the position classification; unless, a non-bargaining unit applicant has demonstrably superior skill and ability to fulfill the needs as determined by the Employer. The parties recognize that positions with supervisory responsibilities shall be excluded from this section.

ARTICLE 21
LEGISLATED BENEFITS

Section 1. Legislated Benefits

During the term of this Agreement, the Employer shall continue in effect and employees shall enjoy the benefits rights and obligations of (a) the group insurance health and life plan applicable to all Illinois State employees pursuant to the provisions of the State Employees Group Insurance Act of 1971 (5 ILCS 375) as amended or superseded; and (b) the retirement program provided in the Illinois Pension Code (40 ILCS 5) as amended or superseded.

Section 2. Pension Contribution

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 or until legislation is amended and supersedes current rates).

ARTICLE 22
GEOGRAPHICAL TRANSFER

In the event of a geographical transfer under Personnel Rule 302.430 is required, seniority as defined in Article 7 shall govern, the most senior employee being given first preference. If no employee wishes to accept such transfer, the least senior employee in the effected position classification shall be required to take such transfer. Employee shall be reimbursed for all reasonable transportation and moving expenses incurred in moving to a new location because of an involuntary permanent geographical transfer.

ARTICLE 23
LABOR MANAGEMENT MEETINGS

Section 1. General

The Employer shall meet with Union representatives and/or staff in labor management meetings on a yearly basis, 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 two (2) weeks in advance of the scheduled dates of the meeting if at all possible. Unless mutually agreed otherwise, the purpose of such meeting shall be 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 subjects of interest to employees of the bargaining unit.
- D. Discussing with the Union changes in non-bargaining conditions of employment contemplated by management which may adversely affect the employees in the bargaining unit

Section 2. Attendance

The Employer shall allow up to two (2) bargaining unit employees to attend the yearly labor management meetings without loss of pay for their normal work hours. Attendance at such meetings shall not be unreasonably denied, but shall not interfere with the agency's operations. Travel expenses associated with these meetings shall be the responsibility of the employee.

Section 3. Statewide Meetings

Statewide meetings between the Employer and the Union shall be conducted on an as needed basis, bargaining unit members (up to two) may attend such statewide meetings without loss of pay for their normal work hours. Such attendance at the statewide meetings shall not be unreasonable denied, but shall not interfere with agency operations. Proposed agendas shall be exchanged between the parties at least two (2) weeks prior to the data of the statewide meeting. Travel expenses associated with these meetings shall be the responsibility of the employee.

ARTICLE 24
UNION RIGHTS

Section 1. Access to State Premises by the Union

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

Section 2. Non-Preferential Treatment

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

Section 3. Information Provided to the Union

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

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

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

Section 4. Leaves to Conduct the Union Business

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

Section 5. Leaves to Attend Union Meetings

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

Section 6. Union Agent of Record

Unless the Union has given written instructions to the contrary, all documents, notices, etc., concerning this Agreement are to be mailed to SEIU, 600 S. 4th Street, Springfield, Illinois, 62703.

ARTICLE 25
TRAINING

Employer and the Union 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. Time spent by an employee in a training program, approved by management and the training coordinator shall be considered work time.

ARTICLE 26
PERSONNEL FILES

Section 1. Number and type

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

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

Section 2. Employee Notification

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

Section 3. Counseling Session Notations

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

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

ARTICLE 27
MISCELLANEOUS

Section 1. Distribution of Contract

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

Section 2. Safety and Health

The Employer shall attempt to provide a safe and healthy place within which employees shall work. Labor management meetings shall be used to review and suggest health and safety measures to be implemented. Additionally, all State of Illinois owned or leased property and vehicles shall be smoke free.

Section 3. Assignment within Classification Specification

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

Section 4. Notification of Leave Balances

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

Section 5. Fitness for Duty

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

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

Section 6. Residency Requirement

For employees hired after the effective date of this Agreement, employees assigned to a District shall reside within the District of assignment.

ARTICLE 28
DRUG TESTING

Policy Statement

To establish written procedures for conducting random and reasonable suspicion urinalysis/toxicology tests of all employees working in the PSA Option 8x classification.

