ORIGINAL

Agreement

by and between the

Teamsters Local #916

and the

Illinois Departments of Central Management Services, Transportation, Innovation and Technology and Natural Resources

July 1, 2019

to

June 30, 2023

Table of Contents

Article I — Recognition....5

Article II — Union Rights
- Time Off for Union Activity....6-7
- Union Campaigning for Officers....6
- Notification....6
- Bulletin Boards....7
- Union Orientation....7
- Membership Solicitation....7

Article III — Dues Deductions
- Deductions....7-8

Article IV — Management Rights....9

Article V — Union/Management Meetings....9

Article VI — Non-Discrimination
- Non-Discrimination....9-10
- Equal Employment/Affirmative Action/ADA....10
- Civil Rights Investigations....10

Article VII — Miscellaneous
- Work Rules and Policies....10
- Privacy....10-11
- Ethics Act....11
- Smoke Free Workplace....11
- Printing of this Agreement....11

Article VIII — Hours of Work
- Limitation....11
- Definition....11
- Work Schedules....11
- Rest Period....12
- Meal Period....12
- 4-Day Workweek....12
- Flexible Schedules....13

Article IX — Overtime
- Overtime Assignments....13
- Overtime Payments....13-14
- Payment....14
- Travel....14-15
  - Travel for Field Assignments....15
- Call Back....15
- Holiday Work....15

Article X Leaves
Sick Leave....16-17
Service Connected....17-18
Leave for Personal Business....18
Maternity/Paternity Leave....18-19
Union Leave....20
Resolution of Leave Disputes....20
Bereavement Leave....20
Disability Leave....21-23
Leave for Exempt, Non-union position....23
Veterans Leave....23-24

Article XI Vacation/Holidays
Vacation Scheduling....24
Vacation Payment....24-25
Holidays Observed....25

Article XII Layoff
Purpose....25-26
Notice....26
Procedure....26
Options for Laid Off Employees....26-27
Recall....28
Salary Upon Recall....28-29

Article XIII Discipline....29-31
Video Recording....31-32

Article XIV Grievance Procedure....32-38

Article XV Filling of Vacancy
Definition of Permanent Vacancy....38
Job Posting....38-39
Interviews....39
Nepotism....41

Article XVI Promotion....41-42

Article XVII Seniority....43

Article XVIII Evaluations....43

Article XIX Personnel Files....43

Article XX Equipment and Tools....43-44
Boot Allowance....44

Article XXI Examinations
Professional Examination....44-45
Medical Examinations....45

Article XXII Drug Testing....46-47

Article XXIII Indemnification....47

Article XXIV Insurance....48-50

Article XXV Wages....50-51
Shift Differential....51
Temporary Assignment....51-53
Pension Contribution....53-54

Article XXVI Subcontracting....54-55

Article XXVII No Strike No Lockout....55

Article XXVIII Maintenance of Standards....56

Article XXIX Term of Agreement....56

Appendix A....57

Inclusion/Exclusion – Side Letter....58

Recognition - Side Letter....59

Stand-By - Side Letter....60

MOU Light Duty....61-62

MOU Use of Automated Vehicle Location Devices....63

MOU for Protech Legal Division....64

Union Membership Side Letter....65

MOU- Shakman....66-67

Outside Labor Disputes MOU....68

Salary Bracket Side Letter....69

Central Office Communications Center Side Letter....70

Nine (9) Day Alternative Work Schedule Side Letter....71

AGREEMENT
BETWEEN THE DEPARTMENTS OF TRANSPORTATION, NATURAL RESOURCES AND CENTRAL MANAGEMENT SERVICES, STATE OF ILLINOIS AND GENERAL TEAMSTERS PROFESSIONAL/TECHNICAL LOCAL #916

ARTICLE I
RECOGNITION

Section 1. This Agreement has been made and entered into by and between the Department of Transportation, Natural Resources and Central Management Services, State of Illinois, hereinafter referred to as "Employer", and General Teamsters Professional/Technical Local #916, hereinafter referred to as "Union", for the purposes of establishing collective bargaining relations covered by this Agreement.

Section 2. The "Union" has been duly recognized by the Employer as the exclusive bargaining agent for the professional and paraprofessional employees of the Departments of Transportation and Natural Resources, hereinafter referred to as "Technical Employees", whose classifications are listed in Appendix A. This Agreement excludes managerial, supervisory, confidential, temporary, emergency, and per diem positions. A probationary employee, an employee during an original six month probationary period, has no right to use the grievance procedure in the event of discharge or demotion.

Section 3. The Employer agrees to notify the Union within 10 days of implementation of any changes, additions or deletions in classifications covered by this Agreement. If the Union disagrees with the Employer's decision, it may appeal such decision to the Illinois State Labor Relations Board.

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

Section 4. The Employer recognizes the integrity of the bargaining unit, and will not take any action which is solely directed at eroding it. The Employer will attempt to assign bargaining unit work to bargaining employees.

ARTICLE II
UNION RIGHTS

Section 1. Time Off for Union Activities

Local Union representatives shall be allowed time off without pay for legitimate Union business such as Union meetings, State or area wide Union committee hearings, State or International conventions, provided such representatives shall give reasonable notice to his/her supervisor of such absence and shall be allowed such time off if it does not substantially interfere with the operating needs of the Employer. The employee may utilize any accumulated time (holiday, personal, vacation days) in lieu of taking such without pay.

After giving appropriate documentation to their supervisor outside the bargaining unit, each designated local Union Representative will be allowed time off without loss of pay to attend one (1) union sponsored conference or training if such does not substantially interfere with the Employer's operations. Such training shall not exceed two (2) work days for each representative for the term of this Agreement. The employee shall provide proof of attendance.

Such time off shall not be cause for discontinuity in the employee's continuous service nor shall it be detrimental in any way to the employee's record.

Section 2. Union Campaigning for Officers

Union campaigning for election of officers is prohibited on state premises and/or state time.

Section 3. Notification

The Employer agrees to provide on a monthly basis a listing of payroll transactions affecting employees covered by this Agreement, which would include new hires, terminations, promotions and transfers in and out of the bargaining unit, and work e-mail addresses. The state e-mail system is to be utilized only for the processing of grievances, discipline in accordance with Article XIII and XV and other benefits as authorized by the Employer.

Section 4. Bulletin Boards

The Employer agrees to provide one (1) bulletin board in each district office and two (2) bulletin boards at the central office and other locations mutually agreed upon. The purpose of the bulletin boards will be for general Union information but shall not contain any material that is defamatory, partisan or political (including solicitation of funds or volunteers for a political candidate or political party), in nature, and management reserves the right to remove such material.

Nor shall such defamatory, partisan or political (including solicitation of funds or volunteers for a political candidate or political party), in nature literature be posted in an employee's work space.

Union material shall not be displayed or distributed in the work area except on the designated bulletin board space.

Section 5. Union Orientation

The Union shall be allowed, on the day of IDOT orientation to conduct Union orientation for all new hires covered by this agreement. The Union shall receive advance notice of orientation. Said orientation will be on the Employer's premises and on paid time.

Section 6. Membership Solicitation

Neither the Union nor its members shall solicit membership during an employee's work time. Neither the Union nor its members shall solicit members or potential members for political purposes on state owned or leased property or by using state equipment.

Article III
Dues Deductions

Section 1. Deductions

The Employer agrees to deduct from the pay of all those employees, who individually request it, any or all of the following:

a) Union membership dues, assessments or fees

b) D.R.I.V.E. contribution deductions

The Employer shall honor employees' individually authorized deductions. Such authorized deductions may only be revoked in accordance with the terms under which an employee voluntarily authorized said deduction. Written authorization may be evidenced by electronic communications and such writing or communication may be evidenced by the electronic signature of the employee as defined in 5 ILCS 175/5-120. The parties will explore the feasibility of a digital voice authorization for dues authorization.

Requests for the above shall be made within the provisions of the State Salary and Annuity Withholding Act and/or other applicable State statutes and/or procedures established by the Comptroller.

Payroll deductions shall be made and remitted to the Union (at the address designated by the Union) in accordance with the laws of the State of Illinois and rules promulgated from time to time by the Office of the State Comptroller. The Union shall advise the Employer (Central Management Services, Division of Labor Relations) of any increases in dues and initiation fees in writing at least sixty (60) days prior to the effective date.

When an employee has authorized payroll deductions for Union membership, the wage stub will state "union dues" and the amount of deduction. The Employer will work with the Office of the Illinois Comptroller in an effort to include the designation of "non mbr" on the wage stub of employees who have not authorized dues deductions.

All employees covered by this Agreement who have signed Union dues checkoff cards for Teamsters 916 prior to the effective date of this Agreement or who signed such cards after such date shall only be allowed to cancel such dues deduction within the prescribed procedures of the Comptroller and the union's constitution and collective bargaining agreement.

The Union shall indemnify, defend and hold the Employer harmless against any claim, demand, suit or liability arising from any action taken or not taken by the Employer in complying with this Article.

ARTICLE IV
MANAGEMENT RIGHTS

Section 1. Subject to the provisions of this Agreement and P.A. 83-1012, the management of the operations of the Employer, the determination of its policies, budget, and operations, the manner of exercise of its statutory functions and the direction of its working forces, including but not limited to, the right to hire, promote, demote, transfer, allocate, assign and direct employees; to discipline, suspend and discharge for just cause; to relieve employees from duty because of lack of work or other legitimate reasons; to make and enforce reasonable rules of conduct and regulations; to determine the departments, divisions and sections and work to be performed therein; to determine quality; to determine the number of hours of work and shifts per workweek, if any; to establish and change work schedules and assignments, the right to introduce new methods of operations, including the introduction of new or improved technology, to eliminate, relocate, transfer or subcontract work and to maintain efficiency in the department is vested exclusively in the Employer.

