

***SUPPLEMENTAL AGREEMENT***

***BETWEEN***

***THE AMERICAN FEDERATION OF STATE,***

***COUNTY AND MUNICIPAL EMPLOYEES***

***(AFSCME COUNCIL 31)***

***AND***

***THE DEPARTMENT OF HUMAN SERVICES***

***(DHS)***

***WITH REGARD TO THE COLLECTIVE BARGAINING UNITS***

***RC-9, RC-14, RC-28, RC- 42, RC-62, RC-63, RC-69***

***JULY 1, 2000 TO JUNE 30, 2004***

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## **AGREEMENT**

This Agreement between the Department of Human Services and AFSCME Council 31 is entered into in accord with the Memorandum of Understanding in the Master Contract with respect to Supplementary Agreements.

## ARTICLE I

### **TERMS OF AGREEMENT**

This Supplemental Agreement shall become effective on the date of its approval by AFSCME and CMS and shall remain in effect throughout the duration of the Master Contract and any negotiated extensions of the Master Contract.

## ARTICLE II

### **FACILITY SUPPLEMENTAL AGREEMENTS**

Local Supplemental Agreements currently in effect at DHS operated Mental Health Centers, Developmental Centers and Residential Services Facilities, shall remain in effect until renegotiated in accordance with the Master Agreement.

## ARTICLE III

### **EFFECT OF CURRENT PRACTICES**

Except as otherwise agreed to, the establishment of DHS does not nullify existing memoranda of understanding, procedural work rules, or grievance resolutions, with respect to employees and positions formerly in DMHDD, DPA, DORS, DPH, DASA and DCFS, as applicable.

Any changes to the above shall be made pursuant to Article XXXIV, Section 4.

## ARTICLE IV

### **AGENCY LEVEL GRIEVANCE PROCEDURES**

Unless mutually agreed otherwise, Step 3 grievance meetings will be conducted during the 2<sup>nd</sup> week of each month beginning in October, 1997. The duration of Step 3 meetings shall be no more than five (5) days each month. Meetings sites will be rotated on a monthly basis between the Springfield Union Office and the Springfield DHS Office. Dates and locations of such meetings may be modified by mutual agreement.

The definition of "intermediate administrator" shall be as follows:

Administrative/Support Bureaus - Bureau Chief

Division of Community Health and Prevention - Division Director or Designee

Division of Transitional Services - Division Director or Designee

Mental Health and Developmental Disabilities Services:

Central Office Work Sites - Division Director or Designee

Mental Health Centers - Hospital Administrators

Developmental Centers - Facility Director

Residential Services Centers (Schools) - Superintendent

Division of Community Operations:

Central Office Work Sites - Division Director or Designee

Field Offices - Local Office Administrator

## ARTICLE V

### **WORK SCHEDULES**

#### SECTION 1

Excluding Residential Facilities where work schedules shall be negotiated locally, work schedules shall be as follows:

The standard work hours for all Department of Human Services' employees will be 8:30 a.m. to 5:00 p.m. Monday - Friday with a one (1) hour unpaid lunch period, except as noted below.

***MIS***

12:00 am - 8:00 am	Monday - Friday - ½ hour lunch
12:00 am - 8:00 am	Rotating Days Off
1:00 am - 8:30 am	Tuesday - Saturday
8:00 am - 4:00 pm	Rotating Days Off
8:00 am - 4:00 pm	Monday - Friday - ½ hour lunch
8:00 am - 4:30 pm	Monday - Friday
8:30 am - 5:00 pm	Sunday - Thursday
8:30 am - 5:00 pm	Monday - Friday
3:00 pm - 11:00 pm	Monday - Friday - ½ hour lunch
4:00 pm - 12:00 am	Rotating Days Off
5:00 pm - 1:00 am	Sunday - Thursday - ½ hour lunch
6:00 pm - 1:30 am	Monday - Friday
11:00 pm - 7:30 am	Monday - Friday

***Northern Illinois Regional Laboratory***

7:45 am - 3:45 pm  
8:30 am - 4:30 pm  
9:00 am - 5:00 pm  
9:30 am - 5:30 pm

***RC-9***

5:30 am - 1:30 pm	½ hour lunch
7:00 am - 3:00 pm	½ hour lunch
7:30 am - 3:30 pm	½ hour lunch
8:00 am - 4:30 pm	1 hour lunch
8:30 am - 4:30 pm	½ hour lunch
9:00 am - 5:00 pm	½ hour lunch
9:30 am - 5:30 pm	½ hour lunch
10:00 am - 6:00 pm	½ hour lunch
11:00 am - 7:00 pm	½ hour lunch

**SECTION 2**

Any work schedule established pursuant to Article XII, Section 19 and the Memorandum of Understanding entitled "Supplementary Agreements" shall remain in effect. Any changes to such schedules will be made pursuant to the above referenced article and memorandum.

Any changes to flextime schedules shall be made pursuant to the Side Letter entitled "Flexible Hours".

Should the Employer determine that its operations warrant the expansion of any alternative work schedules, it shall be done pursuant to paragraph 1 of this section.

## ARTICLE VI

### **LABOR/MANAGEMENT MEETINGS**

Statewide Labor/Management Meetings between the Department of Human Services and AFSCME shall take place once each year and Divisional Labor/Management Meetings twice per year. Work location Labor/Management Meetings shall take place monthly unless the parties mutually agree otherwise. More frequent meetings shall be held subject to mutual agreement of parties. A reasonable number of bargaining unit employees will be allowed to attend the statewide meeting.

Agendas shall be exchanged by the parties a minimum of two (2) weeks in advance of the scheduled meeting for Statewide and Divisional meetings and one (1) week for work location meetings.

## ARTICLE VII

### **STEWARDS**

By November 1 of each year, the Union will furnish the Department of Human Services with a listing of its Stewards and Representatives by their work location and jurisdiction. The number of Stewards and Representatives shall be consistent with the number from the legacy agencies prior to the merger of DHS, and the Union will update this list as necessary and furnish same to the Department of Human Services and the local work site. Management in the Department of Human Services will only recognize employees identified in writing by the Union as Stewards or Representatives.

## ARTICLE VIII

### **UNION BULLETIN BOARDS**

All work sites where bargaining unit employees are assigned shall have one (1) Union bulletin board or space set aside for the sole use of the Union. If a work site has more than one (1) floor of bargaining unit employees, there shall be one (1) bulletin board or space set aside for the Union on each floor.

Bulletin boards or space set aside for the Union shall be physically located within the work site by mutual agreement and must be in an area of that work site that is well frequented by bargaining unit employee traffic while on the job.

The Union bulletin boards or space set aside shall be adequate in size so that the Union's literature and materials can be displayed, read and easily accessed.

All information placed on bulletin boards shall be in compliance with the master agreement.

All current Union bulletin boards or space shall continue to be reserved for the Union's exclusive use.

## ARTICLE IX

### **REST AREAS**

Where possible at each work location (other than DHS operated Mental Health Centers, Developmental Centers and Residential Services Centers/Schools, which are negotiated locally) there shall be an assigned area to be used for employees' break and lunch time.



## ARTICLE X

### ***JOB ASSIGNMENT RIGHTS AFTER LEAVE***

Unless mutually agreed otherwise by the Agency and the employee, for employees who are assigned to either the Division of Transitional Services or the Division of Community Operations in Cook County, the Agency will assign an employee who returns from any leave of absence of 30 calendar days or less permitted by the Master Contract to the same office as departed. From a leave of absence of more than 30 calendar days permitted by the Master Contract, the Agency will endeavor to assign the employee to an office which best accommodates the request of the employee and the needs of the Agency.

Downstate, upon return from any leave of absence permitted by the Master Contract, the employee in either the Division of Transitional Services or the Division of Community Operations will be returned to the same office as departed, seniority permitting.

For all other Division and Administrative Units, when an employee returns from a leave of 120 continuous days or less, he/she shall be given the same permanent assignment as the employee filled just prior to the start of such leave, provided however the returning employee does not displace an employee from that job assignment with more seniority and such job assignment is still in existence.

When an employee returns from a leave of absence of more than 120 continuous days, he/she shall not be allowed to displace an employee in order to be placed in his/her previous job assignment.

## ARTICLE XI

### ***FILLING OF VACANCIES***

Filling of vacancies shall follow Article XIX, of the Master Collective Bargaining Agreement, except as defined below:

1. Job Assignment/Shift Preference by work location as defined in III.
2. Recall or Transfer on Layoff.
3. Promotion/Voluntary Reduction as defined in II., A, B and C.
4. Transfer.

**I. Residential Facilities**

For all purposes of filling of vacancies, the work location shall be defined as the residential facility.

**II. Non-Residential Facilities**

A. Filling of vacancies preferences for promotion/voluntary reduction for the Divisions of Community Health & Prevention, Disability and Behavioral Health Services and the two (2) locations of Disability Determination Services (DDS) shall be:

1. The first preference shall be by Division in the county where the vacancy is geographically located.
2. The second preference shall be by DHS in the county where the vacancy is geographically located.
3. The third preference shall be by DHS in the region where the vacancy is geographically located (not applicable to Cook County).

B. Filling of vacancies preferences for promotion/voluntary reduction for the Divisions of Community Operations and Transitional Services will be combined and the preferences shall be:

1. The first preference shall be by these Divisions in the county where the vacancy is geographically located.
2. The second preference shall be by DHS in the county where the vacancy is geographically located.
3. The third preference shall be by DHS in the region where the vacancy is geographically located (not applicable to Cook County).

C. Administrative Units

Filling of vacancies preferences for promotion/voluntary reduction for those positions not covered by A. and B. above shall be:

1. The first preference shall be all positions in the county where the position is geographically located not otherwise included in a division.

2. The second preference shall be by DHS in the county where the vacancy is geographically located.

**D. Posting**

Posting shall be on a Regional basis, except in Cook County and Administrative Units where it shall be county-wide.

**III. Work Location**

Work location for the purposes of job assignment, shift preference, shift preference bumping, temporary assignment, detailing and overtime distribution shall be by local office, or non-local office unit, section, bureau or division where appropriate within the physical work site.

The exception to the above is Disability Determination Services (DDS) where work location for temporary assignment, detailing and overtime distribution shall be the employee's work floor location. In addition, when a Disability Claims Adjudicator I vacancy occurs, a Disability Claims Adjudicator I may be assigned to that vacancy from another section for a period not to exceed thirty (30) days while the vacancy is being filled.

**IV. Hardship Transfers**

The parties agree that in the filling of vacancies and assignments in mutually agreed situations, Article XIX of the Master Collective Bargaining Agreement shall not apply. The provisions of Article XIX of the Master Agreement may be waived by mutual agreement for the purpose of accommodating hardship transfers (including swaps) on a case by case basis. Nothing herein shall prohibit hardship transfers across divisions.

**V. Shift Preference Bumping**

- A. For those areas with two (2) or more full-time shifts in a twenty-four (24) hour period, except for residential facilities, shift preference bumping shall be handled in the following manner:
  1. Shift Preference Bumping shall be effective February 1<sup>st</sup> of each year.
  2. Employees shall be given notice by November 1<sup>st</sup> of each year that they must submit their shift preference by November 30<sup>th</sup> of each year.

3. At least thirty (30) days prior to the shift bump, employees shall be notified of the shift they will be working.

Shift preference bumping for residential facilities shall be in accordance with the Master Collective Bargaining Agreement and Facility Supplemental Agreement.