Definitions

(a) **Persons Subject to Testing:** Employees may be tested when reasonable suspicion exists that the employee is under the influence of drugs or alcohol.

(b) **Reasonable Suspicion:** Reasonable suspicion exists if certain objective facts and circumstances warrant rational inferences that a person may be under the influence of alcohol or a banned substance. A second verification by a supervisor, when possible, shall be conducted. Illustrative, but not all-inclusive criteria of reasonable suspicion are (generally, a person under the influence exhibits a combination of such criteria):

(1) A pattern of abnormal conduct or erratic behavior, a marked decline in work performance.

(2) Information provided by reliable and credible sources that is independently corroborated.

(3) Observation, such as direct observation of use and/or physical symptoms of being under the influence of alcohol or a banned substance.

(4) Difficulty walking, slurred speech, needle marks, glazed stare.

Upon completion of the test, the employee shall be transported to his/her residence. Under no circumstances shall an employee suspected of being under the influence of alcohol or using drugs be allowed to leave the work site driving his/her own or an Employer vehicle. The employee shall remain in paid status until the results are received.

Testing for alcohol shall be by evidential breath testing (EBT) and for drugs shall be conducted using urinalysis. Any employee testing positive for alcohol and/or drugs will be disciplined according to the below listed disciplinary guidelines.

Reasonable suspicion shall also be used if applicable to post-accident situations.

- C. **Random Testing:** Random testing will only be applied when all employees who are subject to testing within the Department of Natural Resources are randomly

tested. The process will only be done by placing the Option 8X employees in with all other Department of Natural Resource employees who are subject to random testing.

Standards for Alcohol/Drug Testing

Alcohol Testing

Initial testing for blood alcohol content (BAC) will be required using evidential breath testing (EBT) devices approved by the National Highway Traffic Safety Administration. Confirmatory testing to determine if a person has a prohibited alcohol concentration will be conducted by a second evidential breath test (EBT) no sooner than fifteen (15) minutes after the initial test. A screening test is conducted first. Any result less than 0.04% alcohol concentration is considered a negative test. If the alcohol concentration reaches 0.04% or greater, this is also a positive test and the employee shall be disciplined according to the policy.

Results:

Screening Test

Less than 0.04% = negative

Greater than or equal to 0.04%, confirmation test required.

Confirmation Test

Less than 0.04% = negative

Greater than or equal to 0.04% = violation of the rule.

Drug Testing

Testing for drugs will be conducted using urinalysis. These samples are to be tested by an independent laboratory and shall conform to the procedures specified in the Department of Transportation's guidelines for Federal Workplace drug testing.

Employee Assistance

The Employer fully supports the Employee Assistance Program and encourages employees who have an alcohol problem and/or are using unauthorized banned substances to seek the confidential services of the Employee Assistance Program at their work place. Employees seeking such assistance will not face disciplinary action as long as the request for such assistance is made a day prior to any random or reasonable suspicion testing. The Employee Assistance Program plays an important role by providing employees an opportunity to eliminate alcohol and drug abuse.

Referrals can be made to appropriate treatment and rehabilitative facilities who will follow-up with individuals during his/her rehabilitation period to track his/her progress and encourage successful completion of the program, should treatment be required. All discussions with an EAP referral coordinator will be held in strict confidence. While EAP is normally a voluntary program, anyone testing positive for alcohol abuse under this policy is required to successfully complete a prescribed treatment program.

Disciplinary Action for Positive Test Results

Violations of this policy will be considered "just cause". If, as a result of the investigation and/or disciplinary hearing, just cause is present, discipline shall be imposed as follows (discipline is subject to grievance/arbitration procedure.)

Positive Test for Alcohol

(a) First Offense

Employee will be subject to mandatory enrollment in employee assistance program and an eight-day suspension.

(b) Second Offense

Employee shall be subject to discharge.

Positive Test for Drugs

(a) First Offense

Employee shall be subject to discharge.

EMERGENCY CALL BACK

Employees who are not on duty and are called to report for work outside of their normal scheduled work day for any reason, and advises the employer that they have consumed alcohol or taken medication that they believe could affect their work performance may not be required to return to work. Such declaration will not invoke testing under this policy.

