

AGREEMENT

between the

STATE OF ILLINOIS, OFFICE OF THE ATTORNEY GENERAL

and

GENERAL TEAMSTERS PROFESSIONAL/TECHNICAL LOCAL 916

and

AMERICAN FEDERATION OF TEACHERS LOCAL 4408

July, 2011 through June, 2015

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PREAMBLE

This Agreement has been made and entered into by and between the State of Illinois, Office of the Attorney General, hereinafter called the "Employer," and the General Teamsters Professional/Technical Local 916 and American Federation of Teachers Local 4408 which for purposes of this Agreement shall act as a single labor organization, hereinafter collectively called the "Union," for the purpose of establishing collective bargaining relations covered by this Agreement.

ARTICLE 1

RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and other conditions of employment for all titles listed in the Certification of Voluntarily Recognized Representative, Case No. S-VR-90-13, as amended from time to time, a copy of which and its amendments are attached hereto as Appendix 'A'.

ARTICLE 2

MANAGEMENT RIGHTS

Section 2.1 The Union acknowledges that it has been afforded a full opportunity to make proposals and to negotiate with the Employer with respect to any matter not removed from the area of collective bargaining by law. The complete understandings arrived at by the parties after such opportunities have been afforded are set forth in this Agreement.

Section 2.2 Except as expressly modified or restricted by a specific provision of this Agreement, all powers, rights, duties, responsibilities, prerogatives and functions, including all inherent managerial rights and those vested by the laws and the Constitution of the State of Illinois are retained and vested exclusively in the Attorney General and the Employer in each and every respect, including, but not limited to, the rights to be exercised in accordance with his and its sole and exclusive judgment and discretion:

- a. to determine the organization and operations of the Employer, including the right to determine the personnel, methods, means and facilities by which operations are conducted;
- b. to determine and change the purpose, size, compensation, and function of the work force and of each of the constituent parts and subdivisions of the Employer and the work to be performed thereby;
- c. to set standards of productivity and for the services to be performed by all employees;
- d. to direct the employees, including the right to assign and direct work and overtime;

- e. to hire, examine, evaluate, classify, investigate the conduct and performance of, select, promote, reinstate, restore to positions, train, transfer, assign and schedule employees;
- f. to determine the number of employees to be employed and to increase, reduce or change, modify, or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds or other proper reasons;
- g. to use independent contractors to perform work or services, as long as such action does not diminish the bargaining unit;
- h. to establish work schedules and to determine starting and quitting times of employees and the number of hours to be worked;
- i. to establish, modify, combine, and determine the work content and functions of all job positions and classifications;
- j. to determine methods of operation, equipment, or facilities, including the right to control and regulate the use of machinery, facilities, equipment, and other property of the Employer;
- k. to determine the locations, methods, means, and personnel by which operations are to be conducted, including the right to determine whether services are to be provided or purchased;
- l. to establish, implement, and maintain an effective internal control program;
- m. to reprimand, suspend, discharge, or take other disciplinary action against employees for just cause;
- n. to establish and amend policies, procedures, rules, and regulations relating to the Employer, and the job duties, conduct, and activities thereof, and their terms of employment, except as otherwise expressly provided or restricted herein;
- o. to introduce new or improved research, production, service, materials, machinery, and equipment;
- p. to determine the number, locations, and operations of Departments, Divisions, Bureaus and all other units of the Employer's operations;
- q. to take whatever action is either necessary or advisable to determine, manage, and fulfill the mission and duties of the Attorney General, provided such action is consistent with this Agreement.

Section 2.3 Any matter not specifically addressed in this Agreement is hereby retained and reserved for the Employer and remains within his and its sole and exclusive discretion to determine. The failure of the Employer to exercise any right, prerogative, or

function hereby reserved to the Employer, or the exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the right of the Employer to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

Section 2.4 The exercise of such powers and the use of judgment on matters which are by law vested exclusively in the discretion of the Employer are limited by the terms of this Agreement only to the extent such limitations are permitted by the Constitution and Laws of the State of Illinois. With respect to any matter not set forth in this Agreement, there are no implied restrictions imposed by this Agreement upon the exercise of the powers or discretion of the Employer.

ARTICLE 3

NON-DISCRIMINATION POLICY

Section 3.1 Non-Discrimination Statement.

It is the policy of the Employer to attract and retain highly qualified employees. There shall be no discrimination on the basis of race, color, sex, age, religion, national ancestry or citizenship status (consistent with U.S. immigration law), disability, military or veteran status, order of protection status, genetic information, membership or non-membership in the Union and/or political affiliation, sexual orientation, gender identity or self-presentation, marital, domestic partnership or civil union status. These terms will be construed in accordance with the local, state and federal laws.

The parties agree that this Section 3.1 cannot be the sole basis of a grievance if the employee (or the Union on behalf of the employee) has filed a claim, charge or complaint related to the same or similar facts which is pending before an authorized administrative agency or court for resolution.

ARTICLE 4

SENIORITY

Section 4.1 Vacation computation.

For the purpose of determining the amount of vacation time to which an employee is entitled, seniority shall be calculated using the sum total of length of service as an employee of the State of Illinois, regardless of agency.

Section 4.2 Layoff, Recall, Job Bidding.

For the purpose of determining the order of layoff, recall, and consideration for posted job vacancies, seniority shall be calculated based upon the total number of years within the Office of the Attorney General.

Section 4.3 Accrual During Leave or Layoff.

Seniority shall continue in effect, but shall not continue to accrue for the duration of any layoff or approved leave of absence without pay, unless otherwise stipulated herein.

Section 4.4 Cessation of Seniority.

The accumulation of seniority shall cease when an employee:

- a. Voluntarily resigns so long as that employee is not re-employed by the Employer within five (5) work days;
- b. Is discharged for just cause, provided that if the Employer is found to have acted inappropriately, all seniority shall be restored to the employee as if no interruption had ever occurred in the continuous service of that employee;
- c. Fails to report for work after a layoff on the date determined in accordance with Sections 32.8 and 32.9 of this Agreement;
- d. Has been laid off for a period of twenty-four (24) months; or
- e. Retires.

ARTICLE 5

PROBATIONARY EMPLOYEES

Section 5.1 Probationary Period.

A probationary period of six (6) consecutive months of active duty, except for Leaves of Absence authorized by the Employer under the terms of this Agreement, shall be served by:

- a. An employee entering State service for the first time or commencing a new period of continuous service following any break in State employment; or
- a. An employee entering employment with the Employer from a position with another State agency.

Section 5.2 Seniority While on Probation.

Probationary employees shall accrue no seniority until after successful completion of the probationary period, at which time seniority shall be awarded retroactively to the employee's date of hire.

Section 5.3 Holidays, Vacation, Sick Leave and Unpaid Personal Leave.

Probationary employees will be eligible for paid holidays and shall accrue sick time and vacation at the same rate as regular full-time employees. A personal leave of absence, without pay, may be granted during the probationary period in accordance with Article 28 of this Agreement, however, no employee new to State service may utilize accumulated vacation time until after completion of the probationary period. Probationary employees may utilize accrued sick time during their probationary period.

Section 5.4 Other Employee Benefits.

To the extent not otherwise defined in this Agreement, the following enumerates the entitlement, or non-entitlement, of a probationary employee to the benefits described below. Probationary employees:

- a. shall accrue paid personal days and may use such days during their probationary period;
- b. shall be entitled to family leave if eligible under the Family Medical Leave Act;
- c. shall be entitled to paid bereavement leave in accordance with Article 23 of this Agreement;
- d. shall not be entitled to educational leave;
- e. shall not be entitled to peace corps or job corps leave;
- f. shall be entitled to military leave pursuant to Article 26 of this Agreement;
- g. shall be entitled to disability leave pursuant to Article 27 of this Agreement;
- h. shall not be entitled to tuition reimbursement;
- i. shall be entitled to attendance in court leave as defined in Article 31 of this Agreement.

Section 5.5 Discharge and Disciplinary Action.

A probationary employee has no right to use the grievance procedure for disciplinary action or discharge, and may be discharged with or without just cause.

ARTICLE 6

JOB POSTINGS AND PROMOTIONS

Section 6.1 Job Postings.

Any job openings in a classification, other than temporary vacancies which may be filled by temporary assignment, within bargaining unit classifications shall be posted in areas that are accessible to all employees for at least ten (10) consecutive working days prior to the date interviews begin for such opening. All postings shall include job classification, qualifications, duties, permanent Bureau assignment, facility and salary range. When the Employer has made a decision to permanently fill a position that is being performed by a temporary employee, that position shall be posted.

Whenever a bargaining unit position becomes vacant due to separation of employment and the Employer elects to permanently fill the position, the Employer shall post the vacancy within ninety (90) days of such election.

