AGREEMENT

by and between the

Laborers' International Union of North America –
Illinois State Employees Association, Local 2002;
Southern and Central Illinois Laborers' District Council

and the

Departments of Central Management Services
and Agriculture

State of Illinois

for VR-706
Meat & Poultry Inspector Supervisors
Automotive Shop Supervisors
Assistant Automotive Shop Supervisors

July 1, 2015 - June 30, 2023

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AGREEMENT

This Agreement is made and entered into this date July 1, 2019 by and between The Illinois Departments of Central Management Services and Agriculture, hereinafter referred to as "Employer" and Laborers' International Union of North America - Illinois State Employees Association, Local 2002, and the Southern and Central Illinois Laborers' District Council hereinafter referred to as "Union", on behalf of the employees in the collective bargaining unit described in Article I of this Agreement.

PURPOSE

Whereas, the Union, was certified by the State of Illinois, Illinois Labor Relations Board - State Panel, on October 18, 2006, in Case No. S-VR-07-006, as the exclusive bargaining representative for the purpose of bargaining for the employees; and whereas, the Union, was certified by the State of Illinois, Illinois Labor Relations Board - State Panel, on July 19, 2007, in Case No. S-RC-07-182, as the exclusive bargaining representative for the purpose of bargaining for the employees; and

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

Therefore, the following Agreement is entered into.

ARTICLE 1
RECOGNITION

Section 1. Recognition

Pursuant to the certification of the Illinois Labor Relations Board dated October 18, 2006 and July 19, 2007, the Employer recognizes the Laborers' International Union of North America as the sole and exclusive bargaining representative for all Meat and Poultry Inspector Supervisors, Automotive Shop Supervisors and Assistant Automotive Shop Supervisors (herein referred to as "Employees", excluding confidential, managerial or non-public employees within the meaning of Section 3(n) of the Illinois Public Labor Relations Act (5 ILCS 315).

Section 2. Successor Classes

The parties agree that if a new classification is a successor title, or replacement

title, to a classification covered by this Agreement, with no substantial change in duties, the parties shall stipulate to the inclusion of such classification in this agreement.

Section 3. New Classifications - Scope of VR-706 Unit

The Employer agrees to meet and discuss with the Union the inclusion or exclusion of any and all newly instituted classification specifications, which may be described within the scope of VR-706 as follows:

A statewide supervisory unit of Meat and Poultry Inspector Supervisors, Assistant Automotive Shop Supervisors and Automotive Shop Supervisors.

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

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

Section 4. Changes in Existing Classifications

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

Section 5. Pay

Employer agrees to negotiate with the Union as to the appropriate pay grade to be assigned to job classifications determined to be in the VR-706 bargaining unit. If no agreement is reached between the parties, the Union shall be allowed to file a grievance in accordance with Article 11 of this Agreement. The grievance shall be filed at step 4 of the grievance procedure. In the event that an appropriate resolution is not reached at step 4, then the issue may be submitted to an arbitrator.

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

a) The job content and responsibilities attached thereto in comparison with the job content and responsibilities of other position classifications in the classification series and in the bargaining unit;

b) Like positions with similar job content and responsibilities within the labor market generally;

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

Section 6. Integrity of the Bargaining Unit

The Employer recognizes the integrity of the bargaining unit and agrees that it will not propose or take any action for the purpose of directed at eroding it. The hiring of temporary or emergency employees to supplement bargaining unit employees' work on a temporary basis or provisional employees appointed under the Personnel Rules or the use of employees on a light duty assignment shall not be considered erosion of the bargaining unit.

ARTICLE 2
DEFINITIONS

1. "Director" refers to the Director of the Illinois Departments of Central Management Services or Agriculture as the context may require.

2. "Employer" refers to the Illinois Departments of Central Management Services or Agriculture as the context may require.

3. "Employee" refers to a person employed in the job classifications covered by this Agreement; excluding temporary, emergency, provisional, per diem, confidential or managerial employees.

4. "Probationary employee" refers to an employee in a probationary period as currently administered under the Personnel Rule 902.300; provided, however, that such probationary employees shall have no right to the grievance procedure.

5. "Workday" shall mean a normal period of eight (8) hours which is uninterrupted by any period of time except for breaks and meal periods or leave time.

6. "Union" refers to the Laborers' International Union of North America-Illinois State Employees Association - Local 2002 as the context may require.

7. "Agency" refers to the Illinois Department of Agriculture or the Illinois Department of Central Management Services as the context may require.

ARTICLE 3
MANAGEMENT RIGHTS

Section 1. Rights Residing with the Employer

Except as amended, changed or modified by this Agreement, the Employer reserves exclusively all the inherent rights and authority to manage and operate its programs. The parties agree that all rights not specifically granted in this

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

Section 2. Non-Waiver

The above enumerations of the Employer's rights are not inclusive and do not exclude other rights not specified including those duties, obligations or authority provided under law. The exercise or non-exercise of rights retained by the Employer shall not be construed to mean that any right of the Employer is waived.

ARTICLE 4
ACCOUNTABLITY OF SUPERVISORS

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

ARTICLE 5
NON-DISCRIMINATION

Section 1. Prohibition

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

Section 2. Employer's Responsibility

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

Section 3. Union Responsibility

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

Section 4. 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.

ARTICLE 6
DUES DEDUCTIONS

Section 1. Deductions

When an employee enters the bargaining unit, the Employer agrees to deduct Union membership fees and assessments upon receipt of an appropriate written authorization in accordance with the law and procedures of the Comptroller, as of the first pay period in which the employee is a member of the bargaining unit. If the employee has not made a selection regarding full membership, the Employer shall deduct fair share dues from the employee's first paycheck.

Section 2. Remittance

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

Section 3. Indemnification

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

ARTICLE 7
SENIORITY

Section 1. Definition

Seniority for the purposes stated in this agreement, shall consist of an employee's length of service with the Department of Agriculture as a Meat & Poultry Inspector Supervisor. Seniority ties shall be broken by date of entry to the Department of Agriculture.