## ARTICLE XII

### **DEFINITION OF AGENCY SENIORITY RC-9**

Seniority for RC-9 employees shall consist of their combined length of service with the Department of Mental Health/Developmental Disabilities, Rehabilitation Services and Human Services.

## ARTICLE XIII

### **BREAKING OF SENIORITY TIES**

#### **I. Residential Facilities**

For employees in Residential Facilities in the Division of Disabilities and Behavioral Health Services, the parties shall conduct a seniority tie-breaker within thirty (30) days of the hiring of new employees. The results of such tie-breakers shall be binding in all applications for seniority under the Master and related agreements.

#### **II. Non-Residential Facilities**

For the purpose of layoff, when two (2) or more employees in the same position classification within the group being subjected to layoff have the same seniority date, those employees will be subject to a tie-breaking lottery. Once those employees with the same seniority date have been identified, numbers of an equal amount (beginning with the number 1) will be placed in a box and a representative from the Union and Management will take turns pulling out the numbers. The numbers will be assigned alphabetically to those employees subject to the lottery in the random order the numbers are selected. The number assigned to each employee will determine the most senior (# 1) to the least senior employee and will be used for the order of layoff and recall.

## ARTICLE XIV

### ***SENIORITY ROSTERS AND PERSONNEL TRANSACTIONS***

- A. Seniority rosters shall be listed by classification and seniority. Such rosters shall include the name, seniority date, work location and the home address of the affected employees where presently provided. Such seniority rosters shall be given to the Union quarterly and shall be submitted to the Union person designated by AFSCME Council 31.
- B. Transaction reports for all bargaining unit employees shall be submitted to the Union person designated by AFSCME Council 31.
- C. Pursuant to Article IX, Section 6, the Local Union shall be promptly provided written notice, including a clear and concise statement of the reasons thereof, of all disciplinary action issued by DHS, other than oral reprimands.

## ARTICLE XV

### ***EDUCATIONAL LEAVE OF ABSENCE***

- A. Educational leaves of absence by Residential Facility/School, shall be granted based on the following formula and under the conditions described below. All other requests for Educational Leaves of Absence by Region (non-residential facilities) shall also be granted based on the following formula and under the conditions described below unless the Employer can demonstrate a bonafide operational need for refusing to grant a request.
- B. Notice of this procedure shall be posted at all work locations.
- C. Employees requesting such leave shall have their names drawn and listed as drawn for preference for time for granting such leaves.
- D. Employees requesting such leave shall be added to the preference list in order of the time and date of their request. Such list shall continue and be renewed with each contract unless and until rescinded and/or revised.
- E. Once an employee is notified that his/her leave request has been granted and refuses such, he/she shall be taken off the preference list until another request is made by the employee.

F. Such leaves will be granted for periods up to one (1) year. Renewals thereof may be granted for periods of six (6) months but not more than one (1) year except as otherwise provided in the Collective Bargaining Agreement.

G. The minimum number of employees granted educational leaves shall be in accordance with the following formula based on the number of employees in the AFSCME Bargaining Units, RC-9, 14, 28, 62, 63 and 69 inclusive. For purposes of this calculation, the work location shall be defined as:

1. Residential Facilities

The work location shall be defined as the Residential Facility.

2. Non - Residential Facilities

The work location shall be defined as the following:

- a. Divisions of Community Health & Prevention and Disability & Behavioral Health Services by region.
- b. Divisions of Community Operations and Transitional Services by region.
- c. Administrative Units.

Number of Bargaining Unit Employees	Minimum Number of Educational Leaves
Up to 299	1
300 to 599	2
600 to 899	3
900 to 1199	4
1200 to 1499	5
1500 and over	6

## **ARTICLE XVI**

### ***UNION ORIENTATION***

Each AFSCME Local Union shall be given reasonable advance notice of regular new employee orientation sessions for employees represented by or in titles targeted for positions in bargaining units it represents.

The Union shall be permitted one (1) hour to present union orientation to all new employees, which shall be scheduled by mutual agreement. Where new employee orientation sessions are held, union orientation shall normally be scheduled in conjunction with such sessions.

An employee designated by the Union shall be permitted time off without loss of pay for the purpose of making such presentations.

## **ARTICLE XVII**

### ***SMOKING***

All current smoking agreements shall remain in effect unless modified by the parties pursuant to Article XXV, Section 3 (iv) of the Master Collective Bargaining Agreement. Where such agreements do not currently exist, the parties shall engage in negotiations on a work site basis within thirty (30) days of the request by either party.

## **ARTICLE XVIII**

### ***VACATION SCHEDULING***

Local Union and Facility Management may negotiate a mutually agreed practice regarding vacation scheduling. Such agreements are subject to AFSCME Council 31 and DHS approval.

ARTICLE XIX

**COMMITTEES**

The standing Statewide Union/Management Committee shall continue to meet to discuss all outstanding issues and concerns.

The Chairperson of the Union Committee and the Management Committee shall have the responsibility of establishing mutually agreed to meeting times and places.

ARTICLE XX

**AIDS AND APPLIANCES - DISABILITY**

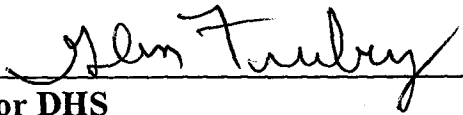
The Department agrees to provide reasonable aids to an employee with a recognized disability when such are for the specific purpose of fulfilling the requirements of employment with the Department.

Such employees shall be allowed reasonable amounts of time during working hours to become familiar with and develop skills in the use of such techniques, aids and/or appliances.

ARTICLE XXI

**PRINTED AGREEMENT**

The Employer shall have this Supplementary Agreement printed and distributed to all covered employees.

  
For DHS

4/25/01  
Date

  
For AFSCME Council 31

4/25/01  
Date



# **ATTACHMENTS**

## **LISTING OF MOU'S and SIDE LETTERS**

1. Administrative Reassignment - MOU
2. Affirmative Attendance Agreement - MOU
3. Alternative Work Schedules Committee - MOU
4. Case Cut-Off/Assignment Policy - MOU
5. Caseload Sizes - Side Letter
6. Continuous Posting - MOU
7. DDS Contractual Employees - MOU
8. Bridging RC-14 to PAEA
9. Caseworker Classification Services
10. HSC Training
11. Filling of Vacancies for Selected Titles - MOU
12. Four Day / Nine Day Alternative Work Schedules - MOU
13. Light Duty Policy - MOU
14. Movement of MHT 1 and STA 1 Training Programs - MOU
15. Movement to Security Therapy Aide Trainee - MOU
16. Physician Standby - MOU
17. Posting for Rehabilitation Counselor Trainee - MOU
18. Same Day Vacation Requests - MOU  
(Transitional Services, Community Operations, DDS and Teen Parent Program)


19. Same Day Vacation Requests - Side Letter  
(Disability and Behavioral Health Services)
20. Schedule Changes - MOU
21. Security Therapy Aide Classification Series - MOU
22. Shift Bumping MHT 1 and 2 - MOU
23. Shift Bumping (RC-14, 28, 62, 63) - Residential Facilities - Side Letter
24. Shift Bumping Residential Facilities - Side Letter
25. Social Service Career Trainees - MOU
26. Staffing Plans - MOU
27. Step 3 Grievance Committee - Ground Rules
28. Tardiness Agreement - MOU
29. Transfer Policy for RC-9 - MOU
30. Work Load Standards - Side Letter
31. Work Rules for MH & DD Facilities
32. Transfer of Surplus Staff - Non Residential Facilities
33. Resolution in Settlement of Arbitration No. 3586

## MEMORANDUM OF UNDERSTANDING

### Administrative Reassignment

The parties agree that a joint labor-management committee(s) shall be convened at the local/facility level within thirty (30) days of the signing of this agreement to develop a list of specific assignments to which an employee may be reassigned during an official investigation as an alternative to placement on administrative leave. Subsequent to the development of such lists, the employee, after receiving written notice that an investigation is being conducted, shall choose from among those specific assignments available at the time. If the employee refuses to choose an available assignment, the employer reserves the right to assign the employee to a position on such list. A reassigned employee shall retain the same work schedule, days off and salary held prior to the reassignment. Alternatives to the employee's normal work schedule and days off may be by mutual agreement of the parties only. No other employee's assignment, days off, work schedule or salary shall be affected by an administrative reassignment.

If the investigation is not completed within sixty (60) days, the employee shall be returned to the assignment held prior to the reassignment unless circumstances require placement on administrative leave with pay.

  
for DHS

4/25/01  
Date

  
for AFSCME Council 31

4/25/01  
Date

## MEMORANDUM OF UNDERSTANDING

### AFFIRMATIVE ATTENDANCE

#### **(AFSCME COUNCIL 31 AND DHS)**

The purpose of this agreement is to establish written procedures for the use of benefit and dock time for AFSCME represented employees of DHS.

1. Unauthorized absences shall be those absences for which time is not approved.
2. Although tardiness is not considered an unauthorized absence under this agreement, employees are expected to report for work on time each day as scheduled. Tardiness shall be addressed by counseling and progressive discipline. The establishment or change in tardiness policies shall be negotiated with the Union. During such negotiations, current tardiness practices and policies shall remain in effect.
3. E.A. (Excused Absence) time shall be granted under the following criteria when sick time has been exhausted provided:
  - a. The employee has not been on proof status within the previous three (3) months unless the supervisor approves use of such time and;
  - b. Proper medical certification is provided as defined under proof status requirements.
4. Use of E.A. time under these circumstances is limited to five (5) days within a twelve (12) month period, unless approval for more time is granted by the Division Administrator. Employees who have used all allowable E.A. time shall be informed of their right to apply for an appropriate leave of absence.
5. All employee requests for benefit time usage, must be supported by a request for time off form signed by the employee. The DHS Staff Request For Time Off Form must be provided to the supervisor no later than two (2) of the employee's work days after the employee's return from the absence. Supervisors must ensure that the DHS Staff Request For Time Off Form is readily available to the employee. Failure of the employee to provide this form results in the absence being considered

unauthorized. The employee is docked and a disciplinary referral initiated. If the employee subsequently submits the form within two (2) of the employee's work days after notification of being docked, the determination of an unauthorized absence shall be corrected.

6. Supervisors are expected to evaluate the appropriateness of absences daily and to review employee time records at least monthly for indications of possible abuse.
7. Supervisors must process all completed forms generated from call-ins normally within three (3) calendar days of submission, either approving or disapproving the request.
8. Supervisory staff shall review the attendance record of each employee on an ongoing basis. Although a formal review is required once each month, supervisors must ensure ongoing scrutiny of sick time usage and docks, and shall take prompt action anytime the circumstances warrant such.
  - a. Employees will be given a record of accumulated benefit time monthly.
  - b. The supervisor shall conduct a review of each employee's attendance record and a copy of the documentation shall be kept for each employee in the supervisor's file. The supervisor must note any action taken such as counseling, placement on proof status, referral to an employee assistance program, oral reprimand, and/or referral for discipline. If the supervisor finds the employee's attendance to be acceptable, this must be noted.
9. As long as the employee meets the applicable Leave of Absence requirements, the Employer will approve leave for the time frame documented, including requests for short term leaves.