Section 6.2 Purpose.

It is the purpose of this Article to ensure that employees qualify for and have the opportunity to seek promotions.

Section 6.3 Promotions.

It is the policy of the Employer to promote qualified employees. Employees seeking promotions must qualify for such position and bid for the promotion in accordance with the established policies of the Employer. Although seniority and Career Ladders as defined in this Agreement will be taken into account, the most qualified employee will be offered the promotion. The Employer shall document the basis on which the determination of the most qualified employee is made. Any dispute with respect to such determination shall be subject to resolution through the grievance procedure.

Section 6.4 Salary Rates.

An employee who is promoted to a higher pay grade will receive at least a four percent (4%) increase to his/her rate of pay. An employee who has bid for and been awarded a new position at the employee's same pay grade will receive his/her current rate of pay. An employee who has bid for and been awarded a new position classification in a lower pay grade will receive no more than a four percent (4%) decrease in his/her rate of pay.

Section 6.5 Lateral/Downward Transfer.

An employee shall be limited to one lateral or downward transfer through bidding in any twelve (12) month period, unless the Union and the Employer agree it would be in the best interests of the office to allow additional such transfers.

Section 6.6 Definitions.

- a. When used in this Agreement, the term "promotion" shall mean an advancement in job classification which results in an increase in pay grade.
- b. The term "Career Ladder" expresses a recognized path of advancement, not to the exclusion of other potential paths of advancement, whereby an employee may establish a progression into a higher-rated job classification. In establishing or modifying a Career Ladder, the Employer shall confer with the Union from time to time. Thereafter, the Employer shall post the Career Ladder for the information and benefit of all employees on the office intranet.
- c. When used in Section 6.5, the term "transfer" means the movement of an employee to another position at the same or lower pay grade.

Section 6.7 Use of Temporary Employees and Temporary Assignments.

- a. At no time will a temporary employee displace a bargaining unit employee from his/her regular job classification.
- b. The Employer shall not fill the position of an employee whom the Employer has temporarily assigned to another position so as to deny the transferred employee's opportunity to return to his/her previous position.

- c. The Employer shall not use temporary assignment to favor or specially qualify certain employee for future promotional opportunity, or for the sole purpose of avoiding its posting obligation under this Article.

Section 6.8 Application for Posted Positions.

When the Employer has made a decision to post a vacancy for a permanent position, qualified bargaining unit employees shall have the first opportunity to apply. Upon written request, a candidate will be given an explanation for that candidate's non-selection for a position.

Section 6.9 Lead Worker Positions.

The Parties acknowledge that appointments to the Lead Worker positions are temporary in nature and are subject to procedures established by the Employer. If any current Lead Worker leaves that position, for any reason, the vacancy will not be filled. Except as provided in Section 35.5, there will be no change in any Lead Worker's rate of pay.

ARTICLE 7

JOB CLASSIFICATIONS AND AUDITS

Section 7.1 Classification.

For all purposes in the administration of this Agreement, the terms "titles/job titles," "classification" or "job classification," wherever used in this Agreement, shall mean the job titles listed in Appendix "B" of this Agreement. In the event that requirements for a given job classification are revised and the duties and responsibilities of said job classification remain essentially unchanged, those employees who qualified under previous requirements shall be considered qualified. Upon request, an employee shall be given a copy of his/her job description. Job descriptions shall generally reflect the duties and responsibilities of that classification.

Section 7.2 New Job Titles.

The Employer shall promptly give written notice to the Union of its intent to create any new job titles or classifications pertaining to jobs or work covered by this Agreement, including the effective date and pay grade thereof. In the event of a dispute between the parties concerning the new job classification, the Union may file a grievance in accordance with Article 18 of this Agreement at Step 3 of the grievance procedure within five (5) working days of its receipt of said notice. When changes occur in the job classifications to be included in the bargaining unit, the parties shall notify the Illinois State Labor Relations Board within thirty (30) working days.

Section 7.3 Request for Audit.

a. An employee may make a written request of the Director of Human Resources to conduct a survey, audit, or other investigation as deemed necessary by the Director to determine the proper allocation of the employee's position. Within thirty (30) days of receipt of the request for a survey, audit or other investigation, the Director or his/her designee shall

confer with the Union/Management Committee in establishing a schedule for employee-initiated position audits to be conducted. Such audits shall be completed within ninety (90) days of the commencement date of the audit.

b. An employee whose position is reclassified to a higher rated classification will receive at least a four percent (4%) increase, unless the employee does not meet the minimum education and experience requirements for the position. An employee reclassified to a position equal to their current classification shall not receive a salary increase. An employee whose position is reclassified to a lower rated classification will receive no more than a four percent (4%) decrease in his/her rate of pay. The effective date of a salary increase, if any, shall be the date the completed survey form is returned to the Director of Human Resources. The Employer shall provide the survey form to the requesting employee within five (5) work days of receiving the request.

c. The Director shall notify the Deputy Chief of Staff/Administration and the employee, in writing, of the decision and the proper allocation of the position in question. Within thirty (30) days after receiving notice of such decision, the employee may make a request, in writing, to the Director for reconsideration of the decision. Thereafter, the Director shall reinvestigate the duties and responsibilities of such position and related positions, if necessary, and the affected employee shall be given a reasonable opportunity to be heard.

d. An employee shall be allowed only one (1) request for a survey, audit, or other investigation under this Section in a twelve (12)-month period. The Director may allow one additional request for a survey, audit or other investigation within the same 12 month period for extraordinary circumstances.

Upon written request, the affected employee will be given a copy of the job audit report.

Section 7.4 Upward Mobility

The Employer is committed to providing improved career advancement opportunities for all bargaining unit employees where there is a demonstrated need for an employee to assume additional duties and responsibilities and where such enhanced duties and responsibilities are clearly articulated and necessary to the operations of the Office. To that end, the Parties will form an Advisory Committee comprised of four (4) bargaining unit employees (two from each union) and up to an equal number of representatives selected by the Employer which shall be responsible for making recommendations, which the parties upon mutual agreement may adopt, as to how employees can develop necessary skills and abilities to enable them to qualify for promotional opportunities within the bargaining unit in appropriate cases. The Advisory Committee's role may include, but shall not be limited to, recommending specific and quantifiable additions to the existing job descriptions which will permit the employees to be better utilized by the Employer to enhance their value and overall contributions to the Office of the Attorney General. The Advisory Committee will be guided by the provisions of Section 9.4 of the collective bargaining agreement or such alternate provisions as are mutually agreed to in writing by the members of the Advisory Committee. The Parties agree that it is desirable for the Advisory Committee to be established and the first meeting will be scheduled on or before December 31, 2012.

ARTICLE 8

TEMPORARY ASSIGNMENT

Section 8.1 Eligibility.

The Employer may temporarily assign an employee to perform the duties of another individual in a different position classification. To be eligible for temporary assignment pay, the employee must:

- a. be assigned by the Employer to assume duties and responsibilities of a different position classification;
- b. perform the duties and responsibilities or be held accountable for them, which distinguish the position classification;
- c. perform duties and responsibilities not generally provided for in his/her regular position classification; and
- d. be qualified in accordance with the classification specification for the higher level position.

Section 8.2 Temporary Assignment Pay.

In the event an employee is temporarily assigned to the duties of a position classification in an equal or lower pay grade than his/her permanent position classification, the employee 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.

Section 8.3 Duration Requirement.

In order to qualify for temporary assignment pay, the employee must work one day or more in the higher-level position classification. Assignments of less than one (1) day will not qualify for temporary assignment pay.

Section 8.4 Non-Bargaining Unit Employees.

Employees outside the bargaining unit shall not be directed or required by the Employer to perform work normally assigned to employees in the bargaining unit, except during designated relief breaks, emergencies, or for the purpose of instructing employees or checking the safety of equipment.

Section 8.5 Full Performance/Fill-Ins.

It is agreed and understood that "temporary assignment" shall mean that an employee is temporarily assigned to totally perform all the functions of a person in another position classification. Only when the temporarily assigned employee performs all the functions and duties of the person replaced in the case of an assignment to a higher-level position, will the temporarily assigned employee be eligible for the salary of the higher pay grade. The

movement of employees to fill-in for other employees absent through illness, personal days or vacation would be for short durations, usually not to exceed two weeks. Such vacation and time-off fill-ins are not covered under the provisions of Article 8.

Section 8.6 Temporary Assignment Notification

The Employer will provide the Union(s) with a monthly report that includes a list of employees receiving temporary assignment pay pursuant to this article.

ARTICLE 9

UNION RIGHTS

Section 9.1 Notice of Bargaining Agent and Personnel Changes.