ARTICLE V
UNION/MANAGEMENT MEETINGS

Section 1. The appropriate representative of the Employer, i.e., Regional Engineer/Administrative Manager, Director, or their designee will meet with the President of the local division and/or his designee at a mutually agreed upon time and place on a periodic basis (monthly or as otherwise agreed) to consider and discuss items of interest to either party. If the subject matter warrants additional participants, these representatives may so mutually agree. Agenda items should be submitted by the party requesting the meeting. It is understood by the parties that active grievances will not be discussed at these meetings.

ARTICLE VI
Non-Discrimination

Section 1. Non-Discrimination

The parties agree that their respective policies will not violate the rights of any employees covered

by this agreement because of race, age, sex, creed, religion, color, national origin, physical or mental disability, political affiliation and/or beliefs, union or non-union affiliation. The parties further agree to comply with all applicable laws and regulations regarding non-discrimination and equal employment opportunity.

Section 2. Equal Employment/Affirmative Action/ADA

The parties recognize the Employer's obligation to comply with federal and state Equal Employment Affirmative Action Laws and the Americans with Disabilities Act.

Section 3. Civil Rights Investigations

An additional copy of Federal and State Equal Employment Opportunity (EEO) and Department of Human Rights (DHR) requires disclosures shall be posted in IDOT Civil Right's offices. The subject of an IDOT Civil Rights investigation shall be notified when the IDOT Civil Rights investigation is completed.

ARTICLE VII
Miscellaneous

Section 1. Work Rules and Policies

Work rules are defined as rules promulgated by the Employer at its discretion which regulate the personal conduct of the employees. The Employer shall make available copies of all current work rules upon request. Newly established work rules or amendments to existing work rules shall be reduced to writing and furnished to the Union at least fifteen (15) calendar days prior to the effective date of the rule. The Employer agrees to notify the Union as to changes in policies relating to wages, hours, and conditions of employment fifteen (15) work days prior to their implementation if absent exigent circumstances.

Section 2. Privacy

It is understood that employees do not have a reasonable expectation of privacy in connection with their use of State-owned property or equipment. Accordingly, the Employer retains the right to control or inspect property that it owns or

maintains, including, but not limited to, items such as desks, lockers, drawers, vehicles, and computers.

Section 3. Ethics Act

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

Section 4. Smoke Free Workplace

All work sites and State vehicles shall be smoke-free in accordance with the Smoke Free Illinois Act (Public Act 95-0017).

Section 5. Printing of this Agreement

The Union shall have this contract printed and the Employer shall distribute a copy to members of the bargaining unit. The Employer shall receive extra copies as they may require.

ARTICLE VIII
HOURS OF WORK

Section 1. Limitation

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

Section 2. Definition

A permanent full-time employee's workweek is defined as a regularly reoccurring period of 168 hours consisting of 7 consecutive 24-hour periods. An employee's normal workweek shall consist of not more than 40 hours, nor less than 37 1/2 hours. The normal workweek shall consist of 5 consecutive days of work followed by 2 consecutive days off.

Section 3. Work Schedules

When changes in permanent schedules affecting bargaining unit employees are made by the employer, the employer shall notify the Union, who upon timely request, will hold discussions concerning such changes with the Department's Labor Relations Office.

Section 4. Rest Period

Normally, employees shall be entitled to a 15 minute paid rest period at approximately midway during both the first and second half of the shift. Rest periods shall be granted except during operational emergencies or when the job is of such a nature than an employee's continued presence at his work station is necessary and essential.

Section 5. Meal Period

Normally, employees shall receive a meal period of not less than 30 but not more than 60 consecutive minutes approximately midway during the workday, except during operational emergencies or when the job is of such a nature that an employee's continued presence at his work station is necessary and essential. Employees who are required to work during their regularly scheduled meal period, shall have such time compensated at the appropriate rate.

Section 6. 4-Day Workweek

When in the judgment of the employer, efficiency and economy can best be served by doing so, the agency may institute a workweek of four consecutive workdays of relative equal length on selected operations. In addition an employee may request and the employer may grant a work week of 4 consecutive ten-hour days as stated below. The Agency will respond within a reasonable period of time, but no later than 4 weeks. Should the employer reject the requested schedule, the employer will provide a response as to the reason for the denial. Employees who normally work 40 hours per week shall have a workweek of four consecutive ten-hour days. Employees who normally work 37.5 hours per week shall have a workweek of four consecutive days consisting of 9.5, 9.5, 9.5 and 9.0 hours. Weeks in which a holiday falls, will revert to 7.5 or 8 hour work days, whichever is applicable. The Union will be notified and have the opportunity to discuss such change. Any sick leave, vacation, personal leave, holidays or other time taken off shall be earned or accumulated on the basis of the normal 7 1/2 or 8 hour workday.

Section 7 Flexible Schedules

When in the judgment of the employer, efficiency and economy can best be served by doing so, the agency may institute a flexible work schedule (a fixed shift other than the official schedule approved for the office) if it is consistent with the operating needs of the office. A fixed shift is considered the same shift all week. Normally, all employees should be working in the 10 a.m. to 3 p.m. core time.

Flexible schedule requests must be submitted annually for approval by the Bureau Chief of Personnel Management prior to January 1st of each year or during the year as the need arises. Employees who are on an approved flexible schedule and accept/move to a different position will be required to submit a new flexible schedule request to their new supervisor for approval.

ARTICLE IX
OVERTIME

Section 1. Overtime Assignments

Where practicable, the Employer will attempt to schedule overtime in advance. In determining what employees will be assigned overtime, the Employer agrees to take into consideration the type of work to be performed, the job assignments of the day, the type of classification that normally performs the work, and any other appropriate operational factor. Permanent and full time State employees shall be considered for overtime before consultants and other temporary employees, for the job assignment of the day if such employee is working on the current project and is present and the State has the responsibility for the work performed.

Section 2. Overtime Payments

a. Overtime hours shall be paid at the rate of one and one-half (1 1/2) times the employee's base rate of pay. Overtime is defined as all hours worked in excess of the employee's normal work schedule. However, dock time shall not be considered as hours worked for purposes of computing overtime. The time and one-half (1 1/2) rate shall be determined by computing the employee's hourly rate and multiplying 1.5 times the number of overtime hours. The hourly rate should be based on a 2088 hour work year. If

compensatory time is granted for overtime hours instead of cash payment, the compensatory time off shall be computed on a time and one-half (1 1/2) rate.

b. Employees who work a normal Monday-Friday work schedule shall receive double time if required to work on Sunday. Employees having an "other than normal" work schedule shall receive double time if required to work on the seventh day of their schedule.

c. Permanent part-time employees will earn overtime rate after they have exceeded the normal permanent full-time workweek.

Section 3. Payment

Compensation for overtime work may be in the form of either cash or compensatory time off at the Employer's discretion. The employee may request cash payment or compensatory time and budgetary restraints and/or operational need will be considered in the decision. An employee may, however, request to accrue compensatory time in lieu of cash. The employee shall make his/her request known to the Employer no later than the end of the work week in which the overtime was earned. If such request is granted, accrued compensatory time shall not exceed sixty (60) hours.

If compensatory time off is granted, it shall be taken within the fiscal year it was earned and be scheduled at the convenience of the agency with due consideration of the employee's preference. However, the employer reserves the right to schedule compensatory time off at a time consistent with the operating needs of the employer. Accrued compensatory time not used by the end of the fiscal year in which it was earned may be liquidated and paid in cash at the rate it was earned or scheduled by the Employer and taken within the fiscal year in which it was earned. Notwithstanding the above, employees who schedule compensatory time off by June 1st of the fiscal year shall be allowed to use such time through August 1st of the following fiscal year.

Section 4. Travel

Employees on official travel status away from their

regular base of operations shall receive reimbursement for travel pursuant to the travel regulations established by the Department of Central Management Services.

Travel for Field Assignments

a. For field assignments whose location is less than 50 miles, travel time in excess of 30 minutes each direction will be considered work time.

For field assignments whose location is greater than 50 miles from the employee's home or headquarters, whichever is less, the Department will authorize the employee to stay out at state expense, with expenses determined by appropriate policy and Travel Control Board rules. For field assignments that exceed 50 miles, travel time in excess of 30 minutes each direction will be considered work time on the first and last day of the work week for which the field assignment is made.

If the employee elects not to stay out at State expense, for field assignments greater than 50 miles, it is understood that such travel shall not be considered work time.

b. Time spent in training, if approved duties by the employer, shall be considered as time worked. Travel time, except the normal 30-minute deductions, to and from approved training sessions shall be considered time worked and paid at the appropriate rate.

Section 5. Call Back

If an employee is called back and reports to their respective operations area and works, such employee will be paid a minimum of three (3) hours of pay at the applicable rate.

Section 6. Holiday Work

Two times the employee's regular rate of pay, in addition to Holiday pay, shall be paid for all hours worked by an employee on an official State holiday or other days designated as Holidays unless the employee is regularly scheduled to work on that day as part of a regularly reoccurring schedule.