## 10. Proof Status

- a. In an effort to avoid placing an employee on proof status, counseling should be utilized in working with an employee who may have an attendance problem.
- b. Before placing an employee on proof status, the supervisor shall meet with the employee face to face to discuss the attendance record of the employee. Any employee whose attendance record creates reason to suspect abuse of sick time shall be immediately given written notice of placement on proof status for a 60-day period. Proof may be required for a single absence only if reasonable grounds exist to suspect abuse for the day in question.
- c. Frequency and/or patterns regarding the use of sick time are not necessarily indicative of abuse. Use of sick time should be reviewed on a case-by-case basis.
- d. Proof status shall be reviewed with the employee after the initial 60-day period. Employees shall be given either:
  - \* Written notice of their continuation on proof status for an additional 90-day period if their use of sick time continues to reflect reason to suspect abuse; or
  - \* Written notice that proof status is terminated.
  - \* Thereafter, if an employee is subsequently put on proof status, the proof status will again be an initial 60-day period.

An employee on proof status who fails to provide proper medical certification of the use of earned sick time shall be given an unauthorized absence, docked for the day(s) in question, and may be subject to discipline.

Employees on proof status who are out of earned sick time and who continue to claim illness shall be advised of the need to apply for a leave of absence or face discipline.

11. Proper medical certification for proof status must contain the following elements:
  - a. Signature, address, and phone number of the medical practitioner (or authorized designee).
  - b. The pertinent date(s) in question of the illness or injury. (For emergency room visits, the pertinent date shall be the date of the emergency room visit, as verified by an appropriate medical practitioner - or authorized designee).
  - c. An indication that the employee was unable to work on the date(s) in question for reasons of personal or family illness.
  - d. An indication that the employee was examined by, or under the care of, a licensed medical practitioner.
12. Employees on proof status who use sick time for family bereavement shall provide appropriate documentation.
13. It is the employee's responsibility to provide proper medical certification to their supervisor. Documents that do not contain the necessary elements will not be accepted and the employee will be so notified. The absences shall be considered unauthorized if acceptable certification is not subsequently provided within five (5) work days.
14. Except for the Tardiness Agreement at DHS Schools and Residential Facilities (attached), unauthorized absences of one (1) hour or more or unauthorized absences not called in pursuant to the work rules, are subject to the following corrective and progressive disciplinary action.

<b>a. Unauthorized Absence With Call - In (UA)</b>		<b>b. Unauthorized Absence With No Call (XA) **</b>	
1 <sup>st</sup> occurrence	Counseling		
2 <sup>nd</sup> occurrence	Oral Reprimand		
3 <sup>rd</sup> occurrence	Written Reprimand		
4 <sup>th</sup> occurrence	1 Day Suspension	1 <sup>st</sup> occurrence	1 Day Suspension
5 <sup>th</sup> occurrence	3 Day Suspension	2 <sup>nd</sup> occurrence	3 Day Suspension
6 <sup>th</sup> occurrence	5 Day Suspension	3 <sup>rd</sup> occurrence	5 Day Suspension
7 <sup>th</sup> occurrence	7 Day Suspension	4 <sup>th</sup> occurrence	7 Day Suspension
8 <sup>th</sup> occurrence	10 Day Suspension	5 <sup>th</sup> occurrence	10 Day Suspension
9 <sup>th</sup> occurrence	15 Day Suspension		
10 <sup>th</sup> occurrence	20 Day Suspension		
11 <sup>th</sup> occurrence	Discharge	6 <sup>th</sup> occurrence	Discharge

**\*\*** The parties agree that Section (b) above does not alter the provision in Article XVII of the Master Agreement regarding discharge for five (5) consecutive days of unauthorized absence with no call (XA).

**c. Unauthorized Absence with Combination of Call/No Call**

In situations where there is a combination of single day offenses and consecutive day offenses, progressive discipline shall be utilized. (Once a total of six (6) occurrences of no call/no show or eleven (11) occurrences of unauthorized absences with call-in accumulates in a 24-month period, discharge shall be recommended).

- (1) In situations where there is a combination of unauthorized absences with call-in (UA) and unauthorized absences with no call (XA), the disciplinary process for both categories of violations shall be integrated and employees will be transitioned from the track on which they were most recently disciplined to the track relating to the current incident and the level of discipline imposed on the second track (if there has been no previous discipline for this type of violation) will be one step below the last step imposed on the prior track.

For example: an employee who has an unauthorized absence with no call (XA) and had previously received a ten (10) day suspension for the eighth violation of an occurrence of unauthorized absence with call-in (UA) under 14.a., will receive a 7 day suspension under 14.b. (one step below the



discipline imposed for the first category).

Where the steps of discipline between the two tracks do not match up, the most recent discipline will be matched to the nearest step that is lower on the other track, and the discipline imposed will be one step below the matched step unless this step represents a repeat or movement backward in this category's progressive discipline process.

For example: an employee who received a 15-day suspension for the ninth occurrence of a UA would receive a 7-day suspension for the first occurrence of an XA. Since the discipline levels in the two categories do not match-up, this level of discipline is first matched to the nearest discipline step that is lower (10-day suspension) and the discipline imposed is one step below the matched level.

- (2) For situations in which there has already been discipline for violations within a category, the level of discipline shall be progressive, i.e., the levels of discipline imposed shall move forward from the previous discipline unless the application of 14 c. (1) would result in a higher level of discipline in which case 14 c. (1) shall be applicable.

For example:

- (a.) The employee listed above who received:

-- a 10-day suspension for the eighth violation of an occurrence of a UA and who had received;

-- a 7-day suspension due to the first occurrence of an XA, would receive;

-- a 15-day suspension for the ninth violation of an occurrence of UA. The 15-day suspension is progressive since the employee had previously received a 10-day suspension for the UA category for the eighth occurrence of UA.

- (b.) This same employee would receive a 10-day suspension for the second offense of an occurrence of XA.

d. **Unpaid Suspension Time**

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

e. **24/48-month Period**

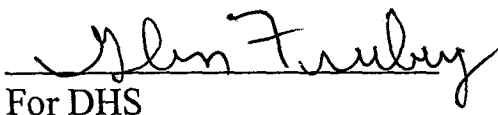
Discipline will be considered timely and progressive based on a rolling 24-month period. If the last disciplinary action is more than 24 months old with no infractions since, the progression will begin anew. Any occurrence that exceeds 48 months in age will no longer be considered in the discipline track. The next level of discipline imposed would reflect the position of those occurrences within any 48-month period.

f. **Discipline Prior to Agreement**

Employees not covered by an affirmative attendance agreement prior to the effective date of this agreement and who have not had a suspension for unauthorized absences within the twenty-four (24) month period preceding this agreement shall be considered to have committed no offense. Suspensions for unauthorized absences shall be transitioned to the step that is two (2) steps below the level of the employee's last suspension. For example, an employee who has a UA with call-in under this agreement whose last suspension for an unauthorized absence prior to this agreement was for ten (10) days, will receive a five (5) day suspension. Where the prior level of discipline does not match up with a step under this agreement, the prior discipline will be matched with the nearest step that is lower on the appropriate track, and the level of discipline imposed will be two (2) steps below that step.

15. DHS recognizes that personal problems may affect the attendance of employees. Employees will be afforded a joint Union/Management consultation beginning with the first imposition of suspension time (unserved) and again at the last suspension prior to discharge. Joint consultation shall also be afforded to the employee upon request by the local union president or designee. The purpose of such consultation will be to provide guidance and counseling to the employee as to the need for their services, the consequences of continued unauthorized absences, the availability of services for problems which may be identified and the ability to request a leave of absence.

After the established training program presentations have been completed, the Department will start the Affirmative Attendance Program effective January 1, 1998.

  
For DHS

  
For AFSCME Council 31

4/25/01  
Date

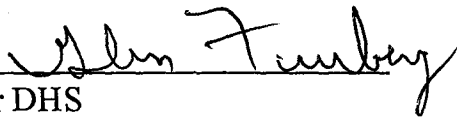
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Date

**MEMORANDUM OF UNDERSTANDING**

**ALTERNATIVE WORK SCHEDULES COMMITTEE**

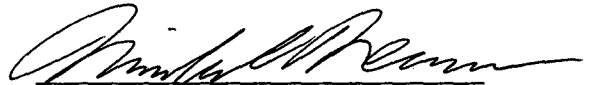
The Parties agree to establish, no later than May 1, 2001, a joint labor/management committee to study the feasibility of implementing Four Day/Nine Day (Alternative) Work Schedules in the Illinois Department of Human Services (DHS), where they do not currently exist.

Such committee shall have the responsibility of advising DHS of programs and/or work locations in the Department where alternative work schedules may be beneficial to the Agency, employees and/or those receiving services from the State. Any negotiation over the implementation of such schedules shall be conducted pursuant to Article 12, Section 19.

  
\_\_\_\_\_

For DHS

4/25/01  
\_\_\_\_\_  
Date

  
\_\_\_\_\_

For AFSCME Council 31

4/25/01  
\_\_\_\_\_  
Date

# MEMORANDUM OF UNDERSTANDING

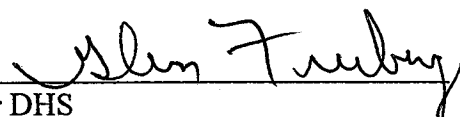
## Case Cut-Off/Assignment Policy

The purpose of this agreement is to establish written procedures of case cutoff/assignment for AFSCME represented employees of DHS.

Adjudicators are to be cut off of case assignment, if necessary, during any full day absences related to vacation, personal, sick, union business, leaves of absence and holiday time based upon the following (this includes call-in and advance notice):

<u># of Absent Days</u>	<u>Additional Cut-Off Days</u>
3 to 5	1
6 to 15	2
16 and above	3

This memorandum is without precedent and shall have no application outside of the Bureau of Disability and Determination Services.

  
for DHS

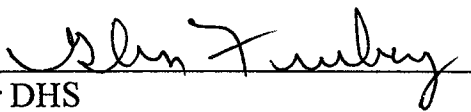
4/25/01  
Date

  
For AFSCME Council 31

4/25/01  
Date

## Side Letter Caseload Sizes

The parties agree to establish a joint committee at the Agency level to discuss issues related to caseload sizes. Such committee shall begin meeting no later than March 1, 2001, on dates, times and places of mutual agreement.

  
For DHS

4/25/01  
Date

  
For AFSCME Council 31

4/25/01  
Date

## Memorandum of Understanding Continuous Posting

### Purpose Of Memorandum

To allow for the continuous posting of the Office Clerk, Office Assistant, Human Services Caseworker, Rehabilitation Counselor Trainee, Social Service Career Trainee and the Rehabilitation Casework Coordinator I for all offices excluding Central Offices, except the Division of Community Operations, Newborn Unit and Exception Processing Unit, facilities and residential schools, in DHS statewide in the Division of Community Operations and the Division of Disability and Behavioral Health Services, respectively.

### Conditions of Agreement

This agreement cannot be construed as a precedent for posting vacancies beyond its stated purpose and is entered into without precedent or prejudice to future situations or requests.

### Implementation of Agreement

- 1) DHS agrees to fill vacancies under this Memorandum pursuant to the Filling of Vacancies agreement signed by the parties on August 12, 1997.

- 2) Permanent Bidding Procedure

Permanent bidding is a system by which employees in the bargaining units who meet the qualifications may bid for vacant positions pursuant to #1 above. Once these bids are on file, it will not be necessary to repost or rebid on vacant positions because all qualifying bids on file will be considered each time a position is filled. No limits will be placed on the number of bids and any bid submitted by an employee by the close of business the day prior to making a selection shall be accepted.

- 3) When filling vacancies, pursuant to this agreement, the employer agrees to consider as eligible bidders any person who has a qualifying grade on file with CMS, or who can provide proof of submission of the appropriate documents necessary to obtain such grade or verification of qualification.
- 4) Once a permanent bid has been submitted, that bid shall not be removed except as provided below.

