

AGREEMENT

between the

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

of the

STATE OF ILLINOIS

and

INTERNATIONAL UNION OF OPERATING ENGINEERS

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

Work jurisdictions which have traditionally and historically been assigned to the Union, shall continue to be so assigned. All newly created positions shall be discussed between the Union's claiming jurisdiction. The Union may contact the Agency Relations Office or the Department of Central Management Services. Appeals regarding work jurisdiction matters may be sent to Central Management Services, Division of Labor Relations and the operating agency. Upon request of the Union the parties shall meet within ten (10) work days to make every possible attempt to resolve the matter. If the issue remains unresolved, this meeting shall be considered as the step 4(a) section of the contractual grievance procedure.

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

Pursuant to the terms set forth in the section entitled "Insurance and Pension", effective January 1, 2005, employees shall be paid an additional 2.00% above the prevailing rate of wages for employees on the standard pension formula and 2.75% above the prevailing rate of wages for employees on the alternative pension formula, minus the per hour costs of fringe benefits so designation by this Agreement.

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

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

Positions in maximum security institutions shall receive a \$75.00 a month adjustment to the employee's monthly wages for all employees with seven or more years of continuous service

with the Department of Corrections. Employees shall receive the adjustment as long as they remain employees at a maximum security facility.

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

Effective July 1, 2004, all paychecks for new hires will be delivered via direct deposit. Effective July 1, 2012, all paychecks for new hires will be delivered via direct deposit unless exempted by the Comptroller's Office.

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

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

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

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

- a) Will be limited to 120 and/or 2 hours from their current headquarters; or
- b) Any travel in excess of 120 and/or 2 hours shall be by mutual agreement of the parties.

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

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

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

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

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

OVERTIME: The seven-day period for overtime purposes shall begin with the first shift Saturday (A.M.) and end with the last shift – Friday (P.M.). Forty hours shall constitute the work week for all employees. All work performed outside the normal work hours shall be considered overtime and shall be paid out or the employee shall receive compensatory time at the rate of one and one-half the normal hourly rate for all overtime hours worked, at the discretion of the employee. Compensation time shall be capped at 30 hours. Any unused time shall be liquidated at the end of the fiscal year it was earned. All approved benefit time shall be considered as hours worked for the purpose of computing overtime.

In the event an employee has a regular schedule which requires working more than five (5) days in any given seven (7) day period even though it overlaps work weeks, he/she shall be paid inconvenience premium pay of \$1.50 per hour above the regular rate of pay on each of these days worked over five (5) days within said seven-day period. There shall be no double payment or calculation of the same days within a given seven-day period, unless an employee works more than the normally scheduled hours or days as provided in this Agreement.

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

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

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

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

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

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

Any accrued holiday time shall be granted on the day requested by the employee unless to do so would interfere with the Employer's operation, in which event the employee's next

requested day off shall be given or cash paid in lieu thereof. All holiday time must be liquidated during the fiscal year (July 1 through June 30) in which it was earned.

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

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

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

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

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

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

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

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

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

Employees on the SERS standard formula can retire based upon their actual years of service, without penalty for retiring under age 60, when their age and years of service add up to 85 (in increments of not less than one month). Employees eligible to retire under this "Rule of 85" will be entitled to the same annual adjustment provisions as those employees currently eligible to retire below age 60 with 35 or more years of service.

For coordinated SERS employees on the alternative formula, a flat formula of 2.5% per year of service, based on the higher of the Final Average Salary, or the rate of pay on the final day of employment, up to a maximum of 80% of FAS.

For non-coordinated SERS employees on the alternative formula, a flat formula of 3.0% per year of service, based on the higher of the Final Average Salary (FAS), or the rate of pay on the final day of employment, up to a maximum of 80% of FAS.

Coordinated and non-coordinated SERS employees on the alternative formula will make the following additional contributions to the pension system: 1% of compensation effective January 1, 2002, 2% of compensation effective January 1, 2003, and 3% of compensation effective January 1, 2004.