ARTICLE X
LEAVES

Section 1. Sick Leave

Sick leave may be used when a member of the employee's immediate family or household is afflicted with a serious illness, disability, injury, or when death occurs. The immediate family is defined as a group of individuals living under one roof having one head of the family; usually, but not always, having a common ancestry; and such members of the employee's family as his/her grandparents, father, mother, brother, sister, son, daughter, spouse, and grandchildren. The definition also recognizes adoptive relationships and includes in-laws and other financially dependent persons who are living under one roof with the head of household. Sick leave may also be used in the event of death of grandrelations, parent-in-laws, child-in-laws, and brother and sister-in-laws.

Sick leave may be initially taken in increments of not less than one half-hour (1/2) and quarter-hour (1/4) increments thereafter.

When individual situations so warrant, if the employer suspects that sick leave is being used for purposes other than those set forth above, the employee may be placed upon immediate medical documentation without counseling based upon that individual's situation.

Effective January, 1996, an employee shall be awarded one additional personal day on January 1st of each calendar year if no sick time was used in the preceding twelve (12) month period, beginning on January 1st and ending on December 31st. Such additional personal day shall be liquidated in accordance with Article 9, Section 3.

An employee who is also a veteran shall be permitted four (4) days with pay per year to visit a veterans hospital or clinic for examination needed because of a military service-connected disability. The four (4) days shall not be charged against any sick leave currently available to the employee. An employee may take up to a full shift per military service connected disability appointment. Veterans can use

this leave in increments not less than one-half hour (1/2) and quarter hour (1/4)increments thereafter. An employee requesting veteran medical leave will provide the employer with proof of his/her military service connected disability appointment.

Abuse of sick time is the utilization of sick days for reasons other than those stated in the Collective Bargaining Agreement.

Guidelines on Proof Status. At the time an employee is placed on proof status, the Employer will submit to the employee, in writing, the reasons for placing the employee on proof status. The amount of usage of sick time alone shall not be the basis for placing an employee on proof status. 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 (a), (b), (c) and (d).

Section 2. Service-Connected Injury and Illness

An employee who suffer an on-the-job injury or who contracts a service-connected disease, shall be allowed full pay during the first calendar week without utilization of any accumulated sick leave or other benefits provided the need for the absence is supported by medical documentation. This allowance with full pay for up to one calendar week shall be made in advance of the determination as to whether the injury or illness is service connected. If, within 30 days of the date of the allowance of full pay under this section, the employee has failed to complete the required paperwork and submit documentation to reach a decision regarding the service connected nature of the injury or illness, the time granted may be rescinded and the days will

be charged against the employee's accumulated benefit time. Thereafter, the employee shall be permitted to utilize accumulated sick leave. Employees whose compensable service-connected injury or illness requires appointments with a doctor, dentist, or other professional medical practitioner shall, with supervisor approval, be allowed to go to such appointments without loss of pay and without utilization of sick leave. In the event such service-connected injury or illness becomes the subject of an award by the Workers' Compensation Commission, the employee shall restore to the State the dollar equivalent which duplicates payment received as sick leave day, and the employee's sick leave account shall be credited with the number of sick leave days used.

Section 3. Leave for Personal Business

All employees, excepting those in emergency, per diem or temporary status, shall be permitted three (3) personal business days off each calendar year with pay. Such personal days may be used for such occurrences as observance of religious holidays, Christmas shopping, absence due to severe weather conditions, or for other similar personal reasons, but shall not be used to extend a holiday or annual leave except as permitted in advance by the operating agency through prior written approval. Employees entitled to receive such leave who enter service during the year shall be given credit for such leave at the rate of 1/2 day for each two (2) months service for the calendar year in which hired. Such personal leave may be initially used in increments of one half-hour at a time. Except for emergencies which preclude the making of prior arrangements, such days off shall be scheduled sufficiently in advance to be consistent with operating needs of the Employer.

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

Section 4. Maternity/Paternity

All employees who provide proof of their pregnancy or that of their female partner at least 30 days prior

to the expected due date will be eligible for 10 weeks (50 work days) of paid maternity/paternity leave for each pregnancy resulting in birth or multiple births. Should both parents be employees they shall each be eligible for 10 weeks of paid maternity/paternity leave which may be taken consecutively or concurrently. No employee will be allowed to take less than a full work week (5 consecutive days). Regardless of the number of pregnancies in a year, no employee shall receive more than 10 weeks (50 work days) of paid leave under this Section per year. The State shall require proof of the birth. In addition, non-married male employees may be required to provide proof of paternity such as a birth certificate or other appropriate documentation confirming paternity.

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

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

Section 5. Union Leave

Subject to operating needs of the Employer, a Union member elected or appointed to serve as a Union official shall be granted a leave of absence without discrimination or loss of seniority rights, without pay for a period of twelve months. Any renewal of such leave shall be at the request of the local union for a period of no more than twelve months and shall be subject to the same standards as the original request, the duration of such leave may be increased or decreased by mutual agreement of both parties.

Section 6. Resolution of Leave Disputes

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

Section 7. Bereavement Leave

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

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

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

Section 8. Disability Leave

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

In granting such leave or use of sick leave as provided the agency shall apply the following standards:

(1) A substantial portion of regularly assigned duties shall be those duties or responsibilities normally performed by the employee which constitute a significant portion of the employee's time or which constitute the differentiating factors which identify that particular position from other positions, provided the balance of duties can be reassigned by the agency;

(2) A request for disability leave shall be in writing except when the Agency is advised by other appropriate means of the employee's disability in which event the employee's signature is not required;

(3) Except for service-connected disability, the employee shall have exhausted available sick leave provided prior to being granted a disability leave; an employee may use other accrued paid time for this purpose but is not required to do so;

(4) During a disability leave, the disabled employee shall provide written verification by a person licensed under the "Medical Practices Act" (Ill. Rev. Stat. 1981, ch. 111, pars. 4401 et seq.) or under similar laws of Illinois or of other states or countries or by an individual authorized by a recognized religious denomination to treat by prayer or spiritual means; such verification shall show the diagnosis, prognosis and expected duration of the disability; such verification shall be made no less often than every 30 days during a period of disability, unless the nature of the disability precludes the need for such frequency of verification;

(5) As soon as an employee becomes aware of an impending period of disability, he/she shall notify

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

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

(7) When the employer has requested a fitness for duty evaluation, pursuant to subsection (b)(6) of this Section, that determines the employee is unfit for duty and the employee's physician certifies the employee is fit for duty, the employer may rely upon the decision of the impartial physician as to the employee's fitness for duty. The examination shall be paid for by the employer.

Failure of an employee to provide verification of continued disability upon reasonable request shall on due notice cause termination of such leave.

An employee's disability leave shall terminate when said employee is no longer temporarily disabled from performing his/her regularly assigned duties.

(1) An employee is no longer temporarily disabled when he/she is able to perform his/her regularly assigned duties upon advice of the appropriate authority or, in the absence of such authority, the attending physician.

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

(3) In determining whether to approve a requested discharge of an employee for failure to return from a disability leave or for physical inability to perform the duties of a position, the Director may

seek and rely upon the advice of the State Employees Retirement System or other appropriate authority, including an impartial physician selected in accordance with Subsection (6) above.

Return from Disability Leave

An employee who returns from a disability leave of six months or less shall be returned by the Agency to the same or similar position in the same class in which the employee was incumbent at the time the leave commenced.

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

An employee who is on disability leave while in temporary or emergency status, except if such status results from a leave of absence to accept such position, shall be eligible for such leave for the balance of such appointment and shall earn or accrue no other benefit arising from this Subpart.

Section 9. Leave to Take Exempt, Non-Union Position

The Director of Central Management Services may approve leaves of absence for certified employees who accept appointment in a State position which is exempt from Jurisdiction "B" of the Personnel Code. For those positions that are non-code "at will" as defined in DOT policies, the Illinois Secretary of Transportation may approve such leave for certified employees.

Section 10. Veteran Leave of Absence

Leaves of absence shall be granted to employees who leave their positions and enter military service for 5 years or less (exclusive of any additional service imposed pursuant to law). An employee shall be restored to the same or a similar position on making an application to the Employer within 90 days after separation from active duty or from hospitalization

continuing after discharge for not more than one year. The employee must provide evidence of satisfactory completion of training and military service when making application and be qualified to perform the duties of the position.

ARTICLE XI
VACATION AND HOLIDAY

Section 1. Vacation Scheduling

Subject to the Employer's operating needs, written vacation requests submitted by January 1 of each year shall be scheduled by seniority. Subject to the Employer's operating needs, all other vacation requests shall be scheduled in the order of request. In any event, upon request, vacation must be scheduled so that it may be taken no later than 24 months after expiration of the calendar year in which such vacation was earned. If an employee does not request and take accrued vacation within such 24-month period, vacation earned during such calendar year shall be lost. The Employer, unless operating needs dictate otherwise, shall not change an employee's vacation once it has been approved. Vacation time may be taken in increments of not less than one-half (1/2) hour at a time and quarter-hour (1/4) increments thereafter.

Section 2. Vacation Payment

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

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

After an employee's earned vacation time has been computed, if there remains a fractional balance of one-half (5/10) of a workday or less, the employee shall be deemed to have earned vacation time of one-half (5/10) of a workday, in lieu of the fractional balance; if there remains a fractional balance of more than one-half (5/10) of a workday, the employee shall be deemed to have earned a full workday of vacation time in lieu of a fractional balance. Such computation will occur upon separation from employment.

Such rounding off of fractional balances shall only be done upon an employee's request for vacation days in increments of five (5) or more. However, no employee shall accumulate more than one (1) day per calendar year by rounding off under this Section.