The Employer shall advise new employees hired in the positions covered by this Agreement that the Union is the recognized collective bargaining representative for employees in the position classifications listed in Appendix "B" of this Agreement. Each month, the Employer shall notify the Union of all bargaining unit personnel changes, and all changes of non-bargaining unit personnel who are performing bargaining unit work on a continuing basis.

Section 9.2 Time Off for Union Business.

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

Such time off shall not be cause for interruption in the employee's continuous service, and shall not be a negative reflection on the Union representative's employment record.

Section 9.3 Union Bulletin Boards.

The Employer agrees to provide one (1) bulletin board in each regional office and one (1) on each floor of both the Springfield and Chicago Offices and other locations mutually agreed upon. The purpose of the bulletin boards will be for general Union information, but shall not contain any material that is defamatory, partisan or political in nature.

Section 9.4 Union-Management Meetings.

The Deputy Chief of Staff/Administration or his/her designee(s) will meet with representatives of the Union on 15 days written notice or at a mutually agreed upon time to consider and discuss items of interest to either party. If the subject matter warrants additional participants, these representatives may so mutually agree. It shall be the responsibility of the Union to ensure that the bargaining unit is fully represented at such meetings. Agenda items must be submitted by the party requesting the meeting. No other items shall be discussed, unless mutually agreed. It is understood by the parties that active grievances will not be discussed at these meetings.

Section 9.5 Union Stewards.

The Union shall be represented by Stewards. The names of the Stewards shall be certified in writing by the Union to the Employer immediately upon his/her appointment.

Stewards shall be allowed reasonable time to investigate and process grievances during their normal workday with the prior written approval of their supervisor at a location that does not interfere with their normal assigned duties or the assigned duties of other employees. The Employer shall designate the location at which such investigation and grievance processing shall occur. The Union Steward shall log time out and in, in a manner designated by the Employer, to conduct such Union activities.

Section 9.6 Access to premises.

Authorized representatives of the Union shall have reasonable access to the Employer's premises for the purpose of administering this Agreement, giving two (2) hour reasonable notice prior to arrival to the appropriate Employer representative. The Union representatives shall be subject to such security screening measures and identification requirements that are applicable to other visitors of the Employer's premises.

Section 9.7 Union Orientation

The Union shall be permitted to offer a brief orientation of a new bargaining unit employee for the purposes of being introduced to the Union steward, and for the Union to distribute a copy of the Union contract and to explain Article 10 to the new bargaining unit employee. The Employer shall inform the Union of the date, time and location of the Union's participation within this Section.

ARTICLE 10

DUES DEDUCTION AND FAIR SHARE PAYMENTS

Section 10.1 Payroll Deduction of Dues.

The Employer shall deduct the amount of dues set forth in such form and any authorized increase thereof, and shall remit such deductions to the Union in accordance with the laws of the State of Illinois.

Section 10.2 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.

Section 10.3. Fair Share Dues.

Members of the bargaining unit who choose not to become Union members shall be required to pay their proportionate share of the costs of the collective bargaining process, contract administration, and of pursuing matters affecting wages, hours and other conditions of employment, but not to exceed the amount of dues uniformly required of members. Such proportionate share, shall be deducted from the employee's pay check. Such fair share provision shall remain in effect for the duration of this Agreement.

Section 10.4 Certification of Dues Amount.

The Union shall certify, in writing, to the Employer the amount of dues and fair share payment required of each affected employee. The Union shall advise the Employer in writing of any changes in the amount of the dues deduction at least thirty (30) days prior to the effective date of any change.

ARTICLE 11

EMPLOYEE DEVELOPMENT

The Employer and the Union recognizes the need for training and development of employees in order that services are efficiently and effectively provided and employees are afforded the opportunity to develop their skills and potential.

Section 11.1 Training and Orientation.

The Employer shall endeavor to provide employees with reasonable orientation with respect to current procedures, forms, methods, techniques, materials, and equipment normally used in such employee's work assignments and with respect to periodic changes therein, including, where available and relevant to such work, procedural manuals.

Section 11.2 Career Ladders.

The Employer hereby subscribes to the principles of Career Ladders and promotions within its organization. However, both parties recognize that no employee is guaranteed a Career Ladder or promotion.

Section 11.3 Employee Qualification Tests.

Employees required to take tests to qualify for any bargaining unit vacancy shall attend tests as scheduled by Human Resources. The test shall be taken on a computer, typewriter or word processor, depending upon the equipment to be used in the vacant position. The employee shall be shown the results of the test and shall be given the opportunity to discuss the results with Human Resources. Test scores remain valid for a period of two years from the date of the test. An employee may request a retest on a quarterly basis. The Employer may require re-testing for just cause.

ARTICLE 12

PERFORMANCE EVALUATIONS

Section 12.1 Evaluation of Employees.

The Director of Human Resources shall, at the direction of the Employer, develop a program, based on standard and accepted criteria, for the evaluation of all employees and applicants for employment in accordance with the Employer's Policy and Procedure Manual.

Section 12.2 Processing and Personnel File.

Each new employee shall be processed through Human Resources and shall be assigned a starting date by the Director of Human Resources. A complete personnel file, including

application, resume, credentials, licenses, written evaluations, payroll withholding forms, group insurance elections, retirement system forms, and other forms as may be required, shall be assembled and maintained by Human Resources. This file shall be deemed the "Official Personnel File." Upon the request of an employee, materials in an employee's Official Personnel File shall be available for inspection and copying pursuant to the Personnel Record Review Act, 820 ILCS 40/0.01 et seq., and as hereinafter amended. Such requests shall not be limited to two (2) per year.

Section 12.3 Evaluation Procedure.

Performance evaluations will be given at least annually to employees covered by this Agreement and shall be performed or contributed to by the persons within the Bureau who provide job assignments to the employee, including, but not limited to input from the following:

- a. the employee's immediate supervisor within the Bureau;
- a. the attorney(s)/individuals for whom work is performed by the employee;
- b. the Bureau Chief or Director.

The performance evaluation shall be reduced to writing, reviewed and discussed with the employee, and a signed copy given to the employee at the time of review. The evaluation report shall be based upon only job-related criteria. The completed evaluation report shall be signed by the employee, the employee's supervisor performing the evaluation, and by the Employer's Reviewing Officer, and shall be placed in the employee's Official Personnel File.

In any instance where an employee receives an overall rating of less than 1.5 on an annual evaluation, specific documentation upon which the evaluation has been made shall be provided to the employee. The employee shall have sufficient time to present evidence to refute such documentation.

Employees who disagree with the results of an overall performance evaluation of less than 1.5 may appeal the evaluation to the Director of Human Resources within ten (10) working days after receipt of the results. The employee may request a Union representative to attend the appeal of his or her evaluation. Employees who disagree with the determination of the Director of Human Resources may file a grievance within ten (10) working days after receiving the determination of the Director of Human Resources. If the employee disagrees with the evaluation, the employee may submit written comments and such response shall become part of the employee's personnel file.

Section 12.4 Evaluation Rating.

Employees must receive and maintain an overall performance evaluation rating of 1.5 or higher on a 3.0 scale. Employees receiving an evaluation rating of less than 1.5 on a 3.0 scale shall be re-evaluated at the discretion of the Employer. A repeated evaluation rating of less than 1.5 on a 3.0 scale may result in disciplinary action, up to and including discharge.

ARTICLE 13

INTEGRITY OF THE BARGAINING UNIT

Section 13.1 Erosion of the Bargaining Unit.

The Employer recognizes the integrity of the bargaining unit and will not take any action which is solely directed at eroding it. The Employer will endeavor to assign bargaining unit work to bargaining unit employees, subject to operational needs.

ARTICLE 14

HOURS OF WORK AND OVERTIME

Section 14.1 Hours of work.

A work day shall consist of eight (8) consecutive hours, of which one (1) hour shall be for the purpose of lunch. Each work day shall also include two (2) fifteen minute rest periods, one (1) period taken in the morning, and one (1) period taken in the afternoon, as approved by the immediate supervisor.

Section 14.2 Work Week Defined.

A normal work week shall consist of five (5) consecutive work days, Monday thru Friday, forty (40) hours per week. The Employer and employees may agree to alter this work week to fit the office's particular needs.

Section 14.3 Paid Holidays.

The Employer agrees that the following days or the recognized State holiday shall be considered paid holidays:

- a. New Year's Day
Martin Luther King's Birthday
Abraham Lincoln's Birthday
Presidents' Day
Memorial Day
Independence Day
Labor Day
Columbus Day
General Election Day
Veterans' Day
Thanksgiving Day
Friday Following Thanksgiving Day
Christmas Day
- b. To be eligible for holiday pay, employees must work the scheduled work days immediately preceding and following the holiday, unless absence on either or both work day(s) is approved by their immediate supervisor.

