

APPENDIX C –MEMORANDA OF UNDERSTANDING

Affirmative Attendance Policy.....

Alternate Work Schedules/Telecommuting.....

AFSCME Benefits Trust.....

Bargaining Unit Exclusion Procedure .....

Bierg MOU.....

Bumping of Trainee Employee.....

Call-Back Pay.....

Closure of a Facility.....

Commercial Driver’s License .....

Commercial Driver’s License Drug & Alcohol Testing.....

Data Processing Series.....

Day Care.....

Day Care Feasibility.....

Disaster Service Volunteer Leave.....

Disaster Volunteer Leave – Terrorist Attack.....

Disposition of Cases.....

Exceptions to the 7 ½ Hour Day.....

Fair Share – All Units.....

Flexible Hours, Article XII, Section 12 .....

Governor’s Volunteer Initiative.....

Grace Periods, Late Arrivals, Early Departure.....

Ground Rules for Multi-Agencies Step 3 Grievance Committee.....

Illinois Self-Insured Motor Vehicle Liability Plan.....

Imposition of Discipline.....

Intermittent Conversion (Dept. of Employment Security Only).....

Internet Access to the CMS Job Posting System.....

Labor Pool Side Letter.....

Layoff Plan.....

Layoff – Temporary, Provisional, Emergency Employees (Article XX, Sec.2 (e)) .....

Light Duty.....

Mandatory Overtime MOU.....

New, Merged, or Changed Classification- Salary Grade.....

New Positions Within Split Classification.....

Non-Code Employees.....

Out of State Revenue Auditors and Revenue Auditors Supervisors.....

MOU Between AFSCME Council 31 and IL Dept. of Rev. Out of State Revenue Auditors  
and Revenue Auditors Supervisors.....

Outside Labor Disputes.....

Part-Time Employees.....

Part-time Site Technicians I and II and Natural Resources Tech I and II.....

Past Practice, Increase or Decrease in Fringe Benefits.....

Pension Credits.....

Personal Property Loss.....

Personal Service Contracts.....

Personal Service and Vendor Contracts.....

Position Classification – Promotions.....

Precedent MOU.....

RC-42 Job Bidding.....

Red-Circling, Pay on Promotion.....

Revenue Grievance Committee.....

Revenue Tax Specialist Series.....

Selection 3K Process MOU.....

Selection in Place of Recall List.....

Sick Leave Bank.....

Skill Tests.....

Smoking Policies.....

Social Service Career Trainee Option 2.....

Special Grievances.....

Special Skills Side Letter.....

Supplemental Agreements Arbitration Procedure.....

Supplementary Agreements.....

Supplemental Agreement CMS-AFSCME for Corr. Officer Trainees  
and Youth Supervisor Trainees.....

Tax Exempt Benefits.....

Temporary Assignment to the Generalist Series.....

Trainee Titles.....

Transfer Policy for RC-6 Employees.....

Transfer Policy for RC-9 Employees.....

Union Activities MOU.....

Welfare and Welfare to Work Program – All Units.....

## **AFFIRMATIVE ATTENDANCE POLICY**

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

Where current practices exist, any unauthorized absence which is less than a ½ day will be treated under Article IX of the Master Contract as misuse of time inclusive of all other time related infractions (including late arrival, extended breaks and lunch hours, leaving work without authorization, etc.) as one progressive and corrective disciplinary track. However, such absences shall not be subject to #8 of this agreement.

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

Proper medical certification must contain the following elements:

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

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

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

4. Authorized dock time under these circumstances is limited to five (5) days within a twelve (12) month period, unless approval for more time is granted by the authorizing

supervisor. Employees who have used all allowable authorized dock time shall be informed of their right to apply for an appropriate leave of absence. Employees who have been on proof status within the previous three (3) months shall have no right to authorized dock time.

5. All employees' requests for benefit time usage must be supported by a request for time off form submitted by the employee. In accordance with agency practice, requests for available benefit time other than unscheduled sick leave, emergency personal business and inclement weather situations, shall be made reasonably in advance, in writing, using the proper form. Consideration of such requests shall be in accordance with the Master Agreement.

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

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

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

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

- a. Signature, address, and phone number of the medical practitioner (or authorized designee)

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

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

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

A.

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

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

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

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

9. Discipline will be considered timely and progressive based on a rolling 24-month period. If the last disciplinary action is more than 24 months old, the progression will start over.
10. Employees not covered by an Affirmative Attendance Agreement prior to the effective date of this agreement shall be considered to have committed no offense. Employees, who have discipline under a prior Affirmative Attendance Policy, shall be placed on the closest step of the discipline track for the same offense that does not represent an increase in the level of discipline.
11. The Employer recognizes that personal problems may affect the attendance of employees. Upon request by the local Union president or designee, employees will be afforded a joint Union/Management consultation at the last suspension prior to discharge. The purpose of such consultations will be to provide guidance and counseling to the employee as to the need for their services, the consequences of continued unauthorized absences, the ability of services for problems, specifically including PSP, which may be identified and the ability to request a leave of absence.

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

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

Executed: September 5, 2008

Renewed: July 1, 2012

### **Alternate Work Schedules/Telecommuting**

Upon request of the Union, an agency shall meet to determine which position classifications may be eligible to participate in alternative work schedules (nine-day or four-day work schedules/job sharing) and/or telecommuting. If the agency determines its own needs may appropriately be met by allowing an employee(s) the opportunity to have an alternative work schedule or to telecommute, the Employer shall grant the request(s). Such determination shall not be arbitrary or capricious.

Where more employees request the opportunity to have an alternative work schedule or to telecommute than positions available, the employee who demonstrates the greatest personal need shall have preference. Should these employees display the same or similar personal need(s), it shall be granted to the most senior employee.

Executed: September 5, 2008

Revised: July 1, 2012

## **Memorandum of Understanding AFSCME Benefits Trust**

The Employer shall make payable to the AFSCME Benefits Trust an amount equal to \$35.00 per employee each fiscal year for purposed of administering an EAP program for employees the Union represents.

Such payments to the AFSCME Benefits Trust shall be made based upon the number of employees represented by AFSCME on the payroll as of May 30 of the prior fiscal year and shall be released pursuant to the terms of the vendor contract signed by AFSCME Benefits Trust and the Department of Central Management Services.

The AFSCME Benefits Trust shall certify that state funds are not being used to subsidize benefits for employees of any other employer.

### **Side Letter Bargaining Unit Exclusion Procedure**

The Process enumerated herein exists to allow the Employer and the Union to come to an agreement on changes in the excluded or included status of existing permanent positions, either filled or vacant, within titles covered by the bargaining unit. The parties intend to use this process to avoid litigation before the Illinois Labor Relations Board (ILRB) regarding changes in status of certain positions and regarding status of vacant positions the State is contemplating filling.

1. If the employer intends to exclude a vacant position from the Bargaining Unit, or the Union intends to include a previously excluded position in the Bargaining Unit, the moving party will notify the other party via fax or phone of its intent. The Employer/Union will provide information to the other party, such as the reason for the inclusion/exclusion, the affected Agency involved, the position number, the incumbent (if applicable), the job description, or any other documentation deemed relevant by the parties. The Employer/Union will respond, in writing, as to its position regarding the information within ten (10) working days.
2. If the parties reach an agreement regarding the inclusion or exclusion of a position, a joint unit clarification petition on that position will be filed with the ILRB. The parties shall operate as if the petition has been granted pending certification of the petition.
3. If the parties do not reach agreement and the issue is scheduled for hearing, the parties' representatives shall have further discussions to attempt to reach an agreement. If no agreement can be reached, the hearing will proceed as scheduled.
4. For "split titles" that exist as of the date of this Side Letter, the parties agree to file joint petitions within 90 days of the date of this Side Letter to amend the ILRB certifications so that all positions within said titles are included within the AFSCME

bargaining units, with the exception of those positions specifically identified as excluded.

5. The Parties agree that those individual positions currently excluded from AFSCME bargaining units by existing labor board certifications shall continue to be excluded in the petitions referenced in paragraph four above. Both Parties reserve the right to seek labor board determination to resolve any remaining dispute over positions that are inappropriate for inclusion or exclusion.

Executed: September 22, 2004

Renewed: July 1, 2012

**Memorandum of Understanding  
Between  
AFSCME Council 31  
And  
Central Management Services**

The parties agree that they shall not cite or refer to as precedent State of Illinois Department of Central Management Services, Corrections, and Juvenile Justices, and AFSCME Council 31 (class action facility closure) AFSCME Nos. 2012-07-38775, 2012-07-38876, CMS Arb. No 12-120 (Bierig October 27, 2012).

**BUMPING OF A TRAINEE EMPLOYEE**

The parties agree that during the implementation of Article XX, Section 3 (c) through (h) (bumping), an employee in a trainee position classification within the classification series or an employee in a trainee position classification who has a targeted title to a position within a classification series of an employee subject to layoff shall be included in the bumping process.

Executed: September 5, 2008

Renewed: July 1, 2012

**CALL-BACK PAY**

It is understood by the parties that any employee called back to work outside his/her regularly scheduled shift shall be paid a minimum of 2 hours pay each and every time he or she is required to go out, that is to leave the employee's residence and return to the worksite or area of assignment.

Executed: July 1, 1986

Renewed: July 1, 2012



## **CLOSURE OF A FACILITY**

It is understood by the parties that within sixty (60) days of the Employer's announcement of the closure or conversion of a facility (facility as defined in Definition of Terms d)2)), the parties agree to negotiate over such matters that may impact upon employees covered by this agreement on questions of wages, hours and other conditions of employment.

Executed: July 1, 1986

Renewed: July 1, 2012

## **COMMERCIAL DRIVER'S LICENSE**

Employees may only be required to possess a commercial driver's license if it is required by the classification specification, or if it is a bona fide requirement in the job description. Employees whose position requires possession of a commercial driver's license or who the Employer requires to operate a vehicle requiring a commercial driver's license pursuant to the Commercial Motor Vehicle Safety Act shall be provided reasonable time off without loss of pay to participate in training the employee might need to prepare for passage of the commercial driver's test and to take the test itself. The Employer shall allow the use of an available truck or bus for the driving portion of the initial or renewal of a CDL license at the nearest testing facility to the employee's work site, with supervisory approval. Such use shall be only for an initial or renewal test and not as a result of a failed test.

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

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

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

Employees who are unable to exercise rights under Article XX, Section 3j or 3 k of the Master Agreement shall be terminated and entitled to recall, only if they possess the necessary driver's license, or to a position in which previously certified, for a period not to exceed two years.

It shall be the employees' obligation to inform the Employer that they have received the license.