Effective January 1, 2016, employees newly-hired into the bargaining unit shall be entitled to a vacation payout of no more than 45 days.

Section 3. Holidays Observed

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

ARTICLE XII
LAYOFF

Section 1. Purpose

Layoffs may be implemented when the Employer, at its sole discretion, determines that one of the

following situations requires them:

a. Lack of work
b. Lack of funds
c. Material reorganization

Section 2. Notice

In the event the Employer becomes aware of an impending reduction in work force, the Union shall be notified at least thirty (30) days in advance of the expected date layoffs are to take place, unless circumstances do not allow such advance notice. In any event, notice of layoff shall be given to the employees affected at least ten (10) working days prior to the effective date whenever possible. Such notice shall be given in writing and served on the employee in person or by Certified Mail to the last home address appearing in the employee's personnel file.

Section 3. Procedure

A. Layoffs shall be accomplished by appropriate organizational unit which shall be defined as Sections within District Bureaus and Units within Central Bureaus.

B. Layoff shall be by position title as determined by the Employer within the organizational unit.

C. Employees shall be laid off in accordance with their performance ranking and their relative possession of special skills and abilities compatible with functions continued.

D. When performance, skills and abilities are relatively equal, employees shall be laid off in inverse order of length of continuous service with the Agency.

E. No permanent employees shall be laid off until all temporary, hourly, and part-time technical employees in the position title in the organizational unit are terminated.

Section 4. Options for Laid Off Employees

Upon receipt of notice of layoff, the employer

shall, notify the Employee of their option(s) to elect one or more of the following options:

A. Voluntary Reduction. The affected employee may request to reduce in lieu of layoff to a permanent vacancy in the next lower classification in the same class series within the organizational unit or to a lower classification in which the employee had previously obtained permanent status. When performance, special skills and abilities are relatively equal, seniority shall be the determining factor. For the purpose of this Article, a vacancy is defined in Article XV.

   1. Should the employee be offered a voluntary reduction to a vacancy at the next lower level within any Agency covered by this collective bargaining agreement, within the county of layoff, and the employee refuses to accept such position within three (3) working day of the offer, the employee shall forfeit all further eligibility for voluntary reduction. Refusal to accept such offer will not impair the employee's right to re-employment provided in Section 5 of this Article.

   2. If the employee does voluntarily reduce in lieu of layoff, he/she shall receive his/her current rate of pay except that if such rate of pay is higher than the maximum rate of pay for the class to which the employee is reduced, his/her pay rate shall be reduced to the maximum rate for the new class.

   3. Upon voluntary reduction in lieu of layoff, the employee shall be granted permanent status in the classification to which reduced.

B. Transfer. Employees shall be offered a transfer to any vacancy at any Agency covered by this agreement, as defined in Article XV, within the same job rate or pay range within the Agency's available bargaining unit vacancies within the county provided the employee is qualified for such vacancy. When performance, special skills and abilities are relatively equal, seniority shall be the determining factor.

C. Layoff. An employee notified of layoff who, within ten (10) working days, fails to secure a position under the options in A or B above shall be laid off and removed from payroll status.

Section 5. Recall

Each permanent employee laid off will be placed for three years from the date of layoff on a Recall List maintained by the Central Bureau of Personnel Management. Recall lists shall be established by title and organizational unit. Individuals laid off will be automatically placed on the Recall List for the title and organizational unit in which they were employed on the date of layoff. Employees will additionally be entitled to apply for placement on Recall Lists for any other equal or lower title for which they qualify, within the Agency within the county and for any other two counties within their Agency they desire. Recall lists shall be provided to the Union as requested, but not more often than once a month.

Employees shall be removed from the Recall List for the following reasons:

1. Acceptance of a position.

2. A request from the employee that his/her name be removed.

3. Failure when contacted at the address last given by the employee to respond to a recall.

4. Failure to accept two position offers equal to the position from which laid off.

5. Failure to report to work within five (5) working days after notification to return.

6. Passage of three years from the date of placement on the list. Employees on the Recall List shall be recalled in reverse order of their layoff, such as, last laid off, first recalled.

Section 6. Salary Upon Recall

When an employee is returned to active status as a result of the recall procedure, the person shall be

paid the same salary at which he/she was being paid at the time of his/her layoff plus an increase equal to the percentage increase of the midpoint of the applicable salary range. In no case shall the salary exceed the top of the pay range for the classification being filled.

ARTICLE XIII
DISCIPLINE

Section 1. The Employer agrees to the tenets of progressive and corrective discipline. Disciplinary action shall include the following:

a. Oral Reprimand

b. Written Reprimand

c. Suspension

d. Discharge

Disciplinary action may be imposed on an employee only for just cause. The requirement to utilize corrective and progressive discipline shall not preclude the Employer from imposing a suspension or discharge when warranted.

The parties recognize that counseling is not considered disciplinary action and may not be grieved. If the employee has been counseled, they shall be advised of such.

The Employer retains the right to reassign employees, who are under investigation, for the duration of the investigation.

Section 2. For discipline other than oral or written reprimands, prior to notifying the employee of the contemplated measure of discipline to be imposed, the Employer shall meet with the employee involved and inform him/her of the reason for such contemplated disciplinary action including any names of witnesses and copies of pertinent documents. Employees shall be informed of their rights to Union representation and shall be entitled to such, if so requested by the employee, and the employee and Union representative shall be given the opportunity to rebut or clarify the reasons for such discipline. If a rebuttal is not provided orally at the time of

the pre-disciplinary meeting, a written rebuttal shall be provide within (5) work days by the employee or the union. Reasonable extensions of time for written rebuttal purposes will be allowed when warranted and if requested but shall not exceed five (5) work days.

In the event disciplinary action is issued against an employee, the Employer shall give a copy of such discipline to the Union.

Section 3. Any written reprimand imposed for tardiness and absenteeism shall be removed from all records when more than 12 months have elapsed since the employee was last warned or disciplined for such an offense.

Any written reprimand for any other infraction shall be removed from all records when more than 12 months have elapsed since the employee was last warned for such an offense.

The 12 month period shall be equally extended by any leave of absence or suspension. Such removal shall be upon the request of the employee, but in any case, shall not be used against the employee.

Section 4. An employee shall be informed that he/she is entitled to the presence of a Union representative at non-criminal investigatory interviews conducted by an agency's Inspector General or internal affairs unit, the Executive Inspector General or the Illinois State Police Division of Internal Investigations. If such an interview is to be conducted away from the employee's worksite, the employee shall be so notified prior to leaving his/her worksite. In the case of all other non-criminal investigatory interviews, the person conducting the interview shall inform an employee that he/she is entitled to the presence of a Union representative not later than the commencement of the interview, provided that the subject matter of the interview could cause a reasonable person to believe that the employee could be disciplined as a result of the interview.

An employee shall be entitled to the presence of a Union representative at an investigatory interview if he/she requests one and if the employee has reasonable grounds to believe that the interview may be used to support disciplinary action against him/her. Such Union representative may be present during an investigatory interview for the purpose of protecting an employee's

rights under the Collective Bargaining Agreement; however, such Union representative shall not act in such a manner so as to obstruct the investigation.

It is understood by the parties that an employee's statement, either oral or written, made in investigatory interviews when representation is requested by the employee and denied shall not be used against him/her in any subsequent disciplinary action.

All time spent by an employee, including travel time, who is required by the Employer to attend an investigatory interview away from the employee's regular workplace shall be paid by the Employer at the appropriate rate. All related travel costs shall be paid pursuant to the Travel Control Board rules.

An employee who signs an investigatory interview statement shall be given a copy of the signed statement upon completion of the investigation, if requested, and in advance of any disciplinary meeting.

An employee who is required to attend a subsequent interview(s) shall have the opportunity, if available, to review his/her prior signed written statement(s) at the beginning of such interview(s), upon request. If the signed written statement(s) is unavailable when requested by the employee, the employee shall not be adversely impacted by the Employer's failure to provide said statement(s).

Following such an investigation the employee and the Union shall be notified in writing that the investigation is complete. If an investigation of alleged employee misconduct does not lead to discipline the employee shall receive written notification that the investigation is closed without charges being filed, and the allegations of misconduct will not become part of the employee's permanent file nor be used to adversely affect the employee's contractual rights.

Nothing in this Section shall prevent the Employer from relieving employees from duty in accordance with its practice. The employee shall not lose any wages because of such release.

Section 5. Video Recording

The use of video cameras and electronic devices on Employer premises and Employer vehicles shall only be

utilized:

(1) To investigate or review concerns of a specific worker's compensation claim or fraud associated with a worker's compensation claim;

(2) To investigate or review an accident report that resulted in serious bodily injury to an employee of the Employer or visitor, or damage to the building; or

(3) To substantiate a report or claim of a serious offense that, if proven factual, could result in immediate discharge without the use of progressive steps of discipline (ie theft, battery, sexual harassment or fraud, etc.).

If the Employer intends to utilize video camera footage for any of the three categories listed above, they must provide a copy of all pertinent video to the Union prior to any discipline being imposed.

For any other infractions where video is utilized by the employer, information collected by the video recording will not alone constitute a basis for disciplinary action. Nor for this paragraph will information obtained by video recording be the sole basis to initiate an investigation into violations of Department rules, policies and union agreements.

The Employer will notify the Union of any additional equipment brought into use.

