

ECONOMICS

BEREAVEMENT LEAVE:

For the first instance in a calendar year, the employee shall be granted two scheduled work days. In the event there is a second instance in the calendar year, the employee shall be granted one scheduled work day. Leave shall be limited ~~one~~ two instance(s) per calendar year.

SHIFT DIFFERENTIAL (NEW):

Employees working a majority of their shift between the hours of 6 p.m. and 6 a.m. starting July 1, 2024, shall receive \$100.00 per month, July 1, 2025 shall receive \$125.00 per month and July 1, 2026, shall receive \$150.00 per month, in addition to their regular salary.

TRAVEL

Employees that are required to travel to a work location other than their regular work location and when travel is in excess of their normal commute and outside of their normal work hours, shall be paid the prevailing rate of the local jurisdiction or their current rate, whichever is higher, for that travel.

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

- a) Will be limited to 150 ~~200~~120 miles and/or 32 hours from their current headquarters; or
- b) Any travel in excess of 150 ~~200~~120 miles and/or 32 hours shall be by mutual agreement of the parties.
- c) Travel shall be by the most expeditious route.

HOURLY WAGE RATES

Positions in maximum security institutions shall receive a ~~\$75.00~~ \$80.00 a month adjustment to the employee's monthly wages for all employees with seven or more years of continuous service with the Department of Corrections. Employees shall receive the adjustment as long as they remain employees at a maximum-security facility

OVERTIME

For all hours worked in excess of sixteen (16) in twenty-four (24) hour period employees shall be paid double time. Compensatory time shall be capped at 100 ~~30~~ hours for all Agencies except for the Department of Corrections whose cap shall be 240 hours. Requests for use of

compensatory time shall not be denied unless granting of such time shall adversely interfere with the operations of the work location. Any unused time shall be liquidated at the end of the fiscal year it was earned. Notwithstanding the above, employees who schedule compensatory time off by June 30th of the Fiscal year shall be allowed to use such time through August 15th of the subsequent fiscal year. All approved benefit time shall be considered as hours worked for the purpose of computing overtime.

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Effective January 1, 2024, in the event an employee has a regular schedule which requires working more than five (5) days in any given Seven (7) day period even though it overlaps work weeks, he/she shall be paid inconvenience premium pay of \$2.00 per hour above the regular rate of pay on each of these days worked over five (5) days within said seven (7) day period. There shall be no double payment or calculation of the same days within a given seven-day period, unless an employee works more then the normally scheduled hours or days as provided in this Agreement.

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If an employee is mandated to report to work on their scheduled day off or ordered to return to work after their normally scheduled shift, all hours worked on the mandated shift will be paid at a rate of double time, unless it is a continuation of their shift.

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

BENEFITS

The Employer shall pay its portion of the employee's health and dental insurance (individual or family) for up to six (6) months while an employee is on a Family Responsibility Leave for a reason that qualifies for a leave pursuant to the criteria set forth in the Family Medical Leave Act, of 1993.

In situations in which a physician's note is required for use of sick leave, telehealth documentation may be accepted.

Any absence from work due to a service-connected injury or illness shall not be counted as time used under the Family Medical Leave Act.

LONGEVITY:

Employees who have attained ten (10) years of service shall receive an additional \$1,260.00 annually. Employees who have attained fifteen (15) years of service shall receive an additional \$1,560.00 annually.

HOLIDAYS

Juneteenth added as a holiday

FOREMAN/ASSISTANT CHIEF/CHIEF: A facility may assign a Foreman or Assistant Chief/Chief and shall receive the prevailing Foreman or Assistant Chief/Chief wage rate. Any Agency currently paying Foreman or Assistant Chief/Chief prevailing wage at a facility shall continue to pay the Foreman or Chief prevailing wage.

UNIFORM ALLOWANCE: Except for the Agency's that currently provide uniforms and prescription safety glass at no cost to the employees, effective July 1st, 2023, and every July 1st thereafter, the Employer will pay employees \$250.00 for the purchase of clothing necessary to perform work, including safety boots. The Employer will also reimburse employees on an annual basis for the purchase of prescription safety glasses up to a maximum of \$75.00. The Employer will provide at no cost to the employee, any specialized clothing or equipment necessary to perform their job assignment, including but not limited to fire retardant clothing.