Executed: July 1, 1991

Revised: September 5, 2008

Renewed: July 1, 2012

## CDL DRUG AND ALCOHOL TESTING

The parties agree in order to protect the safety of employees and the public, the workplace should be free from the risk posed by employees impaired by the abuse of alcohol and controlled substances. While the parties recognize that abuse of alcohol and controlled substances is a treatable illness, employees found to be impaired while on duty shall be subject to discipline.

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

Employees Bidding on Positions Requiring a CDL: An employee covered by the Master Contract who bids on position requiring a CDL shall be subject to the same drug testing procedures as employees currently in a position requiring a CDL. If such an employee tests positive, the employee shall be discharged.

Post-accident: Where the accident involved the loss of human life or the employee received a citation for a moving traffic violation arising from the accident.

Random: Annual testing of safety-sensitive employees for alcohol and controlled substances pursuant to the guidelines utilized by the Federal Department of Transportation.

Reasonable Suspicion: As provided in this Agreement.

Testing Procedures: All testing procedures shall meet no less than the minimum standards established under the U.S. Department of Transportation regulations.

Employee Notification: Employees subject to this Memorandum shall receive a copy of the Memorandum.

Reasonable Suspicion: Reasonable suspicion exists if specific objective facts and circumstances warrant rational inferences that a person may be under the influence of alcohol or a banned substance. Reasonable suspicion may be based upon among other matters:

- a. Observable phenomena such as direct observation of use or the physical symptoms of using or being under the influence of controlled substances such as, but not limited to: slurred speech, direct involvement in a serious accident, or disorientation.
- b. A pattern of abnormal conduct or erratic behavior.
- c. Information provided either by reliable and credible sources or which is independently corroborated.

Positive Test Results: All drug and alcohol test results will be reviewed and interpreted by a Medical Review Officer (MRO). If the laboratory reports a positive result to the MRO, the MRO will contact the employee and will interview the employee to determine if there is an alternative medical explanation for the drugs found in the employee's urine specimen. If the employee provides appropriate documentation and the MRO determines that it is legitimate medical use of the prohibited drug, the drug test result is reported as negative to the Employer. The employee will be required to sign a release of information in the event that a physician must be contacted for clarification or verification.

Nothing precludes an employee from seeking reimbursement costs for a test pursued by the employee which proves the employee was not positive as indicated in the original test.

Confidentiality of Records: Records concerning testing of employees will be maintained confidentially.

Refusal to Test: Refusal to submit to a test, attempts to tamper or adulterate the test, or positive results which cannot be justified will be considered a positive finding.

Discipline: If just cause is established as a result of the predisciplinary meeting, discipline for violations shall be discharge.

Employee Assistance Programs: The Employer and the Union fully support the employee assistance programs and encourage employees to seek the confidential services of AFSCME's PSP program. These programs play an important role by providing employees an opportunity to eliminate illegal drug use. Referral can be made to appropriate treatment and rehabilitative facilities who follow-up with individuals during their rehabilitation period to track their progress and encourage successful completion of the program.

Executed: May 21, 1996

Renewed: July 1, 2012

## **DATA PROCESSING SERIES**

The parties agree that the Master Agreement, Schedule A, Parts III (RC-14) #13 and IV (RC-28) #13 shall read as follows:

Data Processing Operator Trainee	(RC-14)
Data Processing Operator	(RC-14)
* Data Processing Assistant	(RC-14)
* Data Processing Technician Trainee	(RC-28)
Data Processing Technician	(RC-28)
Data Processing Specialist	(RC-28)
Data Processing Administrative Specialist	(RC-28)

It is agreed that vacancies in the Data Processing Technician will be posted for 10 days in accordance with Article XIX, Filling of Vacancies procedures, prior to the hiring of Data Processing Technician Trainees, and that Data Processing Assistants will be considered as having first priority. However, if there are no eligible bidders, nothing in this Memorandum precludes the Employer from filling trainee positions with new hires.

(\*Note: These classes are in the same pay grade. In the event that Data Processing Assistants or Data Processing Operators are selected as Trainees, it is understood that all such transactions shall be processed in accordance with current procedures and contractual provisions.)

Executed: October 9, 1991

Renewed: July 1, 2012

### **DAY CARE**

It is understood by the parties that, subject to all applicable laws, rules and regulations, there shall be an opportunity for eligible employees to obtain at least a portion of their dependent day care costs on a favorable tax basis effective October 1, 1986.

Executed: July 1, 1986

Renewed: July 1, 2012

### **DAY CARE FEASIBILITY**

Upon request, the Employer agrees to conduct daycare feasibility studies in those agencies at each worksite with 50 or more employees.

Effective: July 1, 1994

Renewed: July 1, 2012

### **DISASTER SERVICE VOLUNTEER LEAVE**

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

Executed: November 12, 1991

Renewed: July 1, 2012

**MEMORANDUM OF UNDERSTANDING**  
**Disaster Volunteer Leave – Terrorist Attack**

In order to provide needed volunteer assistance in response to the terrorist attack that occurred on September 11, 2001, any employee, exempt those in temporary, emergency or per diem status, may be granted leave with pay for up to 20 working days in any 12 month period if such leave is requested by the American Red Cross or the Illinois Emergency Management Agency and approved by the employee's agency.

Executed: September 24, 2001

Renewed: July 1, 2012

**Memorandum of Understanding**  
**Between**  
**AFSCME Council 31**  
**And**  
**Central Management Services**

In the administration of Article IX, § 1 (A) and Article V of the Master Agreement, the parties may resolve disciplinary grievances by executing an agreement that is without prejudice or precedence in the disposition of other cases and may not be utilized in any subsequent proceedings except for the enforcement of its terms.

An agreement without prejudice or precedence does not, however, bar the Employer from using its disposition when formulating future discipline concerning the same employee addressed in the agreement.

For Arbitration hearings only, evidence of the discipline arising from the agreement shall be limited to: (1) the settlement agreement; (2) the grievance (if any); and (3) the charge, provided however, that pursuant to Article IX, § 6 (a) of the Master Agreement, the charge must be a clear and concise written statement of the reasons for the discipline.

The decision as to whether a grievance should be resolved with or without precedent and prejudice should be made on a case-by-case basis.

**EXCEPTIONS TO THE 7 1/2 HOUR DAY**

With regard to Section 3 of the Hours of Work Article, all employees currently working an eight hour day will be placed on a 7 1/2 hour day, except the following positions which remain on the eight hour day:

Switchboard Operators I and II at Department of Human Services facilities Chicago-Read, Shapiro, Ludeman, Kiley, Jacksonville, Alton, Murray, Choate, and Department of Human Services'

Jacksonville Visually Impaired and Deaf Schools and Veterans'  
Affairs.

Executed: July 22, 1977

Renewed: July 1, 2012

## **FAIR SHARE - ALL UNITS**

### **Supplemental Agreement Between the State of Illinois and the American Federation of State, County and Municipal Employees, AFL-CIO**

Pursuant to Section 3(g) of the Illinois Public Labor Relations Act effective July 1, 1984, the parties agree that if AFSCME has or attains majority Union membership of those employees covered by the Master Agreement, or receives a majority decision by referendum as set forth below, subsequent to July 1, 1984, the following shall be applicable: Employees covered by this agreement who are not members of the union or do not make application for membership, within fifteen (15) days of employment, shall be required to pay, in lieu of dues, their proportionate share of the cost of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment, but not to exceed the amount of dues uniformly required of members. The proportionate share payment, as certified by the Union pursuant to Section 6(e) of the Illinois Public Labor Relations Act, shall be deducted by the Comptroller from the earnings of the non-member employees and shall be remitted semi-monthly to the Union. Majority status shall be verified by the Comptroller's Office or mutually agreeable means through the calculation of employees making dues deductions as of July 1, 1984, or any time thereafter. If such certification by the Comptroller's Office shows a majority status of bargaining unit employees being Union members, the proportionate share provision shall be implemented during the pay period following such certification.

Should any employee be unable to pay their contribution to the Union based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, such amount equal to their fair share shall be paid to a non-religious charitable organization mutually agreed upon by the employee affected and the Union. If the Union and employee are unable to agree on the matter, such payment shall be made to a charitable organization from an approved list of charitable organizations established by the Illinois State Labor Relations Board. The employee shall, on a monthly basis, furnish a written receipt to the Union that such payment has been made.

If majority of employees covered by the Master Agreement are not Union members, the exclusive bargaining agent may request a referendum of bargaining unit employees to determine whether or not the proportionate share provision shall apply to non-Union members. The referendum will be conducted within sixty (60) days of the Union's request by the American Arbitration Association. Such election shall be conducted by secret mail ballot and any cost associated with the process shall be assumed by the exclusive bargaining agent. If it is determined by the normal and standardized ballot and election procedures established by AAA that a majority of valid votes cast favor the proportionate share provision, such provision shall be implemented in the pay period following the certification of election results. Such

proportionate share provision shall remain in effect for the duration of the Agreement. If the majority of valid votes cast do not favor the proportionate share provision, such provision shall not be implemented and the exclusive bargaining agent is precluded from requesting another election within one year of the certification of election results. The question on the ballot shall be "Shall the employees in this bargaining unit who are not members of the exclusive bargaining agent, AFSCME, pay a proportionate share of the cost of the collective bargaining process, contract administration, and pursuing matters affecting wages, hours and conditions of employment?"

For purposes of determining majority membership, or eligibility to vote in an election, the count or voter list will be based on those employees on the payroll in the most recent pay period.

The parties shall request the Comptroller to provide to the Union a monthly computer tape for all bargaining units listing each employee and the amount deducted for dues or fair share fees.

#### Union Orientation (Bargaining Units Without Fair Share Only)

a) By mutual arrangement regarding time and place with the Employer, the Union shall be allowed to orient, educate and update each employee for up to one (1) hour during the term of the contract for the purpose of informing employees of their rights and obligations under this collective bargaining agreement, and without loss of pay for the employees involved. Such attendance by employees shall be on a voluntary basis. New hires shall be included in such orientation during the first week of their orientation or training.

b) The Employer shall inform the Union of all such hirings and the Union shall inform the Employer of the Union representative who will carry out the Union orientation.

Executed: December 12, 1984

Renewed: July 1, 2012

### **FLEXIBLE HOURS ARTICLE XII, SECTION 12**

In interpreting the Flexible Hours provision the parties recognize as precedent Arbitrator Witney's ruling in 14-151-84 that "The employee's right to flextime must be balanced against the work requirements of the Employer. Full consideration of the establishment, adjustment or discontinuation of flextime must be given to both elements of the equation. Such determinations must be made on a case-by-case basis in the light of the evidence which bears upon the issue. Should the evidence demonstrate that flextime interferes with the work requirements of the Employer, an employee is not entitled to flexible hours despite whatever compelling reasons an employee offers to obtain the benefit. On the other hand, where the designation of a flextime position does not conflict with the work requirements or operating needs of the Employer, the employee is entitled to a flexible hours schedule." (Pursuant to P.A. 79-558)

Executed: July 1, 1986

Renewed: July 1, 2012

## **GOVERNOR'S VOLUNTEER INITIATIVE**

Programs under the Governor's Volunteer Initiative will be viewed as supplemental to, not a replacement for, bargaining unit work. Specifically, programs will not be directed to displacing currently employed staff, reducing hours, reducing the level of funding for personal services that would otherwise be made available for non-volunteer work or reduction in the customary level of services provided by employees.