Section 14.4 Distribution of Overtime.

Overtime shall be distributed as equally as possible among employees, within the position classification in the bureau at the location at which overtime is needed.

Section 14.5 Guaranteed Call-Back Compensation

Employees called into work at times other than their regularly established shift, shall be guaranteed a minimum of four (4) hours of compensation. Employees called in on Sunday or Holidays as defined in Section 14.3 above, shall be guaranteed a minimum of four (4) hours of compensation computed at double time of their straight-time salary, unless Sunday is a part of that employee's regular work schedule. Additional hours worked as an extension of a shift shall not be considered a call-in and are not subject to this guarantee of minimum compensation.

Section 14.6 Flexible Work Schedule.

- a. Any work schedule varying from the established office hours shall be submitted to the immediate supervisor for approval then to the Deputy Chief of Staff/Administration or his/her designee for approval. Upon approval, such schedule shall become the normal work schedule of those employees subject to it, until such time as said schedule may be changed by the Employer.
- b. When feasible and appropriate, and at the Employer's sole discretion, the Employer shall endeavor to provide flexible work schedules which take into account such factors, but not limited to such factors, as transportation, child care, medical concerns, family needs, educational scheduling, employee work records, and the overall needs of the Employer.
- c. The administration of this Section shall be in a manner consistent with the Employer's Policy and Procedure Manual, as amended from time to time.

Section 14.7 Definition.

The term "overtime," as used herein, refers to hours worked at the direction of the Employer in excess of forty (40) hours in any given week.

Section 14.8 Overtime Compensation.

Overtime shall be computed at a rate of one and one-half (1-1/2) times the rate for authorized hours worked in excess of forty (40) hours in a work week. Compensation may be made as cash or compensatory time off at the discretion of the Employer, except as detailed below:

- a. If compensatory time is granted, the employee may request an alternate form of payment be made by submission of a written request to the Deputy Chief of Staff/Administration or his/her designee.
- b. Compensatory time shall be taken in at least one (1) hour increments by an employee at any time that is mutually agreed upon by the employee and the Employer within the next fiscal year without penalty, including for reasons such as inclement weather.
- c. In the event that work is performed on a holiday or Sunday, the employee shall be compensated at twice the regular rate of compensation for the hours worked,

unless Sunday is a part of the employee's regular work schedule. If Sunday is a part of the employee's regular work schedule, then work performed on the seventh (7th) day of the employee's regular work schedule shall be compensated at twice the regular rate of compensation for the hours worked. There shall be no pyramiding of overtime compensation.

- d. In the event that an employee subject to this subsection accumulates in excess of two hundred and forty (240) hours of compensatory time off or in excess of one hundred and twenty (120) hours of compensatory time off effective July 1, 2001, such employee shall be compensated in cash at a rate of one and one-half (1-1/2) times the employee's hourly rate for each excess hour of overtime worked. Upon termination, a cash award shall be made for any unused compensation time at the straight-time rate earned.

Section 14.9 Assignment of Overtime.

Only the employee's immediate supervisor or the immediate supervisor's supervisor shall have authority to approve the assignment of work during hours not normally worked by an employee. Such supervisory personnel shall make themselves reasonably available for the purpose of granting such approval.

ARTICLE 15

MAINTENANCE OF STANDARDS

Section 15.1 Past Practice.

Subject to the provisions of Article 2, the Employer agrees that during the period of this Agreement, it shall not unilaterally change any bona fide past practice and/or policy with respect to salaries, hours, conditions of employment and fringe benefits enjoyed by the members of the bargaining unit, without prior consultation and negotiations with the Union.

ARTICLE 16

HEALTH CARE AND INSURANCE

Section 16.1 Maintenance of Benefits.

The Employer shall continue in effect, and the employee shall enjoy the benefits, rights and obligations of the Group Insurance and Life Plan applicable to all Illinois State employees pursuant to the provisions of the State Employees Group Insurance Act, 5 ILCS 375/1 et seq., and as hereinafter amended.

ARTICLE 17

TERMINATION AND DISCIPLINARY ACTION

Section 17.1 Disciplinary Action.

The Employer shall not discipline any employee, except for just cause. Further, the Employer

agrees with the tenets of progressive and corrective discipline.

Section 17.2 Explanation of Discipline/Right to Union Representation.

For discipline, including verbal reprimands, prior to imposing the contemplated measure of discipline, the Employer shall meet with the employee involved and inform him/her of the reason for such contemplated action, including the names of any witnesses and copies of pertinent documents. The Employer shall provide a minimum of twenty-four (24) hour notice to Union and the employee of such meetings whenever practicable. Employees shall also be informed of their right to Union representation. The Employee and the Union shall be given the opportunity to rebut the reasons for the intended discipline and if necessary, the Employer shall clarify the reasons for such action.

Section 17.3 Private Administration of Discipline.

All forms of discipline shall be administered privately between the employee, the Union and the Employer.

Section 17.4 Written Notice of Disciplinary Action.

All forms of discipline, including suspensions and discharge, shall be recorded in written form and copies shall be provided to the affected employee, the Union and placed in the employee's personnel file. Once recorded as stated above, the form of the discipline may not be increased as it relates to the basis stated for such discipline.

ARTICLE 18

GRIEVANCE PROCEDURE

Section 18.1 Definition and Procedure.

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

Step 1. Grievances shall be first raised orally with the grievant's immediate supervisor. This shall constitute the first step of the grievance procedure. If not resolved, the grievance shall proceed in accordance with the following procedure, if the grieving party elects to pursue the grievance.

Step 2. The employee or Union shall, in written form, file the grievance with the direct supervisor of the grievant's immediate supervisor, unless the direct supervisor of the grievant's immediate supervisor is the Deputy Chief of Staff/Administration, in which case the grievance shall be filed with the Division Chief of Operations and Administrative Services. The written grievance at this Step shall be filed within ten (10) working days from the date the grievant became aware of the occurrence giving rise to the complaint. The immediate supervisor's supervisor or the Division Chief of Operations and Administrative Services shall have five (5) working days after the Step 2 written grievance is received, either to respond to the written grievance or to schedule a meeting as referred to below. The grievance shall be reduced to writing on a standard grievance form stating the facts of the complaint, the

section(s) of the Agreement allegedly violated, the manner in which such sections were allegedly violated, and the relief requested. At the sole discretion of the person answering the grievance in Step 2, a meeting may be held to review the grievance and shall be at a mutually agreeable time. The person answering the grievance at Step 2 shall have five (5) working days from the date of the meeting to respond to the grievance, if a meeting is held.

Step 3. If the grievance is not resolved at Step 2, or an answer is not given within the specified time, the grievance shall be submitted to the Deputy Chief of Staff/Administration within (5) working days after receipt of the Step 2 response or the date the Step 2 response was due, whichever is earliest. Within ten (10) working days after receipt of the grievance at this Step, a meeting shall be scheduled at a mutually agreeable time to review the grievance, unless the parties mutually agree otherwise. The Deputy Chief of Staff/Administration or his/her designee shall have five (5) working days from the date of the Step 3 meeting to respond to the grievance.

Step 4. If the grievance is not resolved at Step 3, or an answer is not given within the specified time, the grievance shall be submitted to the Chief of Staff or his/her designee within five (5) working days after receipt of the Step 3 response or after the Step 3 response was due, whichever is earliest. The Chief of Staff or his/her designee shall respond to the grievance within ten (10) working days after receipt of the grievance at this Step. If the grievance is not adjusted in Step 4, or an answer is not given within the time specified, the grievance may be submitted by the Union or the Employer to arbitration within thirty (30) calendar days after receipt of the Step 4 response or the date on which the Step 4 response is due. The parties agree that unless either party initiates the arbitration process by giving notice to the other party within thirty (30) calendar days after the Step 4 response, or the date on which such response was due, the last answer given will be deemed to be accepted.

Section 18.2 Arbitration.

The procedure to be followed in instituting and conducting the arbitration of any matter subject to arbitration as provided in this Agreement shall be as follows:

- a. A hearing of the unresolved grievance submitted to arbitration shall be conducted by a Board of Arbitration. The Board of Arbitration shall consist of three (3) members. One (1) of whom shall be a representative of the Union, designated by the Union, and one (1) individual designated by the Employer, who may be, but need not be in the employ of the Employer. The third member shall be an Impartial Chairman designated in the manner hereinafter described.
- b. The following steps shall be taken within the times stated, unless an extension is mutually agreed to in writing:
 - (1) Within five (5) working days following the serving by either party upon the other of the written notice for arbitration referred to in Step 4 above, each party shall by written designation given to the other party, appoint the Board of Arbitration member to be appointed by it. Each such written designation shall state the full name and address of the member appointed thereby.
 - (2) Should either the Union or the Employer fail, within the time-above stated to

appoint its member, the vacancy resulting by reason of such failure, shall, upon the written request of either party, be filled by an impartial individual appointed by the American Arbitration Association.