Seniority for the purposes stated in this agreement, shall consist of an employee's length of service with the State of Illinois as an Assistant Automotive Shop Supervisor and/or an Automotive Shop Supervisors Seniority ties shall be broken by date on employment with the agency.

Section 2. Information

Employer shall provide the Union with seniority dates for all bargaining unit employees within thirty (30) days of the effective date of this Agreement.

Section 3. Termination of Seniority

Seniority shall be terminated when an employee:

A. voluntarily resigns, provided that he/she is not re-employed within four (4) calendar days;

B. is discharged, provided that should the employee be returned as a result of an appeal, his/her seniority shall be reinstated;

C. fails to report to work upon recall as provided in Article 16;

D. is laid off for a period of two (2) years.

ARTICLE 8
HOURS OF WORK

Section 1. Limitation

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

Section 2. Definition

The workweek is defined as a regularly re-occurring period of 168 hours consisting of seven (7) consecutive 24-hour periods. The employee's normal workweek shall consist of 40 hours per week of five (5) consecutive work days of eight (8) hours each.

Section 3. Work Schedules

The current scheduling practices prevail with respect to the starting and quitting time, days off, or shifts thereof. Work schedules shall be related to the starting and quitting times of the hours of operations of assigned plants/garage and subordinate staff. Where changes in permanent schedules affecting bargaining unit employees are desired by Employer, the Employer shall notify the Union prior to implementation.

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

Section 4. Rest Period

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

Section 5. Meal Period

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

Section 6. Time Sheets

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

Section 7. Alternative Work Schedule

If a CMS employee requests an alternative schedule, the Employer shall give consideration to the employee's needs as well as the efficiency and economy of the Employer. An employee may request an alternative schedule annually, which may be approved for one (1) year at the discretion of the Employer. If the

Employer denies a request, the employee will be provided with a reason for denial in writing.

ARTICLE 9
RATES OF PAY

Section 1. Direct Deposit

All paychecks for employees shall be delivered via direct deposit. In addition, paycheck stubs will be delivered electronically where available.

Section 2. Wage Schedule

Such negotiated rates are set forth below shall become the rates of pay applicable to such position classification.

Step 1a, 1b, and 1c shall be implemented for all employees hired on or after April 1, 2013 with a 3% step differential. Effective July 1, 2019, Step 1a, 1b, and 1c shall be increased by $25 per month. Effective July 1, 2020, Step 1a, 1b, and 1c shall be increased by an additional $25 per month. Effective July 1, 2021, Step 1a, 1b, and 1c shall be increased by an additional $25 per month.

Effective July 1, 2019 with the $25 per month increase for steps 1a, 1b, and 1c the salary scale for all positions covered by this Agreement shall be:

Title	1c	1b	1a	1	2	3	4	5	6	7	8
Assistant Automotive Shop Supervisor	3956	4086	4215	4320	4448	4576	4704	4831	4960	5090	5218
Automotive Shop Supervisor	4865	5024	5184	5318	5484	5652	5818	5986	6153	6321	6487
Meat and Poultry Inspector Supervisor	4180 3994	4318	4454	4567	4764	4954	5142	5341	5641	5755	5812

The salary scale for all positions covered by this Agreement shall be increased by 1.50%, effective January 1, 2020.

Title	1c	1b	1a	1	2	3	4	5	6	7	8
Assistant Automotive Shop Supervisor	4015	4147	4278	4385	4515	4645	4775	4903	5034	5166	5296
Automotive Shop Supervisor	4938	5099	5262	5398	5566	5737	5905	6076	6245	6416	6584
Meat and Poultry Inspector Supervisor	4243	4383	4521	4636	4835	5028	5219	5421	5726	5841	5899

The salary scale for all positions covered by this Agreement shall be increased by 2.10%, effective July 1, 2020; including an additional $25 per month for steps 1a, 1b, and 1c:

Title	1c	1b	1a	1	2	3	4	5	6	7	8
Assistant Automotive Shop Supervisor	4124	4259	4393	4477	4610	4743	4875	5006	5140	5274	5407
Automotive Shop Supervisor	5067	5231	5398	5511	5683	5857	6029	6204	6376	6551	6722
Meat and Poultry Inspector Supervisor	4357	4500	4641	4733	4937	5134	5329	5535	5846	5946	6023

The salary scale for all positions covered by this Agreement shall be increased by 3.95%, effective July 1, 2021; including an additional $25 per month for steps 1a, 1b, and 1c:

Title	1c	1b	1a	1	2	3	4	5	6	7	8
Assistant Automotive Shop Supervisor	4312	4452	4592	4654	4792	4930	5068	5204	5343	5482	5621
Automotive Shop Supervisor	5292	5463	5636	5729	5907	6088	6267	6449	6628	6810	6988
Meat and Poultry Inspector Supervisor	4554	4703	4849	4920	5132	5337	5539	5754	6077	6200	6261

The salary scale for all positions covered by this Agreement shall be increased by 3.95%, effective July 1, 2022;

Title	1c	1b	1a	1	2	3	4	5	6	7	8
Assistant Automotive Shop Supervisor	4482	4628	4773	4838	4981	5125	5268	5410	5554	5699	5843
Automotive Shop Supervisor	5501	5679	5859	5955	6140	6328	6515	6704	6890	7079	7264
Meat and Poultry Inspector Supervisor	4734	4889	5041	5114	5335	5548	5758	5981	6317	6445	6508

Section 3. Step Increases

Upon satisfactory completion of twelve (12) months creditable service in a step, employees shall receive a step increase to the next higher step. Other Pay Plan provisions under the Personnel Rules shall apply.