Such programs may be maintained in which volunteers are doing bargaining unit work except when:

- a. a bargaining unit position normally performing such tasks is vacant within the appropriate organizational unit and there are sufficient unreserved funds in personal services available, or the Agency has legally determined that other funds are available that can be utilized to pay employee(s) in a vacant position.
- b. a bargaining unit employee qualified to perform such tasks is on layoff within the organizational unit and there are sufficient unreserved personal services funds available or the Agency has legally determined that other funds are available that can be utilized within such unit to pay employee(s).

If funds are not available and volunteers are utilized, in the following fiscal year the Agency shall make every effort to secure funds to fill the vacant position(s) and/or recall the laid off employees if it wishes to continue the utilization of said volunteers. The Agency will keep the Union informed of the efforts being made to secure funds to fill the vacant position(s) and/or recall the laid off employees.

Notice of each volunteer program under the Initiative will be made to AFSCME Council 31, identifying the work locations and summarizing the type of tasks to be performed.

Executed: April 29, 1993

Renewed: July 1, 2012

## **GRACE PERIODS, LATE ARRIVALS, EARLY DEPARTURE**

1. All past practices in the Department of Health Care and Family Services concerning all grace periods regarding tardiness and all past practices regarding the three times tardy per month and excused early departure leave shall cease effective December 31, 1984.
2. The Employer will establish policies and/or criteria relating to above matters that will be consistent with similar programs of other State agencies.



3. The new policies will be applied in a uniform, objective, non-arbitrary and non-capricious way.
4. The Employer agrees that violations of the new policies will solicit supervisory responses which give due consideration to mitigating circumstances, if they exist and other related factors.
5. Employees whose attendance stayed within the parameters of the previous guidelines will start with a clean slate with regard to the above-referenced matters.

Executed: December 12, 1984

Revised: July 1, 2012

### **GROUND RULES FOR MULTI-AGENCIES AFSCME STEP 3 GRIEVANCE COMMITTEE**

1. To orderly facilitate the disposition of grievances on each monthly Step 3 agenda, the parties agree to conduct the Step 3 committee meetings in a manner that is supportive of the Statement of Principle in Article V of the Master Collective Bargaining Agreement.
2. The monthly meetings shall be scheduled pursuant to Article V, Section 2, Step 3. Each session shall begin at 9:00 a.m. and end at 5:00 p.m. at a mutually agreed location.
3. The parties agree there shall be one spokesperson for the Employer and one spokesperson for the Union. However, either party may call upon a member of their respective teams on an as needed basis.
4. The Agency shall send to Central Management Services all third level grievances received from the Union each month. Central Management Services will prepare the master agenda which shall then be sent to the Union ten (10) working days prior to the scheduled meeting. The Union shall return such draft with additions and modifications five (5) working days prior to the meeting. A grievance will not appear on the third level agenda unless a signed and dated grievance has been presented to the Agency Head or designee. The Employer reserves the right to raise the issue of timeliness pursuant to Article V.
5. Grievance resolutions shall be signed by the parties at the meeting using an agreed upon form, unless the parties mutually agree otherwise.
6. Travel and attendance at the meeting shall be pursuant to Article V, Section 2, Step 3. The Employer reserves the right to require sign-in sheets to verify attendance.

Executed: July 1, 2000

Renewed: July 1, 2012

## **ILLINOIS SELF-INSURED MOTOR VEHICLE LIABILITY PLAN**

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

Executed: July 1, 2000

Renewed: July 1, 2012

### **Memorandum of Understanding Between AFSCME Council 31 And Central Management Services**

The parties agree that, per Article IX, § 1 of the Master Agreement, "[d]iscipline shall be imposed as soon as possible after the Employer is aware of the event or action giving rise to the discipline and has a reasonable period of time to investigate the matter. . . ."

The parties further agree that the three part test set forth in AFSCME Council 31 and State of Ill., Dep't of Mental Health (Cleo Newman Discipline), AFSCME No. 94-09-12935, CMS Arb. No. 2321 (Nielsen 1995), is appropriate for applying Article 9, § 1.

1. whether the lapse in time, on its face indicates that the State did not impose discipline "as soon as possible;"
2. whether the delay may be reasonably explained; and
3. whether the delay, if reasonably explained, either so impeded the grievant's ability to mount a defense, or otherwise prejudiced the Grievant that the State should be barred from imposing discipline.

Id. at 31.

### **INTERMITTENT CONVERSION DEPARTMENT OF EMPLOYMENT SECURITY ONLY ARTICLE 20, SECTION 5**

Employees shall be permitted to convert to an Intermittent title in lieu of layoff, provided the employee has been previously certified in the classification series of the Intermittent title.

Those employees who choose to convert to intermittent status to avoid layoff shall retain recall rights to their former position classification.

(RC-62 Only)

An intermittent employee with a minimum of 13,650 hours of continuous service who is non-scheduled for two (2) consecutive pay periods shall be permanently assigned, upon request, to any other cost center in his/her region where work is available and a less senior intermittent is scheduled. Such transaction will not require posting. This option may only be exercised once in a federal fiscal year (October 1 through September 30). Such employee shall, however, be entitled to return to the cost center assignment held immediately prior to exercising this option at any time during the federal fiscal year.

Renewed: July 1, 1997

Renewed: July 1, 2012

#### **INTERNET ACCESS TO THE CMS JOB POSTING SYSTEM**

The Employer will provide the Union with a link to the CMS Job Posting System on the Union's website ([www.afscme31.org](http://www.afscme31.org)).

Executed: July 1, 2004

Renewed: July 1, 2012

#### **Side Letter Labor Pool**

The parties agree to establish a committee to discuss the feasibility of a labor pool of bargaining unit employees. Such committee shall meet no later than November 1, 2013 with the goal of determining whether it is feasible to establish a pool by July 1, 2014.

Executed: July 1, 2012

#### **LAYOFF PLAN**

No layoff plan shall be established which results in the positioning of a non-bargaining unit employee for a vacant position which otherwise would subsequently have been available to a bargaining unit employee on layoff, or targeted for layoff pursuant to Article 20, Sections 3 and 4.

Executed: July 1, 1994

Renewed: July 1, 2012

**LAYOFF**  
**TEMPORARY, PROVISIONAL, EMERGENCY EMPLOYEE-**  
**ARTICLE XX, SECTION 2 (e)**

The parties agree that the intent of Article XX, Section 2 (e), Layoff - General Procedures, is that temporary, provisional, and emergency employees, inside or outside the organizational unit but in the work location, in the same position classification as an employee subject to layoff or in a position classification performing substantially similar duties as set forth in the laid off employee's position description, shall be terminated non-certified only if a certified or probationary employee subject to layoff elects to and is qualified to perform the duties of a temporary, provisional or emergency employee. The certified or probationary employee shall perform the duties for the remainder of the temporary, provisional or emergency appointment. Upon completion of that time frame, such employee may be considered laid off and shall have recall rights as set forth in Article XX, Section 4, Recall.

This procedure, if applicable, shall take place upon completion of the process set forth in Article XX, Section 3, Bumping and Transfer in Lieu of Layoff and shall not be applicable to employee(s) who have exercised his/her rights under Article XX, Section 3, Bumping and Transfer in Lieu of Layoff (i.e. employees who bump or select a vacancy).

In the event there are additional temporary, emergency or provisional appointments remaining within the agency beyond that provided herein, the parties shall meet to discuss additional opportunities for placement in the remaining appointment(s) performing same or similar duties for the employee(s) subject to layoff which shall be implemented upon mutual agreement.

Executed: July 1, 2004

Revised: September 5, 2008

Revised: July 1, 2012

**LIGHT DUTY**

Agencies (The Departments of Corrections, Juvenile Justice, Human Services, Natural Resources, Veterans Affairs and the Illinois State Police) who have light duty policies in effect July 1, 2008 shall have such policies and practices continue, and such policies and practices shall not be affected by the policies set forth herein. Agencies without existing light duty policies, or policies which do not extend to all its employees, or to non-service connected illness or injury shall be governed by the policy set forth below.

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 as set forth in Article XIX.
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.  
Executed: September 5, 2008  
Renewed: July 1, 2012

**Mandatory Overtime Memorandum of Understanding  
DOC, DJJ, DHS and DVA Facilities**

The parties agree that mandatory overtime should be the exception and not the norm of State operations and that employees shall not be disciplined for refusing a mandation to work overtime hours unless such mandation occurs in unforeseen or unusual circumstances beyond the control of the Employer, including unexpected absences discovered at the commencement of a shift. The elimination of mandatory overtime as a norm in state facility operations shall not compromise security in youth centers and prisons, or resident/veteran to staff ratios in DHS or DVA facilities.

Accordingly, no mandatory posts in DOC or DJJ shall be eliminated (including conversions from mandatory to "mandatory as needed") nor shall any staff ratios (other than a reduction based upon resident/veteran's acuity needs) in DHS or DVA facilities be reduced prior to notification and, upon request by the Union, a meeting between the parties concerning the reasons for the proposed changes.

Pursuant to paragraph one above, this MOU shall not otherwise alter overtime procedures, nor shall there be a diminution of the number of employees permitted to take days off on any shift at any facility.

In the event there is a material expansion of beds operated by a Department, the parties shall meet to discuss its impact on this Agreement and determine whether additional staff is needed.

The Employer shall provide to the Union the following most recent available information for each facility in DOC, DHS, DJJ, and DVA, on the 15<sup>th</sup> of each month:

1. number of inmates/juveniles
2. number of residents
3. number of frontline staff
4. number of overtime hours worked, including number of overtime hours worked by each individual working overtime
5. number of mandatory overtime hours worked

Revised: July 1, 2012

### **NEW, MERGED, OR CHANGED CLASSIFICATION- SALARY GRADE**

If after good faith impact bargaining, the parties are unable to reach agreement on the proper pay grade for a new, merged, or changed classification, the reasonableness of the proposed salary grade shall be arbitrated pursuant to Article XXVI, Section 8.