ARTICLE 29
NO STRIKE – NO LOCKOUT PROVISION

Section 1. No Strike

In as much as this Agreement provides machinery for the orderly resolution of disputes which relate to this Agreement by an impartial third party, Employer and the Union recognize their responsibility to provide for uninterrupted services. Therefore, for the duration of this Agreement, the Union 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. The Union acknowledges Employer has the right to deal with any such work action through disciplinary action, including discharge and/or injunctive relief.

B. When Employer notifies the Union by certified mail that any of its members are engaged in such job action, the Union 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.

Section 2. No Lockout

The Employer agrees not to lock out employees during the term of this Agreement.

ARTICLE 30
AUTHORITY OF CONTRACT

Section 1. Partial Invalidity

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

Section 2. Effect of Department of Central Management Services Rules

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

Section 3. Increase or Decrease in Benefits

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

In the event of any decrease in the number of holidays, vacation days, sick days or other non-wage economic benefits the Director shall notify the Union and upon timely request negotiate with the Union over the impact of such reductions.

Section 4. Entire Agreement

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

extension, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Section 5. Emergencies

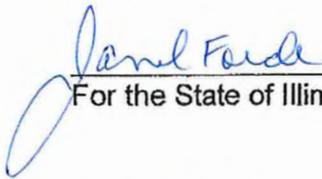
If it is determined that emergency conditions exist; including but not limited to riots, civil disorders, acts of terrorism, government shutdown, tornados or similar catastrophes; the Employer will contact the Union about issues and a likely timeframe. If not wholly unreasonable, the Union shall grant the suspension of appropriate provisions of this Agreement during the time of the declared emergency, provided that wage rates and monetary fringe benefits are not be suspended for those employees who perform work on behalf of the State of Illinois. The parties agree that a declared emergency may be limited to specific geographic areas and/or classifications, in which the suspension of the terms shall apply only to those employees permanently or temporarily assigned to such geographic location and/or classification.

Section 6. Employee Health Insurance Costs

Any employee who is not paid the negotiated wage rate as scheduled in this Agreement shall not be charged any increased cost for health insurance premiums, co-payments, or deductibles provided for in the Agreement during the period he/she is not being paid the negotiated rate established in the wage and salary schedule.

ARTICLE 31
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 more than 180, but not less than 60 days prior to June 30, 2023, or any subsequent June 30, either party gives written notice to the other of its intention to amend or terminate this Agreement. In witness hereof, the parties have hereto set their signature on the day first above written.


For the State of Illinois 

9-4-19
Date


For the Service Employees
International Union, Local 73

8/21/2019
Date

AFFIRMATIVE ATTENDANCE POLICY

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.
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 this Agreement.

Where current practices exist, same day call-in requests for vacation, compensatory, and holiday time shall be made only when it is not possible to request such time in advance and in writing using the appropriate form. When an employee is claiming that it is not possible to

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

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

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

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

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

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

8. Unauthorized absences not called in pursuant to the work rules are 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

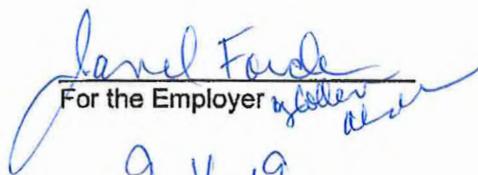
- B. Each day of unauthorized absence shall be considered a separate offense for the purposes of progressive discipline.
- C. Each day of unauthorized absence without a call-in shall be considered as two offenses, and appropriate progressive discipline shall be administered pursuant to Paragraph 8.A. 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 in the Personnel Rule regarding discharge for five (5) consecutive days of unauthorized absence with no call-in (XA).

- 9. 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. Subsequently, and if 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 90 day period and appropriate disciplinary action may 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.
 - 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 two (2) work 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 8.
 - d. Proof status shall be reviewed with the employee after each 90 day period. If the procedural guidelines have been followed by the employee during the 90 day proof status period, the employee shall be given a written notice which cites the specific date when 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 apply for a Leave of Absence or face discipline, unless superseded by law.