ARTICLE XIV
GRIEVANCE PROCEDURE

Section 1. A grievance is defined as a dispute, difference or complaint raised by the Union, by an employee, or by a group of employees covered by this agreement involving the meaning, interpretation or application of the expressed provisions of this agreement, specifically including discipline and discharge for cause.

Group grievances are defined as, and limited to, those grievances which cover more than one (1) employee, and which involve like circumstances and facts. Individual grievances which meet the definition of group grievances as contained herein shall be consolidated at the first step of the grievance procedure. A group grievance shall be so designated as a group grievance at each step of the grievance procedure and shall set forth thereon the

names and classifications of the employees covered by the group grievance. Relief is restricted to those employees identified in the group grievance. Only one (1) of the grievant's may represent, attend, and serve as spokesperson for the entire group if the grievant's testimony is pertinent to the union's presentation/argument or the grievant's testimony cannot be stipulated to by the parties.

Section 2. Grievances arising after the effective date of the signing of this agreement shall be raised, discussed, and taken up in accordance with the following procedure:

Step 1: The employee or the Union shall orally raise the grievance with the employee's immediate supervisor outside the bargaining unit. All grievances must be presented not later than seven (7) working days from the date the grievant became aware of the occurrence giving rise to the complaint. The supervisor shall have three (3) working days in which to respond to the grievance.

Step 2: If the grievance is not resolved in Step 1 or an answer is not given within the time specified, the grievance shall be reduced to writing on a standard grievance form provided by the Employer for such purpose stating the facts of the complaint, the section(s) of the agreement allegedly violated, if applicable, and the relief requested and dated and signed by the employee, or by the union representative. Such written grievance shall be presented (or mailed by Certified Mail, Return Receipt Requested) to the intermediate supervisor, Administrative Services Manager, or facility head or his/her designee within five (5) working days of the supervisor's Step 1 response or the day such reply was due, whichever occurs first. The designated management official will have five (5) working days in which to respond to the grievance, except that a meeting may be held to review the grievance at this step and shall be at a time when the Union is available to attend. The designated management official shall have five (5) working days from the date of the meeting to respond to the grievance in the event a meeting is held.

Step 3: If the grievance is not satisfactorily resolved in Step 2 or an answer is not given in the time specified, the employee or the union

representative may, within five (5) working days of the Step 2 answer or after such answer was due, whichever occurs first, request a review by the agency head or his designee. Within fifteen (15) working days of the mutually scheduled hearing date or if no hearing is held, the agency head or his designee shall render a written decision on the grievance.

Step 4: Union-Employer Grievance Committee Meeting

4(A): If the grievance is not adjusted in Step 3, or no answer is given within the time specified, the Union may request by written notice to the Department of Central Management Services, Division of Labor Relations, within ten (10) working days after Step 3 answer, or after such answer was due, whichever occurs first, a Union-Employer grievance committee meeting.

This committee may consist of up to 3 members from the Union and up to 3 members from the Employer. The committee shall be equally represented by both management and the union. A Representative from each party shall present the grievance. The committee shall meet every other month to hear the grievance(s) which have been appealed to Step 4(A) at a time and place of mutual convenience. Less frequent meetings may occur by mutual agreement of the parties. At such meeting, either party may be granted no more than one (1) request to hold the presentation of any grievance appealed to Step 4a. If the grievance is not presented to the Committee at the next 4a meeting, it shall be considered either granted or withdrawn. Within five (5) working days of the 4a meeting, the Union may decide that the grievance(s) raises a substantial issue which should be submitted to an independent arbitrator in accordance with the procedure set forth in Step 4(B) below.

(B) Arbitration

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 or the American Arbitration Association to submit a list of seven (7) arbitrators. The parties shall alternately strike the names of three arbitrators, taking turns as to the first strike. 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.

(C) Arbitration Procedures

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator. The Employer or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses who are not employees of the Employer.

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

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

within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the fact of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding.

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

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

If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, it shall pay for the cost of its copy.

Section 3. In discussions or meetings with the Employer in the grievance procedure, except Section 2 Step 4(A), the employee shall be entitled to be present, without loss of pay, and may be accompanied or represented by the exclusive bargaining agent or their representative.

Section 4. (A) Grievances not appealed within the designated time limits will be treated as a withdrawn grievance.

(B) Grievances may be withdrawn at any step of the grievance procedure without prejudice.

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

(D) Grievances concerning suspension of 30 days or less of an employee may be initiated at Step 2 of the grievance procedure.

(E) Grievances concerning suspension of more than 30 days and/or discharge of an employee shall be initiated at Step 3 of the grievance procedure.

(F) If the grievant has filed an appeal under the Department of Transportation's Technical Grievance Procedure or with the Civil Service Commission over a subject matter similar to the employee's grievance filed under the collective bargaining agreement, the parties agree that the grievance procedure contained herein will not be applicable.

Section 5. Authorized business agents or officers of Local 916 shall have reasonable access to all the facilities of the Employer for the purpose of investigating grievances, attending grievance hearings, and for other reasons related to the administration of this agreement. Such authorized personnel of the Union shall give reasonable advance notice to the appropriate Employer representative prior to his/her arrival. Upon such notice, the Employer reserves the right to designate a meeting location. Such visitations shall not interfere with the operations of the Employer.

Section 6. A matter may be raised at any level of the grievance procedure upon mutual consent of the parties.

Section 7. Stewards or alternates shall be permitted reasonable time at the beginning and end of the workday to investigate established grievances on the Employer's property without loss of pay. Employees and stewards, if requested by the employee, shall be allowed reasonable time during regular working hours to present and process employee grievances; however, whenever possible this shall be done at the beginning and end of the workday or, in any event, when it will not interfere with operations of the Employer. Stewards shall be permitted reasonable time at the beginning and end of the workday to present and process grievances initiated by the Union. Any reasonable time so allowed by this Agreement or required by the Employer shall be considered regular work time if such falls within the employee's regular working hours. The Employer reserves the right to require reasonable documentation of time spent in processing grievances. The Employer shall not be obligated for

any compensation to employees or stewards for any time spent in the handling of employee or union grievances which falls outside the employee's or steward's regular work schedule.

No employee or union division representative shall leave his/her work to investigate, file or process grievances, without first notifying and receiving approval from his/her supervisor or designee as well as the supervisor of any unit to be visited.

The Union Division Representatives at each District or Facility will be identified in writing by the Union to local management and the Agency Labor Relations Office. Any changes thereto, will also be made known within a reasonable time and fashion.

Section 8. Both parties shall have the right to examine documents which are reasonably available and substantially pertinent to the grievance under consideration.

ARTICLE XV
Filling of Vacancy

Section 1. Definition of Permanent Vacancy

Permanent Vacancy for the purpose of this Article is created:

A) When the Employer determines to increase the work force and to fill the new position(s).

B) When any of the following personnel transactions take place and the Employer determines to replace the previous incumbent: terminations, transfers, promotions, demotions and related transactions.

C) Vacancies filled by bargaining unit and/or non-bargaining unit employees as a result of demotion or reduction in lieu of layoff, pursuant to a layoff plan, shall not be considered permanent vacancies for the purpose of this Article.

Nothing contained in this Article shall prevent the Employer from temporarily filling a vacancy.

Section 2. Job Posting

When the employer determines to fill a permanent

vacancy within the bargaining unit, the Employer shall post for 10 days within the Agency the position is located, by District Offices and Central Bureaus and will make a reasonable attempt to provide the same information to field offices. The posting notice shall state the position classification, any specialized skills, training, experience or other necessary qualifications, the shift, the work location and assignment, rate of pay and shall indicate that it is a bargaining unit position.

Any certified bargaining unit employee may bid on a position in any Agency under this collective bargaining agreement; however, they must be deemed qualified and eligible in order to be considered for selection. An employee on a leave of absence is not considered eligible unless, upon acceptance of the position the employee is able to commence performing the duties within ten (10) working days of being offered the position. The Employer reserves the right to require bona fide specialized skills, training, experience or other necessary qualification as set forth in the classification specification.

When permanent changes in job assignments are made by the Employer, these transactions do not necessitate the posting procedure above.

Section 3. Interviews

All certified employees covered by this Agreement shall be allowed to interview for permanent full-time positions in accordance with Section 2 above and Sections 4 and 5 below. Employees interviewing for a position within the Department shall be allowed to do so 4 times within a 12 month period without loss of pay. Approval to be released from work shall be subject to the operating needs of the Department. State vehicles may not be utilized for traveling to or from interviews outside of the Employee's District. Any employee who has been selected for a vacancy must make known his/her acceptance within two (2) work days of receiving notice of his/her selection. Failure to accept the position within said time limit shall constitute a waiver of the position.

Section 4. Bidding

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

An employee who transfers under this Section will not be eligible to transfer again for one (1) year.

Section 5. Order of Selection

Permanent vacancies shall be filled by the application of the provisions of this Article and for titles that require professional licensure, interviews shall be conducted. The employee deemed most qualified via the interview process shall be offered the position. For all other positions, the following order of selection will be used:

A. Lateral Transfer

When a permanent vacancy is posted, certified bargaining unit employees who bid via lateral transfer will be offered the job first. If more than one employee bids via lateral transfer, the most senior qualified bidder will be offered the position. Selection will be based on the following:

1) Transfer within the same classification to the same work location.

2) Transfer within the same classification within the same county.

3) Transfer within the same classification to a different work location in a different county.

B. Voluntary Reduction

If the position is not filled via lateral transfer, certified bargaining unit employees who bid via voluntary reduction will be offered the position. If more than one employee bids via voluntary reduction, the most senior qualified bidder will be offered the position.