Executed: July 1, 2000

Renewed: July 1, 2012

### **NEW POSITIONS WITHIN A SPLIT CLASSIFICATION**

On those instances where a new position is created and it is within a classification title that is part of a split classification, i.e., some employees are determined to be included and others excluded, the following procedure will be implemented:

- The Employer shall promptly notify the Union when it intends to create a new position within a split classification.
- The parties will meet as soon as possible after the position has been established to determine if the position should be included or excluded from the bargaining unit and to jointly stipulate that agreement to the State Labor Relations Board.
- If included, the new position shall be posted pursuant to Article XIX of the Master Agreement.
- If the Employer and the Union are not able to agree on the inclusion of a new position within a split classification, the Union may file a representation petition pursuant to the Illinois Public Labor Relations Act.
- In the event the parties were unable to agree on the inclusion of a new position within a split classification and if the State

Labor Relations Board subsequently determines that the position should be included in the bargaining unit, such position shall be subject to the provisions of the Contract at the time it is determined, by the State Labor Relations Board to be included in the bargaining unit.

Renewed: July 1, 2012

## **NON-CODE EMPLOYEES**

Positions exempt or partially exempt from the Personnel Code due to the scientific, technical or engineering nature of the duties or as set forth in the Illinois Horse Racing Act of 1975 (230 ILCS 5 et. seq.), as determined by statute, that are included in a classification covered by the Master Collective Bargaining Agreement shall be subject to the provisions of the Master Agreement.

It is understood that for the purpose of Filling of Vacancies and Layoff non-code employees shall have no contractual rights to code positions and code employees shall have no contractual rights to non-code positions. Therefore, the Filling of Vacancies and Layoff language shall be applied to non-code employees separate and apart from code employees within the affected agency.

However for Layoff purposes only, a non-code employee shall be allowed to bump into a previously certified code position or a code position in a lower title in a previous certified series. A non-code employee shall be offered a vacant code position for which he/she is qualified and eligible to avoid layoff in his/her employing agency pursuant to Article XX, Section 3 (j) or any other agency pursuant to Article XX, Section 3 (k). Such employee must meet the minimum qualifications for the vacancy as determined by the Department of Central Management Services. For the period a non-code employee is in laid off status and on a recall list, a non-code employee shall request to the Department of Central Management Services that he/she have rights to bid on code positions pursuant to the Intra-Agency Transfer on Recall as set forth in Article XIX provided the employee receives an "A or B" open competitive grade for the classification for which the vacancy exists as determined by the Department of Central Management Services. Such requests shall not be unreasonably denied. The non-code employee shall serve the appropriate probationary period or established trainee program period pursuant to the appropriate trainee agreement.

It is understood that all references made in the Master Agreement regarding the Personnel Rules and the Pay Plan are inapplicable to exempt scientific, technical and engineering employees, and the Agreement shall be read as if the references were to the employing agency's rules and or regulations.

Each agency may negotiate a separate Supplemental Agreement to address other issues specific to non-code employees covered by the Master Agreement.

Executed: July 1, 2004

Revised: July 1, 2012



**Memorandum of Understanding  
Between  
AFSCME Council 31 & Illinois Dept. of Revenue**

**Out of State Revenue Auditors and Revenue Auditor Supervisors**

This agreement supersedes any prior MOU on Out of State - Revenue Auditor Trainee RC-062-15, Revenue Auditor I RC-062-21, Revenue Auditor II RC-062-24, Revenue Auditor III RC-062-26, Revenue Computer Audit Specialist RC-062-27, and Revenue Audit Supervisor RC-062-29 (collectively hereinafter "Out Of State Auditors") rate of pay.

1. Effective July 1, 2010 Out Of State Auditors shall be allotted the higher rate of pay if:
  - a. They live in California; or
  - b. Fifty percent (50%) or more of their work is within a two-hundred (200) mile radius of the Paramus N.J. Illinois Department of Revenue office; or
  - c. Fifty percent (50%) or more of their work is within the District of Columbia.

Management reserves its right to assign work and determine the percentage of work of Out Of State Auditors for purposes of applying this agreement. Work assigned by union supervisors which may have the effect of bringing any Out Of State Auditors under this memorandum of understanding must be with management's clear and unequivocal agreement to include such employee in the higher rate of pay. Absent such a clear and unequivocal approval from management such assignments shall not be considered in determining eligibility for the higher rate of pay. Any disputes about the application of this MOU applying to a specific employee may be reviewed with management on a case by case basis.

These provisions shall not apply to employees hired after April 1, 2013.

Revised: July 1, 2012

**OUT OF STATE REVENUE AUDITORS AND REVENUE AUDITOR SUPERVISORS**

Effective July 1, 2009, the higher rate allotted to those employees living in California or New Jersey shall be allotted to those employees living or working in California or New Jersey.

These provisions shall not apply to employees hired after April 1, 2013.

Executed: September 5, 2008

Revised: July 1, 2012

**OUTSIDE LABOR DISPUTES**

If there is a threatened or actual labor dispute at a non-State facility, upon request of the Union, the Union and the Employer shall meet within twenty-four (24) hours of the request for the purpose of attempting to resolve issues relating to the labor dispute. Communication to State employees that may be affected by said labor dispute shall be coordinated by the Department of

Central Management Services and shall be discussed with the Union prior to communicating with the employees.

Executed: September 5, 2008

Renewed: July 1, 2012

## **PART-TIME EMPLOYEES**

A. Except as set forth below there shall be separate lines of bumping for full-time and part-time employees.

Full-time employees may bump part-time employees, seniority permitting, pursuant to Article XX of the Master Contract. Part-time may not bump full-time employees to avoid layoff. Full-time employees may not bump part-time employees and part-time employees may not bump full-time employees to change shifts, or for any other purpose that bumping is permitted under the master or supplemental agreements.

It is understood that the practice of grouping employees by classification for purposes of layoff (irrespective of part-time or full-time status) shall continue.

A full-time employee recalled to a part-time position may, at the employee's option, accept or refuse such assignment and remain on the recall list for a full-time position.

A part-time employee recalled to a full-time position may, at the employee option, accept or refuse such assignment and remain on the recall list for a part-time position.

For the purpose of filling of vacancies, the parties agree that in cases when the posted vacancy is for a full-time position, the priorities listed in Article XIX Section 2 shall be applied first to any full-time bidder and then to any part-time bidder.

A part-time employee who is selected for a full-time position shall have his/her seniority pro-rated at the time he/she becomes a full-time employee based on the percentage of hours the employee was scheduled to work at the time of selection. However, a part-time employee who is selected for a full-time position and returns to a part-time position, shall have his/her seniority date revert to the date held prior to becoming a full-time employee.

A part-time employee who is laid off shall have his/her seniority pro-rated at the time of lay off based on the percentage of hours the employee was scheduled to work at the time of the lay off.

B. Notwithstanding any other provision of the Master Agreement, part-time employees shall be paid at the rate of one and one-half times the employee's straight time hourly rate for all time worked in excess of the normal work day or work week for like full-time employees.

Such payment shall be cash or compensatory time in accordance with the provisions of the Master Agreement.

Executed: July 1, 1994

Renewed: July 1, 2012

***Part-time Site Technicians I and II, Natural Resources Technician I and II and Clerical Employees at the Department of Natural Resources  
Side Letter***

Site Technician I and II positions where the employees work more than 50% shall be converted to full-time positions.

Effective July 1, 2009, Natural Resources Technician I and II positions where the employees work more than 50% shall be converted to full-time positions.

All clerical staff (RC-14) employed by the Department of Natural Resources where the employees work more than 50% shall be converted to full-time positions, unless the employee chooses otherwise.

Executed: July 1, 2004

Revised: July 1, 2012

**PAST PRACTICE, INCREASE OR DECREASE IN FRINGE BENEFITS  
ALL UNITS  
REGARDING ARTICLE XXXIV, SECTION 3**

The parties hereby agree that no change in past practice with regard to an increase or decrease in fringe benefits enjoyed by employees shall take place without the mutual agreement of the Department of Central Management Services and the Union, except as provided for in Article XXXIV, Section 3.

Executed: December 12, 1984

Renewed: July 1, 2012

**PENSION CREDITS**

An individual who represents or is employed as an officer or employee of a statewide labor organization that represents members of the State Employees Retirement System may participate in the State Employees Retirement System and shall be deemed an employee, provided that (1) the individual has previously earned creditable service under Article 14 of the Pension Code, (2) the individual files with the State Employees Retirement System an irrevocable election to become a participant, and (3) the individual does not receive credit for that employment under any other section of the Pension Code. Such employee is responsible for paying to the State Employees Retirement System both (i) employee contributions based on the actual compensation received for service with the labor organization and (ii) employer contributions based on the percentage of payroll certified by the Board; all or any part of these contributions may be paid on the employee's behalf or picked up for tax purposes (if authorized under federal law) by the

labor organization. A person who is an employee as described in this side letter may establish service credit for similar employment prior to becoming an employee as described herein by paying to the State Employees Retirement System for that employment the contributions specified in this side letter, plus interest at the effective rate from the date of service to the date of payment. However, credit shall not be granted pursuant to this side letter for any such prior employment for which the applicant received credit under any other provision of the Pension Code, or during which the applicant was on a leave of absence.

By paying the required contributions, plus an amount determined by the Board to be equal to the Employer's normal cost of the benefit plus interest, an employee who was laid off but returned to State employment under circumstances in which the employee is considered to have been in continuous service for purposes of determining seniority may establish creditable service for the period of the layoff, provided that (1) the applicant does not receive credit for that period under any other provision of the Pension Code, (2) at the time of the layoff, the applicant had attained certified status under the rules of the Department of Central Management Services, and (3) the total amount of creditable service established by the applicant under this paragraph does not exceed three (3) years. For service established as provided herein, the required employee contribution shall be based on the rate of compensation earned by the employee on the date of returning to employment after the layoff and the contribution rate then in effect, and the required interest shall be calculated from the date of returning to employment after the layoff to the date of payment.

Executed: July 1, 2004

Renewed: July 1, 2012

### **PERSONAL PROPERTY LOSS**

The Employer shall promptly pay a properly verified claim of personal property loss under Article XXV, Section 5, and in the event no line item exists to satisfy such claim, the Employer shall budget and legislatively seek an appropriation. Further, to the extent practicable, the Employer shall expedite processing and approval of all valid, current pending or future claims before the Illinois Court of Claims.

Executed: December 12, 1984

Renewed: July 1, 2012

### **PERSONAL SERVICE CONTRACTS**

1. The Employer shall not employ, or cause to be employed through a firm or agency as a subterfuge to this agreement, individuals through the use of personal service contracts when the services performed under such contracts are within the scope of bargaining unit work. The Employer maintains the right to subcontract (which shall include subcontracts with employment services vendors) pursuant to Article XXIX of the Master Collective Bargaining Agreement.