(3) At the same time that a written demand for arbitration is served upon the other party, the parties shall commence the selection of the Impartial Chairman, which selection shall be made within thirty (30) days of the notice referred to in Step 4, above. If the parties are unable to agree on a selection, the Impartial Chairman shall be selected in accordance with the rules of the American Arbitration Association.

(4) Upon the appointment of the Impartial Chairman, the Board of Arbitration shall be deemed to be constituted.

(5) Within twenty (20) days following the constitution of the Board of Arbitration, hearings conducted by the Board of Arbitration shall be started and carried to a conclusion as expeditiously as possible. The arbitration shall be conducted under the Voluntary Labor Arbitration Rules of the American Arbitration Association as to any procedural matter not specifically covered in this Agreement. In the absence of unanimous agreement by the other members of the Board of Arbitration with respect to the closing of the proceeding, the Impartial Chairman may declare the proceeding closed. Within ten (10) working days following the closing of the proceeding, the Board of Arbitration shall render its decision in writing.

(6) The decision of a majority of the Board shall be the decision of the Board of Arbitration.

- c. Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the Board of Arbitration. The Employer or the Union shall have the right to request that the Impartial Chairman require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses and of its appointee to the Board of Arbitration.
- d. Questions of arbitrability shall be decided by the Impartial Chairman. The Impartial Chairman shall make a preliminary determination on the question of arbitrability. Once this determination has been made, and if so decided as arbitrable, the Board of Arbitration shall proceed to determine the merits of the dispute.
- e. The Board of Arbitration shall have the authority only 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. The Board of Arbitration shall consider and make a decision only with respect to the specific issue submitted, and have no authority to make a decision on any other issue not so submitted. In the event the Board of Arbitration finds a violation of the terms of this Agreement, it shall fashion an appropriate remedy. The Board of Arbitration shall be without power to make a

decision contrary to or inconsistent with or modifying or varying, in any way, the application of laws and rules and regulations having the force and effect of the law. A decision rendered consistent with the terms of this Agreement shall be final and binding.

- f. The expenses and fees of the Impartial Chairman, the costs of the hearing room, and all other general costs of arbitration, shall be shared equally by the parties.

Section 18.3 Right to Union Representation.

Employees shall have the right, if they so choose, to Union representation throughout the entire grievance process. Participation in, and concurrence with the resolution of a grievance by both Teamsters Local 916 and the American Federation of Teachers Local 4408 shall not be required. Where the giving of notice to the Union is required under the terms of this Agreement, such notice will be given only to the labor organization with geographical jurisdiction over the matter.

Section 18.4 Time Limits.

Failure of the grievant to adhere to the grievance procedure, including time limits, resolves the matter in favor of the other party. Failure of the Employer to adhere to the grievance procedure time limits, shall be cause for the grievance to move to the next step automatically. To facilitate this provision, the Employer shall inform the Union of the identity of persons to whom grievances are to be presented under the grievance procedure.

Section 18.5 Where Written Responses Required.

All grievances submitted in writing shall be answered in writing.

Section 18.6 Suspensions, Discharge, Reduction in Force.

Grievances concerning a suspension, discharge, and reduction in force under Article 32 of this Agreement, shall be initiated at Step 3 of the grievance procedure.

Section 18.7 Union Access to Records.

Authorized Union officials shall have reasonable access to personnel records of the Employer in accordance with the Personnel Record Review Act, 820 ILCS 40/0.01 et seq., and the Uniform Arbitration Act, 710 ILCS 5/1, and as hereinafter amended.

ARTICLE 19

VACATION

Section 19.1 Schedule.

Vacation time shall accumulate at the following annual rates and will accrue at the end of the month:

From the date of hire to the completion
of four (4) full years of service

ten (10) working days

From the beginning of the fifth (5) year of service to the completion of the eight (8) full years of service	fifteen (15) working days
From the beginning of the ninth (9 th) year of service to the completion of thirteen (13) full years of service	seventeen (17) working days
From the beginning of the fourteenth (14 th) year of service to the completion of eighteen (18) full years of service	twenty (20) working days
From the beginning of the nineteenth (19 th) year of service to the completion of twenty four (24) full years of service	twenty two (22) working days
From the beginning of the twenty fifth (25 th) year of service	twenty five (25) working days

Section 19.2 Utilization.

Each employee shall accrue vacation days based upon his years of service as a State of Illinois Employee.

- a. Employees may use vacation days upon approval of the appropriate Support Staff Coordinator or other designated supervisor at any time during a two (2) year period.
- b. Up to two (2) years of accumulated vacation may be carried over from one calendar year to the next (i.e., up to 50 vacation days for an employee who has completed 24 years of service).
- c. Employees shall be allowed to carryover any unused vacation that was requested off in writing, but was denied and otherwise would have been lost. The carryover of vacation time must be requested and approved in accordance with the Employer's Policy and Procedure Manual.

Section 19.3 Record and Reporting of Vacation Benefits.

Human Resources will maintain a vacation account for each employee showing time earned, time taken, time forfeited and the available balance. Vacation time may be taken in increments of not less than one (1) hour. Vacation accounts will be audited on a quarterly basis and employee(s) shall receive a written notification of activity within that quarter.

Section 19.4 Scheduling.

Non-probationary employees may schedule vacation time when they have accrued vacation. Vacation time must be requested by completing a vacation request form. Employee preference and Bureau operations will be considered jointly in determining vacation schedules with special consideration given to seniority as well as an employee's need to schedule

vacation to avoid forfeiture of vacation time.

Section 19.5 Cancellation.

Any employee having an approved vacation request who must cancel that vacation due to any work schedule change shall be reimbursed for any expenses incurred. (i.e., air fare penalties, hotel room deposits, etc.) The Employer shall not require an employee to cancel an approved vacation, except due to legitimate operational needs.

ARTICLE 20

SICK LEAVE

Section 20.1 Rate of Accrual.

Sick leave shall accumulate at the rate of one (1) day per each month of employment with the Employer. Accumulation of sick days shall begin upon the initial hire date of an employee. Probationary employees hired before the sixteenth (16th) day of the month shall be entitled to one (1) day of sick leave for the same month. If an employee is hired in the first twelve (12) days of the month, for the purposes of this Section, the hire date shall be deemed the first (1st) day of the month. Sick leave does not accumulate until the last day of the month.

Section 20.2 Carry-Over.

Sick leave shall be allowed to be carried forward from year to year without penalty of any kind.

Section 20.3 Pay-Out Termination.

At time of termination, sick leave accrued after January 1984 and prior to January 1998 shall be payable at one half (½) the employee's regular rate of pay.

Section 20.4 Utilization of Sick Time.

An Employee may use sick days for the purpose of bereavement, illness, disability, injury, appointments with a doctor, dentist, or other professional medical practitioner. This shall include, but not limit the use of earned sick days for the purpose of maternity leave as described in this Agreement.

Section 20.5 Incremental Use.

Sick days shall be taken in not less than one-half (½) day increments, except for medical and dental visits. Sick leave may be used in hourly increments for the purpose of medical and dental visits with advance approval.

Section 20.6 Recognition for Unused Sick Time.

Employees not using any sick leave and who worked the entire previous calendar year shall be given an additional two (2) days of paid personal days to be used in the current calendar year.

ARTICLE 21

PAID PERSONAL DAYS

Section 21.1 Award of Paid Personal Days.

Every January 1st for the duration of the Agreement, every employee of the bargaining unit shall be credited with three (3) paid personal days for use during the year. Persons who begin employment or return from a leave of absence after January 1, shall earn paid personal days as follows:

Date of Employment or Date of Return from Leave of Absence	Number of Paid Personal Days Credited for Remainder of Calendar
January 1 through February 15	3
February 16 through April 15	2 ½
April 16 through June 15	2
June 16 through August 15	1 ½
August 16 through October 15	1
October 16 through December 15	½
After December 16	0

Section 21.2 Utilization of Paid Personal Days.

Paid personal days may be used for any observance of religious holidays, inclement weather or any other personal reason. Such paid days may not be carried beyond the last day of December in the year in which it was earned and must be taken in at least one hour increments.

Section 21.3 Scheduling.

Where leave for paid personal days is scheduled in advance, no explanation of the need for such time will be required. Where circumstances prevent advance notice of scheduling of paid personal days, the employee shall provide a general explanation of the need for such time off.

ARTICLE 22

FAMILY LEAVE

Section 22.1 Duration.

All employees for the purpose of having or caring for a new born child or the adoption of a child into the employee's immediate family shall be entitled to an unpaid leave of absence not to exceed six (6) months.