Section 4. Longevity

Effective July 1, 2013, an employee on Step 8, having ten (10) years of continuous service and three (3) years creditable service at Step 8, shall be paid $50 per month. An employee with fifteen (15) years continuous services and three (3) years of creditable service at Step 8 shall receive $75 per month.

ARTICLE 10
PREMIUM PAY

Section 1. Overtime

A. Employees who are authorized and do work in excess of their normal work week shall receive straight time compensatory credit for such hours worked. Overtime credit shall not be earned unless specifically authorized and/or directed by Employer. Overtime in less than ½ hour increments shall not accrue. Payment for such overtime credits shall be in compensatory time unless cash payment is available, and the Employer determines that he/she be paid cash in lieu of compensatory time. Such compensatory time shall be liquidated in cash before the end of the fiscal year in which earned.

Compensatory time shall be taken in one (1) hour increments.

B. The method of scheduling of compensatory time off and the amount of compensatory time an employee is allowed to accrue shall be determined by the Employer.

C. An employee who is charged with a UA (unexcused-unauthorized absence), XA (unexcused-unreported absence), takes a day off without pay for which he/she is not eligible for under Article 13, Leaves of Absence, or is suspended without pay on a normal workday and works his/her day off during the same week shall not have such hours considered for determined overtime computation.

Nothing herein shall be construed to require or permit the pyramiding of overtime or premium rates.

Section 2. Holiday Pay

A. An employee who is required to work on an approved State holiday may, at the employee's discretion, choose double time cash in lieu of having compensatory time off at a future date. An employee who works on Thanksgiving Day, the day after Thanksgiving or Christmas Day is compensated at the rate of one time and one-half (1½) cash payment in addition to Holiday pay. For the purposes of overtime computation, holidays shall count as time worked, unless such holiday falls on the employee's regularly scheduled day off. Holiday time may be taken in one (1) hour increments.

B. To be eligible for holiday pay, the employee shall work the employee's last scheduled workday before the holiday and first scheduled workday after the holiday, unless absence on either or both of these workdays is for good cause and approved by the operating agency.

Section 3. Bilingual Pay

Positions whose job descriptions require the use of sign language or which require the employee to be bilingual, shall receive an additional $100 per month or 5.0% of their monthly base salary whichever is greater.

ARTICLE 11
GRIEVANCE PROCEDURE

Section 1. Definition

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

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

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

Section 2. Grievance Steps

Step 1. Within five (5) working days of the incident giving rise to the grievance, or from the date the employee should have become aware of the incident with the exercise of reasonable diligence, the grievant shall file a written grievance with his/her immediate supervisor outside the bargaining unit (Division Level within the Department of Central Management Services). Only one subject matter shall be covered in any one grievance. The grievance shall contain a clear and concise statement of the facts giving rise to the grievance, the issue involved, the relief sought and specific references to this Agreement when appropriate. Within ten (10) working days of receipt of the grievance, the grievant's immediate supervisor shall issue a written decision and serve a copy on the grievant and/or on the Union.

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

of the grievance, the Bureau Chief shall issue a written decision and serve a copy on the grievant and on the Union.

Step 3. If dissatisfied with the Step 2 decision, the Union may appeal to Step 3 within five (5) working days of receipt of the Step 2 decision or the date such decision was due, whichever is earliest, by filing a copy of the grievance with the Agency Director or the Director's designee. Failure to file to Step 3 within the prescribed time limits, unless mutually agreed otherwise, shall result in the grievance being resolved pursuant to the Step 2 decision. The Director or his/her designee, shall schedule a meeting to discuss the grievance with the Union. Such meeting shall be held within fifteen (15) working days of receipt of the grievance. Within ten (10) working days after such meeting, the Director or his/her designee shall issue a written decision and serve a copy on the Union.

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

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

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

The arbitrator shall only have authority to determine compliance or non-compliance with the provisions of this Agreement and shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall only consider and make a decision with respect to the specific issues submitted, and shall have no authority to make a decision on any other issue not so submitted. In the event the arbitrator finds a violation of the terms of this Agreement, he shall fashion an appropriate remedy. The arbitrator

shall be without power to make a decision contrary to or inconsistent with or modifying or varying in any way that application of laws and rules and regulations having the force and effect of law.

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

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

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

Section 3. Representation

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

Section 4. Time Limits

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

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

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

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

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

Section 5. Time Off

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

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

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

Section 6. Number of Grievances

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

Section 7. Stewards and Jurisdictions

The Business Manager of the Local Union shall designate up to three (3) stewards, in addition to the Union staff, who are bargaining unit members who are authorized to represent employees. The Union shall designate the jurisdictional area for each steward. Each jurisdictional area shall be limited to a reasonable area to minimize the loss of work time and travel, giving consideration for the geographic area, shifts, units and where the number of employees in such units are too minimal to warrant designation of a steward.

The Union shall provide to the Employer a written list of stewards and their respective jurisdictional areas in writing annually to the Department of Central Management Services, agency Labor Relations and local level administrators. Any changes thereto shall be forwarded to Employer by the Union as soon as possible after changes are made.

Section 8. Civil Service Commission Jurisdiction

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

Discharges and suspensions in excess of thirty (30) days within a twelve (12) month period shall be either arbitrated through the grievance procedure or appealed to the Civil Service Commission.

Section 9. Deferral to the Grievance Procedure

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

ARTICLE 12
DISCIPLINE

Section 1. Definition

Disciplinary action shall include the following:

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

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

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

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

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

Section 2. Suspension Pending Discharge

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

Section 3. Pre-Disciplinary Meeting

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

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

Section 4. Notice

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

Section 5. Investigatory Interview

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

Section 6. Removal of Discipline

By written request of the employee, any discipline imposed except suspensions and/or discharges shall be removed from an employee's record if, from the date

of the last reprimand or discipline, two (2) years pass without the employee receiving any additional discipline.

