



Illinois Department of Corrections

Administrative Directive

Number: 03.01.115	Title: Overtime Equalization	Effective: 9/1/2022
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Authorized by:	<i>[Original Authorized Copy on File]</i>	Rob Jeffreys Director
Supersedes:	03.01.115 effective 11/1/2020	

Authority: AFSCME Contract	Related ACA Standards: 5-ACI-1B-06, 5ACI-3A-09
Referenced Policies:	Referenced Forms: DOC 0470 – Waiver of Voluntary Overtime

I. POLICY

The Chief Administrative Officer of each correctional facility or work area shall ensure that all employees covered by the RC-6 Collective Bargaining Agreement are offered overtime within position classification and designated work areas. Such overtime shall be equalized in accordance with contractual provisions and memorandums of understanding.

II. PROCEDURE

A. Purpose

The purpose of this directive is to ensure that all overtime is distributed and equalized per the contractual requirements of the contract.

B. Applicability

This directive is applicable to all correctional facilities within the Department.

C. Facility Reviews

A facility review of this directive shall be conducted at least annually.

D. Designees

Individuals specified in this directive may delegate stated responsibilities to another person or persons unless otherwise directed.

E. Definition

Reasonable advance notice – Overtime must be offered as far in advance as reasonably possible, but at least 48 hours prior to the need.

F. Requirements

The Chief Administrative Officer shall establish a written procedure to ensure:

1. A period of time is defined as reasonable advance notice that overtime is required and communicated to all supervisors. Offerings must occur at least 48 hours prior to the need.
2. The procedures (see Attachment A) for offering and equalizing overtime for RC-6 employees are posted in the offices of the Shift Supervisor and Department Heads.

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3. The MOU procedures (see Attachment B) for offering and completing Mandatory Overtime Relief Programs are posted in the offices of the Shift Supervisor and Department Heads.
4. The MOU sequence agreement (see Attachment C) shall be utilized for offering officer overtime.
5. Employees who wish to waive their right to be offered voluntary overtime assignments complete the Waiver of Voluntary Overtime, DOC 0470, and submit it to their supervisor.
 - a. A waiver, once in effect, may not be changed for three months after the effective date. At the end of the three month period the waiver shall automatically be rescinded.
 - b. A waiver shall not exclude the employee from working mandatory overtime.
6. Supervisory staff follow the appropriate procedure for offering and equalizing overtime.
 - a. Overtime charts shall be established and maintained in accordance with the Overtime Equalization Training Manual or the Automated Overtime Equalization Program.
 - (1) A Master Overtime Equalization Chart for each particular work area, listing all employees on all shifts within the same position classification in order of seniority, shall be used when there is reasonable advance notice of needed overtime.
 - (2) A Shift Overtime Equalization Chart for each particular work area, listing all employees on the same shift within the same position classification in order of seniority, shall be used when there is no reasonable advance notice of needed overtime.

NOTE: Notations of explanation for mandatory, obligated mandatory and any unusual offerings of overtime shall be recorded on the chart or included in the explanation section of the Overtime Equalization Report if using the automated program. Obligated mandatory overtime shall only be used when circumstances prevent management from using the normal overtime equalization process.
 - b. Initial distribution of voluntary overtime shall be based on seniority. After the initial distribution, it shall be distributed and equalized on a rotating basis to those employees having the least amount of overtime. After the initial distribution, seniority prevails only in case of ties.
 - c. Overtime hours shall reset on the first day of the fiscal year.
 - d. Signed waivers from employees who wish to waive their right to be offered voluntary overtime assignments shall be maintained on file in the shift office.
7. Any individual who is designated to maintain overtime equalization charts or monitor overtime equalization shall be trained on the overtime equalization process in accordance with the Overtime Equalization Training Manual. The training shall be documented in each individual's training file.
8. The Master Overtime Equalization Chart and the Shift Overtime Equalization Charts are reviewed by the Chief Administrative Officer at least twice a month, once during each pay period following completion of the overtime charts. All errors shall be corrected immediately.
9. Copies of all overtime charts or, if the automated program is used, the records of offered overtime, mandated overtime and the bi-monthly overtime reports shall be provided to the local union on a quarterly basis.
10. Copies of all overtime charts, materials used to maintain the automated overtime equalization

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records, and copies of waivers shall be retained on file for a period of two years. (Example: All overtime charts and copies of waivers for fiscal year 2022 shall be retained on file at a designated place at the facility until the end of fiscal year 2024.)