- 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 medical 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 within two (2) work days after notification of the-required certification.
10. 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.
11. Employees not covered by an Affirmative Attendance Agreement prior to the effective date of this agreement 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, but shall be no greater than a ten (10) day suspension. 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.
12. 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.
13. This agreement supersedes any other agreement(s) on this issue.


 For the Employer
 Date 9-4-19

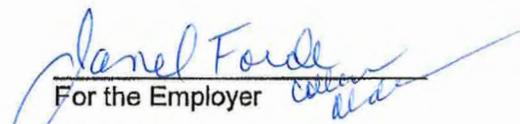

 For the Union
 Date 8/21/19

LIGHT DUTY MOU

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 Union 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 treating 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.
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 treating physician, is not capable of performing full duties, he/she shall continue on light duty with the approval of the treating 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) union 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 except that in agencies with 24 hour facilities, such task force shall be on a facility basis at the request of either party. At the request of either party, a statewide task force comprised of up to three (3) union and three (3) management representatives shall also be established.
6. Prior to assignment on light duty, the union, management, and the employee shall meet to discuss the employee's assignment. Such assignments shall be made within the limitations set by the treating physician.
7. If management desires to change an employee's light duty tasks, it shall again meet with the employee and the union representative to repeat the process herein as set forth in #6.
8. In the case of a dispute between management and the union, the Union and the affected employee retain the right to grieve the assignment.
9. Any change in work schedule (shift or days off) will only be done by agreement with the Union and the Employer.
10. The employee shall receive his/her base rate of pay and benefits consistent with his/her classification.

11. Current practices regarding an employee on light duty being counted or not counted as part of a staffing minimum shall continue.
12. Employees on light duty shall not be in an overtime rotation unit, shall not be mandated to work overtime, and shall not be permitted to volunteer for overtime assignments, unless mutually agreed otherwise at the agency level.
13. The Union may initiate an expedited grievance at the Agency level over any violation of this policy.
14. In no case shall an employee be placed in an area that will pose health or safety risks to the employee or other staff.
15. 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.
16. Light duty assignments shall be temporary in a nature and shall not be considered permanent vacancies.
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.
18. Employees do not waive any rights to Worker's Compensation benefits by participating in the program.



For the Employer
9-4-19

Date



For the Union
8/21/19

Date

Side Letter

2015-2023 CBA Compensation

In the event the Employer voluntarily agrees to give any other bargaining unit under the jurisdiction of the Governor whose members are covered by the Illinois Pension Code or the State's Group Health and Life Plan a general wage increase greater than the increases provided for in this Agreement or gives more favorable treatment for insurance premiums and/or health care plan design, excluding unions opting out of the State's Group Health and Life Plan, in a contract that is negotiated after the effective date of this Agreement and expires on or before June 30, 2023, then such increases and/or favorable insurance treatment shall be afforded to the employees covered by this agreement.

Janet Fude

For the Employer

9-4-19

Date

[Signature]

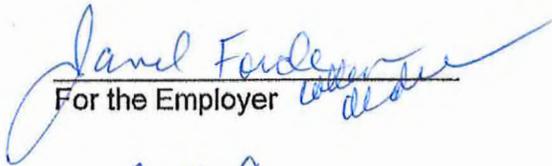
For the Union

7/4/19

Date

Side Letter
DNR Shirts

Two (2) DNR logo shirts will be provided to employees covered by this bargaining unit one (1) time per the duration of this collective bargaining agreement.


For the Employer

9-4-19
Date


For the Union

8/21/19
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.

James Farde
For the Employer *Walter Alder*

9-4-19

Date

PA

For the Union

8/21/19

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.

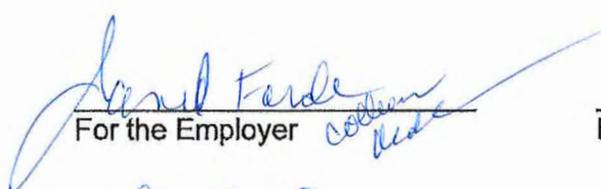
The Court ordered the State to implement of the following relevant principles (excerpted from Doc. No. 6154):

- 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:
 - Numerical ranking of 90-100 would be treated as an A grade
 - Numerical ranking of 80-89 would be treated as a B grade
 - 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 State will no longer be exhausting promotional registers prior to selecting "B" bidders (80-89) after all "A" bidders (90-100) have been exhausted.
- 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.