2. Notwithstanding the above, the Employer may contract for personal services for a position with an individual or an agency (1) for a non-renewable period not to exceed 60 days to meet the emergency situations consistent with the conditions of section 8b.8 of the Personnel Code, or (2) for a period not to exceed 6 months out of any 12 month period which is determined to be temporary or seasonal consistent with the conditions of section 8b.9 of the Personnel Code, or (3) for a period not to exceed 6 months out of any 12 month period where there is no appropriate eligible list available consistent with the conditions of section 8b.10 of the Personnel Code.
3. The Union shall be provided with notice within ten (10) business days of entering into of all such contracts and on a monthly basis. Such notice shall include, at a minimum, the following information: the name of the individual; position classification he/she shall be occupying; the rate of pay; the dates of the contract; the employing department; a description of the work to be performed; and the location of the work.
4. Any contract entered into by the Employer on or after June 30, 1993 inconsistent with this Agreement shall be terminated within 45 days.
5. Notwithstanding paragraph 2 above, if the Employer desires to extend the time period for any contract, it shall notify the Union in writing, at least 14 calendar days before its termination of its desire and the reasons therefore. In addition to the original term, with the Union's concurrence, such contracts may be renewed for a period not to exceed 90 days to meet emergency situations consistent with section 8b.8 of the Personnel Code, for a period not to exceed 6 months out of any 12 month period which is determined to be temporary or seasonal consistent with section 8b.9 of the Personnel Code and for a period not to exceed 6 months out of any 12 month period when there is no appropriate eligible list available consistent with section 8b.10 of the Personnel Code.
6. The Employer may not utilize consecutive contracts for the same position except as provided above.
7. Nothing in this Memorandum prohibits the Employer from entering into personal service contracts for specialized professional or technical services which otherwise could not reasonably be provided by employees.
8. Nothing in this Memorandum of Agreement prohibits the Employer from entering into personal services contracts for time limited projects for up to 12 months, renewable for an additional 12 months, to meet certain agency mandates for which specific funds are dedicated.
9. The Union shall receive notice of any time limited projects set forth in paragraph 8 and their duration. Additionally, the Union shall be notified of any personal service contracts entered into as a result of paragraphs 7 and 8 above prior to their execution.

Executed: June 4, 1993

Revised: July 1, 2012

## **PERSONAL SERVICE AND VENDOR CONTRACTS**

In order to establish an understanding between the parties with respect to continued implementation of the Personal Service Contract Memorandum of Understanding (PSC MOU) and provide a framework for the resolution of current and future issues and disputes between the parties regarding the PSC MOU in light of the decision of Arbitrator Terry Bethel on certain aspects of the PSC MOU, the parties have entered into this Side Letter. In so doing, the Union recognizes the Employer's continued right to utilize Personal Service Contracts pursuant to and in accordance with the Personal Service Contracts Memorandum of Understanding and the Employer's continued right to subcontract under Article XXIX of the Master Collective Bargaining Agreement. Similarly, the Employer recognizes the Union's continued interest in preserving and protecting the scope and work of its bargaining units. In recognition of the parties' interests set forth above, the parties agree as follows:

1. The Employer shall, no later than December 31, 2004, prepare and present to the Union, a strategic plan and schedule for all agencies under the Governor's Office to address the use of personal service contracts (or vendor contracts that would be prohibited if performed by employees under personal service contracts) that are, arguably, pursuant to the Bethel award, in violation of the PSC MOU and/or the Master Collective Bargaining Agreement.
2. Where the parties agree that there is a violation to be remedied, or otherwise mutually agree in the absence of acknowledgement of a violation, that a mutually acceptable resolution is desirable, the parties shall work together achieve a remedy, resolution and/or settlement, including but not limited to phasing in remedial measures over time, establishing new positions and/or other approaches. The Employer agrees to make reasonable efforts to terminate such personal service and vendor contracts that are in violation of the PSC MOU or the Master Agreement as soon as feasible, but no later than December 31, 2005. Should the Employer determine that the work previously performed by said contractual employees should continue to be performed, the Employer shall either assign the work to bargaining unit employees, or if the Employer determines that the additional headcount is necessary, increase the bargaining unit headcount.
3. Nothing herein shall prevent the Union from asserting its rights to enforce the PSC MOU and Master Agreement, including the right to seek appropriate remedies.

Executed: July 1, 2004

Renewed: July 1, 2012

## **POSITION CLASSIFICATION - PROMOTIONS**

1. When an employee bids for a promotional opportunity, is selected, assigned and is performing the duties of the higher rated position classification, he/she shall be paid at the higher rate of pay, whether or not training is required.

2. Mental Health Technicians I satisfactorily completing one (1) year as such and qualified to perform the work of the Mental Health Technician II position shall be promoted thereto and shall receive training currently required therefor at any time, but as promptly as possible after training becomes available.
3. LPN I's satisfactorily completing one (1) year as such and qualified to perform the work of the LPN II position shall be promoted thereto, except those employees hired and working as LPN I's prior to or about August 1, 1976 shall be required to work only six (6) months to be eligible for promotion.
4. Direct and immediate supervision and assignment of Support Workers normally shall be the duty and responsibility of Support Service Worker Supervisor position classifications, except for completing Department of Central Management Services Form 201-R, which shall be the duty of a non-bargaining unit employee.
5. The function and responsibility of charge are duties normally exclusive to the Mental Health Technician IV position classification, where such classification is utilized.
6. The function and responsibility of relief charge (i.e., performing charge duties on the scheduled days off of the regular charge) are duties normally exclusive to the Mental Health Technician III and IV position classifications, where such classification is utilized.
7. Counting and distribution of medications to patients shall be the duty of those position classifications not proscribed by law or legal interpretation from doing so.

Executed: January 4, 1977

Renewed: July 1, 2012

**Memorandum of Understanding  
Between  
AFSCME Council 31  
And  
Central Management Services**

The parties agree that they shall not cite, or refer to, as precedents: (1) State of Ill., Dep'ts of Cent. Mgmt. Serv. & Human Serv. and AFSCME Council 31 (Caroline Jones Discipline), AFSCME No. 10-10-36424, CMS Arb. No. 6103 (Zipp 2011); and (2) Ill. Dep't of Human Serv. and AFSCME Council 31 (Renee Thornton Discipline), AFSCME No. 11-03-37039, CMS Arb. No. 6159 (Stanton 2011).

## **RC-42 JOB BIDDING**

Employees in the Departments of Historic Preservation and Natural Resources in the RC-42 bargaining unit will be considered along with other employees who bid pursuant to Article XIX, Section 5 for the following RC-28 class series:

1. Natural Resources Technician I  
Natural Resources Technician II
2. Site Technician I  
Site Technician II  
Ranger  
Senior Ranger

Executed: October 9, 1991

Renewed: July 1, 2012

## **RED-CIRCLING, PAY ON PROMOTIONS**

Employees whose salaries are frozen and/or red-circled, who subsequently are placed into another position classification or pay grade, shall be placed at the pay level in their new classification as if they had moved from the original classification and pay grade directly to the most recent classification and pay grade, but in any event shall be placed at a rate no less than their original frozen and/or red-circled rate.

In the event an employee accepts a voluntary reduction to a trainee classification with an in-hire rate, the employee shall receive the higher amount of either the in-hire rate or the red-circled rate.

Upon completion of a trainee period, a red-circled employee (who voluntarily reduced to a trainee position) who promotes to a targeted title shall be placed on a step that results in a minimum one dollar increase based on the difference between the two steps, which the red-circled rate is between, added to the red-circled rate.

Executed: July 1, 1989

Revised: September 5, 2008

Renewed: July 1, 2012

## **Side Letter Department of Revenue**

The Department of Revenue shall be placed in Committee II of the Multi Agencies for one year. After that year, the parties shall meet to discuss the Department of Revenue's continued involvement in the Multi Agency Committee. If the parties mutually agree, a separate Revenue Committee may be established. Prior to the first meeting of the Multi Agency committee, the Department of Revenue and AFSCME Council 31 shall meet to discuss the confidentiality matters to ensure compliance with State and Federal Tax Laws and Regulations.



**MEMORANDUM OF UNDERSTANDING**  
**REVENUE TAX SPECIALIST SERIES**

The parties agree to modify the above referenced Memorandum of Understanding dated April 8, 1996 by the following:

11. Upward Mobility Program:

- A. Those Revenue employees who were certificated in one of the former titles (Tax Examiner Trainee, Tax Analyst I or Tax Analyst II) with direct tax experience shall be placed on the Upward Mobility Program eligibility list for the Revenue Tax Specialist Trainee title.
- B. Employees without direct tax experience who were certificated in one of the former titles (Tax Examiner Trainee, Tax Analyst I or Tax Analyst II) shall be allowed one opportunity to take the examination for the Revenue Tax Specialist Trainee title in order to qualify for placement on the Upward Mobility list for that title.
- C. To qualify for the Revenue Tax Specialist Trainee title, under the Upward Mobility Program, an employee must meet one of the following:
  - 1) Credential – A related bachelor’s degree (Accounting, Finance, Economics, Statistics, or Business Administration).
  - 2) Certificate – An unrelated bachelor’s degree and passing the test for the classification.
  - 3) Certificate – Six (6) years of tax-related experience and passing the test for the classification.

An employee may qualify under (3), above with a combination of years of related college and years of tax-related experience. One year of college equals one and one-half years of experience. In addition, a RC-14 or a RC-28 employee of the Illinois Department of Revenue with at least eight (8) years of Illinois Department of Revenue experience will automatically be deemed eligible to take the Revenue Tax Specialist Trainee test to qualify for the Trainee position.

The test is targeted to be ready on May 1, 1996, the same date as the new series.

- D. For selection purposes under the Upward Mobility Program, employees who qualify under (C), above, shall be selected in the following order with employees on one list irrespective of how they qualified:
  - 1) Department of Revenue employees who bid, in seniority order.
  - 2) Employees from other agencies in seniority order.