C. Promotion

If the position is not filled via voluntary reduction, certified bargaining unit employees who bid will be offered the position. The employee deemed most qualified via the interview process shall be offered the position.

However, if less than 5 certified bargaining unit members bid for a position through lateral transfer, voluntary reduction, and regular bidding, the employer may consider external non-bargaining unit bidders for the position at this level.

If the position is not filled by qualified certified bargaining unit employees, the position shall be filled by other means.

Section 6. Nepotism

Employees shall not be eligible to bid, be appointed, or otherwise be assigned to any position where he/she would be in a direct line supervisory or subordinate position with a relative. Relatives include spouse, parent, child, sibling, grandparent, grandchild, uncle, aunt, first cousin, nephew, niece, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law or step-parent or step-child.

ARTICLE XVI
PROMOTION

Section 1. Employees shall be advanced in title pursuant to the schedule below based upon satisfactory performance pursuant to the official evaluation form. The parties agree that the below time-in-grade classification advancements constitute a one-time training period. With regard to permanent part-time positions, such promotions shall be prorated.

	Minimum	Maximum
CET to CE I	7 months	9 months
CE I to CE II	12 months	24 months
CE II to CE III	24 months	30 months
EE I to EE II	12 months	24 months

EE II to EE III	24 months	30 months
EA/TT to ET I/MT I	12 months	18 months
ET I to ET II	18 months	24 months
ET II to ET III	30 months	36 months
LS I to LS II	12 months	24 months
OCST to OCS I	7 months	9 months
OCS I to OCS II	12 months	18 months
Effective July 1, 2004:		
TM I to TM II (BIP Only)	12 months	24 months
TM II to TM III (BIP Only)	24 months	30 months
Effective July 1, 2005:		
Geologist I to Geologist II	12 months	24 months
Geologist II to Geologist III	24 months	30 months
RS I to RS II	12 months	24 months
RS II to RS III	24 months	30 months
Effective July 1, 2019:		
Photo I to II	12 months	24 months
Photo II to III	24 months	30 months

Section 2. Salary Increase for Promotion

An employee who is promoted to the next higher title shall receive a 4% salary increase. An employee who is promoted more than one title that is to higher level salary grade shall receive at least an additional 2% increase. The Employer may give an additional increase based on experience, tenure and similar positions within the Department as documented. In no instance will an employee be paid outside of the salary brackets.

ARTICLE XVII
SENIORITY

Section 1. Seniority for the purposes of determining appropriate order of layoff and vacation scheduling shall consist of the employee's total uninterrupted period of service from the most recent date of hire to a position within the Department of Transportation, Central Management Services or Natural Resources.

Section 2. Seniority for all other purposes stated in the Agreement shall consist of the total length of the employee's continuous service since the most recent date of hire to a position within the bargaining unit with all Agencies, Boards and Commissions under the jurisdiction of the Governor.

Section 3. For the purpose of shift bidding, seniority shall be defined as the employee's most recent date of appointment into the organizational unit.

ARTICLE XVIII
EVALUATIONS

Section 1. The Department shall continue with usage of the statewide evaluation form. Such evaluation shall be completed not less than 30 days nor more than 90 days prior to the date of any merit increase and shall be completed by the employee's immediate supervisor and will become effective upon the review and approval of upper level management. The form shall only have the ratings of unsatisfactory, satisfactory and exceeds and shall be based on the current job description.

ARTICLE XIX
PERSONNEL FILES

Section 1. Employees shall have the right, upon advance reasonable request, to review the contents of their personnel file. Reasonable requests, as determined by the Employer, to copy documents in the personnel file shall be honored.

ARTICLE XX
EQUIPMENT AND TOOLS

Section 1. All equipment and tools necessary for the performance of tasks and work functions assigned to

the employees shall be provided and maintained by the Employer. However, aircraft mechanics, who are required to provide all hand tools for performance of assigned tasks and work functions, shall receive a maximum of $375.00 per year for replacement of broken tools. Reimbursement shall be subject to current operational procedures.

Section 2. First aid material and equipment shall be provided by the Employer at appropriate locations and the Employer shall make a reasonable effort to provide such at every field office. Should the Employer provide training in the techniques of first aid, such shall be made available to employees during working hours without loss of pay.

Section 3. Employees shall be issued Department identification cards as needed.

Section 4. Boot Allowance

Effective July 1, 2014 the Employer shall provide a boot allowance of $150.00 per year for those bargaining unit employees who are required by the Employer to wear Steel-toe safety shoes.

Such allowance shall be applied only to certified employees who are on the active payroll effective July 1. Employees on authorized leave of absence on July 1 shall be paid this allowance on a prorated basis upon return from leave.

ARTICLE XXI
EXAMINATIONS

Section 1. Professional Examination

Where professional certification or license is required by the Department for an employee's current bargaining unit position classification or for promotional opportunity within the Department, the employee shall be allowed a reasonable amount of time off without loss of pay during normal working hours for the purpose of taking the examination necessary to obtain such license.

The Employer shall pay all ordinary and customary annual fees to maintain the license or certification if the license or certification is required for

his/her position. An employee shall be allowed a reasonable amount of time off without loss of pay during normal working hours for the purpose of attending continuing education requirements to maintain such license or certification. Such time off shall be consistent with the operating needs of the Employer.

Upon obtaining the following professional certifications or licenses that are required by the Department for an employee's current bargaining unit position classification or for promotional opportunity within the Department, employees shall receive the following salary increases:

Engineer Intern Licensure: $100 per month salary increase

Surveyor in Training Licensure: $100 per month salary increase

Professional Engineer license designation: 3% salary increase

Structural Engineer license designation: 3% salary increase

Landscape Architecture license designation: 3% salary increase

Professional Land Surveyor license designation: 3% salary increase

These salary increases will become effective beginning the next pay period after the Employer receives official documentation proving certification or licensure and only apply to certifications or licensures obtained after the date of ratification of this agreement.

Section 2. Medical Examinations

When the Employer requires an employee to submit to an examination by a physician designated by the Employer, the Employer shall pay the cost of such examination which shall be conducted during the working hours without loss of pay.

ARTICLE XXII
DRUG AND ALCOHOL TESTING

Section 1. The Employer shall have the right to conduct a drug test on an employee if there is reasonable suspicion that the employee is under the influence of or using controlled substances. Upon request, prior to any discipline being imposed the employee shall receive a copy of his/her B.A.C. level and/or his/her drug concentrate levels.

Any employee may be tested when there is reasonable suspicion that the employee is under the influence of alcohol or an unauthorized controlled substance. Reasonable suspicion exists if specific objective facts and circumstances warrant rational inferences that a person may be under the influence of alcohol and/or an unauthorized controlled substance.

Reasonable suspicion drug-testing does not affect the employer's ability to conduct post-accident drug testing in accordance with the policy manual.

Section 2. If, as a result of the investigation and/or pre-disciplinary hearing, just cause is present, discipline shall be imposed as follows:

ALCOHOL AND DRUGS

A positive alcohol test shall result in discharge for employees in safety sensitive positions. In those instances where an employee tests positive (.02 or above) while being tested at the beginning of his/her shift, or for employees in non-safety sensitive positions, the employee shall receive a 30-day suspension, mandatory enrollment in the employee assistance program and periodic random tests for one year from the effective date of the suspension. A second positive alcohol test will result in discharge.

A positive drug test which includes, but is not limited to, an adulterated sample will result in discharge.

All Department of Transportation employees shall be subject to post accident testing in accordance with Department guidelines.

Refusal to test will result in discharge.

Employees in safety sensitive positions shall be subject to random testing and if found to be positive shall be discharged.

Section 3. The Department fully supports the Employee Assistance Program and encourages employees who are using unauthorized controlled substances to seek the confidential services of the Employee Assistance Program at their work place. The Employee Assistance Program plays an important role by providing employees an opportunity to eliminate illegal drug use. Referrals can be made to appropriate treatment and rehabilitative facilities who will follow-up with individuals during their rehabilitation period to track their progress and encourage successful completion of the program.

Section 4. The parties recognize the Employer's obligation to comply with the United States Department of Transportation regulations regarding the drug and alcohol testing provisions for those employees who are required to possess a Commercial Driver's License during the course of their employment and shall abide by any modification to this agreement resulting from changes or additions to these regulations.

ARTICLE XXIII
INDEMNIFICATION

Section 1. The parties agree that bargaining unit employees have the right to request representation and indemnification through the Illinois Attorney General's office in the event they are defendants in civil liability suits arising out of actions taken or not taken in the course of their employment as State employees. The Attorney General's office shall make the decision to represent and indemnify such employees in accordance with existing statutory provisions and authorization contained therein.

ARTICLE XXIV
INSURANCE

Section 1. 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 pursuant to the provisions of the State Employees Group Insurance Act of 1971 (Public Act 77-476) as amended by Public Act 90-65 and as amended or superseded and insurance plans from time to time negotiated thereunder.

However, Employees covered by this Agreement may opt out of such coverage for group health insurance and may opt into the Teamsters & Employers Welfare Trust of Illinois (hereinafter collectively referred to as "TEWTI") Fund. Members of the bargaining unit not currently opted-into the TEWTI Fund must opt into coverage by the TEWTI, within 30 days from commencement of employment or during the annual open enrollment period for the State's Group Insurance Plan.

The Employer agrees to make contributions to the TEWTI Funds in an amount as set forth in the MOA. This contribution shall be made monthly on behalf of each regular full-time employee covered by this Agreement. Such rate shall continue unless otherwise adjusted by the Boards of Trustees pursuant to the provisions below.