Section 22.2 Qualification and Procedure.

Acceptable reasons for family leave shall include the care for elderly parents of the employee or spouse, care of employee's spouse or children, or where an employee is named guardian of a relative under a court order. Family leave shall be applied for in accordance with the procedures under 80 Illinois Administrative Code Section 303.148.

Section 22.3 Seniority on Leave.

The employee shall not continue to accumulate seniority during such leaves of absence.

Section 22.4 Request for Leave.

As required under Section 22.2 of this Article, any request for family leave shall be in writing reasonably in advance to the taking of such leave, unless emergency circumstances preclude such advance notice.

Section 22.5 Use of Sick or Vacation Time.

The employee shall retain the right to use any or all accumulated sick or vacation days prior to exercising the privileges of this Section. The Employer however, agrees not to force any employee to use such days, if an employee chooses to retain those days for later use.

Section 22.6 Notice of Intent to Return to Work.

Notification of intent to return to work shall be at least fifteen (15) calendar days before the employee intends to return to work.

Section 22.7 Return to Work.

The employee shall be returned to the same or similar job classification, subject to the reduction in force provisions of Article 32 of this Agreement, in the same Bureau to which he/she was assigned prior to the leave, at the same salary plus any salary increases the bargaining unit has received.

Section 22.8 Intermittent Leave.

An employee may elect, subject to prior approval, to take a family responsibility leave in an intermittent or reduced leave schedule.

Section 22.9 Health Benefits While on Leave.

Employees on family responsibility leave shall receive health benefits and shall be responsible for premium payments as specified in the State Employees Group Insurance Act, 5 ILCS 375/1 et seq., as hereinafter amended.

ARTICLE 23

BEREAVEMENT LEAVE

Section 23.1 Qualification.

Employees shall be allowed up to three (3) days leave with pay for the arrangement and attendance of funeral services of a deceased immediate family member. Such leave shall be granted upon notification of a family member's death by the employee to the appropriate Support Staff Coordinator or other assigned supervisor and shall begin at such a time as to allow the employee to attend funeral services for the deceased family member. Such paid leave shall not interrupt service or seniority.

Section 23.2 Immediate Family Defined.

Immediate family shall be defined for the purposes of this Article only as spouse, parents,

grandparents, children, adopted children, step children, nieces, nephews, grandchildren, parent-in-law, brother, sister, brother-in-law, sister-in-law, aunts, uncles and step-siblings, foster child, foster parent, child-in-law, and domestic partner (provided a completed affidavit is on file (CMS-510)).

ARTICLE 24

EDUCATIONAL LEAVE

Section 24.1 Qualification.

A leave of absence for a period not to exceed one (1) year may be granted in order that the employee may attend a recognized college, university, trade or technical school, or high or primary school provided that the course of instruction is related to his employment opportunities with the Employer. Before receiving approval for such leave or an extension thereof, the employee shall submit to the Employer, satisfactory evidence that the college, university, or other school has accepted him/her as a student and, on the expiration of each semester or other school term, shall submit proof of attendance during such term. Such leaves may be extended for good cause for additional periods not to exceed one (1) year each. Such leaves shall not be unreasonably be denied.

Section 24.2 Seniority While on Leave.

Seniority shall not accrue during educational leave without pay.

ARTICLE 25

PEACE CORPS LEAVE

Section 25.1 Qualification.

Any employee who volunteers and is accepted for service in the overseas or domestic Peace or Job Corps shall be given a leave of absence, without pay, for the duration of the initial period of service and restored to the same or similar position, provided that the employee returns from leave to the Attorney General's Office within ninety (90) days of the termination of the employee's service or release from hospitalization from a service-connected disability.

Section 25.2 Seniority While on Leave.

Seniority shall not accrue during Peace Corps leave without pay.

ARTICLE 26

MILITARY LEAVE

Section 26.1 Qualification.

Any full time employee who is a member of a reserve component of the Armed Services or a member of the National Guard of any State shall be granted leave from State employment, with pay, for any period spent in such military service, including basic training and special or advanced training, whether or not within the State, and whether or not voluntary, in

accordance with the provisions of the Military Leave of Absence Act, 5 ILCS 325/0.01 et seq., to fulfill a military reserve obligation.

Section 26.2 Seniority While on Leave.

Such leave will be granted without loss of seniority or other accrued benefits.

Section 26.3 Emergency Call-Up.

In the case of an emergency call up to State active duty by any Governor, military leave shall be granted for the duration of said emergency, with pay, and without loss of seniority or accrued benefits. Military earnings for the emergency call up must be submitted and assigned to the Employer and the Employer shall return it to the payroll fund from which the employee's payroll check was drawn. If the military pay exceeds the employee's earnings for the period, the Employer shall return the difference to the employee.

Section 26.4 Certification of Leave.

To be eligible for military leave or emergency call up pay, the employee must provide the Employer with a certificate from the commanding officer of the employee's unit that the leave taken was for either such purpose.

Section 26.5 Compensation While on Leave.

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

Section 26.6 Provision of Benefits.

The provision of benefits under this Article shall also be consistent with the Public Employee Armed Services Rights Act, 5 ILCS 330/1 et seq., and the Veterans' Reemployment Rights Law, 38 U.S.C. Section 4301, as hereinafter amended.

ARTICLE 27

DISABILITY LEAVE

Section 27.1 Qualification and Duration.

An employee who is unable to perform his/her assigned duties due to temporary physical or mental disability shall, upon request, be granted a leave for a period of one (1) year based upon medical certification.

Section 27.2 Return from Leave.

An employee who returns from a disability leave shall be returned, subject to the reduction in force provisions of Article 32 of this Agreement, to a position of equal pay grade in which the employee was assigned at the time the leave commenced, without loss of seniority. Further, upon return, employees shall receive the same salary when the leave commenced, plus any salary increase received by the bargaining unit.

Section 27.3 Seniority While on Leave.
Seniority shall accrue during this type of leave.

Section 27.4 Americans With Disabilities Act.
The Employer and the Union shall be subject to the appropriate provisions of the Americans with Disabilities Act (ADA).

- a. The Employer may take whatever measures it deems advisable, consistent with the Policy and Procedure Manual, to comply with the ADA. The Union and Employer agree that actions taken for such purpose shall not be construed to be a violation of this Agreement or of the parties' statutory duty to bargain.
- b. Alleged violations of the provisions of the ADA shall be subject to the procedures established by the Employer in the Policy and Procedure Manual to comply with the provisions of the ADA.

ARTICLE 28

PERSONAL LEAVES OF ABSENCE WITHOUT PAY

Section 28.1 Qualification.
With the prior approval of the Deputy Chief of Staff/Administration, employees may be granted leaves of absence without pay not otherwise provided for in this Agreement.

Section 28.2 Duration.
Such leaves may be allowed for a period not to exceed six (6) months. The Employer may approve extensions beyond six (6) months on separate application.

Section 28.3 Benefits While on Leave.
No employee benefits may be earned or accrued during such leave.

Section 28.4 Election or Appointment to Office.
Any bargaining unit employee who is appointed to fill the remaining term of an elective position or who is elected to an elective position of a local, state or national office, may request a leave of absence without pay for the duration of the term for which appointed or the first full term of office, whichever comes first.

Section 28.5 Seniority While on Leave.
Seniority shall not accrue during such leaves of absence without pay or for such appointments under this Article.

ARTICLE 29

INSURANCE WHILE ON LEAVE

Section 29.1 Qualification and Duration.

Any employee on approved leave of absence as provided for in this Agreement shall be entitled to continue his enrollment and participation in the State group insurance program during a continuous leave period not to exceed twelve (12) months from the beginning of the leave, counting the month during which the leave begins as the first month in accordance with the following:

- a. The State will continue to pay the premiums for the employee's basic health, dental and life coverage while in the following leave categories only: illness or injury, or military, except that no health premiums will be paid for an employee on active military duty for a period of thirty (30) days or more, after the month during which his leave began, so long as such active duty continues. (NOTE: Employees' dependents' premiums are not included and are the responsibility of the employees.)
- b. For all categories of leave other than those discussed immediately above (for personal reasons, etc.) the employee shall be responsible for all premiums, both basic and optional, beyond the end of the month during which such leave began or begins. (Leave begins at the close of business on the last day in pay status). If the payroll deduction process is applicable or feasible for a portion of the leave, payment shall be made by deduction. The employee will be required to make direct payments for all other payments during such leave.
- c. The twelve (12) month limit may be extended in unusual but, justifiable situations, with a written explanation from the employee and the explicit approval of the Deputy Chief of Staff/Administration, for employees in the following leave categories only: injury, educational or military. In each case, a copy of the authorizing signed statement shall be filed in the employee's Official Personnel File. Any such extension for more than six (6) months must also have the prior written approval of the Director of Human Resources.