Executed: July 1, 2004

Renewed: July 1, 2012

**ARTICLE XX, SECTION 3(k) PROCESS  
MEMORANDUM OF UNDERSTANDING**

1. Effective July 1, 2010, State agencies providing notice to employees pursuant to Article XX, Section 3(b) of their rights under Article XX, Section 3(c)-(j), shall also provide notice of an employee's right to recall or transfer on layoff provided in Article XIX, Section 2, A(b), Section 2, B(b) and Section 2, C(b) and Article XX, Section 3(k) to impacted employees. Prior to July 1, 2010, the Union may raise the issue of notice in impact bargaining.
2. As soon as practicable after an agency notifies CMS it has completed its employee layoff meetings and CMS has had an opportunity to review and approve the agency's layoff plan and to verify that there are employees eligible for an Inter-agency Transfer on Layoff pursuant to Article XX, Section 3(k), but in no event later than 30 days prior to the effective date of the layoff, except in emergency situations as referenced in Article XX, Section 3(1), CMS shall instruct all agencies to submit a list of available, funded vacancies that the agencies intend to fill. The parties agree that if it is more than 30 days prior to the effective date of the layoff, it may not be practicable for CMS to instruct all agencies to submit a list of available, funded vacancies until all agencies processing a layoff have completed their layoff meetings and have had their layoffs reviewed and approved by CMS.
3. The parties recognize that there may be reasons beyond the control of the Employer, or other legitimate reasons, which cause the effective date of the layoff to be postponed. Should such circumstances arise, nothing herein shall prohibit the Employer from rescinding its instructions to all agencies as referenced in paragraph #2 above if those instructions are no longer practicable for operational need, provided however that once the Employer has established a new effective date, it shall comply with the provisions of paragraph #2, unless modified by the mutual agreement of the parties. It is further recognized that when the effective date has been postponed for reasons beyond the control of the Employer, the Employer may comply with paragraph #2 by instructing agencies as soon as practicable to submit a list of available funded vacancies that the agencies intend to fill.
4. Nothing in this agreement prohibits the parties from meeting and discussing ways to minimize the number of vacancies affected by paragraph #2, such as identifying a more limited pool of vacancies to be subject to paragraph.

**SELECTION IN PLACE OF RECALL LIST**

Where a selection has been made for a vacancy by means other than recall, and the formal written employment commitment and/or the transaction has been processed, such selection shall be implemented if a recall list is newly established for the classification within 30 calendar days following the selection, and did not exist at the time of the employment commitment.

Executed: December 12, 1984

Renewed: July 1, 2012

## **SICK LEAVE BANK**

- 1) The definition of immediate family shall be husband, wife, children, mother, father, or any person living in the employee's household for whom the employee has custodial responsibility or where such person is financially and emotionally dependent on the employee and where the presence of the employee is needed.
- 2) The definition of catastrophic or severe illness or injury shall be as follows: Sick Leave Banks are intended to cover temporarily disabled or incapacitated employees or members of the immediate family as defined herein and who are temporarily disabled or incapacitated due to, but not limited to, cancer, heart disease or stroke or with a serious illness or injury which would result in an employee missing more than 25 work days. Employees who have returned to work and have been treated for an illness or injury that meets the above definition shall also be allowed access to the Sick Leave Bank. Documentation of such illness or injury shall be consistent with applicable rules and/or contractual provisions.
- 3) Employees may use 25 work days from the Sick Leave Bank per twelve (12) month period.
- 4) A participating employee must be a full-time employee with a minimum of 6 months service and who has exhausted all available benefit time.
- 5) Employees must have a minimum of 5 days of accumulated sick time on the books to enroll in the Sick Leave Bank and must have donated at least 1 day of sick leave to become a member, however, an employee may donate additional days as desired at the time of enrollment or any time thereafter.
- 6) Employees may voluntarily enroll at any time pursuant to #4 and #5 above but must wait 60 calendar days thereafter before utilizing the sick leave bank.
- 7) Each agency shall establish a single bank for all agency employees. A review committee shall be established at Central Management Services to determine employee eligibility pursuant to the guidelines established herein. For claims from employees under a Collective Bargaining Agreement the committee shall consist of 1 agency representative, 1 union representative and 1 CMS representative. For claims from non-bargaining unit employees the committee shall consist of 1 agency representative and 2 CMS representatives. Any decision made herein shall be final and binding.
- 8) The Union shall be provided a copy of the forms used for determination for all claims within ten work days of the date that the determination is made.
- 9) Employee injuries and illnesses being compensated under the Workers' Compensation Act or Workers' Occupational Diseases Act shall not be eligible for Sick Leave Bank use.
- 10) Participating employees who transfer from one Agency to another shall thereby transfer their participation in the Sick Leave Bank.

- 11) Any employee shall not be eligible to withdraw the sick leave time he or she has contributed to the pool.
- 12) Abuse of the use of the sick leave bank should be investigated by the Agency and the Department and upon a finding of wrongdoing on the part of a participating employee, that employee shall repay all sick leave days drawn from the Sick Leave Bank and shall be subject to other disciplinary action. Information regarding the alleged misuse of the Sick Leave Bank shall be provided to the Union members of the Committee prior to the initiation of any action against the employee.
- 13) Upon termination, retirement, or death, neither a participating employee nor the participating employee's estate shall be entitled to payment for unused sick leave acquired from the Sick Leave Bank.
- 14) An agency which has less than twenty-five (25) days in its Sick Leave Bank shall post notice at all worksites and publicize the method of donating to the Sick Leave Bank by other appropriate means.
- 15) Either party may request a review of this policy and any changes shall be subject to negotiations and mutual agreement of the parties.

Executed: May 7, 1992

Revised: September 5, 2008

Renewed: July 1, 2012

### **SKILLS TESTS**

For the term of the Agreement, the Employer agrees where skill tests beyond the CMS-100B, such as clerical skill tests, are required to qualify for promotions, certified employees may take these tests during working hours with pay within the provisions of the 1977-9 contracts, not to exceed one work day per contract year in increments of not less than one-half (1/2) day at a time, or additional time if provided in Agency practices in effect as of July 1, 1977. The employee shall provide reasonable notice, and such leave shall not unreasonably be denied.

Executed: November 10, 1980

Renewed: July 1, 2012

### **SMOKING POLICIES**

This Agreement establishes a framework for the negotiation of smoking policies in Supplemental Agreements between the parties pursuant to Article XXV, Section 3 of the Master Agreement.

1. By prior agreement, the parties recognize the value to employees of smoking cessation programs and the treatment reimbursement through health insurance. The Agency shall give due consideration to providing the cost for cessation programs for employees who are participating. However, no Supplemental Agreement or policies shall contain provisions to compel smokers to quit. Such programs shall be by voluntary participation.

2. The parties are committed to identifying and working to eliminate unhealthy working conditions which may exist given due consideration to the nature and requirements of the respective work locations. This commitment includes minimizing the harmful effects that smoking produces.

3. The designation of smoking areas, if any, will be resolved at the work site level within a given Agency respecting the preference of both non-smokers and smokers, through discussions between the Employer and the Union. The following guidelines will be applied:

In accordance with the Illinois Smoke Free Act, the parties agree, that effective January 1, 2008:

(a) Smoking is prohibited in all State of Illinois facilities, buildings, or other structures and vehicles in accordance with the Illinois Smoke Free Act.

(b) In the event that provisions contained in the Supplemental Agreements conflict the Illinois Smoke Free Act, such provisions shall not enforceable.

(c) Supplemental Agreements shall be reopened, upon request, for the limited purpose of negotiating over the impact of the Act on any existing provisions of the Supplemental Agreement.

4. In those situations where inadequate ventilation in designated smoking areas cause smoke pollution detrimental to the health of employees, the Employer shall explore ventilation solutions and implement such where feasible and within agency budgetary limitations.

5. Once a Smoking Policy Agreement has been established, it must be approved by CMS and AFSCME Council 31 to insure compliance with this policy and the Master Agreement.

Revised: September 5, 2008

Renewed: July 1, 2012

## **SOCIAL SERVICE CAREER TRAINEE, OPTION 2**

In an effort to address the Department of Human Services' difficulties in the recruitment and hiring of Social Service Career Trainees, bilingual option, the Department of Central Management Services and AFSCME Council 31 agree to the following exceptions to the above referenced title as an addendum to the Memorandum of Understanding entitled Trainee Titles:

Should a Social Service Career Trainee (bilingual option) be posted and there are no qualified bidders, the Department of Human Services reserves the right to select an individual by the following means:

1. The individual will be selected from the Social Services Career Trainee list with the appropriate bilingual option.

2. The individual prior to being selected will be informed that this trainee position will require the employee to return to school for the purposes of receiving his/her master's degree.
3. The targeted title for the Social Service Career Trainee will be Rehabilitation Counselor.
4. Once the Social Service Career Trainee is selected, no further posting will be required of DHS to move the Social Service Career Trainee to a Rehabilitation Counselor position.
5. The Department of Human Services agrees to pay for the individual course work to obtain the master's degree, subject to the availability of funds.
6. Appropriate time off will be given to the trainee consistent with time off procedures currently in practice by DHS.
7. The trainee must complete all course work within a time period not to exceed 48 months.
8. DHS reserves the right to terminate a trainee appointment at any time, with no right to appeal. Reasons for termination may include, but not be limited to the following:
  - a) Trainee drops out of the master's degree program;
  - b) Failure to maintain the minimum grade point average required by the graduate school;
  - c) Employee job performance as a Social Service Career Trainee, including but not limited to, time abuse, unprofessional conduct and failure to perform job duties;
  - d) The employee has not obtained a master's degree within the 48 month time limit.
9. The individual selected agrees to remain with DHS for a period of two (2) years after the completion of the master's degree program. Should the individual resign during this period, he/she will be responsible for reimbursement for the course work paid by DHS.

This agreement does not preclude the trainee from taking course work to achieve the referenced master's degree through either the Upward Mobility Program or the Department of Human Services Tuition Reimbursement Program.

Renewed: July 1, 2012

## **SPECIAL GRIEVANCES**

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

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

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

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

- 2) Position Reclassifications

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

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

- 3) New Classifications

Disputes regarding the salary placement of new classifications pursuant to Article XXVI, Section 8, New Classifications, may be moved to arbitration by the Union after ninety (90) days from the date the Illinois State Labor Relations Board certifies the Union as the certified bargaining representative of the classification.

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

4) Schedule Changes

Schedule change disputes pursuant to Article XII, Section 19, Supplementary Agreements, may be moved to arbitration by either party after ninety (90) days from the first date of negotiations. Nothing herein shall prohibit the parties from mutually agreeing to advance to arbitration prior to the completion of ninety (90) days. The parties agree to make every effort to schedule the dispute for an arbitration hearing within sixty (60) days of when it is advanced to arbitration. The parties agree that the arbitrator selected to hear the dispute will provide a written decision to the parties within two (2) weeks following conclusion of the arbitration hearing. Such decision need not contain the arbitrator's complete rationale, but may merely uphold or deny the grievance with the accompanying remedy, if applicable. A complete decision will be furnished to the parties within thirty (30) days of the close of the record. Briefs may be filed at the request of either party.

5) Upward Mobility

The parties agree that grievances filed pertaining to Article XV, Section 8 shall be filed directly to the 3<sup>rd</sup> level with the agency that posted the vacancy.