Section 7. Administrative Reassignment

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

Section 8. Polygraphs

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

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

ARTICLE 13
LEAVES OF ABSENCE

Section 1. Leave for Personal Business

All employees shall be permitted three (3) personal business days off each calendar year with pay. Such personal days may be used for occurrences as observances of religious holidays, Christmas shopping, absence due to severe weather conditions, or for other similar personal reasons, but shall not be used to extend a holiday or annual leave except as permitted in advance by the Employer through prior written approval. Employees entitled to receive such leave who enter service during the year shall be given credit for such leave at the rate of one-half (½) day for each two (2) months service for the calendar year in which hired. Such personal leave may not be used taken in increments of less than ½ hour at a time. Supervisors may however, grant employee requests to use personal leave in smaller increments of fifteen (15) minutes after a minimum use of one-half (½) hour. Except for those emergency situations which preclude the making of prior arrangements, such days off shall be scheduled sufficiently in advance to be consistent with operating needs of the Employer.

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

Section 2. Leaves of Absence Without Pay

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

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

Section 3. Disability Leave

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

B. In granting such leave or use of sick leave provided in Personnel Rule 303.90, the 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 employees disability in which event the employee's signature is not required;

3. Except for service-connected disability as provided in Personnel Rule 303.135, the employee shall have exhausted available sick leave provided under Personnel Rule 303.90 prior to being granted a disability leave; an employee may use other accrued paid time for this purpose but is not required to do so.

4. During a disability leave, the disabled employee shall provide written verification by a person licensed under the "Medical Practices Act" (225 ILCS 60 et seq.) or under similar laws of Illinois or of other states or countries or by an individual authorized by a recognized religious denomination to treat by prayer or spiritual means; such verification shall show the diagnosis, prognosis and expected duration of the disability; such verification shall be made no less often than every 30 days during a period of disability, unless the nature of the disability precludes the need for such frequency of verification;

5. As soon as an employee becomes aware of an impending period of disability, he/she shall notify the appropriate supervisor of such disability and provide a

written statement by the attending physician of the approximate date the employee will be unable to perform his/her regularly assigned duties.

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

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

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

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

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

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

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

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

Section 4. Employee Rights After Leave

When an employee returns from a leave of absence of six (6) months or less, the agency shall return the employee to the same or similar position in the same

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

Section 5. Failure to Return

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

Section 6. Leave to Take Exempt Position

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

Section 7. Military and Peace Corps Leave

Leaves of absence shall be allowed employees who enter military service or the Peace or Job Corps as provided in Personnel Rules 302.220 and 302.230 and as may be required by law.

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

A. Any full-time employee who is a member of a reserve component of the Armed Services, the Illinois National Guard or the Illinois Naval Militia, shall be allowed annual leave with pay for one full pay period and such additions or extensions to fulfill the military reserve obligation. Such leaves will be granted without loss of seniority or other accrued benefits.

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

C. To be eligible for military reserve leave or emergency call-up pay, the

employee must provide the agency with a certificate from the commanding officer of his/her unit that the leave taken was for either such purpose.

D. Any full-time employee who is a member of any reserve component of the United States Armed Forces or any reserve component of the Illinois State Militia shall be granted leave from state employment for any period actively spent in such military service including basic training and special or advanced training, whether or not within the State and whether or not voluntary.

E. During such basic training and up to 60 days if special or advance training, if such employee's compensation for military activities is less than his/her compensation as a State employee, he shall receive his regular compensation as a State employee minus the amount of his base pay for military activities. During such training, the employee's seniority and other benefits shall continue to accrue.

Section 9. Leave for Military Physical Examinations

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

Section 10. Attendance in Court

Any employee called for jury duty or subpoenaed by any legislative, judicial, or administrative tribunal, shall be allowed time away from work without loss of pay during his/her working hours for such purposes. An employee subpoenaed by any legislative, judicial or administrative tribunal for non-work related personal litigation shall be granted benefit time, if such time is available or authorized dock time at the employee's choice however, either must be and consistent with operational needs. Upon receiving the sum paid for jury service or witness fee, the employee shall submit the warrant, or its equivalent, to the agency to be returned to the fund in the State Treasury from which the original payroll warrant was drawn. Provided, however, an employee may elect to fulfill such call or subpoena on accrued time off and personal leave and retain the full amount received for such service.

Section 11. Maternity/Paternity Leave

All employees who 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, 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. Leaves under this Section shall also be granted in cases of a full term still born child, for a maximum of five (5) weeks.

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

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

Section 12. Bereavement Leave

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

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

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

ARTICLE 14
SICK LEAVE AND ILLNESS AND INJURY LEAVE

Section 1. Sick Leave

All employees shall accumulate paid sick leave at the rate of one (1) day for each month's service during their current period of continuous service. Sick leave may be used for illness, disability, or injury of the employee, appointments with doctor, dentist, or other professional medical practitioner, and for not more than 30 days in one (1) calendar year in the event of serious illness, disability, injury, or death of a member of an employee's immediate family or household. For purposes of definition, the "immediate family or household" shall be husband, wife, mother, father, brother, sister, children or any relative or person living in the employee' household from whom the employee has custodial responsibility or where such person is financially and emotionally dependent on the employee and where the presence of the employee is needed. Such days may be used in increments of no less than one (1) hour at a time. Supervisors may however, grant employee requests to use sick time in smaller increments of fifteen (15) minutes after a minimum use of one-half (1/2) hour. Evidence of illness, including doctor's statement, may be required where the Employer may have reason to believe that such leave days were not used for the purpose herein set forth. For periods of absence for more than ten (10) consecutive workdays, the employee shall provide verification for such absence in accordance with the provisions of Personnel Rule 303.145. Sick leave may also be used in the event of death of grand relations and parent and child-in-laws. Visit of four (4) days per year to a veterans hospital or clinic for examination needed because of military service-connected disability shall be in pay status without charge to Sick leave.