For the Employer

9-4-19

Date



For the Union

8/21/19

Date

RATES OF PAY - RC-184

Effective July 1, 2014

2.00%

Title Code	Class	Pay Grade	Pay Plan Code	Step										
				1c	1b	1a	1	2	3	4	5	6	7	8
04725	Blasting Specialist	RC-184-21	B	5143	5312	5481	5652	5944	6230	6520	6818	7101	7545	7846
04720	Blasting Expert	RC-184-22	B	5438	5616	5796	5975	6288	6593	6906	7226	7526	7995	8315
04730	Blasting Supervisor	RC-184-23	B	5767	5958	6147	6337	6674	7017	7348	7688	8021	8527	8870

RATES OF PAY - RC-184

Effective July 1, 2019

\$25 for 1c, 1b, 1a

Title Code	Class	Pay Grade	Pay Plan Code	Step										
				1c	1b	1a	1	2	3	4	5	6	7	8
04725	Blasting Specialist	RC-184-21	B	5168	5337	5506	5652	5944	6230	6520	6818	7101	7545	7846
04720	Blasting Expert	RC-184-22	B	5463	5641	5821	5975	6288	6593	6906	7226	7526	7995	8315
04730	Blasting Supervisor	RC-184-23	B	5792	5983	6172	6337	6674	7017	7348	7688	8021	8527	8870

RATES OF PAY - RC-184

Effective January 1, 2020

1.50%

Title Code	Class	Pay Grade	Pay Plan Code	Step										
				1c	1b	1a	1	2	3	4	5	6	7	8
04725	Blasting Specialist	RC-184-21	B	5246	5417	5589	5737	6033	6323	6618	6920	7208	7658	7964
04720	Blasting Expert	RC-184-22	B	5545	5726	5908	6065	6382	6692	7010	7334	7639	8115	8440
04730	Blasting Supervisor	RC-184-23	B	5879	6073	6265	6432	6774	7122	7458	7803	8141	8655	9003

RATES OF PAY - RC-184

Effective July 1, 2020

2.10% + \$25 for 1c, 1b, 1a

Title Code	Class	Pay Grade	Pay Plan Code	Step										
				1c	1b	1a	1	2	3	4	5	6	7	8
04725	Blasting Specialist	RC-184-21	B	5381	5556	5731	5857	6160	6456	6757	7065	7359	7819	8131
04720	Blasting Expert	RC-184-22	B	5686	5871	6057	6192	6516	6833	7157	7488	7799	8285	8617
04730	Blasting Supervisor	RC-184-23	B	6027	6226	6422	6567	6916	7272	7615	7967	8312	8837	9192

RATES OF PAY - RC-184

Effective July 1, 2021

3.95% + \$25 for 1c, 1b, 1a

Title Code	Class	Pay Grade	Pay Plan Code	Step										
				1c	1b	1a	1	2	3	4	5	6	7	8
04725	Blasting Specialist	RC-184-21	B	5619	5800	5982	6088	6403	6711	7024	7344	7650	8128	8452
04720	Blasting Expert	RC-184-22	B	5936	6128	6321	6437	6773	7103	7440	7784	8107	8612	8957
04730	Blasting Supervisor	RC-184-23	B	6290	6497	6701	6826	7189	7559	7916	8282	8640	9186	9555

RATES OF PAY - RC-184

Effective July 1, 2022

3.95%

Title Code	Class	Pay Grade	Pay Plan Code	Step										
				1c	1b	1a	1	2	3	4	5	6	7	8
04725	Blasting Specialist	RC-184-21	B	5841	6029	6218	6328	6656	6976	7301	7634	7952	8449	8786
04720	Blasting Expert	RC-184-22	B	6170	6370	6571	6691	7041	7384	7734	8091	8427	8952	9311
04730	Blasting Supervisor	RC-184-23	B	6538	6754	6966	7096	7473	7858	8229	8609	8981	9549	9932