Section 29.2 Application of State Law.

This Article shall be administered in a manner consistent with the provisions of the State Employees Group Insurance Act, 5 ILCS 375/1 and as hereinafter amended.

ARTICLE 30

TUITION REIMBURSEMENT

Section 30.1 Qualification.

The Employer promotes and encourages the educational development of its employees. Tuition reimbursement for undergraduate and graduate level courses offered by an accredited institution which are job related and directly related to the activities of the Employer may be available to employees as budgetary conditions permit. A cap of \$2000.00 per employee per year will be allowed.

Section 30.2 Rate of Reimbursement

Reimbursement of tuition shall be made according to the following schedule:

Course Grade	Percent of Reimbursement
A or B	100%
C	50%
D or Lower	0%
PASS	100%

Section 30.3 Service Requirement.

Employees must agree to serve as an employee of the Attorney General's Office for at least six (6) months following completion of a degree program. If an employee leaves the office within six months of receiving reimbursement for a course, he/she shall reimburse the State for the tuition received.

Section 30.4 Request for Reimbursement.

Eligible employees must complete and submit a tuition reimbursement request form to their immediate supervisor for approval at least one (1) month prior to the start of the class. All forms must then be forwarded to the Division Chief, or equal, the Human Resources Director, the Chief Fiscal Officer, and the Deputy Chief of Staff/Administration for approval. Reimbursement is made after receipt of grades. Where the Employer requests completion of certain course work by an employee, the entire cost of tuition and materials shall be assumed by the office. Graduate level courses require the approval of the Chief of Staff or designee prior to enrollment or the start of class.

ARTICLE 31

ATTENDANCE IN COURT

Section 31.1 Qualification.

Any employee who is called for jury duty or is subpoenaed by legislative, judicial or administrative tribunal shall be allowed a leave with pay, except in matters of non-work related personal litigation, for such purposes.

Section 31.2 Fee Received.

Upon receiving the sum paid for jury service or witness fee, the employee shall submit the warrant, or its equivalent, to the Chief Fiscal Officer to be returned to the fund in the State Treasury from which the original payroll warrant was drawn.

Section 31.3 Optional Use of Time.

An employee may elect to comply with such call or subpoena by use of accrued time off with pay or may elect to use a paid personal leave day and retain the full amount received for such service.

ARTICLE 32

REDUCTION IN FORCE

Section 32.1 Seniority.

In the event of a reduction in force, the Employer will determine staffing levels for each organizational unit. Any employee faced with layoff may assume the position of the least senior member of his job classification within his facility, regardless of Bureau, provided that he/she has more seniority as defined in Section 4.2 of this Agreement.

Section 32.2 Regional Offices.

Regional employees faced with layoff may transfer to either the Chicago or Springfield Office and assume the position of the least senior member of his job classification or the position of the least senior member of a lower-rated job classification the employee previously performed in a satisfactory manner, provided that the employee has more seniority as defined in Section 4.2 of this Agreement. If the Regional Office of the laid-off employee is located more than 100 miles from the Chicago or Springfield Office, the employee may assume the position of the least senior member of his/her job classification or the position of the least senior member of a lower-rated job classification the employee previously performed in a satisfactory manner, in the nearest Regional Office located within one hundred (100) miles of the laid-off employee's Regional Office, provided that he/she has more seniority as defined in Section 4.2 of this Agreement.

Section 32.3 Subsequent Bumping Rights.

An employee who has been displaced from his/her job classification by the exercise of the rights of other employees under Sections 32.1 and 32.2 above, may assume the position of the least senior member of a lower-rated job classification the employee previously performed in a satisfactory manner, provided that the employee has more seniority as defined in Section 4.2 of this Agreement.

Section 32.4 Preservation of Rights.

An employee's choice not to exercise his/her rights under Sections 32.1, 32.2 and 32.3 above shall not affect his/her right to recall.

Section 32.5 Notice Required.

The Employer agrees to provide the Union with written notice of a proposed layoff at least ten (10) days prior to the effective date of such layoff, unless a bona fide emergency precludes such notice. In such cases of emergency, the Employer shall notify the affected employee(s) and Union as soon as possible.

Section 32.6 Reason for Layoff.

Layoff or a reduction in work force shall be made for legitimate, non-discriminatory reasons.

Section 32.7 Content of Notice.

The written Notice in Section 32.4 above shall include the following information regarding the scheduled layoff:

- a. A list of all directly affected bargaining unit employees showing job classification and seniority;

- b. An explanation of the planned reduction in force, including the date(s) by which employees shall be required to inform the Employer of their exercise of their bumping or bidding rights, which date(s) shall take into account the circumstances of the reduction in force.

Section 32.8 Recall Rights.

Employees who have been laid off shall have recall rights to any available vacancy in his/her job classification or a lower-rated job classification that the employee previously performed in a satisfactory manner in any facility, including any new facility created by the Employer, for a period of twenty four (24) months after the date of layoff. Recall will be based on seniority as defined in this Agreement. An Employee who is recalled and accepts a lower-rated job classification shall be paid at the rate of that job classification. The Director of Human Resources shall maintain a list for the purpose of recall by job title and seniority.

Section 32.9 Notice of Recall.

The notice of recall shall be in writing and sent to the employee's last known address by certified mail with a copy to the Union. The employee shall respond within seven (7) calendar days of receipt of the recall notice. If the employee fails to respond or fails to report for recall on the date determined by the Director of Human Resources, the employee shall forfeit any and all recall rights. It shall be the duty of the employee to inform the Director of Human Resources of his/her current address and telephone number.

Section 32.10 In Lieu of Layoff.

In lieu of layoff, an affected employee may bid for a permanent vacancy in accordance with the procedures of Article 6 of this Agreement.

Section 32.11 Temporary and Part-Time Employees.

No bargaining unit employee shall be laid off until all temporary, hourly, and part-time employees performing bargaining unit work in the employee's job classification at the employee's work location are terminated.

ARTICLE 33

TRAVEL

Section 33.1 Use of Personal Vehicles.

Employees shall not be required to use privately owned vehicles where office-owned or motor pool vehicles are available.

Section 33.2 Compensation.

Any employee who, by reason of their employment or the unavailability of a State-owned vehicle, is compelled to use their personal vehicle for Employer business shall be compensated for such use at the rate currently prescribed by Central Management Services.

Section 33.3 Computation of Mileage.

Mileage shall be determined by distances between points traveled as shown on the Illinois highway map as published by the Secretary of State or in the case of intra-city travel, by

actual miles traveled according to odometer readings.

Section 33.4 Travel Vouchers.

Employees who must routinely travel for the purpose of executing their assigned duties or to staff satellite offices as established by the Employer may, for reasons of accounting and reduction of paperwork, submit travel vouchers for payment of personal vehicle use and travel expenses monthly.

Section 33.5 Travel Time.

All travel time for field assignments, seminars and other official business designated by the Employer shall be requested in writing by the employee and shall be considered as time worked and compensated at the appropriate rate of pay.

Section 33.6 Policy and Procedure Manual.

All other travel policies shall be determined in accordance with the Employer's Policy and Procedure Manual.

ARTICLE 34

HEALTH AND SAFETY

Section 34.1 Health and Safety Committee.

The Employer shall provide a safe and healthful workplace consistent with the standards set by the Illinois Department of Labor. The parties agree to establish a joint Safety and Health Committee which shall meet upon fifteen (15) days written notice from one party to the other, or at a mutually agreed upon time for the purpose of identifying and correcting unsafe or unhealthy working conditions.

Section 34.2 Correction of Conditions.

Where agreement is reached as to the existence of an unsafe or unhealthy condition, the Employer shall attempt to correct it within a reasonable time utilizing existing budget funds. If no budget funds are available, the Employer shall request sufficient funds in its next budget.

Section 34.3 Tools, Vehicles and Equipment.

The Employer agrees to furnish and maintain in a safe manner all tools, vehicles and equipment required to carry out the duties of each position. Employees shall not be reprimanded for reasonably refusing to operate defective tools, vehicles or equipment.

Section 34.4 Notice of Hazards.

The Employer agrees to notify, in accordance with law, each affected employee of the hazards of any toxic or otherwise hazardous materials used by the Employer's personnel, or used in such a way that Employer's personnel may come in contact with same.

Section 34.5 Training.

The Employer agrees to provide, in accordance with law, adequate training for personnel who will be engaged in operation of equipment which could be hazardous, for personnel whose duties include handling or application of toxic materials, or for personnel whose duties include

the disposal of toxic materials.

Section 34.6 Transfer During Pregnancy.