Job Assignment Bids - Bids will be removed from the listing once an employee receives a job assignment change. Article XIX of the Master Agreement allows employees this right only once every (12) months, unless the employee is subsequently displaced from the assignment for which he/she bid. Employees may submit additional job assignment bids in the twelfth (12th) month of their current assignment.

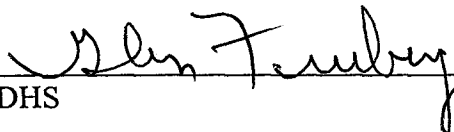
Promotional/Voluntary  
Reduction/Parallel  
Pay Grade Bids


- Bids will be valid from the date of submission. When an employee has been promoted or voluntarily reduced or moved via parallel pay grade, bids will be removed from the permanent bid file for that title and lower titles. Bids for higher titles will remain on file.

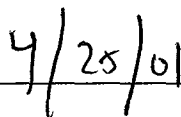
- 5) If an employee refuses to accept a position his/her name will remain on the permanent bid list and their bid application will be maintained on file
- 6) The Employer agrees to list the names of those persons selected on the appropriate bulletin board(s) every pay period
- 7) DHS will notify all affected bargaining unit employees of their rights under this agreement.

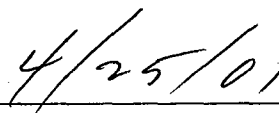
Duration of Memorandum

This memorandum shall become effective February 1, 1998, and continue for the duration of the Master Collective Bargaining Agreement through June 30, 2004.

  
\_\_\_\_\_  
For DHS

  
\_\_\_\_\_  
For AFSCME Council 31

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date



**Memorandum of Understanding**  
**Disability Determination Services Contractual Employees**

**Section 1. Purpose of Agreement**

The parties enter into this Agreement due to certain external restrictions imposed upon the Department of Human Services regarding its personal services headcount numbers within Disability Determination Services (DDS).

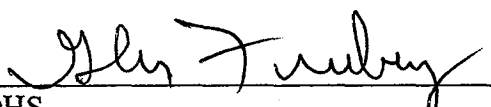
**Section 2. Scope of Agreement**


This Agreement only applies to the DDS and is entered into without precedent or prejudice to other future situations.

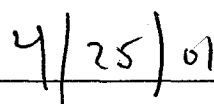
**Section 3. Implementation**

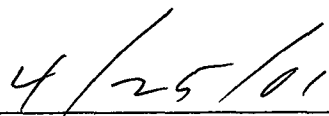
AFSCME concurs with the Department's request to utilize clerical contractual employees within DDS under the following conditions:

- a. The Department agrees that the number of such clerical contractual employees will not exceed 40 at any given time.
- b. In order to exceed this maximum number in (a.) above, the Department must request and obtain prior Union concurrence from the below signed.
- c. The Department agrees to hire these contractual employees on an entry level basis only and further agrees that it will utilize them only at the entry level. Any exception to this provision may only take place by mutual agreement of the undersigned parties.

  
\_\_\_\_\_  
For DHS

  
\_\_\_\_\_  
For AFSCME Council 31

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

## MEMORANDUM OF UNDERSTANDING

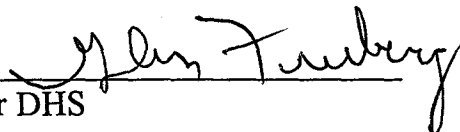
### **Bridging RC-14 to PAEA**

For posted Public Aid Eligibility Assistant (PAEA) (or successor title) vacancies, RC-14 bidders who receive "A" grades shall be given first consideration for any vacancies that are filled pursuant to Article XIX, Section 5B (iii) (other means available) after the contracts priority as set forth in Section 2, Article XIX has been completed. Qualified and eligible bidders receiving "B" grades in the written competitive promotional exam shall be given second consideration. Once, the "B" list is exhausted, the Department may fill the vacancy by other means available to it according to the Master Contract and supplemental Agreements.

DHS may decline to appoint an "A" or "B" bidder entitled to first or second consideration under the preceding paragraph because of the inability to perform the job for which he/she is bidding or because DHS has evidence which demonstrates that the employee is unlikely to perform the job in a satisfactory manner. The Employer shall inform the employee in writing of its reasons in any such case. It is expressly agreed that unless an employee is disqualified under the previous two sentences, the Agency may not decline to promote such an employee on the grounds that an applicant from the open register is better qualified for the position than the employee.

When DHS posts a vacancy and fills it pursuant to this agreement, it shall not make the selection until it receives from Personnel the grades of all bidders who take the appropriate tests on or before the closing date of the posting period.

Pursuant to the Memorandum of Understanding that established the position classification Human Services Caseworker (HSC) the parties agree that in order for a PAEA to qualify for the HSC the incumbent must obtain the appropriate bachelor's degree requirement or pass the required qualifying examination through the Upward Mobility Program.

  
for DHS

4/25/01  
Date

  
for AFSCME Council 31

4/25/01  
Date

## MEMORANDUM OF UNDERSTANDING

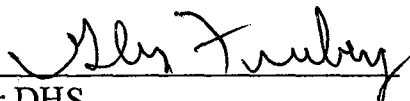
### CASEWORK CLASSIFICATION SERIES

The parties agree that in all applications of the Collective Bargaining Agreement and the Department of Human Services Supplemental Agreement, Series 130 shall be modified as delineated below:

#### SERIES 130

Public Aid Eligibility Assistant  
Human Services Caseworker  
Public Aid Lead Casework Specialist

Pursuant to the Memorandum of Understanding that established the Human Services Caseworker (HSC) position, the parties agree that in order for the PAEA to qualify for the HSC the incumbent must obtain the appropriate bachelor's degree requirement or pass the required qualifying examination through the Upward Mobility Program.

  
for DHS

4/25/01  
Date

  
For AFSCME Council 31

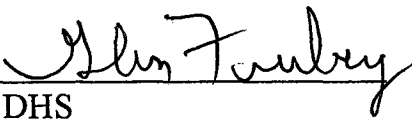
4/25/01  
Date

## MEMORANDUM OF UNDERSTANDING

### **Human Services Caseworker Training**

The Employer is committed to providing the training necessary for employees in the Human Services Caseworker classification to perform the duties and responsibilities thereof. To this end, the parties agree that:

1. Employees shall not be held accountable for duties, responsibilities and methods and procedures for which they have not previously performed prior to receiving the training necessary to perform such duties and responsibilities.
2. It is not the Employer's intent to discipline and/or demote any employee for performance deficiencies and/or inability to perform any Human Services Caseworker related duties for which they have not received adequate training.
3. A joint DHS/AFSCME committee shall be established to review the various functions of the Human Services Caseworker position classification and recommend a training program for employees to develop the skills necessary to perform those functions in an acceptable manner.

  
for DHS

4/25/01  
Date

  
For AFSCME Council 31

4/25/01  
Date

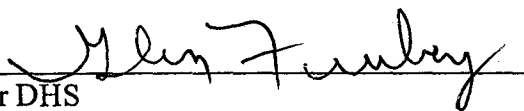
**Memorandum of Understanding**  
**Filling of Vacancies for Selected Titles**

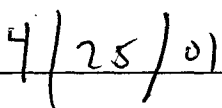
The parties agree that the following shall supplement the rights of certain employees in the Departments of Human Services, Public Aid and Public Health.


1. Employees of DPA or DHS in the position classifications of Public Aid Family Support Specialist I, Public Aid Quality Control Reviewer, Public Aid Appeals Advisor, Public Aid Investigator I, II, and III and Medical Assistance Consultant I and II, who are subject to layoff, shall be offered a transfer or voluntary reduction to vacancies within DPA and DHS in lieu of layoff, provided the employee is qualified for such vacancy. Vacancies as defined under Article XIX of the master collective bargaining agreement shall be offered in seniority order on a statewide basis regardless of department, work location or bargaining unit of the vacancy.

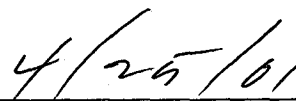
Employees of DPH or DHS in the position classifications of Public Health Program Support Specialist I and II, who are subject to layoff, shall be offered a transfer or voluntary reduction to vacancies within DPH and DHS in lieu of layoff, provided the employee is qualified for such vacancy. Vacancies as defined under Article XIX of the master collective bargaining agreement shall be offered in seniority order on a statewide basis regardless of department, work location or bargaining unit of the vacancy.

2. Employees of DHS, DPA and DPH shall retain all rights held prior to the establishment of DHS, to promotion and voluntary reduction, pursuant to Article XIX of the master collective bargaining agreement, to the above position classifications, regardless of the department in which they are employed.
3. Should the Employer modify its list of affected titles, it shall meet with the Union to negotiate the impact.

  
For DHS

  
Date

  
For AFSCME Council 31

  
Date

## MEMORANDUM OF UNDERSTANDING

### FOUR DAY/NINE DAY ALTERNATIVE WORK SCHEDULES

1. The parties agree to continue the alternative work schedule for employees represented by AFSCME in all offices in the Office of Rehabilitation Services.
2. The alternative work schedules will be offered once annually beginning June 1 of 1998 this year and commence on the work week encompassing the first pay period of July. This week will be considered "Week 1" for scheduling purposes. Thereafter, the alternative work schedules will be offered beginning May 1 of each year and commence the first pay period in June.
3. Participation shall be voluntary and open to all certified employees. Employees not eligible to participate in the program during the open enrollment period starting June 1 (i.e., those in original probationary status or on leave) may request participation upon certification or return from leave.
4. Employee schedules will be carried forward from year to year, (July through June 1999 and June through May thereafter), unless the employee designates a change during an enrollment period. Employees reverting to an 8:30 a.m. - 5:00 p.m. shift may apply for flex-time.
5. Employees in certified status during the open enrollment period who do not request an alternative schedule cannot do so after the open enrollment period ends. Requests will not be considered until the next open enrollment period. However, those employees who have requested an alternative work schedule during the annual open enrollment period and had such request officially denied shall be considered using the same criteria in #6 if and when a participant vacates his/her alternative work schedule.

An official waiting list shall be maintained based upon seniority within each unit. A copy of the list shall be provided to the Union. Employees receiving denials of requested schedules may grieve directly to Step 3.

Employees receiving an official denial may request on an alternative work schedule request form to have their name placed on the waiting list for their unit. The list will be used when an opening for an alternative work schedule occurs. At that time, the most senior employee on the list will be given the opportunity to participate in the alternative work week program. This employee does not need to

be on the same schedule as the person who left the program. If an employee transfers to a new unit/office, the employee must request their name be placed on the waiting list for the new unit/office.

6. Subject to the Employer's operating needs, participation will be allowed up to 50% of the professional staff and 50% of the support staff (RC 14/RC 28). The supervisor may accommodate a greater percentage of participation subject to operating needs. Seniority, subject to Article 18 of the Master Collective Bargaining agreement, shall be the determining factor.

At BDDS participation will be allowed up to 50% of the professional staff and 50% of the support staff (RC 14/RC 28) by title in each unit/section (whichever is the smaller operational component.) The supervisor may accommodate a greater percentage of participation subject to operating needs. Seniority, subject to Article 18 of the Master Collective Bargaining agreement, shall be the determining factor. If in a unit of an odd number of employees in a title, the 50% standard results in a fraction of an employee, the fraction will be rounded to add one (1) additional participant.