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

Effective January 1, 2006, employees shall make the employee contribution to the appropriate Retirement System in an amount equal to the coordinated rate (4% for covered employees; 5.5% for covered employees in the alternative formula).

SENIORITY: Seniority is the length of service in the bargaining unit in the facility.

Seniority within a classification shall apply for choice of Vacation, Layoff, Call back, Shifts and Promotions provided that the employee has the ability to perform the job. Seniority cannot be exercised until a Shift Vacancy occurs. In the event the Employer recalls employees after a layoff, the employees will be recalled in the reverse order of that in which they were laid off. Further, the Employer will hire no new employees in the same position classification if any bargaining unit employees are on layoff status.

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

TRANSFERS: In the event that a permanent vacancy is posted, employees who have a transfer request on file shall have the opportunity to transfer (unless there are individuals on the Agency recall list), prior to filling of the vacancy by other means available.

Employees desiring to transfer to the same position classification within the same Agency to a different geographical location shall file a request to transfer, which will be effective for one (1) year, with the Personnel Officer at the Agency/Facility where the employee wishes to transfer. In addition, the parties agree to the following parameters: (1) Any employee who has been suspended (unless the suspension is less than 3 days) within the preceding 6 months of the transfer opportunity shall not be eligible for transfer under this agreement. (2) An employee who exercises their right to transfer under this agreement will not be eligible to transfer again for 24 months from the date of the transfer. (3) The name of the employee who declines an offer to transfer under the terms of the agreement shall be removed from the transfer request list. (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.

LAYOFFS: The Employer will give at least thirty (30) calendar days notice to the Union and the employee prior to actual date of layoff, unless such layoff is caused by an emergency situation. In such emergency situation, the Employer will notify the Union, and conference (if the latter so desires it) between the Parties will occur within twenty-four (24) hours from the time of notification of the Union to determine the actual date of layoff.

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

Individuals holding positions of Chief Stationary Engineer or Assistant Chief Stationary Engineer identified for layoff, other than due to facility closure, shall have the right to displace the least senior person holding the position of Stationary Engineer at the work location.

GRIEVANCE PROCEDURE:

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

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

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

Section 2, Grievance Steps:

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

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

All written grievances must be presented no later than ten (10) working days from the date the grievant become aware of the occurrence giving rise to the complaint. The immediate supervisor shall respond in writing, to the Union and grievant, within five (5) working days from the date the grievance was filed.

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

STEP 3: Agency Head: If the grievance is still unresolved, it shall be presented by the Union or the grievant, to the Agency Head, in writing, within ten (10) working days after receipt of the Step 2 response or date it was due, whichever is earliest. Within ten (10) working days

after such presentation, the parties shall meet and attempt to solve the grievance unless the parties mutually agree otherwise. The Agency Head shall issue a written response within ten (10) working days following the meeting, or within fifteen (15) working days of receipt of the grievance should no meeting be held, to the grievant and the Union. All grievances concerning work jurisdictions, termination and layoff may be the grievance of the Union at Step 3.

STEP 4:

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

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

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

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

If, in accordance with the above procedure, the grievance(s) is appealed to arbitration, representatives of the Employer and the Union shall meet to select an arbitrator, from a list of

mutually agreed to arbitrators. If the parties are unable to agree on an arbitrator within ten (10) working days after the meeting in Step 4(a), the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators living within Illinois or close proximity to Illinois. Said arbitrators shall be members of the National Academy of Arbitrators. The parties shall alternately strike the names of three arbitrators, taking turns as to the first strike. A coin toss shall determine which party shall strike the first name. The person whose name remains shall be the arbitrator provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and Union, requesting that he/she set a time and place for the hearing, subject to the availability of the Employer and Union representatives and shall be notified of the issue where mutually agreed by the parties.

Section 3. Time Limits:

A) Grievances may be withdrawn at any step of the Grievance Procedure without prejudice. Grievances not appealed within the designated time limits will be treated as withdrawn grievances.