Commencement or Contributions

Contributions to the TEWTI for all new employees shall commence with the month in which their employment begins. However, if the Employer has made a contribution to the State's Plan for that month, contributions for new employees shall commence the month after opt-in.

Contributions for Subsequent Years

The Trustees of the TEWTI may increase the Employer's contribution rates by an amount not to exceed the amounts set forth in the MOA, if warranted by actuarily sound assumptions and methodologies in order to maintain the current level of benefits.

At least ninety (90) days prior to any increase in the Employer's contribution rate, the Fund shall provide the Employer written justification regarding the increase, including relevant claims and indirect cost data, all pharmacy rebates and stop-loss reimbursements paid to the fund in the experience period, all assumptions used to calculated the rate increase, and the fund balance to date as it compares to the fund's target reserve.

As of June 30, 2023, new hires shall be eligible to participate solely in the State Insurance, unless such is negotiated otherwise by the parties in a successor contract.

Participation Agreement

The Employer agrees to execute and abide by all provisions of the Participation Agreement with the TEWTI. The Union may initiate a grievance under Article 14 of this Collective Bargaining Agreement, and the employees or their representatives shall have the right to payment in accordance with the terms of the State Prompt Payment Act (30 ILCS 540; 74 III. Adm. Code 900) should the employer fail to abide by its obligations under this Agreement.

Life Insurance

During the term of this Agreement, the Department shall continue in effect for all eligible employees and their eligible dependents, the benefits, rights and obligations of the Group Life insurance under such terms and at such rates as are made available by the Director of Central Management Services pursuant to the State Employees Group Insurance Act except as modified during the term hereof by agreement of the parties.

Continuation of Benefits

All benefits, rights, and obligations referenced in this Article shall remain in effect until implementation of a successor Collective Bargaining Agreement.

Section 2. Health Maintenance Organizations

In accordance with the provisions of Federal law and the regulations thereunder, if applicable, the

Employer shall make available the option of membership in qualified health maintenance organizations to employees and their eligible dependents who reside in the service area of qualified HMO's.

ARTICLE XXV
WAGES

Section 1. All bargaining unit employees on active payroll on the date of ratification shall receive a one (1) time stipend of $2,500 prorated by 25% for each year the employee was employed from July 1, 2015 through June 30, 2019. The stipend shall be paid as soon as practicable.

Effective January 1, 2020, the pay rates for all bargaining unit classifications shall be increased by 1.50%.

Effective July 1, 2020, the pay rates for all bargaining unit classifications shall be increased by 2.10%.

Effective July 1, 2021, the pay rates for all bargaining unit classifications shall be increased by 3.95%.

Effective July 1, 2022. The pay rates for all bargaining unit classifications shall be increased by 3.95%.

The wage provisions provided for in this article shall be pro-rated for permanent part-time employees.

Effective January 1, 2020, January 1, 2021, January 1, 2022, and December 16, 2022, employees covered by this agreement shall receive a 3% increase if the employee has been in the title for 5 years or more and is below the mid-range of pay.

On December 31, 2019, the bottom of the pay ranges for all salary brackets for titles covered by this agreement shall be raised 2%.

Effective January 1, 2020, the salaries for the following titles shall each be upgraded one pay grade:

Land Surveyor I

Land Surveyor II

Effective January 1, 2020, the pay grade for Management Technician I shall be moved to the same as Engineering Technician I.

Effective January 1, 2020, Management Technician II shall be moved to the same as Engineering Technician II.

Section 2. Shift Differential

As of the date of ratification of this agreement, Employees shall be paid a shift differential of $2.00 per hour in addition to their base salary for that day provided that they are scheduled to work and they work half or more of such work hours before 7 a.m. or after 3 p.m. As of July 1, 2022, the shift differential shall increase to $2.25 per hour.

The regular base rate of pay shall apply for liquidation of any benefit time, including holidays.

Section 3. Temporary Assignment

The Employer may, within the provisions of this Section, temporarily assign an employee to perform the duties of another position classification. The Employer will attempt to assign temporary assignment to the employees in the next lower classification/work title in which the temporary assignment occurs and to equitably distribute such assignments on a rotating basis giving due consideration to qualifications, seniority, and the operating needs of the agency. The time limits contained herein shall apply when an employee performs the duties and/or is held accountable for responsibilities not considered a normal part of his/her regular position classification whether or not those duties are those which distinguish a higher level position classification; however, to be eligible for temporary assignment pay the employee must be directed to perform duties or the duty which distinguish the higher level position classification and/or be held accountable for the responsibility of a

higher level position classification.

The mere absence of an employee does not automatically entitle another employee to temporary assignment pay unless the employee otherwise qualifies for such pay under the criteria established in this Section.

An employee temporarily assigned to a position classification in an equal or lower pay grade than his/her permanent position classification shall be paid his/her proper permanent position classification rate. Employees temporarily assigned by the Employer to perform the duties that distinguish a higher classification for a period of ten (10) working days or more shall receive a 3% salary adjustment for all time assigned to such position but no less than an increase to place the employee at the bottom of the higher salary bracket. However, if the employee is temporarily assigned to a position outside the bargaining unit, the employee shall be paid in accordance with Agency practice for temporary assignment pay for non-bargaining unit employees but no less than an increase to place the employee at the bottom of the higher salary bracket. Such assignments shall be at the discretion of the Employer and shall be communicated to the Employee in writing.

Time Limits

The assignment shall not be for more than 120 days in duration. If over 120 days, the employer shall temporary assign another qualified employee to perform those duties and continue to rotate said temporary assignment. Time limits herein may be extended by mutual agreement of the parties.

The Employer shall not split duties or rotate or reassign other employees to any specific temporary assignment in order to circumvent the payment provisions of this

Agreement.

A report of all temporary assignments shall be provided to the union on a monthly basis.

Criteria for Promotion

It is not the Employer's intention to use temporary assignment to favor or specially qualify certain employees for future promotional opportunity. However, time in temporary assignment, if included on CMS-100B or approved application, shall be given appropriate consideration by the Department.

If the employee who has been temporarily assigned is selected for the posted vacancy or otherwise promoted to that position, the employee shall have his/her creditable service date in that title adjusted to reflect the first date on which the employee was temporarily assigned without interruption.

Section 4. Pension Contribution

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).

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).

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 XIV of the Illinois Pension Code.

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.

Section 5. Pursuant to Public Act 97-0348 amended 9.03 of the State Comptroller Act (15 ILCS 405) all paychecks will be delivered via direct deposit. In addition, paycheck stubs will be delivered electronically where available.

Section 6. Effective July 1, 2019 bargaining unit employees shall receive a one-time longevity increase based on the following years of service with any Agency covered under this Agreement:

Years of Service	Per Month
5-9.9	$50
10-14.9	$75
15-19.9	$95
20+	$115

ARTICLE XXVI
Subcontracting

Section 1. It is the general policy of the Employer to continue to utilize its employees to perform work they are qualified to perform. However, the right to introduce new methods of operations, to eliminate, relocate, transfer or subcontract work and to maintain efficiency in the department is vested exclusively in the Employer provided the exercise of such rights by management does not conflict with the provisions of this Agreement.

Section 2. However, except where an emergency situation exists, before the Employer changes its policy involving the overall subcontracting of work in a general area, where such policy change amounts to a significant deviation from past practice or which will result in the lay off of bargaining unit employees, the Employer will notify the Union sixty (60)days before sub-contracting and offer the Union an opportunity to discuss its intention to subcontract work.

Section 3. Whenever the Employer decides to contract out work, the Employer may offer the Union the opportunity to designate up to four (4) employees to form a labor-management team with a comparable number of managers

and/or supervisors. Except where prohibited by the Procurement Code, the labor-management team can review the technical requirements of the solicitation and request for services, prepare a bid or proposal, and, before the designated bidding deadline, submit the labor-management team's bid or proposal to be considered by the service evaluation team, according to the Procurement Code. If the labor-management team's bid or proposal meets all technical requirements of the solicitation and is less costly than all other bidders, then the Employer agrees it will not contract the services and the provisions of the labor- management team's bid or proposal will be implemented. The four (4) employees designated to team up with managers and/or supervisors to draft the labor-management team's bid or proposal will qualify for administrative leave when preparing that bid or proposal.

ARTICLE XXVII
No-Strike - No Lockout

Section 1. During the term of this Agreement, neither the Union nor its agents or any employee, for any reason, will authorize, institute, aid, condone, or engage in a slow down, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the Employer. During the term of this Agreement, neither the Employer nor its agents for any reason shall authorize, institute, aid or promote any lockout of employees covered by this Agreement.

Section 2. The Union agrees to notify all local officers and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage employees violating Section 1 to return to work.

Section 3. The Employer may discharge or discipline any employee who violates Section 1 and any employee who fails to carry out his responsibilities under Section 2 and the Union will not resort to the Grievance Procedure on such employee's behalf.

Section 4. Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.

ARTICLE XXVIII
Maintenance of Standards

Section 1. The Employer shall not impose or continue in force as to the Employees covered by this Agreement during the term hereof, levels of wages, hours, or working conditions less favorable than those contained in this Agreement as negotiated with the General Teamsters Professional/Technical Local 916.

ARTICLE XXIX
TERM OF AGREEMENT

Section 1. This Agreement shall be effective as of July 1, 2019 and shall remain in full force and effect from said date until midnight June 30, 2023, and either party may notify the other in writing at least sixty (60) days prior to June 30, 2023, of their desire to amend or terminate it. IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 13th day of March, 2020.