Example:	<u>Title</u>	<u>Number Available</u>	<u>Participants</u>
	X	3	2 (66%)
	Y	5	3 (60%)
	Z	6	3 (50%)

7. Employees may choose only one (1) of the schedules offered in Attachment A. Flex-time requests will not be honored within these schedules.
8. Subject to the Employer's operating needs, management retains the right to deny any alternative work schedule.
9. Requests to withdraw from an alternative schedule will be honored within thirty (30) days of the written request. Employees shall remain on the alternative schedule until the Payroll Division assigns an effective date which shall not exceed the above time period. Employees electing this option may not request an alternative work schedule until the next enrollment period.
10. Involuntary return of an employee from the alternative work schedule to the regular five (5) day work week may take place with a minimum notice of two (2) weeks if: (a) the employee has abused the alternative work week; (b) the employee's work has deteriorated and such deterioration is a result of being on alternative work week schedule; and/or (c) pursuant to provisions of #6 above.

The Agency further agrees that it will not use such involuntary return instead or in lieu of discipline.

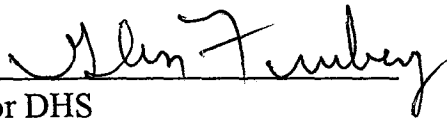
11. A supervisor or management person will be available in person or by telephone during all times employees are required to work.
12. Leave credit will accrue at the present rate; i.e., 7.5 hours of sick leave per month, 22.5 hours personal business per year, holidays are earned in 7.5 hour increments and the appropriate monthly vacation leave credit per Article 10 of the AFSCME contract.
13. Leave usage charged shall be the actual scheduled hours of leave used, i.e.; the actual number of hours scheduled to work.
14. When a holiday occurs on an employees scheduled off day or short day, the employee shall be credited the appropriate number of hours of holiday time. When a holiday occurs on an employee's normal scheduled work day, the employee will account for his/her additional time by using the appropriate increment hours of accumulated time. Lesser increments of holiday time must only be used when a holiday occurs on an employees normal scheduled work day to account for his/her additional time. Lacking sufficient accrued holiday time, personal, vacation, compensatory; or hours authorized without pay (non-disciplinary) may be used. In no case may the employee work the balance of that day in lieu of using accrued leave. The employee must complete a "Request for Planned Leave" for each occurrence to account for what time he/she desires to use.

Except as provided above, holiday time shall be used in ½ day, whole day or in lesser increments only to extend other accumulated benefit time.


15. Employees on alternative schedules shall receive an unpaid and uninterrupted lunch period of one (1) hour per day at the approximate mid-point of the workday as well as two (2) twenty (20) minute rest period, on days when the schedules hours of work exceed 7.5. Two (2) fifteen (15) minute rest periods are allowed on each work day of 7.5 hours or less.
16. A switch day occurs when an employee requests in writing to be in work status to attend a meeting or conference on his/her designated "off day" and an alternative day off is taken within the same work week. Switch days shall only be allowed for work-related reasons and may not be approved in situations which normally warrant an employees use of accrued benefit time or the assignment of overtime.



17. Overtime/compensatory time, at the appropriate rate, commences when an employee works beyond their normal scheduled work day per Attachment A. The Agency will not change scheduled work days to avoid payment of overtime.
18. Employees on alternative schedules who change units through promotion, transfer, etc., may seek approval to continue the schedules from the new supervisor.
19. Employees receiving denials of requested schedules may grieve at Step 3 of the grievance procedure.
20. Exceptions to the terms and conditions of this agreement will be considered where hardship situations exist. Such exception may be made by mutual agreement only of the undersigned parties.

  
For DHS

4/25/01  
Date

  
For AFSCME Council 31

4/25/01  
Date

**Memorandum of Understanding**  
**Light Duty Policy**  
(Applicable only to Former DMHDD Facilities)

Employees who have suffered an on-the-job injury or illness shall be assigned to light duty subject to the following provisos:

- 1) Employees shall be assigned to light duty provided that the treating physician indicates in writing that the employee is capable of performing light duty and will likely be able to return to full duties within 90 days of the employee's evaluation.

Employees on light duty on the effective date of this agreement may continue performing light duties consistent with this policy if their doctor indicates in writing that they will likely be able to return to full duties within 90 days.

If at the end of a 90 day period an employee, in the opinion of the treating physician, is not capable of performing full duties, he/she shall continue on light duty with the approval of the treating physician for a period of thirty (30) days.

Up to two (2) additional 30 day extensions shall be granted if necessary, but in no instance shall an employee be permitted to remain on light duty more than one hundred eighty (180) days, except for that period of time which preceded the date of this agreement.

- 2) A task force composed of six (6) Union and six (6) Management Representatives is hereby established to develop a list of tasks that employees on light duty may be required to perform.
- 3) Prior to assignment on light duty, the Union, the affected employee and a representative of the facility shall meet to discuss the employee's assignment. The Employer may assign the employee to duties which the treating physician indicates the employee may perform, consistent with this Agreement; however, the Union and the affected employee retain the right to grieve the assignment.

The employee and the Union will be given a written copy of the duties to be performed and the form shall include a space for the Union and the affected employee to indicate whether or not each concurs with the assignment.

If the facility desires to change an employee's light duty tasks, it shall again meet with the employee and the Union Representative to repeat the process herein.

In the case of a dispute between the facility and the Union or the employee, no light duty tasks shall begin until it has been approved by the Central Office of the Department.

- 4) No employee shall be assigned to an area where a resident is normally present or an area during times when a resident is present.
- 5) If a facility counts an employee on light duty as part of their staffing minimum, an employee who should have worked the overtime shall be paid at the appropriate rate for all such time the light duty employee was counted in the staffing minimum.
- 6) Employees on light duty shall not be in an overtime rotation unit, shall not be mandated to work overtime, and shall not be permitted to volunteer for overtime assignments.
- 7) An employee and/or the Union may initiate an expedited grievance at the third (3rd) level over any violation of this policy and/or over the tasks listed as part of the employee's light duty program if the employee and/or Union disagree with the listed duties.

A grievance hearing will be held pursuant to Article 5, Section 2 of the Master Contract,

If an employee is assigned a task which is not part of his/her assignment as indicated on the signed form per Section 3 of this Memorandum of Understanding and he/she has reasonable grounds to believe that the performance of that task might lead to injury, the employee shall have the right to refuse such assignment.

#### **On-The-Job injury**

An employee injured on the job shall report the injury immediately and shall be offered first aid at the facility.

An employee who does not wish to accept such first aid treatment shall sign a waiver of treatment on an agreed-upon form.

An employee shall be informed in writing of his/her right to seek treatment from a physician of his/her choosing or to seek treatment from a facility designated physician immediately upon reporting his/her illness or injury.

Such notice shall be on a mutually agreed upon form.

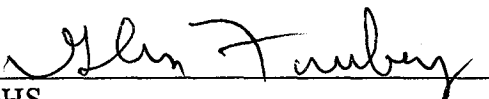
An employee who selects a physician of his/her own choosing must report to the facility designated physician within twenty-four (24) hours of reporting the injury, or as soon thereafter as physically able.


Employees who have returned to work shall be compensated for up to four (4) hours for each appointment with a medical practitioner to evaluate or treat a work-related illness or injury, provided the appointment is during the regular working hours of the employee.

If time beyond the four (4) hours is required for such appointments, the employee may use available service-connected time, or if none is available, any accumulated (including sick) time or EA (Excused Absence) time at the employee's discretion.

The Employer shall not contact the employee's medical practitioner for the purpose of rescheduling the employee's appointment, except as provided for below.

An employee who is required by the Employer to seek evaluation from a medical practitioner shall be compensated at the appropriate rate of pay for all time spent in seeking and receiving such evaluation. The Employer shall make every reasonable effort to avoid scheduling such appointments on an employee's non-work time. In addition, employees shall be compensated for all parking expenses and mileage at the applicable state rate.

  
For DHS

  
For AFSCME Council 31

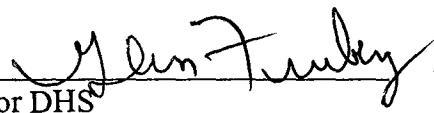
4/25/01  
Date

4/25/01  
Date

**Memorandum of Understanding**  
**Movement to Mental Health Technician I**  
**and Security Therapy Aide I Training Programs**

Where the movement to a Mental Health Technician I or a Security Therapy Aid I represents a lateral move or a promotional opportunity, or if AFSCME and the Department of Human Services agree, in situations where movement to one of the above titles is to a lower pay grade, the employee may be selected and placed in the appropriate training program. The employee shall then be allowed to retain his or her classification during the training period. Upon successful completion of the training, the employee shall then be placed in the appropriate title, if there is an existing vacancy. If no such vacancy exists, the employee shall retain his/her current classification until a permanent vacancy exists.

Nothing in this Memorandum of Understanding shall alter the application of Article 1, Section 1, of Article XXVIII, Section 3, of the Master Agreement or the Supplemental Recognition Agreement covering Technician Trainees dated September 4, 1986.

  
for DHS

4/25/01  
Date

  
For AFSCME Council 31

4/25/01  
Date

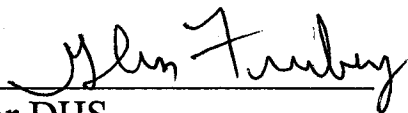
Memorandum of Understanding

Movement to Security Therapy Aide Trainee

Subsequent to July 1, 1999, where the movement of a Mental Health Technician I, II or III to the Security Therapy Aide Trainee title represents a promotion, the parties agree that employees in these titles shall retain their status as Tech I's, II's or III's and temporary assignment pay will be applicable until such time that training has been successfully completed, a certificate issued and a promotional grade obtained.

Mental Health Technician IV's and V's who take a voluntary reduction to a Security Therapy Aide Trainee position shall retain their status and rate of pay in their respective classification until such time as they have successfully completed their training, a certificate is issued and a grade is obtained.

Upon receipt of a grade from the Department of Central Management Services, employees will be promoted to the Security Therapy Aide I title.

  
for DHS

4/25/01  
Date

  
For AFSCME Council 31

4/25/01  
Date

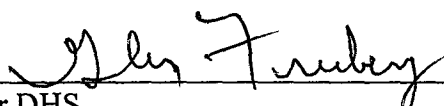
## Memorandum of Understanding


### **Physician Standby**

Applicable only to Former DMHDD Facilities

It is agreed by the parties that physicians who are placed on standby shall at the employee's option be paid in cash or compensatory time. The employee is to notify his or her supervisory timekeeper as to the method of payment by the next scheduled work day following such assignment. An employee may designate in writing a preference for compensatory time and receive such compensation in compensatory time until such request is rescinded in writing. Failure to give such notification as specified will result in payment by cash.

Such accumulated time is to be requested and granted according to the practices currently in existence. Time remaining on the books at the end of the fiscal year shall be liquidated with a lump sum cash payment.

  
\_\_\_\_\_  
For DHS

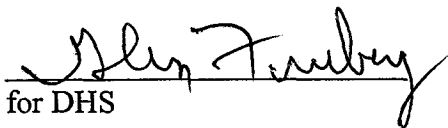
  
\_\_\_\_\_  
For AFSCME Council 31

4/25/01  
Date


4/25/01  
Date

**Memorandum of Understanding**  
**Posting for Rehabilitation Counselor Trainee**  
Applicable to ORS Only

AFSCME agrees to waive the posting of the targeted title for Rehabilitation Counselor Trainee positions. The Department of Human Services will continue to accept and select the most senior Rehabilitation Counselor or Rehabilitation Counselor Senior employee who submits a transfer and/or job assignment bid generated from the posting of the trainee announcement. The selected employee's vacancy shall become the trainee vacancy.

  
for DHS

4/25/01  
Date

  
for AFSCME Council 31

4/25/01  
Date



**MEMORANDUM OF UNDERSTANDING**

**SAME DAY VACATION REQUESTS**

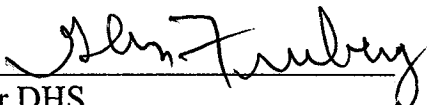
**(This MOU only applies to the following: Division of Transitional Services, Community Operations, Bureau of DDS and Teen Parent Program)**

Same day call-in requests for vacation time shall be made only when it is not possible to request such time reasonably in advance and in writing, using the appropriate form.