B) The time limits at any step for any hearing may be extended by mutual agreement of the parties involved at that particular step.

C) The Employer's failure to respond within the time limits shall not find in favor of the grievant, but shall automatically advance the grievance to the next steps, except STEP 4(b) Arbitration.

Section 4. Witnesses and Information: Either party may request the production of specific documents, books, papers or witnesses reasonably available and substantially pertinent to the

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

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

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

VACANCIES: The Director of Central Management Services, or his or her designate, will meet with the Union as needed or upon request to discuss the specifications for the classifications in order to determine the appropriate job requirements and preferred qualifications. However, the Parties agree that the determination of specifications for the classifications and the appropriate job requirements is a wholly within the Employer's discretion as determined by the Department of Central Management Services.

The Employer will notify the Union when permanent vacancies exist and will give the Union an opportunity to recommend reliable and competent candidates for employment.

Permanent vacancies shall be posted for bid on the Employer's and other appropriate bulletin boards for a period of ten (10) working days. Once a vacancy is posted and employees

have submitted bids for the position, the vacancy will not be posted again for a period of thirty (30) calendar days unless all of the original bidders decline the position. The posting procedure may be modified if mutually agreed by the parties on an agency basis. Any bargaining unit employee may bid on a position; however, they must be deemed qualified and eligible in order to be considered for selection. An employee on leave of absence is not considered eligible unless, upon acceptance of the position, the employee is able to commence performing the duties within ten (10) working days of being offered the position.

All such permanent vacancies shall be filled in a reasonable time period and they shall be filled according to seniority, as that term is defined in this agreement.

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

TEMPORARY ASSIGNMENT: Employees may be temporarily assigned to a higher level position at the appropriate rate of pay within the bargaining unit or work location for a period not to exceed 60 days except in cases of leaves of absence.

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

EDUCATION PROGRAM: The State of Illinois and the Union are committed to improving career advancement opportunities for employees in applicable job titles (Appendix

A). It is the goal of the State to provide employees with training opportunities through the Education Program.

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

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

DURATION OF AGREEMENT: This Agreement, and all its terms and provisions, shall become effective on JULY 1, 2019, and shall remain in effect through JUNE 30, 2023. It shall automatically renew itself from year to year thereafter, unless either party shall give written notice to the other party, not less than sixty (60) calendar days prior to the expiration date, or any anniversary thereof, that it desires to modify or terminate this Agreement.

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

All notices required under this Agreement shall be sent to:

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

UNION: Valerie Colvett
2260 South Grove Street
Chicago, IL 60616

FOR THE EMPLOYER:

Handwritten signature of Jonel F. ... in blue ink, written over a horizontal line.

9-10-2020

FOR THE UNION:

Handwritten signature of Brian E. Hickey in blue ink, written over a horizontal line.
Handwritten signature of Vincent J. Winter in blue ink, written over a horizontal line.

Signed September 08, 2020

This page intentionally left blank.

APPENDIX A

AGREEMENT

between the

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES of the STATE OF ILLINOIS

and

INTERNATIONAL UNION OF OPERATING ENGINEERS

Classifications:

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

SIDELETTER

Drug Testing (DOC Only)

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

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

<u>OFFENSE</u>	<u>DISCIPLINE</u>
First Offense	15-day suspension without pay
Second Offense	Discharge

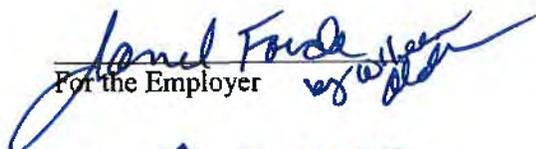
For employees with one positive finding prior to July 1, 2000, the discipline for a first offense of a positive finding after July 1, 2000 shall be a fifteen (15) day suspension without pay. For employees with two (2) positive findings prior to July 1, 2000, the discipline for a first offense of a positive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