G. Local Agreements

All Correctional Facilities, with the exception of Stateville CC, shall offer and equalize overtime in accordance with Attachment B. Any deviation to Attachment B must be negotiated and approved by the Department and the Department of Central Management Services.

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OVERTIME PROCEDURES

A Master Overtime Equalization Chart listing all employees on all shifts within a position classification by seniority in the particular work area as designated by the Local Supplemental Agreement shall be established. The Master Overtime Equalization Chart shall be used whenever there is reasonable advance notice and a full shift of overtime is required.

A Shift Overtime Equalization Chart for each shift listing all employees within a position classification on that particular shift by seniority in the particular work area as designated by the Local Supplemental Agreement shall be established. The Shift Overtime Equalization Chart shall be used whenever there is no reasonable advance notice and/or less than a full shift of overtime is required.

1. Overtime shall be offered to the most senior employee with the least number of hours previously offered.
2. The supervisor shall continue to offer overtime in this manner until all overtime assignments are filled or all employees contacted have refused the overtime.
3. If employees are still needed for overtime after completion of steps 1 and 2 above, the supervisor may then accept volunteers not within the position classification to work the overtime. Such overtime is not equalized nor should it be entered on the overtime chart.
4. All overtime programs shall be exhausted, in accordance the Mandatory Overtime MOU (Attachment B), prior to a mandate occurring,
5. The first mandatory overtime shall be assigned to the least senior employee, the next mandatory overtime to the next least senior employee and so on up the list, up through the fifteenth least senior employee, or 50% of those on the overtime chart, whichever is less. When this is reached, the supervisor shall go back to the least senior employee and begin the process again unless it would involve forcing an employee to work mandatory overtime more than once within 30 days. If this situation would occur, then the supervisor shall assign the next least senior employee above the 50% or fifteenth least senior employee to work the mandatory overtime. The least senior employee shall not be mandated more than once in a 30-day period unless all employees on the Chart have been mandated within that 30-day period.

Obligated mandatory overtime is overtime that occurs when circumstances prevent management from using the normal overtime equalization process listed above.

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MEMORANDUM OF UNDERSTANDING
Implementation of the Agreed Terms of Article XII, Section 18
& the Mandatory Overtime MOU

The terms of Article XII, Section 18 of the Master Agreement and the Memorandum of Understanding on Mandatory Overtime shall stand unless specifically modified by the terms below.

- a. A Volunteer Master Overtime Book shall be maintained for security, dietary and non- security and shall be accessible for all shifts and for each day of the year. The books shall be accessible at every roll call and will otherwise be maintained in the shift office; however, should the shift office be inaccessible the books shall be maintained in the Armory and also shall be made available for all employees covered by this Agreement throughout each shift. Employees may volunteer by legibly printing their first/last name and phone contact number on the page specified as the day and shift for which they are volunteering. Employees may volunteer for a full shift or half shift (front half or back half) and split shifts where applicable.

Once an employee has volunteered, they may only remove themselves from the list by contacting a Shift Commander. The Shift Commander will place a single red line through the volunteer's information along with the Shift Commander's initials and date of removal.

Shift Commanders will determine shift needs for overtime as far in advance as reasonably possible. Shift Commanders will begin to offer overtime to employees in their position classification utilizing this program as far in advance as reasonably possible but at least 48 hours prior to the need. The Volunteer Master Overtime Agreement shall be utilized even after the 3.5-hour window until all volunteers have been exhausted. Shift Commanders may only offer and equalize "Shift Overtime" to fill remaining overtime needs if the Volunteer Master Overtime Book has been exhausted.

Overtime shall be offered to employees who have volunteered for full shifts prior to those volunteering for half shifts. The employee shall have the right to modify their full shift to a half-shift at the time of the offering. Once the full shift volunteers have been exhausted, then half shift overtime shall be offered. If an employee wishes to be considered for both, a full shift and a half shift, the employee should designate both at the time of volunteering.