Section 2. Accumulation of Sick Leave

Employees shall be allowed to carry over from year to year of continuous service any unused sick leave allowed under his provision and shall retain any unused sick leave or emergency absence leave accumulated prior to the effective date of this Agreement. Sick leave that remains at the time of employee separation or retirement shall be treated in accordance with Personnel Rules and Illinois Legislative Compiled Statues.

Section 3. Advancement of Sick Leave

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

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

Employees who have utilized all their accumulated sick leave days and are unable to report to or back to work because of their sickness or injury shall receive a non-service connected Illness or Injury Leave without pay and may receive additional extension(s) of such leave. Prior to application for such leave or extension thereof, the employee shall inform the Employer that such condition exists or advise the Employer that such condition is continuing before the expiration of their original leave or an extension thereof and if so requested, take a physical examination given by employer's physician if there is a doubt as to the employee's illness. The employee shall report back to work as soon as physically able. If there is a difference of opinion between employer's physician and the employee's physician as to his/her illness or ability to return to work, Employer may request an examination by another physician (who is not employed by the State). Such examination shall be paid for by Employer.

Section 5. Proof of Illness or Injury Status

The Employer may place an employee on proof of injury status by notifying the employee and the Union that future use of sick time must be substantiated. In said notice, the Employer will state its reasons for placing the employee on proof status and will specify the type of substantiation required. The Employer shall specify any specific information it requires in the substantiation and the length of proof status. The employee or the Union may grieve being placed on proof status pursuant to the procedures of Article 11. If an employee on proof status fails to provide a medical statement which verifies he/she was seen by a medical practitioner on the date in question, the employee will not be allowed to use accumulated sick leave and may be subject to docking and/or discipline.

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

Section 6. 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, including service connected illness or injury leave. For service connected illness or injury leave, the right to select the impartial physician shall be between the employee and the Department of Central Management Services.

ARTICLE 15
LAYOFF

Section 1. Application of Layoff

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

Section 2. Layoff Procedure

Layoffs shall be by appropriate organizational unit. Employees within the appropriate organizational unit and the same position classification shall be laid off in inverse order of seniority, unless a less senior employee has demonstrably superior skill and ability to perform the work required in the position classification. In the event of a layoff for the position classification of Automotive Shop Supervisor, the Automotive Shop Supervisor subject to layoff may be allowed to reduce in lieu of layoff into the position classification of Assistant Automotive Shop Supervisor, seniority permitting.

No certified or probationary employee may be laid off until all temporary, emergency, and provisional employees in the same classification and organizational unit are terminated.

Section 3. Notice of Layoff

In the event that the Employer becomes aware of an impending reduction in the work force due to layoff, it will notify the Union thirty (30) calendar days prior to the effective date, except in emergency situations. Unless operational needs dictate otherwise, employees shall be given 10 calendar days notice prior to the effective date of layoff.

Section 4. Transfer/Reduction In Lieu of Layoff

An employee who is subject to layoff shall be offered all available lateral or lower level permanent vacancies for which they are qualified within the agency as applicable and seniority permitting. Refusal to accept such offer will not impair the employee's right to re-employment provided in Section 5 of this Article. The parties recognize that promotion is not an option in the layoff process.

Section 5. Re-Employment

A. When permanent vacancies occur within the Meat & Poultry Inspector Supervisor, Assistant Automotive Shop Supervisor or Automotive Shop Supervisor position classifications, prior to filling such vacancies by any other means, the Employer shall re-employ laid off employees to such position classification pursuant to re-employment. Employees subject to

layoff may select two (2) additional re-employment counties in addition to the county of layoff for re-employment.

B. A laid off employee who fails to respond within ten (10) workdays of the re-employment, or upon acceptance fails to be available for work within the time agreed to by Employer which shall not be less than five (5) days, shall forfeit all re-employment rights.

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

Section 6. Federalization

(Meat & Poultry Inspector Supervisors Only) In the event the Employer decides to cease meat and poultry inspections, in whole or in part, and to turn such inspections over to the Federal government or some other agency, the Employer shall negotiate over its impact with the union.

Section 7. Temporary Layoff

The above provisions do not apply in the event of layoff pursuant to Personnel Rule 309.510 which allows the Employer to temporarily layoff any employee for not more than five (5) scheduled workdays in any 12-month period as a result of or for lack of work or funds.

ARTICLE 16
VACATIONS

Section 1. Amounts

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

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

a) From the date of hire until the completion of five (5) years of continuous service: ten (10) work days per year.

b) From the completion of five (5) years of continuous service until the completion of nine (9) years of continuous service: fifteen (15) work days per year.

c) From the completion of nine (9) years of continuous service until the completion of fourteen (14) years of continuous service: seventeen (17) work days per year.

d) From the completion of fourteen (14) years of continuous service until the completion of nineteen (19) years of continuous service: twenty (20) work days per year.

e) From the completion of nineteen (19) years of continuous service until the completion of twenty-five (25) years of continuous service: twenty-two (22) work days per year.

f) From completion of twenty-five (25) years of continuous service: twenty-five (25) work days per year.

Section 2. Vacation Time

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

Section 3. Interrupted Service

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

Section 4. Vacation Scheduling

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

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

Section 5. Vacation Request Action

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

Section 6. Vacation Payment

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

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

ARTICLE 17
TEMPORARY ASSIGNMENT

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

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

For temporary assignments totaling three (3) full workdays or more within a thirty (30) calendar day period commencing with the first day of the employee's assignment, the Employer agrees to pay the employee the higher rate as set forth above for the full time of such assignment. Any temporary assignment of less than one-half work day shall not be counted and any temporary assignment of more than one-half work day but less than a full work day shall be considered one (1) full work day.

Upon an employee's return to their certified classification, he/she shall be given the same permanent assignment held prior to accepting the temporary position.

No employee shall be required to work in a temporary position in excess of six (6) months per calendar year. For a period in excess of six (6) months, the employer shall advise the Union as to the rationale for such extension. This information shall be provided at the time the Employer determines to extend the temporary assignment. The Employer agrees not to rotate temporary assignments for the purpose of avoiding temporary assignment pay.