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

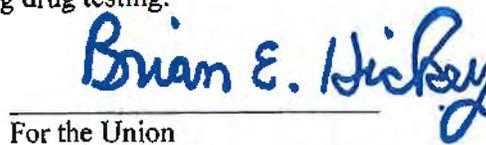
If just cause is established as a result of a pre-disciplinary meeting, discipline for violations shall be as follows:

<u>OFFENSE</u>	<u>DISCIPLINE</u>
First Offense	Discharge

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


For the Employer

Date: 9-10-2020


For the Union

Date: 9/8/2020

SIDELETTER
TRANSFERS

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

Janet Forde
For the Employer *by letter*

Date: 9-10-2020

Brian E. Hickey
For the Union

Date: 9/8/2020

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.

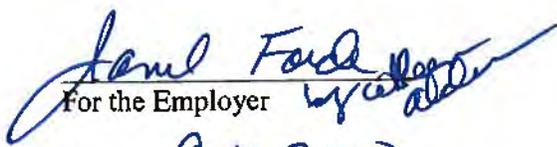
14. In no case shall an employee be placed in an area that will pose health or safety risks to the employee or other staff.

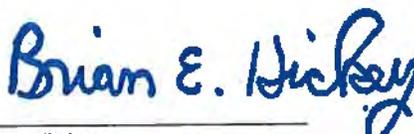
15. If an employee is assigned a task beyond the limitations set by the treating physician, the employee shall have the right to refuse such task.

16. Light duty assignments shall be temporary in a nature and shall not be considered permanent vacancies.

17. In the event that there are less light duty assignments available than employees who are eligible, first priority shall be given to employees with service connected illness or injury. However, no employee shall be removed from light duty in order to give priority to an employee with a service connected illness or injury.

18. Employees do not waive any rights to Worker's Compensation benefits by participating in the program.

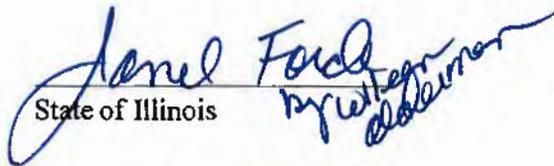

For the Employer
Date: 9-10-2020


For the Union
Date: 9/8/2020

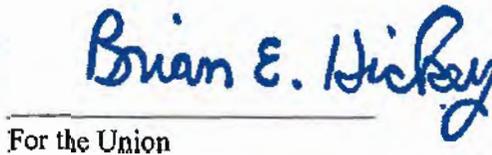
Memorandum of Understanding

Classification Update

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


State of Illinois

Date: 9-10-2020


For the Union

Date: 9/8/2020

Memorandum of Understanding
Classification Study

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

Janet Forde
State of Illinois *by william*

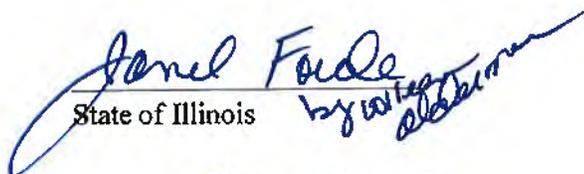
Brian E. Hickey
For the Union

Date: 9-10-2020

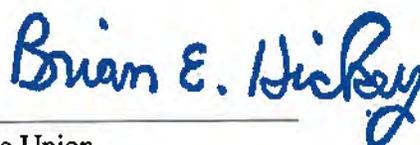
Date: 9/8/2020

Prevailing Rate Memorandum of Understanding

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


State of Illinois

Date: 9-10-2020



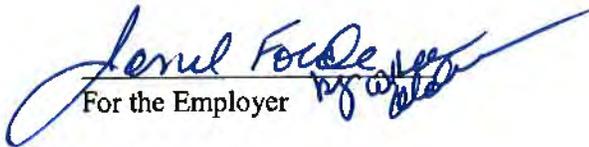
For the Union

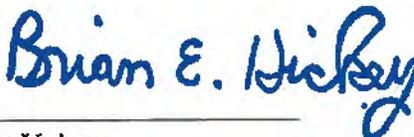
Date: 9/8/2020

Side Letter
Interview Process

The Employer may use a current state trades employee as a subject matter expert during an interview if the subject matter expert has been deemed qualified to participate in the interview by successfully completing the Interview Training Program provided by CMS.