6) Special Grievances Procedure

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



3. The parties agree that briefs shall not be filed unless absolutely essential and then only with mutual consent of the parties. If briefs are filed, they shall be submitted within five (5) days following the arbitration hearing. The arbitrator shall then have two (2) weeks from the date the briefs are filed to render his/her decision.
4. If there are no pending discharge or suspension grievances, the parties agree to submit other disciplinary grievances or other mutually agreeable contract interpretation grievances to the arbitrator in order to utilize the scheduled days reserved for the parties by the panel of arbitration.

7) Individual Employee Grievance Filing

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

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

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

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

Executed: December 4, 1984

Revised: July 1, 2012

#### SIDE LETTER

The parties agree that below listed classifications shall be subject to specialized skills in accordance with Article XVIII, Section 2 and Article XIX, Section 2, and will be so designated in Schedule A.

Accountant Supervisor  
Human Resources Specialist  
Technical Specialist (CDB)  
Chief Steward (Racing Board)  
Steward (Racing Board)

Alternate Steward (Racing Board)  
Executed: July 1, 2012

## **SUPPLEMENTAL AGREEMENTS ARBITRATION PROCEDURE**

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

Executed: September 5, 1997

Renewed: July 1, 2012

## **SUPPLEMENTARY AGREEMENTS**

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

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

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

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

Agency negotiations shall include:

- (a) Definition of work location for all personnel transactions as covered by the contract.
- (b) Provision of aids and appliances for employees with disabilities and reimbursement.
- (c) Seniority roster and transactions report.
- (d) Flex time.
- (e) Four-day workweek.
- (f) Special joint committees.
- (g) Educational leave with regards to numbers and policy.
- (h) Job assignment rights upon return from leave of absence.
- (i) Smoking policies.
- (j) Travel policies.
- (k) Electronic Union bulletin boards
- (l) Notice for job descriptions of abolished positions
- (m) Shift assignment after returning from leave (RC-9 Only)
- (n) Cellular Phones (DCFS Only)
- (o) Grooming Standards.
- (p) Reasonable suspicion testing procedures.

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

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

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

Any supplemental that remains unsettled ninety (90) days from the first meeting shall be subject to negotiations between AFSCME Council 31 and Central Management Services. Nothing herein shall prohibit the parties from mutually agreeing to advance to arbitration prior to the completion of ninety (90) days. Upon a request to negotiate, the parties shall meet within fifteen (15) days to commence negotiations. In the event that negotiations remain unsettled thirty (30)

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

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

Once a settlement has been reached, either by mutual agreement or via arbitration, two completed copies must be signed by both parties and must be submitted to the Department of Central Management Services and to AFSCME Council 31 within thirty (30) days of agreement.

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

Executed: July 1, 1986,

Revised: July 1, 2012

**SUPPLEMENTAL AGREEMENT**  
**between**  
**DEPARTMENT OF CENTRAL MANAGEMENT SERVICES**  
**and**  
**AFSCME**  
**for**  
**CORRECTIONAL OFFICER TRAINEES**  
**and**  
**YOUTH SUPERVISOR TRAINEES**

Pursuant to the decision of the Illinois State Labor Relations Board in Case No. S-UC-36, the employer agrees to recognize the classification of Correctional Officer Trainee and Youth Supervisor Trainee for inclusion in the RC-6-OCB bargaining unit and under the provisions of the RC-6 collective bargaining agreement except as amended in this supplemental agreement.

The parties agree that employees hired as Correctional Officer/Youth Supervisor Trainee shall remain in such status for twelve (12) weeks of continuous service. During this period these employees shall have no right to:

1. Utilize the grievance procedure in the event of discipline, discharge or demotion, except those employees who hold certified status during their most recent period of continuous service.
2. Be appointed as a union steward or representative, original appointment only.
3. Article XII, Section 1 with the exception of payment at the rate of one and one-half time the employee's straight time hourly rates for hours worked in excess of forty (40) hours in any workweek while at the assigned institution.

4. Utilize the grievance procedure for claims of temporary assignment pay as outlined in Article XIV of the collective bargaining agreement.
5. Exercise the bidding and bumping provisions outlined in Article XIX.
6. Exercise the rights enumerated in Article XX of the collective bargaining agreement in case of layoff, except trainee employees shall have rights as set forth in Article XX, Section 4, however, such rights shall be limited to the employing agency at the time he/she was terminated non-certified. Such reappointment list shall be maintained by the agency. Upon reappointment, such trainee may be subject to additional training which shall not exceed the maximum program length set forth in this Memorandum of Understanding.
7. Liquidate accumulated vacation or request leaves of absence as outlined in Article XXIII with exception of Section 15, Sick Leave.

The parties further agree that employees in the title of Correctional Officer/Youth Supervisor Trainee shall commence their six (6) month probationary period upon assignment to an institution following successful completion of their academy training. Employees will remain in training status for twelve (12) weeks of continuous service and will be certified four and a half months from the effective date of their appointment to Correctional Officer/Youth Supervisor II. Any wage increase due will commence after the expiration of such period.

Employees selected for the Correctional Officer/Youth Supervisor Trainee position under the direct hire program from another bargaining unit covered under the Master Agreement between the State of Illinois and AFSCME shall have the rights of return to his/her former position classification as enumerated in Article XIX, Section 5A(7). Employees will continue to receive first consideration for entry into trainee programs pursuant to Article XXVIII, Section 3.

Renewed: July 1, 2012

### **TAX EXEMPT BENEFITS**

The purpose of this Memorandum of Understanding is to provide eligible employees a means of obtaining benefits coverage on a favorable tax basis.

Effective October 15, 1985 the Employer will establish a plan for eligible employees that will qualify as tax exempt certain of their premiums for employee and dependent health, life, and dental (if available) insurance.

Statutory Authority: P.A. 84-167, effective August 16, 1985 and Section 125 of the Internal Revenue Code (26 U.S.C. 125)

Renewed: July 1, 2012

### **TEMPORARY ASSIGNMENT TO THE GENERALIST SERIES RC-9, RC-62 AND RC-63**

An employee, who is temporarily assigned to and subsequently selected for a position within the Generalist Series and who does not possess the training certificate to meet the qualification

requirements for the higher position is to be given training, where training in that classification is provided pursuant to facility practice, and pay under the temporary pay provisions of Article XIV, providing the affected employee continues to perform the duties and responsibilities of the higher position while undergoing formal training to obtain the certificate. If, after obtaining the certificate, the employee is still unable to qualify for the higher position, due to lack of experience, the employee is to be assigned duties appropriate for the position classification to which currently assigned and paid accordingly.

Executed: December 12, 1984

Renewed: July 1, 2012

### **TRAINEE TITLES**

The Employer recognizes AFSCME Council 31 as the exclusive bargaining representative for the employees in the attached list of classifications and who are targeted for or to be promoted to bargaining unit positions. Employees in these titles shall be subject to the provisions of the master collective bargaining agreement except as amended in this supplemental.

During this period these employees shall have no right to:

1. Utilize the grievance procedure in the event of discipline, discharge or demotion, except those employees who held certified status during their most recent period of continuous service.
2. Be appointed as a union steward or representative, original appointment only.
3. Liquidate accumulated vacation or request leaves of absence as outlined in Article XXIII with exception of Section 15, Sick Leave, except that Trainees may utilize vacation pursuant to Article X, Section 1, upon the completion of 6 months service.
4. Exercise the bidding and bumping provisions outlined in Article XIX, with the understanding that Article XIX, Section 2, D, is in full force and effect for the filling of vacancies upon the completion of the Trainee period.
5. Vacant Trainee positions (attached) will not be posted or subject to the bidding procedures outlined in Article XIX. The Employer agrees to post an informational notice to employees concerning the filling of future Trainee vacancies.
6. Exercise the rights enumerated in Article XX of the collective bargaining agreement in case of layoff, except trainee employees shall have rights as set forth in Article XX, Section 4, however, such rights shall be limited to the employing agency at the time he/she was terminated non-certified. Such reappointment list shall be maintained by the agency. Upon reappointment, such trainee may be subject to additional training which shall not exceed the maximum program length set forth in this Memorandum of Understanding.
7. Based on the understanding that Trainees will not be misassigned, utilize the grievance procedure for claims of temporary assignment pay as outlined in Article XIV of the collective bargaining agreement.

The parties agree that employees hired in the attached list of classifications shall remain in such status for a period not to exceed the designated maximum program listed. Upon satisfactory

completion of the designated training period or less, the employees will be promoted and serve a four (4) month probationary period in the targeted bargaining unit position.

Under any provision of the contract, employees shall not transfer to another position and/or work location unless such transfer is compatible with the training program. Trainees will be subject to working work schedules as the trainee program and past practice require.

The Employer may change the shifts and days off of the *Telecommunicator Trainee* and *Clerical Trainee* with 24 hours of notice in order to fulfill training needs.

The current practice regarding the *Life Sciences Career Trainee* special skills options will not be modified or affected by this Memorandum of Understanding.

Executed: March 6, 2002

Revised: September 5, 2008

Revised: July 1, 2012

(\*) See Title Specific Memorandum of Understanding

Number	Class Title	Max. Prog. Length	Barg. Unit
1	Accounting and Fiscal Administration Career Trainee	12 Mos.	RC-062
2	Actuarial Examiner Trainee	12 Mos.	RC-062
3	Administrative Services Worker Trainee	12 Mos.	RC-014
4	Behavioral Analyst Associate	12 Mos.	RC-062
5	Capital Program Analyst Trainee	36 Mos.	RC-062
6	Carnival and Amusement Safety Inspector Trainee	12 Mos.	RC-062
7	Child Support Specialist Trainee	12 Mos.	RC-062
8	Children and Family Service Intern, Option 1	24 Mos.	RC-062
9	Children and Family Service Intern, Option 2	24 Mos.	RC-062
10	Clerical Trainee	12 Mos.	RC-014
11	Clinical Laboratory Technologist Trainee	12 Mos.	RC-062
12	Clinical Psychology Associate	48 Mos.	RC-063
13	Computer Information Consultant Trainee	12 Mos.	RC-062
14	Computer Systems Software Specialist Trainee	12 Mos.	RC-062
15	Correctional Officer Trainee ( *)	12 Weeks	RC-006
16	Criminal Justice Specialist Trainee	12 Mos.	RC-062
17	Data Processing Operator Trainee	12 Mos.	RC-014
18	Data Processing Technician Trainee	12 Mos.	RC-028
19	Disability Claims Adjudicator Trainee	18 Mos.	RC-062
20	Energy and Natural Resources Specialist Trainee	12 Mos.	RC-062
21	Financial Institutions Examiner Trainee	12 Mos.	RC-062
22	Forensic Scientist Trainee	*36 Mos.	RC-062
23	Geographic Information Trainee	12 Mos.	RC-063
24	Graduate Pharmacist	12 Mos.	RC-063
25	Health and Safety Officer Trainee	12 Mos.	RC-062
26	Hearing and Speech Associate	24 Mos.	RC-063
27	Human Services Grants Coordinator Trainee	12 Mos.	RC-062