PARENTAL 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 12 weeks (60 work days) of paid parental leave for each pregnancy resulting in birth or multiple births. Should both parents be employees, each be eligible for 12 weeks of paid parental 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 12 weeks (60 work days) of paid leave under this Section per year. The State shall require proof of the birth. In addition, non-married employees may be required to provide proof of parentage such as a birth certificate or other appropriate documentation confirming paternity. Leaves under this Section for a maximum of six (6) weeks shall also be granted for the loss of a pregnancy that occurs at or after twenty (20) weeks of pregnancy.

All bargaining unit members are eligible for twelve (12) weeks (60 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 four (4) 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 12 weeks of paid parental 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 12 weeks (60 work days) of said leave under this Section per year.

Parental leave is for the purpose of bonding with the new member of the household and to allow the birth parent to heal. 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.

FY 2023 SIGNING BONUS

Upon the ratification of the contract, all bargaining unit employees on active payroll as of June 30, 2023 shall receive a one-time signing bonus of \$1200. Only employees on active status shall receive such bonus payable after ratification of the collective bargaining agreement. The signing shall be paid as soon as practicable after the ratification of the Agreement.

NON-ECONOMIC

GRIEVANCE PROCESS

Any dispute over an overpayment or underpayment of wages, caused by an Employer error, may be filed directly to Step 3 of the grievance procedure, provided the grievance is filed within fifteen (15) working days of the receipt of the notification of such error. If no notification has been provided to the employee a grievance can be filed at any time.

REMEDY IN ARBITRATION:

If the union prevails, the arbitrator shall retain jurisdiction with respect to remedy until the Employer can show that the payment of remedies granted in the award have been made., unless the parties mutually agree otherwise. The Employer shall have a designated representative assigned to the specific matter to ensure the process has been initiated to implement all monetary remedies no later than forty-five (45) days after the date of the arbitration award provided the Employer is not considering filing an appeal.

SENIORITY: Seniority is the length of service in the bargaining unit in the facility. Seniority within a classification shall apply for choice of Vacation, Layoff, Call back, Shifts and Promotions provided that the employee has the ability to perform the job. Seniority cannot be exercised until a Shift Vacancy occurs. In the event of a the Employer recalls, employees will be notified via the employer's electronic hiring system of any vacancies for positions where the employee has identified and has contractual rights to ~~A~~after a layoff has taken place, the employees will apply for vacancies through the employer's website, internal career portal and indicate they are an employee bidding as recall. If more than one employee applies for the same position, employees will be recalled by seniority. in the reverse order of that in which they were laid off. Further, the Employer will hire no new employees in the same position classification if any bargaining unit employees are on layoff status.

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

In the event that a permanent vacancy is posted, Employees desiring to transfer to the same position classification within the same Agency to a different geographical work location or in the same position classification outside of the Agency but covered under this contract, shall file a request submit an electronic application through the internal career portal, in order to transfer, (unless there are individuals on the Agency recall list), prior to filling of the vacancy by other means available. which will be effective for one (1) year, with the Personnel Officer at the Agency/Facility where the employee wishes to transfer. In addition, the parties agree to the following parameters: (1) Any employee who has been suspended (unless the suspension is less than 3 days) within the preceding 6 months of the transfer opportunity shall not be eligible for transfer under this agreement. (2) An employee who exercises their right to transfer under this agreement will not be eligible to transfer again for 24 months from the date of the transfer. ~~(3)~~

~~The name of the employee who declines an offer to transfer under the terms of the agreement shall be removed from the transfer request list.~~ (34) All transferred employees must successfully complete the regular orientation and/or regular refresher training program in the new facility if such training or orientation is made available to the employee

DISCIPLINARY INVESTIGATION:

The Employee shall be provided written notice containing information about their right to Union representation prior to the commencement of an interview regarding an official investigation.