When an employee is claiming that it was not possible to request the vacation time reasonably in advance in writing, the employer has the right to inquire as to why it was not possible, although such inquiry may only be made when reasonable grounds exists to suggest abuse.

Same day call-in request for vacation shall not be denied unless a bonafide operating need exists to do so. If due to legitimate operating need such request is denied, the denial shall be stated to the employee and upon request, the reason for denial provided.

Under no circumstances will such request for vacation time be denied solely because a request is called-in on the day requested.

  
\_\_\_\_\_  
For DHS

4/25/01  
Date

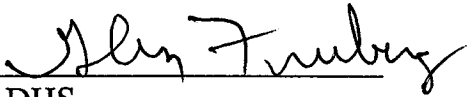
  
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For AFSCME Council 31

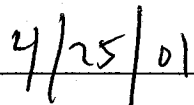
4/25/01  
Date

**DHS - AFSCME SIDE LETTER**

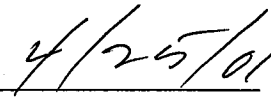
**SAME DAY VACATION REQUESTS**

The parties agree that if any practices exist in the Division of Disability and Behavioral Health Services for Residential Facilities only, such shall remain in effect subject to Article 34, Section 4, paragraph two (2) of the Master Collective Bargaining agreement.

  
For DHS

  
Date

  
For AFSCME Council 31

  
Date

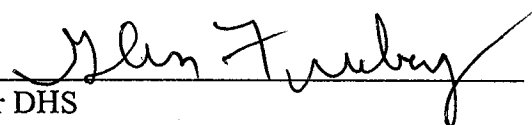
**Memorandum of Understanding**  
**Schedule Changes**  
Residential Facility/School


In the event the parties are unable to reach agreement pursuant to Article XII, Section 19, of the Master Contract, after good faith negotiations, the Employer shall inform the Union, in writing, of the intent to implement the schedule change.

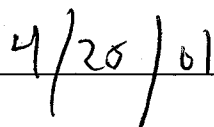
The Union shall have ten (10) work days from the date of such notice to invoke the expedited arbitration procedure.

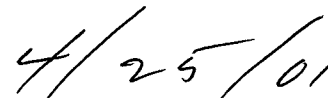
If the Union does not invoke the expedited arbitration procedure within the prescribed time limits, the Employer may implement the schedule change.

If the Union does invoke the expedited grievance procedure, the schedule change shall not be implemented pending final resolution of the dispute except where emergency operational needs exist.

  
\_\_\_\_\_  
For DHS

  
\_\_\_\_\_  
For AFSCME Council 31

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

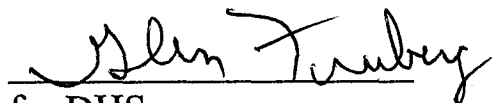
Memorandum of Understanding

Mental Health Technician and  
Security Therapy Aide Classification Series

The parties agree that in all applications of the Master Collective Bargaining Agreement series 22 (Security Therapy Aide) shall be modified as delineated below:

Series 22

MH Technician Trainee  
MH Technician I  
MH Technician II  
MH Technician III  
Security Therapy Aide Trainee  
MH Technician IV  
MH Technician V  
MH Technician VI  
Security Therapy Aide I  
Security Therapy Aide II  
Security Therapy Aide III

  
for DHS

4/25/01  
Date

  
For AFSCME Council 31

4/25/01  
Date

**Memorandum of Understanding**

**Shift Bumping**

Applicable only to Former DMHDD Facilities

This Memorandum of Understanding modifies the application of Article 19, Section 4, Paragraph B. For the purposes of shift bumping the Mental Health Technician I and II shall be considered the same.

Glen Furberg  
For DHS

Wm. M. Penn  
For AFSCME Council 31

4/25/01  
Date

4/25/01  
Date

**DHS - AFSCME SIDE LETTER**

**SHIFT BUMPING (RC-14, 28, 62,63) - RESIDENTIAL FACILITIES**


Unless mutually agreed otherwise, the following shall apply to residential facilities:

Employees shall notify their supervisor of any request to exercise shift bump rights in the period from July 1 to August 15 of each year (Effective July 1, 1997).

The shift change shall take place as soon as reasonably possible after August 15, but on the first day of the bumped employee's work week, which shall not be later than August 30.

  
For DHS

4/25/01  
Date

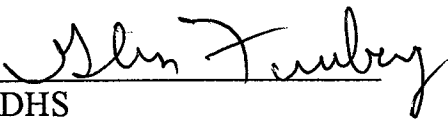
  
For AFSCME Council 31

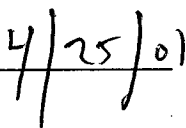
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**DHS - AFSCME SIDE LETTER**

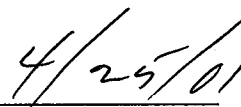
***SHIFT BUMPING  
RESIDENTIAL FACILITIES***

The parties agree that the issue of Shift Bumping for Residential Facilities shall be subject to Local Supplemental Negotiations.

  
For DHS

  
Date

  
For AFSCME Council 31

  
Date

**Memorandum of Understanding**  
**Social Service Career Trainees**  
(Office of Rehabilitation Services Only)

In an effort to address the Department of Human Services in the recruitment and hiring of Social Service Career Trainees, bilingual option, the Department of Central Management Services and AFSCME agree to the following exceptions for the above referenced titles:

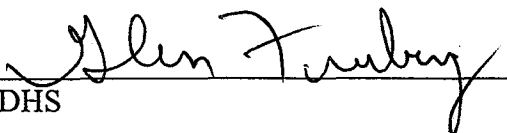
Should a Social Services Career Trainee (bilingual option) be posted and there are no qualified bidders, the Department of Human Services reserves the right to select an individual by the following means:


1. The individual will be selected from the Social Services Career Trainee list with the appropriate bilingual option.
2. The individual prior to being selected will be informed that this trainee position will require the employee to return to school for the purposes of receiving his/her master's degree.
3. The targeted title for the Social Services Career Trainee will be Rehabilitation Counselor.
4. Once the Social Services Career Trainee is selected, no further posting will be required of ORS to move the Social Services Career Trainee to a Rehabilitation Counselor position.
5. The Department of Human Services agrees to pay for the individual course work to obtain the master's degree, subject to the availability of funds.
6. Appropriate time off will be given to the trainee consistent with time off procedures currently in practice by ORS.
7. The trainee must complete all course work within a time period not to exceed 48 months.
8. DHS reserves the right to terminate a trainee appointment at any time, with no right to appeal. Reasons for termination may include, but not be limited to the following:
  - a) trainee drops out of the master's program;
  - b) failure to maintain the minimum grade point average required by the graduate school;
  - c) employee job performance as a Social Service Career Trainee, including but not limited to time abuse, unprofessional conduct and failure to perform duties.
  - d) the employee has not obtained a master's degree within the 48 month time limit.

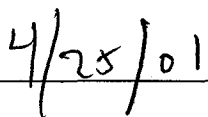


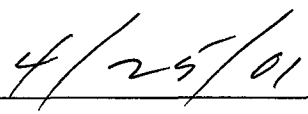
9. The individual selected agrees to remain with DHS for a period of two (2) years after the completion of the master's degree program. Should the individual resign during this period, he/she will be responsible for reimbursement for the course work paid by DHS.

This agreement does not preclude the trainee from taking course work to achieve the referenced master's degree through either the Upward Mobility Program or the Department of Human Services Tuition Reimbursement Program.

  
For DHS

  
For AFSCME Council 31

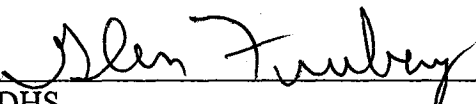
  
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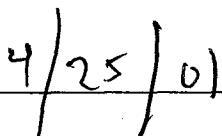
**Memorandum of Understanding**  
**Staffing Plans**  
(Applicable only to Former DMHDD Facilities)

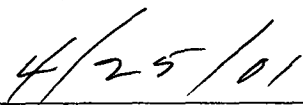
It is agreed between the Department of Human Services and AFSCME that at the beginning of each Fiscal year, the Facility Director at each facility shall submit to the local Union Representatives the staffing plan for that facility for the ensuing fiscal year, it being understood that such plan is but a plan only and subject to change by Management. Such staffing plan shall set forth at least the classifications to be used and the number of positions to be allotted to each such classification by whatever operating unit the Facility Director uses for such purpose, it being recognized that current practice in this respect varies widely. The plan shall reflect the actual as well as the planned number of such employees.

The local Union Representatives shall be notified of significant changes in the staffing plan. The local Union may request a meeting to discuss proposed changes in staffing plans.

  
\_\_\_\_\_  
For DHS

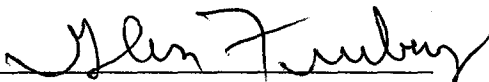
  
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For AFSCME Council 31

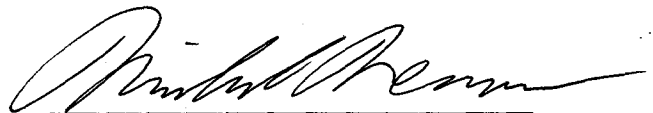
  
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Date

GROUND RULES  
FOR  
DEPARTMENT OF HUMAN SERVICES  
AND AFSCME  
STEP 3 GRIEVANCE COMMITTEE

1. Monthly meetings shall be scheduled pursuant to Article V, Section 2, Step 3. Each sessions shall begin at 9:00 am and end at 5:00 pm.
2. The location for monthly meetings shall rotate between offices of the Union and DHS pursuant to the supplemental agreement between the parties.
3. There shall normally be one spokesperson for Management and one for the Union, however, the chief spokesperson may call on a member of their respective team on an as needed basis.
4. The draft agenda for each monthly meeting shall be sent to the Union 10 working days prior to the scheduled meeting. The Union shall return such draft with its additions and modifications 5 working days prior to the meeting. The Employer reserves the right to raise the issue of timeliness pursuant to Article V.
5. Grievance resolutions shall be signed by the parties at the meeting, using an agreed upon form, unless mutually agreed otherwise on an individual case basis.
6. Travel to an attendance at committee meetings shall be pursuant to Article V, Section 2, Step 3. The Employer reserves the right to require sign-on sheets to verify attendance.
7. To facilitate the orderly disposition of the grievances on each monthly agenda, the parties agree to conduct the Step 3 committee meetings in a manner that is supportive of the Statement of Principle in Article V of the master collective bargaining agreement.

  
for DHS

  
For AFSCME Council 31

4/25/01  
Date

4/25/01  
Date

**Memorandum of Understanding**  
**Tardiness Agreement**

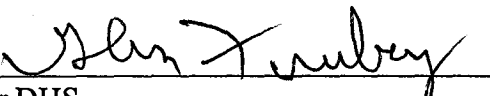
Covering all AFSCME Bargaining Units at  
DHS Schools and Residential Facilities


The threshold between tardiness and unauthorized absence is one (1) hour after the scheduled starting time (except Shapiro, Mabley, and Lincoln Developmental Centers where tardiness will be late arrival of four (4) or fewer hours). Late arrivals within the threshold shall be considered tardy and are not covered under the Affirmative Attendance Agreement.