At any time during pregnancy, employees, whose duties include operation of Video Display Terminals (VDT's), may request for medical reasons that are certified by a physician, a lateral transfer to duties not involving the operation of a VDT.

Section 34.7 First Aid and CPR.

First aid material and equipment shall be provided by the Employer at appropriate locations. The Employer shall provide training in the techniques of first aid and CPR. Such training shall be made available to at least one (1) employee per Bureau or other organizational unit during working hours and without loss of pay. Employees so trained shall also be offered refresher classes on a regular basis at no loss of time to that employee.

ARTICLE 35

WAGES

Section 35.1 Above Entry-Level Salary.

The Employer for reasons of promoting harmony in the bargaining unit will compensate any newly hired employee at the entry level within the subject job classification, with the exception of those individuals who by virtue of their prior experience and education warrant above the entry-level salary for a particular classification. Their education and experience will be so documented and will become part of their personnel file. A grievance challenging the decision to compensate a new hire into the bargaining unit at above the entry-level salary may be filed at Step 3 of the grievance procedure within thirty (30) days of the date of hire of the new employee. The thirty (30) day time limit of this Section may be extended upon the mutual agreement of the parties.

Section 35.2 Reduction of Minimum Step Salary.

It is agreed that the Employer may increase the minimum amount paid a classification, but will re-open this Agreement for bargaining on that issue if the minimum is to be reduced.

Section 35.3 Request for Appropriation of Funds.

The Employer shall request from the Illinois General Assembly all of the monies necessary to fund all of the needs of the appropriate line accounts within the annual budget that are affected by this Agreement.

Section 35.4 Reduction of Appropriation.

In the event that the Illinois General Assembly fails to appropriate to the Employer those funds necessary to fulfill the economic terms of this Agreement, the parties agree to reopen negotiations for the purpose of renegotiating the Article or Articles affected by the insufficient appropriation. If such negotiations result in a reduction in the economic terms of this Agreement, and appropriations are subsequently supplemented to a sufficient amount to restore such economics terms, the parties agree to reopen negotiations for the purpose of determining the best method to distribute such funds. This provision shall apply only in the event of reductions in previously agreed economic terms caused by insufficient

appropriations.

Section 35.5 Wage Schedule.

The rate of pay for each actively employed employee shall be adjusted in accordance with the following wage schedule:

Effective July 1, 2013, increased by 2%;

Effective July 1, 2014, increased by 2%.

Section 35.6 Bilingual Pay.

Bilingual bargaining unit employees who are required by the Employer to utilize their foreign language and/or sign language skills in their capacity as employees and are assigned to Charitable Trust, Crime Victims, Consumer Fraud, CIRC and any other departments designated by the Attorney General, will receive a stipend of one hundred eight dollars (\$108) per month upon providing evidence (Test/Certification) of competency satisfactory to the Employer.

The Employer reserves the right to establish eligible foreign languages, to determine the testing instrument used to demonstrate competency, and to designate the employees to which this provision shall apply.

Section 35.7 Longevity Pay.

Effective July 1, 2000, employees whose salaries exceed the Step 8 rate for their pay grade, and who have completed ten (10) years of service, shall receive supplemental longevity pay of \$75.00 per month in addition to their normal salary.

Section 35.8 Additional Commitment of Employer:

The Employer will meet with the Union(s) upon request with reasonable advance notice, to discuss changes in the pension laws that become effective during the term of this Agreement.

ARTICLE 36

NO STRIKE - NO LOCKOUT

Section 36.1 Union Assurance.

Neither the Union nor any bargaining unit member will call, initiate, authorize, participate in, sanction, encourage, or ratify any strike, work stoppage or other concerted refusal to perform duties by any bargaining unit members or the concerted interference with, in whole or in part, the full faithful and proper performance of duties of employment with the Employer during the term of this Agreement or in violation of the Illinois Public Labor Relations Act, 5 ILCS 315/1 et seq. No employee shall be required by the Employer to cross a legal and valid picket line of another union.

Section 36.2 Employer Assurance.

The Employer agrees it will not lockout its employees during the term of this Agreement.

Section 36.3 Disciplinary Action.

Any employee who violates the provisions of this Article shall be subject to disciplinary action, up to and including discharge.

ARTICLE 37

WAIVER

Section 37.1 The parties acknowledge that during the negotiations of this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the area of collective bargaining as defined in the Illinois Public Labor Relations Act, 5 ILCS 315/1 et seq., and that 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 parties, for the life of this Agreement, 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 by this Agreement, or with respect to any subject or matter not specifically referred to or ordered 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 they negotiated or signed this Agreement.

ARTICLE 38

SAVINGS CLAUSE

Section 38.1 Conflict With Laws.

If any provisions of this Agreement or any application thereof are found by competent authority to conflict with any existing or subsequently enacted federal or state legislation or executive order or by virtue of any judicial action, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon request of either party, the parties shall meet promptly and attempt to renegotiate with respect to substitute provisions rendered or declared unlawful, invalid, or unenforceable. The parties recognize that the provisions of this Agreement cannot supersede law.

Section 38.2 Headings.

The headings, titles or designations of the various Articles, Sections and Paragraphs hereof are not a part of this Agreement, but are for convenience of reference only, and do not and shall not be used to define, limit or construe the contents of any Articles, Sections and Paragraphs.

ARTICLE 39

DURATION

Section 39.1 Effective Dates.

This Agreement and its provisions shall be effective on the first (1st) day of July, 2011 except as otherwise provided herein, and continued in full force and effect until 12:00 midnight on the thirtieth (30th) day of June, 2015. It shall continue in effect from year to year thereafter, unless Notice of Intent to Terminate or Modify is sent in accordance with this Article. The Notice referred to herein shall be considered to have been given as of the date of receipt of the other party. Notices shall be delivered either personally or by certified mail return receipt requested. Notwithstanding the foregoing, in the event Notice of Intent is given as provided herein and the parties are unable to effect a new agreement prior to 12:00 midnight on the thirtieth (30th) day of June, 2015, existing wages, hours and other conditions of employment under the terms of this Agreement shall not be changed by action of either party, except in accordance with applicable law.

Section 39.2 Notice.

Should either party desire to terminate this Agreement or to enter negotiations concerning modifications to the terms of this Agreement, either party must deliver to the other a Notice to that effect, not earlier than ninety (90) days and not later than sixty (60) days prior to June 30, 2015. In the event that such Notice is delivered, negotiations between the parties shall commence within fifteen (15) days of the receipt of Notice, unless otherwise mutually agreed.

SIGNATURES

Signed this _____ day of December, 2012

Illinois Attorney General

General Teamsters
Professional/Technical
Local 916

American Federation of Teachers
Local 4408

APPENDIX 'B'

ACCOUNT CLERK
ACCOUNT TECHNICIAN
ACCOUNT TECHNICIAN II
ACCOUNTANT
ADMINISTRATIVE CLERK
ADMINISTRATIVE SECRETARY
ARCHIVIST
CITIZENS ADVOCATE
CLAIMS ANALYST
CLERK
CLERK TYPIST
COMMUNICATION ATTENDANT
COMPUTER OPERATOR
COMPUTER PROGRAMMER
COMPUTER SYSTEMS SPECIALIST
CRISIS INTERVENTION AND INFORMATION COORDINATOR
DATA ENTRY OPERATOR
DISABILITY SPECIALIST
DOCKET CLERK
GRANT MONITOR
GRANT MONITOR II
JANITOR
LEAD PERSON I
LEAD PERSON II
LEAD WORKER I
LEAD WORKER II
LEGAL SECRETARY
LIBRARY ASSISTANT
MAINTENANCE WORKER
OFFICE ASSISTANT
OFFICE ASSOCIATE
OFFICE AUTOMATION COORDINATOR
PARALEGAL
PARALEGAL II
PC TECHNICIAN
PROGRAMMER ANALYST
SECRETARY
SENIOR ACCOUNT TECHNICIAN
VETERANS SPECIALIST
WEBMASTER

APPENDIX 'C'

Side Letter #1

The Employer will provide the Union a monthly Personnel Transaction Report that includes the following information for covered "personnel transactions": (a) name of employee, (b) title of employee, (c) effective date of transaction, (d) work site/location of employee, (e) salary adjustment (if any), (f) applicable step at hire (if hired above step one), (g) bureau/division/department, and (h) date of start or end of temporary assignment (if applicable).

For purposes of this Report only, the phrase "personnel transactions" means: (a) new hires, (b) termination, (c) promotions, (d) resignations, (e) retirements, (f) salary adjustments, and (g) temporary assignments.

Side Letter #2

The Employer will continue its past practice of providing reasonable access to resources for employees to practice skills necessary for required testing, subject to prior approval of the immediate supervisor.