ARTICLE 18
WORK RULES

Section 1. Definition

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

Section 2. Notice

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

Section 3. Procedural Work Rules

Any changes in the current or future rules of procedure not governing an employee's personal conduct that impact the bargaining unit shall be provided to the employees and Union at least ten (10) working days prior to the effective date, whenever possible. Upon receipt of such changes, the Union may request to negotiate the impact of the change(s).

Section 4. Affirmative Attendance

The State shall develop an Affirmative Attendance policy consistent with this Agreement.

Section 5. State Officials and Employees Ethics Act

Employees shall comply with all of the provisions set forth in the State Officials and Employees Ethics Act.

ARTICLE 19
CLOTHING AND EQUIPMENT

The Employer shall provide any special clothing, and/or equipment or the equivalent by reimbursement which is required by the Employer and/or is determined by the Employer as being necessary for such employees to perform their work. Clothing will be provided to Automotive Shop Supervisors and Assistant Automotive Shop Supervisors. If an employee elects not to utilize the provided clothing, the employee will notify management. Employees are responsible for wearing solid colored slacks or jeans and a button shirt with a collar with no logos.

Such equipment issued remains the property of the Employer and shall not be used by an employee at any time other than while said employee is on duty. An employee shall be responsible for full and careful maintenance of this equipment.

In the event the Employer determines to add or remove special clothing and/or equipment, upon timely request by the Union, the parties shall negotiate the impact of such decision.

ARTICLE 20
FILLING OF VACANCIES

Section 1. Headquarters

For Meat and Poultry Inspector Supervisors, an employee's home shall be considered his/her headquarters. The headquarters shall be within the appropriate circuit and region. In the event an Employee desires to relocate outside the appropriate circuit and region, such relocation shall require the approval of the Employer. The Employer shall solely determine the size and number of circuits and regions. The employee's work site assignments may be changed by the Employer but reasonable advance notice to the employee of any permanent work site assignment changes shall be provided by the Employer. Such changes in work site assignments will not be considered permanent vacancies and will be for operational needs only.

The work location for Assistant Automotive Shop Supervisors and Automotive Shop Supervisors shall be the county.

Section 2. Policy

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

Section 3. Definition of Permanent Vacancies

For the purposes of this Article a permanent vacancy is created:

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

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

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

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

Section 4. Posting

Permanent vacancies shall not be filled until the position has been posted for ten (10) days in a manner determined by the Employer and available to the employees. Such postings shall include job description, training and experience requirements, specialized skills, pay, region and circuit residency requirements, and related information.

Section 5. Lateral Transfer

Qualified bidders interested in the position must indicate such interest through the appropriate procedure within the 10-day posting period. Any bargaining unit employee may bid on a position; however, they must be deemed qualified and eligible to be considered for selection. An employee on a leave of absence at the time of the posting is not considered eligible. The Employer reserves the right to require specialized skills, training, experience and other necessary qualifications that have been set forth in the bid notice. When such vacancies are filled from within by qualified bidders it shall be by lateral transfer. Selection shall be made on the basis of seniority from among employees as set forth above, when the more senior employee has relatively equal skill and ability to perform the work required in the position classification; unless, a non-employee/non-bargaining unit applicant has demonstrably superior skill and ability to fulfill the needs as determined by the Employer; or the position requires completion of all Bureau training. After selection, Meat and Poultry Inspector Supervisors will be required to fulfill specialized Federal training and bidders selected to fill permanent vacancies will be required to move at their own expense to the circuit of the identified vacancy and must reside within the circuit at time of transfer. Employees shall be limited to one (1) transfer in a thirty-six (36) month period.

For promotions of Assistant Automotive Shop Supervisors and Automotive Shop Supervisors within the bargaining unit, employees within the county shall have priority before lateral transfers.

ARTICLE 21
GEOGRAPHICAL TRANSFER

In the event a geographic transfer under Central Management Services Personnel Rule 302.430 is required, such geographic transfer shall be done in accordance in the Personnel Rules.

ARTICLE 22
LEGISLATED BENEFITS

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

Section 1. Pension Contribution

Employees shall make the employee contribution to the appropriate Retirement System in an amount equal to the coordinated rate.

ARTICLE 23
LABOR MANAGEMENT MEETINGS

Section 1. General

The Employer shall meet with Union representatives and/or staff in labor management meetings on a biannual basis if requested by either party, unless mutually agreed otherwise. Items to be included on the agenda for the aforementioned labor management meetings are to be submitted to the respective parties at least two (2) weeks in advance of the scheduled dates of the meeting if possible. The meeting shall be limited to, the following items:

A. Discussion of the administration of this Agreement.

B. Dissemination of general information of interest to the parties.

C. Providing an opportunity to express various views and to make suggestions on subjects of mutual interest.

D. Discussion of changes in non-bargaining conditions of employment contemplated by management which may affect the employees in the bargaining unit

Section 2. Attendance

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

ARTICLE 24
UNION RIGHTS

Section 1. Access to State Premises by the Union

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

Section 2. Information Provided to the Union

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

Promotions, demotions, layoffs, re-employments, transfers, leaves, returns from leaves, superior performance increases, new hires, suspensions, discharges, re-allocations and terminations. If there is a change in status for union membership, a check-off revocation report will be sent.

Seniority rosters of bargaining unit employees shall be provided to the Union every six (6) months.

All transactions listed above, shall include the employees' Social Security numbers.

Section 3. Non-Preferential Treatment

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

Section 4. Leaves to Attend Union Meetings

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

Section 5. Leaves to Conduct the Union Business

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

Section 6. Union Agent of Record

Unless the Union has given written instructions to the contrary, all documents, notices, etc., concerning this Agreement are to be mailed to Local 2002, 534 South Second Street, Suite 201, Springfield, Illinois 62701.