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


For the Employer

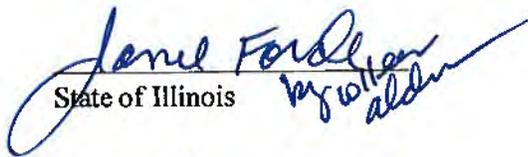

For the Union

Date: 9-10-2020

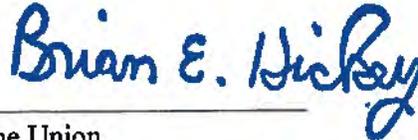
Date: 9/8/2020

MOU Posting of Vacancies

When the Employer determines to fill a position within the bargaining unit, the Employer, five (5) days prior to the posting period, will notify the Union via email to give the Union an opportunity to recommend reliable and competent candidates for employment. The email shall be sent to the Business Agent of record submitted annually to external CMS Labor Relations. However, this recommendation shall not guarantee interview nor selection for such position.


State of Illinois

Date: 9-10-2020



For the Union

Date: 9/8/2020

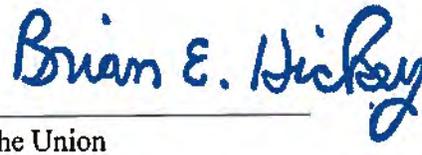
Side Letter
Position Classifications

The Employer may establish new classifications or abolish or merge or change existing classifications. The Union shall be notified of the Employer's interest to establish new classifications, or abolish, or merge, or change existing classifications for those position classifications listed in this agreement or those in other Prevailing Rate/Trades Agreements and discuss with it such intention at least twenty (20) days prior to making its recommendation to the Civil Service Commission.

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


State of Illinois

Date: 9-10-2020

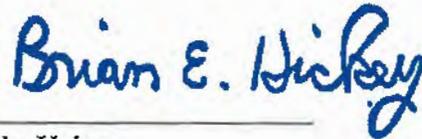

For the Union

Date: 9/8/2020

FY 2020 Signing Bonus

Upon ratification of the contract, all bargaining unit employees on active payroll as of June 30, 2020 shall receive a one-time signing bonus of \$2500 within fiscal year 2020. Only employees on active status shall receive such bonus payable after ratification of the collective bargaining agreement. The signing shall be paid as soon as practicable after the ratification of the Agreement.


For the Employer


For the Union

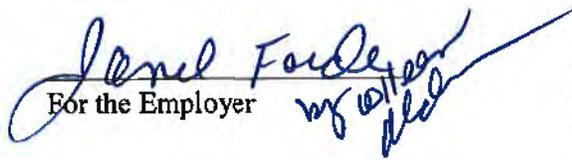
Date: 9-10-2020

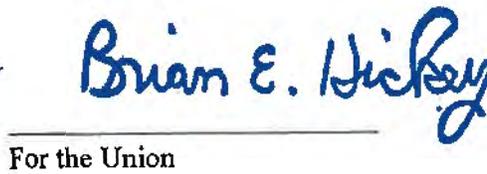
Date: 9/8/2020

Employee Bonus in Lieu of Merit Incentive Bonus

For those employees who in the past have received a Merit Incentive Bonus and who were employed from July 1, 2018 to June 30, 2019, will receive in the second year of the contract a \$600 bonus to be paid on July 1, 2020.

For those employees who in the past have received a Merit Incentive Bonus and who were employed from July 1, 2018 to June 30, 2019, will receive in the third year of the contract a \$330 bonus to be paid on July 1, 2021.