For Teamsters Local #916

Janel Yarde by Mark Mohan
State Of Illinois, Department of Central Management Services

Bargaining Committee: _____

_____ _____

_____ _____

_____ _____

_____ _____

APPENDIX A

1. Technical Employees Covered

Full-time and permanent part-time employees occupying the following classifications comprise the General Teamsters Professional/Technical Bargaining Unit.

Aircraft Technician I	Highway Const. Sup. II
Cartographer I	Landscape Architect I°
Cartographer II	Landscape Architect II°
Cartographer III*	Landscape Architect III°
Chemist I°	Landscape Architect IV°*
Chemist II°	Land Surveyor I
Chemist III°	Land Surveyor II
Chemist IV	Land Surveyor III*
Chemist V	Land Surveyor IV*
Civil Engineer Trainee	Line Technician I°
Civil Engineer I	Line Technician II°
Civil Engineer II	Management Technician I°
Civil Engineer III*	Management Technician II°
Civil Engineer IV*°	Management Technician III°
	Management Technician IV°
Civil Engineer V*°	Operations Comm. Spec.Trainee
Civil Engineer VI*°	Operations Comm. Spec I°
Civil Engineer VII*°	Operations Comm. Spec. II°
Electrical Engineer I°	Photogrammetrist I°
Electrical Engineer II°	Photogrammetrist II°
Electrical Engineer III°	Photogrammetrist III°
	Photogrammetrist IV°
Electrical Engineer IV°	Realty Specialist I°
Electrical Engineer V°	Realty Specialist II°
Engineering Aide I°	Realty Specialist III°
Engineering Technician I	Realty Specialist IV*
	Realty Specialist V°
Engineering Technician II	Technical Advisor I°
Engineering Technician III	Technical Advisor II°
Engineering Technician IV*	Technical Advisor III°
Engineering Technician V*	Technical Advisor IV°
	Technical Manager I
Geologist I°	Technical Manager II
Geologist II°	Technical Manager III
Geologist III°*	Technical Manager IV*
Highway Const. Sup. I	Technical Manager V*
End-User Comp.Serv.SpecI	Technical Manager VI*
End-User Comp.Serv.SpecII	Urban Planner I°
End-User Comp.Syst.Analyst	Urban Planner II°
	Urban Planner III°

* Non-Supervisory, non-confidential, non-managerial Positions Only

° Department of Transportation Positions Only

SIDE LETTER
Inclusion/Exclusion

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 recognize the history of the agreement reached at the time of the development of these split classifications. 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 position from the Bargaining Unit, or the Union seeks to include a previously excluded position in the Bargaining Unit, the moving party will notify the other party via fax or mail of its intent. The Employer/Union will provide the information to the other party such as the reason for the inclusion/exclusion, the position number, the incumbent (if applicable), the job description, title, location, or any other documentation deemed relevant by the parties. The Employer/Union will respond in writing as to its position regarding the information with twenty (20) 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.

For Teamsters Local #916

03/13/2020
Date

For State of Illinois

3/23/20
Date

RECOGNITION - Side Letter

The Union recognizes that the change in language contained in Article I, Section 2, during the negotiations held on May 7, 1985, does not alter the bargaining history nor the employer's position as reflected in Article I, Section 2, of the collective bargaining agreement signed by the parties on December 17, 1983.

For Teamsters Local #916

For State of Illinois

03/13/2020
Date

3-23-20
Date

STAND-BY - Side Letter

In the Division of Aeronautics only, employees who are required by the Employer to be on stand-by shall receive four hours of straight time compensation for each full 24 hours of stand-by.

For Teamsters Local #916

03/13/2020
Date

For State of Illinois

3-23-20
Date

Memorandum of Understanding
LIGHT DUTY

Agencies 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. The employee shall receive his/her base rate of pay and benefits consistent with his/her classification.

6. Employees on light duty shall not be mandated to work overtime, and may be permitted to volunteer for overtime assignments, if in the opinion of the treating physician the employee is capable of working the overtime assignment(s) and is mutually agreed at the agency level.

7. The Union may initiate a grievance at the 3rd level over any violation of this policy.

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

9. 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.

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

11. 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.

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

For the Teamsters Local #916

03/23/2020
Date

For the State of Illinois

3-23-20
Date

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE ILLINOIS DEPARTMENT OF TRANSPORTATION

Illinois Department of Transportation Only

USE OF AUTOMATED VEHICLE LOCATION DEVICES

The Employer will acquire and evaluate the use of automated vehicle location devices for use with its vehicles. The Union will be notified when the equipment is brought into use and if expansion of use occurs.

Information collected by the automated vehicle location devices will not alone constitute a basis for disciplinary action.

Information obtained by automated vehicle location devices may not be the sole basis to initiate an investigation into violations of department rules, policies and union agreements.

For the Teamsters Local #916

For Department of Central Management Services, State of Illinois

03/13/2020
Date

3-23-20
Date

Memorandum of Agreement
Between Teamsters Local 916
Legal Agreement
And
Illinois Departments of Central Management Service and Transportation

The Agreement by and between the Teamsters Local #916 and the IL Departments of Central Management Services, Transportation and Natural Resources (Protech) collective bargaining agreement shall cover, effective with the signing of this memorandum, those employees certified in case S-RC-10-248 except as amended herein:

Discipline:
Disciplinary action may be imposed on an employee only for just cause or, in the case of a licensed attorney, the employee may be immediately discharged on the first offense, subject to the grievance rights under this agreement on the merits of the charge only, for any conduct that, in the opinion of the employer, violates the Illinois Rules of Professional Conduct, including, but not limited to, Rule 1.2 or Rule 1.16.

For the Teamsters

03/13/2020
Date

For Department of Central Management Services, State of Illinois

3-23-20
Date

Side Letter
Union Membership

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

For the Teamsters Local #916

For Department of Central Management Services, State of Illinois

03/13/2020
Date

3-23-20
Date

Shakman
Memorandum of Understanding

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

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

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

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

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

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

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

- Prior to implementation of a new system for bargaining unit positions, the Union shall review and provide input.
- All provisions of the collective bargaining agreement shall continue to apply, except as modified herein.
- CMS Bureau of Personnel will continue to assess and verify employee qualifications for positions under the Personnel Code. 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, employees shall receive training on the new system.
- A procedure shall be established to ensure that employees who do not have access to computers or who lack computer skills shall be given appropriate access and/or training.
- CMS will assess candidate qualifications in response to an express interest in a specific position being filled.
- The appeal process currently in place shall remain in effect.
- There shall be electronic receipts for applications and the opportunity for the employee to print out his/her profile.
- For positions requiring tests administered by CMS Bureau of Personnel, employees will only be required to test once unless the job requirements change.
- All promotional grades on the system as of August 31, 2019, or submitted to CMS Examining and Counseling for grading, as of August 31, 2019, shall continue to be valid within the currently

established timeframes. After August 31, 2019, promotional applications will only be accepted in response to a posting. Upon implementation of the new system, an employee applying for a position in which they are exercising their contractual rights shall indicate if they already have a promotional grade for the position.

For the Teamsters Local #916

For Department of Central Management Services, State of Illinois

03/13/2020
Date

3-23-20
Date

Outside Labor Disputes MOU

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 forty-eight (48) 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.

For the Teamsters Local #916

For Department of Central Management Services, State of Illinois

03/13/2020
Date

3-23-20
Date

SIDE LETTER
SALARY BRACKETS

The Employer agrees that it will continue to review the salary brackets and engage the union in future discussion during the term of this agreement regarding such salary brackets.

For the Teamsters Local #916

For Department of Central Management Services, State of Illinois

03/13/2020
Date

3-23-20
Date

SIDE LETTER
Central Office Communication Center

The Employer agrees that the Central Office Communication Center will be transitioning the current certified part-time staff to full-time operators. As such, the parties agree to continue to meet and discuss an implementation plan timeline.

The Employer will continue to study the feasibility of other statewide communication centers and movement to full-time positions if operationally warranted.

This MOU does not limit the Employers ability to hire permanent part-time staff in situations where a full-time employment is not warranted.

For the Teamsters Local #916

For Department of Central Management Services, State of Illinois

03/13/2020
Date

3-23-20
Date

SIDE LETTER
NINE (9) DAY ALTERNATIVE WORK SCHEDULE

The parties agree to establish a joint committee to develop a nine (9) day agency-wide alternative work schedule pilot program and shall meet no later than thirty (30) days after the ratification of this agreement and implement the pilot within six (6) weeks of the conclusion of the joint committee. The parties agree to enter into this pilot program for no less than 6 months for the purposes of evaluating its benefits and problems as it relates to operational and employee needs.

For the Teamsters Local #916

For Department of Central Management Services, State of Illinois

03/13/2020
Date

3-23-20
Date

Telecommuting MOU

Upon request of the Union, an agency shall meet to determine the feasibility of any position classifications that may be eligible to participate in telecommuting. If the agency determines its own needs may appropriately be met by allowing an employee(s) the opportunity to telecommute, the Employer shall enter into a pilot program to fully assess that the employer's operational needs are met with such program. At the conclusion of said program, a determination shall be made regarding the implementation of the telecommute. Such determination shall not be arbitrary or capricious.

Where more employees request the opportunity 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.

For the Teamsters Local #916

For Department of Central Management Services, State of Illinois

03/13/2020
Date

3-23-20
Date