ARTICLE 25
TRAINING

Employer and the Union recognize the need for the development and training of employees in order that services are efficiently and effectively provided. In recognition of such principle, the Employer shall endeavor to provide employees with orientation to current procedures, forms, methods, material, and equipment used in the work assignments. Time spent by an employee in a training program, approved by management shall be considered work time.

ARTICLE 26
PERSONNEL FILES

Section 1. Number and type

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

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

Section 2. Employee Notification

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

Section 3. Counseling Session Notations

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

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

ARTICLE 27
MISCELLANEOUS

Section 1. Distribution of Contract

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

Section 2. Safety and Health

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

Section 3. Assignment within Classification Specification

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

Section 4. Notification of Leave Balances

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

Section 5. Fitness for Duty

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

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

Section 6. Rehabilitation

Pursuant to the State of Illinois Employees Assistance Program, the Employer shall make employees aware of and offer referral for counseling and any other reasonable and appropriate services.

Section 7. Light Duty

The Employer shall develop a light duty policy consistent with the terms set forth in this Agreement.

Section 8. Drug Testing

Automotive Shop Supervisors and Assistant Automotive Shop Supervisors subject to Department of Corrections Security Policies and Procedures shall be subject to DOC Drug and Alcohol Testing Polices and Procedures.

ARTICLE 28
NO STRIKE – NO LOCKOUT PROVISION

Section 1. No Strike

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

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

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

Section 2. No Lockout

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

ARTICLE 29
AUTHORITY OF CONTRACT

Section 1. Partial Invalidity

If any provisions of this Agreement or any application thereof, should be declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive

Order or judicial, legislative or administrative body, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful.

Section 2. Effect of Department of Central Management Services Rules

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

Section 3. Increase or Decrease in Benefits

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

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

Section 4. Entire Agreement

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

Section 5. Emergencies

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

ARTICLE 30
TERMINATION

This Agreement shall be effective upon the signature of the parties, and shall continue in full force and effect until midnight, June 30, 2023, and thereafter from year-to-year unless not more than 180, but not less than 60 days prior to June 30, 2023 or any subsequent June 30, either party gives written notice to the other of its intention to amend or terminate this Agreement.

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

Janel Forde
For the State of Illinois colleen alden

8-28-19
Date

Kelly Byrd
For the Laborers' International Union of North America - Illinois State Employees Association, Local 2002

8/28/19
Date

For the Southern and Central Illinois Laborers' District Council

9/9/19
Date

AFFIRMATIVE ATTENDANCE POLICY

1. The Employer recognizes that personal problems may affect employee attendance and encourages utilization of the Employee Assistance Program.

2. Unauthorized absences shall be those absences for which time is not approved. The threshold between late arrival and unauthorized absence is one hour after the starting time. Although tardiness is not considered an unauthorized absence under this agreement, employees are expected to report to work on time each day as scheduled.

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

   Proper medical certification must contain the following elements:

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

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

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

4. Authorized dock time under these circumstances is limited to five (5) days within a twelve (12) month period, unless approval for more time is granted by the authorizing supervisor. Employees who have used all allowable authorized dock time shall be informed of their right to apply for an appropriate leave of absence. Employees who have been on proof status within the previous three (3) months shall have no right to authorized dock time.

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

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

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

6. Supervisors must process all completed forms generated from call-ins within five (5) calendar days of submission, either approving or disapproving the request.

7. As long as the employee meets the applicable Leave of Absence requirements, the Employer will approve leave for the time frame documented, including request for short-term leaves.

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

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

d. The original medical statement must be submitted; if the employee needs a copy management will provide.

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

8. Unauthorized absences not called in pursuant to the work rules are subject to the following corrective and progressive disciplinary action:

A.

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

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

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

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

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

9. Prior to placing an employee on proof status, the supervisor shall meet with the employee to discuss the attendance records.

a. An employee whose attendance record creates reason to suspect abuse of sick time shall be counseled. Subsequently, and if a suspected abuse

sick day is used, the employee will immediately be given notice in writing of his/her placement on proof status for a 90-day period and appropriate disciplinary action may be imposed. If an employee claims the use of sick time on the day before or the day after a holiday, the Employer has the right to require written medical documentation.

b. While on Proof Status, proper medical certification will be required for each absence.

c. An employee's failure to provide proper medical certification within two (2) work days after the employee returns for each earned sick day used while on proof status, will be treated as an unauthorized absence and result in being docked time and progressive discipline, as outlined in Paragraph 8.

d. Proof status shall be reviewed with the employee after each 90-day period. If the procedural guidelines have been followed by the employee during the 90-day proof status period, the employee shall be given a written notice which cites the specific date when the Proof Status will be terminated. If reasons to suspect abuse continue and/or the pattern of sick usage has not improved, the employee shall remain on proof status.

e. Employees on proof status who are out of earned sick time and who continue to claim illness, shall apply for a Leave of Absence or face discipline, unless superseded by law.

f. Proper medical certification for proof status shall contain the following minimum elements:

    1. Date, signature, address, and phone number of the medical practitioner.

    2. The pertinent date(s) in question, for which earned sick leave is being requested and that the patient was seen.

    3. Verification that the employee was unable to work on the date(s) in question, i.e. personal or family illness.

    4. The original medical statement, not a photocopy or facsimile, must be submitted, if the employee needs a copy management will provide one.

g. Employees on proof status who utilize sick time for bereavement may be required to provide appropriate documentation (i.e. death certificate or obituary announcement)

h. It is the employee's responsibility to provide proper medical certification. Documents that do not contain the necessary elements shall not be

accepted and the employee shall be so notified. The absences shall be considered unauthorized if acceptable certification is not subsequently provided within two (2) work days after notification of the required certification.

10. Discipline will be considered timely and progressive based on a rolling 24-month period. If the last disciplinary action is more than 24 months old, the progression will start over.