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

~~The Employer will notify the Union when permanent vacancies exist and When the Employer decides to fill a position within the bargaining unit, the Employer, five (5) ten (10) days prior to the posting period, will notify the Union via email to will give the Union an opportunity to recommend notify reliable and competent candidates of the posted position position being posted for employment. The email shall be sent to the Business Agent of record submitted annually to external CMS Labor Relations. The Union will notify candidates of the ability to apply on the Employer's website for the posted position. The Union shall provide notice to the Agency's Labor Relations Department or the individual in charge of labor relations to make any candidate recommendations. Those individuals receiving a recommendation shall receive an interview, if applicable. However, the recommendation shall not result in any preference for the position.~~

Permanent vacancies shall be posted for bid on the Employer's website and other appropriate bulletin boards, at those work locations where employees do not have daily access to the electronic posting, for a period of ten (10) working days. Once a vacancy is posted and employees have applied submitted bids for the position on the Employer's website, through the internal career portal, the vacancy will not be posted again for a period of thirty (30) calendar days unless all of the original bidders decline the position. The posting procedure may be modified if mutually agreed by the parties on an agency basis. Any bargaining unit employee may apply bid on for a position; however, they must be deemed qualified and eligible in order to be considered for selection. An employee on leave of absence is not considered eligible unless, upon acceptance of the position, the employee is able to commence performing the duties within ten (10) working days of being offered the position.

The filling of all vacancies in bargaining unit positions, except for in cases of recall, shall only be after completion of the application review and interview process, where applicable. With the exception of recall, agencies reserve the right to fill permanent vacancies through the below order of selection. The order of selection shall be as follows: All such permanent vacancies shall be filled in a reasonable time period and shall be filled according to seniority, as that term is defined in this agreement.

- 1) Recall.
- 2) Shift Preference at the work location (where multiple shifts exist).
- 3) Voluntary demotions within the bargaining unit at the work location where the vacancy occurs, based upon seniority, as that term is defined in this agreement.
- 4) Bargaining unit employees in the same position classification as the posted vacancy that applied as a transfer within the same agency.
- 5) Promotions within the bargaining unit at the work location where the vacancy occurs, based upon seniority, as that term is defined in this agreement. Seniority shall prevail unless a less senior employee has superior skills and ability to perform the work required in the position classification, based on information received through the application and interview process.
- 6) Promotions within the bargaining unit within the Agency where the vacancy occurs, based upon seniority, as that term is defined in this agreement. Seniority shall prevail unless a less senior employee has superior skills and ability to perform the work required in the position classification, based on information received through the application and interview process.
- 7) Bargaining unit employees in the same position classification as the posted vacancy from another State Agency, covered by this Contract.
- 8) Promotions within the bargaining unit from another State Agency covered by this Contract, based upon seniority, as that term is defined in this agreement. Seniority shall prevail unless a less senior employee has superior skills and ability to perform the work required in the position classification, based on information received through the application and interview process.
- 9) If there are no qualified applicants or transfers, the Employer may at its prerogative fill the vacancy by hiring new employees.

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

INTERVIEW PROCESS

The Employer may use a current state trades employee as a subject matter expert during the hiring process as a technical expert, an interviewer, or as a reviewer of submitted application(s), as long as ~~if~~ the subject matter expert has ~~been deemed qualified to participate in the interview by~~ successfully completed the Interview Training(s) Program provided by CMS.

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

WORKING CONDITIONS, SAFETY AND HEALTH

Section 1. Safety and Health

The Employer shall endeavor to provide worksite health and safety training as part of an employee's facility orientation. This health and safety training shall be consistent with Occupational Safety and Health Administration ("OSHA") and the standards set by the Illinois Department of Labor.

At least once per week, trades employees shall engage in an informal group discussion regarding a particular health and safety issue, also known as a "Safety Toolbox Talk.". Such discussions should be led by the facility Chief or Assistant Chief Engineer.

At least quarterly at each State owned facility, the Employer shall conduct a health and safety meeting with all employees. Such meeting may coincide with other scheduled facility/Agency health and safety meetings.

Section 2. Safety Monitor

The Employer shall designate at least one employee that is a member of the Trades as a Safety Monitor at the work location, who shall address all safety issues. Reported safety issues or concerns shall be addressed within a reasonable amount of time. The safety monitor shall ensure that all lockout/tagout procedures are assigned and completed by the proper trades' employee(s), that necessary paperwork is timely and accurately completed and shall ensure that the equipment is removed expeditiously.

The safety monitor will take steps to ensure that all trades employees at the work location are completing their required OSHA training(s) and maintaining their required licenses or certifications.

The safety monitor shall work with the Employer to ensure that minimum staffing requirements for certain tasks, jobs or projects are adhered to.

Safety Policy Side Letter

The Agency or facility Administrator will endeavor to work with the safety monitor to establish at safety policy as the work location(s).

LIGHT DUTY - ELIMINATED