Late arrivals beyond the threshold will be considered as unauthorized absence with call-in (UA) and a disciplinary referral initiated under the terms of the Affirmative Attendance Agreement, provided the employee calls or arrives within four (4) hours after the scheduled starting time (not applicable to Shapiro, Mabley, and Lincoln Developmental Centers).

Employees who arrive more than four (4) hours late, but call within four (4) hours after the starting time and arrive before the end of their shift will be recorded as UA and a disciplinary referral initiated under the terms of the Affirmative Attendance Agreement

Employees who neither call nor arrive within four (4) hours after the starting time will be considered unauthorized absence with no call (XA) and a disciplinary referral initiated under the terms of the Affirmative Attendance Agreement.

  
For DHS

  
For AFSCME Council 31

4/25/01  
Date

4/25/01  
Date

**Memorandum of Understanding**  
**Transfer Policy for RC-9**

RC-9 employees, except employees desiring transfer who have not completed their original six (6) month probationary period, desiring to transfer to the same or lower position classification in the employee's classification series in a different facility shall file a request for transfer form which shall be effective for one year with the Personnel Officer at the facility to which the employee desires to transfer.

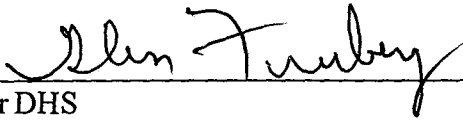
The following parameters are agreed to by AFSCME Council 31 and the Department of Human Services:

1. During each contract year, no more than 5% of RC-9 employees in a facility may exercise this right.
2. A facility will be required to fill no more than 50% of the vacancies per position classification in this manner pursuant to Article 19, Section 2, Filling of Vacancies.

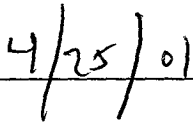
When vacancies are to be filled and a transfer request is on file, the first vacancy is filled by the facility's normal process. The second vacancy is filled by an eligible transferee. Such remaining vacancies shall be filled on an alternating basis until all remaining transfer requests of eligible employees have been honored. If vacancies remain, they shall be filled through the normal filling of vacancy process.

3. Any employee who has been suspended within the preceding six (6) months of the transfer opportunity shall not be eligible for transfer under this agreement.
4. 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. Any employee who fails to successfully complete such orientation and/or training within three months of transfer must return to his/her original facility in the employee's current classification. Such return shall be considered by the parties as a voluntary action. Employees thus impacted shall not be eligible for other transfer opportunities for 18 months from the date of the first transfer.
5. An employee who exercises his/her right to transfer will not be eligible to transfer again for 18 months from the effective date of the transfer.

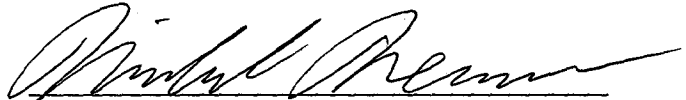
6. Employees transferring under the provisions of this Memorandum of Understanding shall not be able to exercise their seniority for Promotional purposes for a period of one year. .
7. Transfer under this language shall apply to Article 19, Section 2A(d), Filling of Vacancies.
8. The name of an employee who declines an offer to transfer under the terms of the agreement shall be removed from the transfer request list.



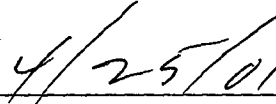
For DHS



Date



For AFSCME Council 31

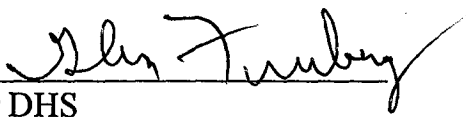


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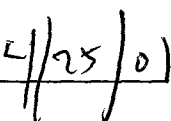
**DHS - AFSCME SIDE LETTER**

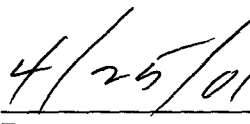
**WORK LOAD STANDARDS**

The parties agree that the reference to work load standards in the former Department of Mental Health Supplemental Agreement which states, "At the present time, this Department has no established work load standards" shall remain in effect, where this agreement existed prior to July 1, 1997, subject to Article 31, Section 1 of the Master Collective Bargaining agreement.

  
For DHS

  
For AFSCME Council 31

  
Date

  
Date

***WORK RULES***  
***BETWEEN***  
***THE AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES***  
***(AFSCME COUNCIL 31)***  
***AND***  
***THE DEPARTMENT OF HUMAN SERVICES***  
***(DHS)***  
***WITH REGARD TO THE COLLECTIVE BARGAINING UNITS***  
***RC-9, RC-14, RC-28, RC-62, RC-63, RC-69***  
***JULY 1, 2000 TO JUNE 30, 2004***

***(APPLICABLE ONLY TO FORMER DMHDD FACILITIES)***



## **WORK RULES**

The Rules do not alter any Collective Bargaining Contract provision nor do they replace any existing Rules with respect to employee's conduct, except as they explicitly provide.

### **1. TARDY**

- a. When tardy, or about to be, an employee shall notify their immediate supervisor through the procedure established for such by the facility.

The employee shall make such notification as soon as possible after employee becomes aware he/she is going to be tardy.

- b. When an employee has been tardy for 5 minutes or more such tardiness shall be recorded for possible pay deduction as herein specified. When such recorded tardiness accumulates to a period of 4 hours in any one calendar nine-month period beginning 7-1-78 and each 9 calendar nine-month thereafter, the employee may be docked 4 hours pay on the first pay check possible after the 4 hour accumulation (Only RC-9).

### **2. ABSENCE**

In the cases where an employee has not made advance arrangements or in cases of sick days, been unable to give notice, the employee shall notify his/her immediate supervisor of an unanticipated absence from work before the start of his/her shift, if possible, and shall supply, through the procedure established by the facility the following information: name; reason for absence, anticipated date of return, if possible; and, type of time employee is requesting to use, if any, to cover absence.

### **3. SICK TIME**

- a. When an employee has exhausted sick time, the employee will be permitted to use vacation time, personal time or any accumulated time such as holidays for sick time provided that there is no question that the employee's need for sick time is justified.
- b. An employee may be required to submit a doctor's slip to his/her supervisor after 5 consecutive work days of use of sick time.

### **4. MOTOR VEHICLE OPERATION**

- a. Employee's private vehicles may be operated on facility grounds in conformity with the driving regulations established at the local facility.

- b. Repeated violations of such regulations shall result in employee's driving restrictions for varying periods of time, dependent upon the number of violations and the nature of such, and shall not be subject to other discipline, except that more severe driving restrictions may be imposed for violations of any original restrictions and an employee may be charged with insubordination if such restrictions are violated.

## **5. DISCIPLINE**

The basic principle for discipline is to improve or correct an employee's behavior. Discipline is to be given in a manner that is consistent, uniform, and progressive, based, however, on the circumstances of the alleged infraction and the record of the employee involved.

## **6. MAILING ADDRESS**

Employees should use their home address for personal mail. However, should personal mail be delivered to the work location for an individual employee, it will be delivered to that employee unopened.

## **7. TELEPHONES**

Telephones present on job locations ordinarily are to be used only for local calls for work-related purposes. However, employees will be allowed reasonable use of facility telephones for local calls necessitated by important and personal reasons.

## **8. TIME NOTIFICATION**

Time statements are to be issued monthly to each employee listing all vacation days, personal business days, sick days, accumulated time such as holidays, accumulated time to date and used during the proceeding month.

## **9. OUTSIDE EMPLOYMENT**

Outside employment is not prohibited provided that such employment shall not in any way interfere with the employee's performance in his/her primary occupation of a State employee.

## **10. DESIGNATED SUPERVISION**

Employees shall be notified by the employer who his/her immediate supervisor is and who is designated as a supervisor when the regular supervisor is absent. Such supervisor shall be responsible for the instruction and direction of that employee.

- a. Management, at each work location, shall designate that person to whom a request for Leave of Absence shall be presented by the employee.

## 11. SCHEDULE CHANGES

Except as otherwise provided by the Collective Bargaining Agreements, and in the cases of extreme emergency situations, employees shall be given at least 10 days notice of change of regular shift, permanent job assignment or days off.

## 12. GIFTS FROM CLIENTS & FAMILY

Employees shall not accept bribes. Employees shall not knowingly accept gifts or gratuities from residents or relatives of residents, except those who are relatives of the employee or such as allowed by the policy of the employer. The restriction with regards to residents and relatives of residents shall only apply if the association with the employee began as a result of the employee's employment with the agency.

## 13. INVESTIGATIONS

- a. The use of investigative techniques shall be in the spirit of fact-finding and in a cordial manner and in an atmosphere so as not to embarrass the employee in front of the public or his/her fellow employees.
- b. The consideration given to all individuals is the presumption of innocence until substantial evidence indicates otherwise.
- c. All employees are obligated to cooperate with an official investigation. Employees shall be provided union representation in accordance with Article IX Section 6(b) of the Master Contract when providing statements in the course of an official investigation.
- d. When an investigation provides the employee with reasonable grounds to believe that discipline may result to the employee, such employee shall have the right to Union representation. This in no way restricts the employee's right to Union representation during such investigation with regards to grievance representation under the provisions of the Collective Bargaining Agreement.

14. The employer shall give employees the necessary training with regards to the use of reasonable means to protect a resident from injury and harm to him/herself, another resident or employee. The employer shall issue no unreasonable rules with regards to this subject.

The parties agree that the Standing Labor Relations Committee shall meet as necessary to discuss and agree to any amendments, changes, or additions to this Agreement.

DHS Work Rules Signature Page

Shirley Furbey  
FOR DHS

4/25/01  
Date

Michael J. Plummer  
FOR AFSCME COUNCIL 31

4/25/01  
Date

## MEMORANDUM OF UNDERSTANDING

### **TRANSFER OF SURPLUS STAFF-NON RESIDENTIAL FACILITIES CONTRACT REFERENCE: ARTICLE XX**

#### **I. Purpose and Scope**

The parties agree to the following procedures where management declares that a surplus of staff exists in one or more work locations (work location shall be by local office, or non-local office unit, section, bureau or division, where appropriate, within the physical work site) and a shortage of staff exists in one or more other work locations as a result of a movement of work (or planned movement of work) from one or more locations to another location, or staffing allocation changes. Where function(s) of a unit(s) is/are administratively moved from one work location to another, the staff performing the function will follow the unit. In transferring of cases between offices in Community Operations, the transfer of surplus staff will apply.

#### **II. Implementation**

##### **A. Same Geographic Area (Cook County)**

1. On a volunteer basis, staff will be transferred in the same or equal rated (if qualified) position classification to their choice of work location on the basis of seniority.
2. Lacking volunteers, staff will be transferred in the same classification in the order of reverse seniority.
3. The Agency shall treat all offices considered as having a surplus and shortages equally and as a group during the same time frame for implementation of Sections II, A.1. and II.E.
4. In Community Operations, if a new office is opened, and work is transferred from one or more existing office(s) to that new office, then, the resulting surplus staff at the sending office(s) will be transferred to the new office applying the "voluntary, involuntary" procedures described in 1. and 2. above.