Overtime shall be offered to the first available employee with the least number of cumulative hours as indicated on the Master Overtime Chart. If two or more volunteers have equal hours of overtime documented, seniority shall serve as a tie breaker. This process will continue until the necessary overtime requirement is fulfilled or the list is exhausted.

When offering split shift overtime, the back half of the shift shall be filled prior to scheduling the front half of the shift for overtime.

Upon completion of the Volunteer Master Overtime scheduling, shift overtime shall be equalized and offered to each employee on shift. Employees shall be afforded the opportunity to sign up for shift overtime during roll call, individual contact shall be made with employees who did not volunteer during roll call. "All Call" overtime shall be the last call for this procedure.

Staff in cycle training, other than COT's, may volunteer for overtime, but shall be ineligible for mandate.

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- b. Prior to a mandate occurring, offerings shall be made to employees who have signed the Volunteer Master Overtime Book who are higher in the classification series and have been previously certified in a security title. Upon exhaustion of this offering, CU-500 and non-security employees who have signed the Volunteer Master Overtime Book, who have been previously certified in a security title, shall be offered. This offering shall only be made when overtime is not present in the employee's position classification. This offering shall be made on a rotating basis based on the employee's length of service with the Agency. Volunteering employees shall be in a uniform shirt in the position of the overtime accepted.

When an employee has volunteered for overtime outlined in this program, the Shift Commander shall contact or leave a message for that employee regarding the overtime being offered. In the event an employee has volunteered for overtime outlined in this MOU and cannot be contacted, that employee shall be charged a "refusal" for the overtime being offered in the equalization process. If the employee calls back and the overtime has not been filled, the employee may still be offered the overtime, and changed from a refusal to volunteer. If the employee calls back and the overtime has already been filled, the employee shall not be charged with a refusal for overtime. The Shift Commander will continue to make phone calls, off the volunteer list, until the overtime has been filled or the list is exhausted.

- c. Management has the right to cancel scheduled overtime up to four hours prior to the time the overtime is scheduled to be worked. In the event offered overtime is cancelled less than 24 hours prior to the scheduled overtime, Management must produce documented operational reasoning for the cancellation to the Union.

Employees who have volunteered and accepted overtime under this program shall be ineligible to fill mandatory overtime on a shift prior to the accepted overtime being worked.

* Example: An employee who works 3-11 shift and has volunteered/accepted overtime to work on 7-3 shift the following day, shall not be removed and then mandated to work 11-7 shift the night before the accepted overtime.

If an employee is unable to work scheduled voluntary overtime it is the employee's responsibility to notify the Shift Commander of his/her inability to work the scheduled overtime as soon as possible but no later than 3.5 hours prior to the start of the scheduled overtime, with a rationale as to why.

In the event an employee has accepted overtime in accordance with this MOU and subsequently fails to report to work, the employee will still be "charged" with the accepted hours of overtime. Failure to report for accepted and scheduled overtime shall be treated under the Affirmative Attendance MOU. The Shift Commander shall attempt to fill the vacancy created from the absence using any and all volunteers remaining from the program prior to mandatory overtime.

- d. Mandate Relief Agreements already in place shall not conflict with the terms of this Agreement.

Holiday - scheduling overtime and charting process shall be consistent with this Agreement and the CBA.

Stateville CC is exempt from this process as agreed to during Master Contract bargaining by

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the parties.

Employees will not be assigned to weapons posts without current weapons certifications.

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Article XXII Sec. 18 Overtime MOU Sequence

48 Hours

1. Master Full Shift Overtime (Initial Offering)



2. Split Shift Master Overtime *



3. Sgt Full Shift Master Overtime



4. Sgt Split Shift Master Overtime



5. Shift Volunteer Overtime



3.5 Hours

6. All Call - Last Resort - conducted 1 hour prior to the commencement of shift



7. Open Mandate Relief List Overtime (Anyone previously certified as a Correctional Officer)



8. Mandate (Vacancy caused > 3.5 hrs = Foreseen; Vacancy Caused < 3.5 hrs = Unforeseen)

* Where officers volunteer for the front and back half of the shift fulfilling the 8-hour need;
this offering shall be prior to offering a Sergeant