For the Employer


For the Union

Date: 9-10-2020

Date: 9/8/2020

Bereavement Leave

Memorandum of Understanding

Upon request, employees shall be granted paid leave of up to two (2) scheduled work days to attend the funeral or similar service, for related travel, and bereavement time, upon the death of a member of the employee's immediate family. Leave shall be limited one instance per calendar year. Documentation of the reason for the funeral/bereavement leave, attendance at the funeral or similar service, and relationship to the deceased may be required.

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

For purposes of application of Bereavement Leave, relationships existing due to marriage will terminate upon death or divorce of the relative through whom the marriage relationship exists. Current marital status will be defined in accordance with State law.


For the Employer


For the Union

Date: 9-10-2020

Date: 9/8/2020

Shakman

Memorandum of Understanding

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

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

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

- J. **Electronic Application Process.** CMS shall establish and implement an electronic application process that requires applicants to apply online for specific listed vacancies. The electronic application process that CMS creates shall include an automated screening mechanism to narrow the pool of applicants for interviews. The screening mechanism shall evaluate candidates based on the Minimum Qualifications of the positions and may also incorporate pre-established preferred qualifications.
- K. **Uniform Process Throughout State.** The State of Illinois shall create and communicate to all Agencies a uniform documentation process for hiring and promotions to allow for adequate monitoring and review.

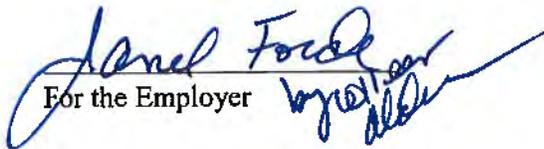
The implementation of the court order will result in a standardized, statewide online application process for all job-protected positions, including bargaining unit positions.

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

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

numerically ranked, automated assessment with a quality control analysis performed by the CMS Bureau of Personnel staff.

- In consultation with the Union, the Employer will provide all employees with advance notice of implementation of the new system and shall develop training on the new application procedures and system. Upon request, employee shall receive training on the new system.
- A procedure shall be established to ensure that employees who do not have access to computers or who lack computer skills shall be given appropriate access and/or training.
- CMS will assess candidate qualifications in response to an express interest in a specific position being filled except that all agreements remain in effect regarding continuous posting and permanent bidding.
- There shall be electronic receipts for applications and the opportunity for the employee to print out his/her profile.


For the Employer


For the Union

Date: 9-10-2020

Date: 9/8/2020

Memorandum of Understanding
Shift Relief Engineer Work Schedules

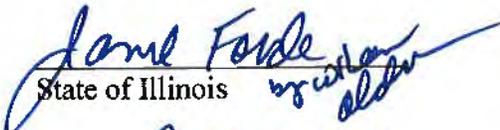
The Department of Central Management Services (CMS) agrees to conduct a survey of its agencies with 24/7 operations within ninety (90) days of the effective date of this agreement to determine the feasibility of establishing and using a shift relief engineer work schedule.

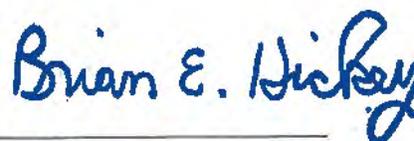
The shift relief engineer work schedule shall consist of five (5) days of eight (8) hours of work and two (2) days off. The shift relief engineer work schedule shall be determined based upon the coverage needs in the proceeding month.

The shift relief engineer work schedule shall only be used as coverage in the event there is another engineer off due to long-term illness or injury (i.e., lasting longer than 10 working days) or pre-scheduled and approved vacations.

Where the agency determines that the use of the shift relief engineer work schedule is feasible at a facility, the employer agrees to meet with the union and discuss its implementation prior to such schedules becoming effective.

This agreement shall expire upon the expiration of the current collective agreement unless mutually extended by the parties.


State of Illinois
Date: 9-10-2020


For the Union
Date: 9/8/2020