28	Industrial Services Consultant Trainee	12 Mos.	RC-062
29	Industrial Services Hygienist Trainee	12 Mos.	RC-062
30	Information Services Intern	24 Mos.	RC-063
31	Insurance Analyst Trainee	12 Mos.	RC-014
32	Insurance Company Financial Examiner Trainee	12 Mos.	RC-062
33	Juvenile Justice Specialist Intern	12 Mos.	RC-006
34	Life Sciences Career Trainee	12 Mos.	RC-062
35	Manpower Planner Trainee	12 Mos.	RC-062
36	Mental Health Specialist Trainee	12 Mos.	RC-062
37	Mental Health Technician Trainee 1	12 Mos.	RC-009
38	Methods and Procedures Career Associate Trainee	12 Mos.	RC-062
39	Network Control Center Technician Trainee	12 Mos.	RC-062
40	Program Integrity Auditor Trainee	12 Mos.	RC-062
41	Project Manager Trainee	36 Mos.	RC-062
42	Psychologist Associate	12 Mos.	RC-063
43	Public Aid Investigator Trainee	12 Mos.	RC-062
44	Public Health Program Specialist Trainee	12 Mos.	RC-062
45	Public Safety Inspector Trainee	12 Mos.	RC-062
46	Rehabilitation Counselor Trainee	12 Mos.	RC-062
47	Rehabilitation/Mobility Instructor Trainee	12 Mos.	RC-063
48	Residential Care Worker Trainee	12 Mos.	RC-009
49	Revenue Auditor Trainee	12 Mos.	RC-062
50	Revenue Collection Officer Trainee	12 Mos.	RC-062
51	Revenue Special Agent Trainee	12 Mos.	RC-062
52	Revenue Tax Specialist Trainee	12 Mos.	RC-062
53	Security Therapy Aide Trainee	12 Mos.	RC-009
54	Social Service Aide Trainee	36 Mos.	RC-006
55	Social Services Career Trainee – <b>Option 1</b>	12 Mos.	RC-062
56	Social Services Career Trainee ( <i>* Option 2</i> )	48 Mos.	RC-062
57	Technical Specialist Trainee	36 Mos.	RC-062
58	Telecommunicator Trainee	12 Mos.	RC-014
59	Terrorism Research Specialist Trainee	12 Mos.	RC-062
60	Weatherization Specialist Trainee	12 Mos.	RC-062

\*Forensic Scientist Trainees hired after the effective date of this agreement shall be informed of the discipline for which they are being hired and the length of the initial training period which is stipulated in the MOU dated April 19, 2011 between the Illinois State Police and AFSCME Council 31. Such employees shall remain in trainee status for a period not to exceed the designated initial training period, unless mutually agreed to extend such trainee period.

### **TRANSFER POLICY FOR RC-6 EMPLOYEES**

An RC-6 employee who has at least eighteen (18) months seniority and desires to transfer to the same or lower position classification in the same classification series, an equal or lower position in a classification in which an employee was previously certified, or a position



lower in the series in which an employee was previously certified, and for which he/she is qualified at a different work location (including employees desiring to transfer from the Correctional Officer series to the Youth Supervisor series, and vice versa) shall file a request for transfer form with the Agency Personnel Office. The Agency Personnel Office shall send copies of the transfer request form to the personnel liaison(s) responsible for handling personnel transactions for both the employee's current institution and the institution the employee indicates he/she wishes to transfer to. Such request for transfer will be effective twenty-four (24) months from the date received in the Agency Personnel Office.

The following parameters are agreed to between AFSCME Council 31, the Department of Corrections, and the Department of Central Management Services:

1. During each contract year, no more than 5% of the RC-6 employees in an institution may exercise this right.
2. When an employee transfers from an institution, no other employee in the same position classification will be allowed to transfer from that institution, unless operational needs permit, until the transferred employee's position is filled.

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

3. An institution will not be required to fill more than 33 1/3% of the approved vacancies per contract year via employees transferring from one work location to another pursuant to this Agreement.

When vacancies are approved to be filled and a transfer agreement is on file, the first and second vacancies shall be filled by the institution's normal process consistent with Article XIX, Section 2. Prior to filling an approved vacancy through other means available, the third vacancy shall be filled by an eligible transferee consistent with Article XIX, Section 2. Such remaining vacancies shall be filled on a similar alternating basis until all remaining transfer requests of eligible employees have been honored. If vacancies remain, they shall be filled through the normal filling of vacancy process.

The placing of a Trainee who has satisfactorily completed the training requirements for a targeted position pursuant to Article XIX, Section 2-D does not increase an institution's headcount and will not count as either the filling of vacancy category or the transfer category.

4. An employee who has been suspended for more than thirty (30) days within the twenty-four (24) months immediately preceding the effective date of transfer shall not be permitted to transfer. An employee who has been suspended for more than five (5) days within the twelve months immediately preceding the effective date of transfer shall not be permitted to transfer. An employee who has been suspended for five (5) days or less within the twelve months immediately preceding the effective date of transfer shall not

be permitted to transfer unless six (6) months or more have elapsed between the date the last suspension was imposed and the effective date of transfer. Employees, who have been made whole as a result of a grievance resolution and who had been denied a transfer based on the subject of the grievance, shall be placed on the transfer list or be granted a transfer as if no discipline had occurred.

5. An employee who is on "furnish-proof" status shall not be eligible for transfer under this Agreement.
6. All transferred employees will be provided the regular orientation and/or regular refresher course in the new institutions.
7. An employee who exercises his/her right to transfer will not be eligible to transfer again for twenty-four (24) months from the effective date of the transfer, except that employees transferring between work locations within the same work county shall not be permitted to transfer for a period of thirty (30) months from the effective date of transfer.
8. Except during the initial staffing of a new institution, an employee transferring under the provisions of this Agreement, or transferring by other means, shall not be able to exercise his/her seniority for promotional purposes, a days off schedule and/or shift preference for a period of twelve (12) months from the effective date of the transfer.
9. The name of an employee who declines an offer to transfer under the terms of the Agreement shall be removed from the transfer request list. Such employees may resubmit a transfer request after six (6) months have elapsed from the date the transfer offer was declined.
10. The initial staffing of a new institution shall be done in accordance with the procedures outlined in #3 above except that 25% of the approved vacancies are required to be filled in this manner.

This Agreement shall be effective July 1, 2004 and shall remain in effect until June 30, 2008, unless either party gives notice of its desires to reopen negotiations on this Agreement 30 days prior to July 1, 2008. This Agreement shall remain in full force and effect during the period of such negotiations.

Renewed: July 1, 1997

Revised: September 5, 2008

Renewed: July 1, 2012

### **TRANSFER POLICY FOR RC-9 EMPLOYEES**

RC-9 employees, except employees desiring transfer who have not completed their original six (6) month probationary period, desiring to transfer to the same or lower position classification in the employee's classification series in a different facility shall file a request for transfer form

which shall be effective for one year with the Personnel Officer at the facility to which the employee desires to transfer.

The following parameters are agreed to by AFSCME Council 31 and the Department of Human Services:

1. During each contract year, no more than 5% of RC-9 employees in a facility may exercise this right.
2. A facility will be required to fill no more than 50% of the vacancies per position classification in this manner pursuant to Article 19, Section 2, Filling of Vacancies.

When vacancies are to be filled and a transfer request is on file, the first vacancy is filled by the facility's normal process. The second vacancy is filled by an eligible transferee. Such remaining vacancies shall be filled on an alternating basis until all remaining transfer requests of eligible employees have been honored. If vacancies remain, they shall be filled through the normal filling of vacancy process.

3. Any employee who has been suspended within the preceding six (6) months of the transfer opportunity shall not be eligible for transfer under this agreement.

4. All transferred employees must successfully complete the regular orientation and/or regular refresher training program in the new facility if such training or orientation is made available to the employee. Any employee who fails to successfully complete such orientation and/or training within three months of transfer must return to his/her original facility in the employee's current classification. Such return shall be considered by the parties as a voluntary action. Employees thus impacted shall not be eligible for other transfer opportunities for 18 months from the date of the first transfer.

5. An employee who exercises his/her right to transfer will not be eligible to transfer again for 18 months from the effective date of the transfer.

6. Employees transferring under the provisions of this Memorandum of Understanding shall not be able to exercise their seniority for promotional purposes for a period of one year.

7. Transfer under the language shall apply to Article XIX, Section 2A(e), Filling of Vacancies.

8. The name of an employee who declines an offer to transfer under the terms of the agreement shall be removed from the transfer request list.

Executed: July 1, 1989,

Revised: September 5, 2008

Renewed: July 1, 2012

### **Memorandum of Understanding**

The parties agree to establish a committee that will be charged with exploring the possibility of employees who take time off for union negotiations for which they are not entitled to employer

compensation, to do so without loss of pay as long as they or their local union reimburse the employer for the costs of time spent in such activities. The committee will meet within ninety (90) days of the execution of this Agreement, with the goal of determining the feasibility of reimbursement. If reimbursement is feasible the parties will meet to negotiate the decision on implementation.

Executed: July 1, 2012

## **WELFARE AND WELFARE TO WORK PROGRAM - ALL UNITS**

This agreement is made and entered into by and between the Illinois Department of Central Management Services, and all Departments, Boards and Commissions subject to the Illinois Personnel Code, ("Employer") and the American Federation of State, County and Municipal Employees - AFL-CIO ("Union"), on behalf of its affiliated locals and the employees in the collective bargaining units.

1. Welfare recipients and Welfare To Work participants will not displace or replace regular employees. For example, if there are ten Office Aides and five Welfare recipients and Welfare To Work participants, and two Office Aides retire, the Employer will not replace the two regular vacant positions with two additional Welfare recipients and Welfare To Work participants raising their number to seven. This policy, however, does not require the Employer to fill vacancies which they desire to keep vacant.
2. Bargaining unit work that constitutes the normal duties and responsibilities of regular employees on current payroll and will not be removed and reassigned to Welfare recipients and Welfare to Work participants. Welfare and Welfare to Work participants will be assigned work in a manner that will not jeopardize the job classification of the current employees.
3. Welfare and Welfare to Work assignments will in no way interfere with the contractual procedures for filling vacancies. The contractual procedures will be used for filling bargaining unit vacancies.
4. The Union will be notified when a State agency determines to use Welfare recipients and Welfare to Work participants.

The Union agrees not to appeal or grieve the Employer's initiation or continuation of programs consistent with this agreement and relevant laws.

Executed: December 12, 1984

Renewed: July 1, 2012