11. Employees not covered by an Affirmative Attendance Agreement prior to the effective date of this agreement shall be placed on the closest step of the discipline track for the same offense that does not represent an increase in the level of discipline but shall be no greater than a ten (10) day suspension. Employees, who have discipline under a prior Affirmative Attendance Policy, shall be placed on the closest step of the discipline track for the same offense that does not represent an increase in the level of discipline.

12. The Employer recognizes that personal problems may affect the attendance of employees. Upon request by the local Union president or designee, employees will be afforded a joint Union/Management consultation at the last suspension prior to discharge. The purpose of such consultations will be to provide guidance and counseling to the employee as to the need for their services, the consequences of continued unauthorized absences, the ability of services for problems, specifically including EAP, which may be identified and the ability to request a leave of absence.

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

Daniel Forde
For the State of Illinois

Kelly Byrd
For the Laborers' International Union of North America - Illinois State Employees Association, Local 2002

8-28-19
Date

8/28/19
Date

LIGHT DUTY

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

1. Employees shall be assigned to light duty provided that the treating physician indicates in writing that the employee is capable of returning to work and performing light duty and will likely be able to return to full duties within 120 days of the employee's evaluation.

2. Employees on light duty on the effective date of this agreement may continue performing light duties consistent with this policy if their doctor indicates in writing that they will likely be able to return to full duties within 120 days.

3. If at the end of a 120 day period; an employee, in the opinion of the treating physician, is not capable of performing full duties, he/she shall continue on light duty with the approval of the treating physician for a period of thirty (30) days.

4. Up to two (2) additional thirty (30) day extensions shall be granted if necessary, but in no instance shall an employee be permitted to remain on light duty more than two hundred ten (210) days, except for that period of time which preceded the date of this agreement.

5. A task force composed of up to three (3) union and three (3) management representatives is hereby established in each agency to develop a list of tasks that employees on light duty may be required to perform except that in agencies with 24-hour facilities, such task force shall be on a facility basis at the request of either party. At the request of either party, a statewide task force comprised of up to three (3) union and three (3) management representatives shall also be established.

6. Prior to assignment on light duty, the union, management, and the employee shall meet to discuss the employee's assignment. Such assignments shall be made within the limitations set by the treating physician.

7. If management desires to change an employee's light duty tasks, it shall again meet with the employee and the union representative to repeat the process herein as set forth in #6.

8. In the case of a dispute between management and the union, the Union and the affected employee retain the right to grieve the assignment.

9. Any change in work schedule (shift or days off) will only be done by agreement with the Union and the Employer.

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

11. Current practices regarding an employee on light duty being counted or not counted as part of a staffing minimum shall continue.

12. Employees on light duty shall not be in an overtime rotation unit, shall not be mandated to work overtime, and shall not be permitted to volunteer for overtime assignments, unless mutually agreed otherwise at the agency level.

13. The Union may initiate an expedited grievance at the Agency level over any violation of this policy.

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

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

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

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

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

Carol Forde

For the State of Illinois

Kelly Byrd

For the Laborers' International Union of North America - Illinois State Employees Association, Local 2002

8-28-19

Date

8/28/19

Date

Shakman

Memorandum of Understanding

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

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

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

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

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

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

- Prior to implementation of a new system for bargaining unit positions, the Union shall review and provide input.

- All provisions of the collective bargaining agreement shall continue to apply, except as modified herein.
- CMS Bureau of Personnel will continue to assess and verify employee qualifications. The qualification review process will transition to a numerically ranked, automated assessment with a quality control analysis performed by the CMS Bureau of Personnel staff. For the purposes of determining if employees are qualified for positions in which they are seeking to exercise their contractual rights to filling of vacancies outlined in the collective bargaining agreement, the following numerical rankings will be treated as the corresponding grade and considered of equal value within each letter group:
    - Numerical ranking of 90-100 would be treated as an A grade
    - Numerical ranking of 80-89 would be treated as a B grade
    - Numerical ranking of 70-79 would be treated as a C grade

- In consultation with the Union, the Employer will provide all employees with advance notice of implementation of the new system and shall develop training on the new application procedures and system. Upon request, employees shall receive training on the new system.
- A procedure shall be established to ensure that employees who do not have access to computers or who lack computer skills shall be given appropriate access and/or training.
- CMS will assess candidate qualifications in response to an express interest in a specific position being filled except that all agreements remain in effect regarding continuous posting and permanent bidding.
- The State will no longer be exhausting promotional registers prior to selecting "B" bidders (80-89) after all "A" bidders (90-100) have been exhausted.
- The appeal process currently in place shall remain in effect.
- There shall be electronic receipts for applications and the opportunity for the employee to print out his/her profile.
- For positions requiring tests administered by CMS Bureau of Personnel, employees will only be required to test once unless the job requirements change.

- All promotional grades on the system as of August 31, 2019, or submitted to CMS Examining and Counseling for grading, as of August 31, 2019, shall continue to be valid within the currently established timeframes. After August 31, 2019, promotional applications will only be accepted in response to a posting. Upon implementation of the new system, an employee applying for a position in which they are exercising their

contractual rights shall indicate if they already have a promotional grade for the position.

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

- CMS will convert all closed (Group B) titles to open (Group A) titles.

Janel Forde

For the State of Illinois

8-28-19

Date

Kelly Byrd

For the Laborers' International Union of North America - Illinois State Employees Association, Local 2002

8/28/19

Date

2015-2019 Stipend

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

Sarah Ford

For the State of Illinois,

8-28-19

Date

Kelly Byrd

For the Laborers' International Union of North America - Illinois State Employees Association, Local 2002

8/28/19

Date

2015-2019 Backpay

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

Jane Ford

For the State of Illinois

8-28-19

Date

Kelly Byrd

For the Laborers' International Union of North America - Illinois State Employees Association, Local 2002

8/28/19

Date