In order to avoid the transfer of surplus staff when a surplus staff declaration has been made, the Agency may temporarily assign, in inverse seniority, such surplus staff, the duties and responsibilities of a lower classification within their classification series for not more than 6 months during a calendar year. Such time period may be extended by mutual agreement of the parties.

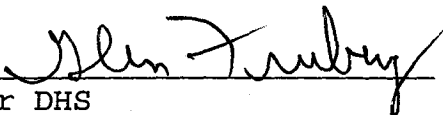
B. Different Geographical Area (Outside Cook County)

1. Surplus staff transfer are to be first offered on a voluntary basis.
2. Such surplus staff will be allowed to first fill vacant positions having the same or equal rated classification on a voluntary basis and on the basis of seniority.
3. Surplus staff refusing a voluntary transfer may be subject to the layoff provisions of the Master Contract.
4. In any county with more than one office site, the Agency shall treat all offices considered as having a surplus and shortages equally and as a group during the same time frame for implementation of Sections II, A.1. and II.E.
5. In local offices within Community Operations, surplus staff shall be declared specifically within one of the DHS Regions.

C. Prior to the implementation of sub-section II.A. or II.B. of this Supplemental, the Union and affected employees will be notified at least 5 working days in advance of such implementation date, except the sub-section II.B.3. remains 30 days as prescribed by the Master Contract.

D. Subsequent to the declaration of surplus staff, and until after the effective date of the transfer of surplus staff, the Agency will not fill vacancies in the classification(s) affected in the office(s) losing staff by hiring new employees.

- E. A notice of "surplus staff" will be posted for 5 working days in all of the offices having surplus. The notice will indicate the number and classification of surplus. Also, it will indicate all of the offices having vacancies in those classifications. The notice will advise those interested in transferring to one or more vacancies to advise the Division Personnel Office of preferences by the end of the posting period. The Personnel Office will handle these bids per Section II.A.1. and 3. and II.B.1. and 2.

  
For DHS

4/25/01  
Date

  
For AFSCME Council 31

4/25/01  
Date

**Resolution in Settlement  
of Arbitration No. 3586**

The parties agree that the following resolves the above captioned case and the outstanding issue of Supplemental #17, Layoff, of the Supplemental Agreement between the Department of Human Services and AFSCME effective July 1, 1997 through June 30, 2000.

**I. Implementation of Layoff**

- A. After a decision is made to target bargaining unit employee(s) for layoff at a work location within the Division of Community Operations, (work location is considered to be the county), even where more than one work site exists, the Department shall target the least senior employee(s) in the work location in the classification title subject to layoff. If after implementation of a layoff Management determines a realignment of staff is necessary, the Transfer of Surplus Staff Provisions of the Supplemental Agreement will be utilized.
- B. No certified or probationary employee within a work location (as defined above) shall be laid off until all temporary, contractual, provisional, emergency employees, Illinois Work Experience Program Workers, Summer Youth Program Workers, Unemployed Parent Work Employment Workers, Green Thumb Workers, Community Work Experience Program Workers, or other non-profit workers in that work location have been laid off/terminated. No such workers may be employed while a recall list exists for bargaining unit employees for the work location.

In the application of this provision, "contractual employees" shall mean workers on a personal service and/or vendor service contract and performing duties reasonably within the scope of the Position Classification Specification(s) of the bargaining unit employees targeted for layoff in the work location.

- C. Initial assessment, reconciliation, job readiness, job retention and referrals for the following categories of services shall continue to be performed by DHS bargaining unit employees. In addition, overall follow-up and case management shall continue to be performed by DHS bargaining unit employees. Except that vendors will, as part of their vendor service contracts, continue to perform specific follow-up and case management with respect to the specific service provided. The following categories of services currently performed by contractual services with the Department are exempt from consideration under Section 1(B), provided that assessments,



reconciliation, job readiness, job retention, referrals, follow-up and case management are performed in accordance with this paragraph.

1. Substance Abuse

Substance abuse services are provided through contracts with private corporations which are DHS Licensed to provide screening and assessment, outpatient, intensive outpatient, residential rehabilitation, and recovery home services. In addition, a limited number of licensed providers are funded to provide screening and assessment, outpatient, intensive outpatient, residential rehabilitation, and recovery home services. In addition, a limited number of licensed providers are funded to provide child care and other support services, directly related to Substance Abuse.

2. Domestic Violence

Domestic violence programs provide crisis intervention and prevention services to adult victims of domestic violence and their children and to Illinois communities. Services can include shelter, crisis hotlines, counseling advocacy, information and referral, transportation, supplemental services, and community outreach and education.

3. Mental Health Services

Community Mental Health Grants are provided to comprehensive community mental health centers for screening and assessment and for the purpose of providing outpatient treatment and community support services for persons with a mental illness. These outpatient grants employ treatment interventions which ensure the individuals' ability to live and work in the community of their choice.

4. ESL Literacy

ESL Literacy services are for individuals, primarily refugees, who live in the U.S. and know only their native language and customs. Services must deal with the language barrier as well as emotional, psychological and social problems affecting the individual because of moving from a different county.

5. Front Door Service

Services targeted to individuals who apply for cash assistance from the Department of Human Services and who may remain off further assistance if their immediate need is met without establishing a cash assistance case file to become a client. If this is not possible, the individual is referred to the local office for intake and assessment.

6. ADA Job Coach

ADA assistants may do a variety of tasks for a DHS employee with a disability. The specifics will depend on the actual accommodation approved but the most common examples are: reading for a blind employee, retrieving files for an employee with a mobility impairment and performing other tasks (such as typing or filing) requiring fine motor skills for an employee with some form of motor disorder (cerebral palsy, muscular dystrophy).

7. Transportation

Services for the establishment and/or expansion of transportation routes, the purchase of vehicles and transportation for clients to and from work.

8. Community Colleges

Assessment, case management training, retention and job upgrade services and placement of both TANF and former TANF clients. Programs include accredited courses, case management including tutoring, and issuances of necessary support services necessary to successfully complete educational goals and employment.

9. Employment and Training

Services targeted to those hardest to serve clients with a combination of barriers which include substance abuse, domestic violence, childcare, transportation, etc. Employment and Training contracts provide specialized services to clients who have been unsuccessful in obtaining or retaining employment. Daily contact, monitoring and follow-up are required to ensure the client is actively participating and progressing toward their path to self sufficiency.

This list of contracts are those currently being utilized for FY-01 for this category and is subject to change with timely notice to the Union.

- a. 362167774 Abraham Lincoln Center
- b. 362166997 Boys & Girls Clubs of Chicago
- c. 362169136 Chicago Commons Association
- d. 363698127 Chicago Employment Services (STRIVE)
- e. 390808491 Goodwill Industries of Southeastern Wisconsin & Metro
- f. 364119256 Infinity Cultivation Center, Inc.
- g. 366126860 Lakeside Community Committee
- h. 362762168 Safer Foundation
- i. 364163025 Community Career and Technology Center, Inc.
- j. 371101617 Blaine Street Full Gospel
- k. 0662522 Lessie Bates Davis Neighborhood House

- l. 371360810 New Directions
- m. 371173520 South Side Office of Concern
- n. 371200731 Southern Illinois Collegiate
- o. 370661266 YWCA of Peoria
- p. 362174839 YWCA Rockford

10. Pay After Performance/Work First and Earnfare

These contracts provide employment and training services as well as intensive case management services to clients. Clients in these programs have to actually perform assigned duties in order to earn their assistance check under Work First or their food stamps under Earnfare. Providers must closely track all activities and progress, and issue assistance payments to clients, on an hourly wage basis for the hours worked.

This list of contracts are those currently being utilized for FY-01 for this category and is subject to change with timely notice to the Union.

- a. 36005889 Asian Human Service of Chicago, Inc.
- b. 363005889 Asian Human Service of Chicago, Inc.
- c. 362166997 Boys and Girls Clubs of Chicago
- d. 362757763 Cabot, Inc.
- e. 361211270 Central States Service
- f. 362256023 Chicago Area Project
- g. 364316936 Community Assistance Programs
- h. 363242702 Employment Employer SER
- i. 362170135 Hull House Db a Jane Addams
- j. 383852710 Institute for Positive Mental Health
- k. 364031837 Lepenseur Youth Service
- l. 363530797 Midwest Assoc. Comm. & Ind. (MACID)
- m. 363360198 Pyramid Partnership, Inc.
- n. 362961829 Shorebank Neighborhood
- o. 362654921 South Suburban Council on Alcohol & Sub. Abuse
- p. 362582084 The Woodlawn Organization
- q. 363807243 United Services/Chicago %Loan Dept. Seaway Nat'l.
- r. 363147958 William Moorehead & Assoc.
- s. 364235837 Women's Res. Assist. Program
- t. 362179782 YMCA of Metropolitan Chicago
- u. 363883523 ABJ Community Services Inc.
- v. 362166997 Boys and Girls Clubs of America
- w. 362170821 Catholic Charities Arch. Of Chicago
- x. 363909008 CJB Communications
- y. 362743287 Clinic in Altgeld, Inc.
- z. 362969062 Habilitative Systems, Inc.
- aa. 362598637 Kenwood Oakland Comm. Org.
- bb. 362961829 Shorebank Neighborhood
- cc. 363807243 United Services/Chicago %Loan Dept. Sea Natl.

11. Child Care Referrals

DHS Casework staff provide the client with the 800 number for the Child Care Resource & Referral (CCR&R) network, provide as appropriate, the client with brochures and pamphlets related to child care and development, and on occasion issue one time mercury warrants for the TANF client who begins employment. The CCR&R determines the client's eligibility for the child care subsidy program both at intake and redetermination, calculates the client's monthly co-payment, processes the monthly payment to the client's child care provider, provides the client with eligibility and payment notices, and assists the client in understanding the kinds of available child care.


The above listing of categories (1-11) is subject to change with timely notice to the Union. Any additional or amended categories is subject to mutual agreement of the parties. The absence of such agreement does not prohibit the Department from contracting for those services but will not be considered as an exemption from Section I(B).

II Bumping Priority

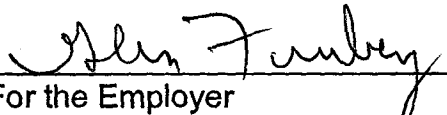
- A. 1<sup>st</sup> Step - for all bumping priorities (Article XX, Section 3c through 3h) the work location shall be defined as the county.
- B. 2<sup>nd</sup> Step - for all bumping priorities 2<sup>nd</sup>, 4<sup>th</sup> and 6<sup>th</sup> steps the bumping shall take place in the Region, not applicable to Cook and Sangamon Counties, and such bumps shall be permissive.
- C. Nothing in this supplemental shall diminish an employee's rights under Article XX, Section 3(1) of the Collective Bargaining Agreement.

III. For all other employees of the Department regarding all applications of layoff Article XX of the Master Collective Bargaining Agreement shall apply.

IV. The parties further agree that this resolution and amendment to the Supplemental shall become part of the Agreement effective July 1, 2000 through June 30, 2004.

  
For AFSCME

4/25/01  
Date

  
For the Employer

4/25/01  
Date

The following shall be added to the Department of Human Services' Supplemental Agreement:

MEMORANDUM OF UNDERSTANDING

Gender Assignment

(AFSCME Council 31 and DHS)

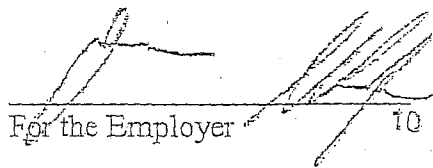
The purpose of this agreement is to establish gender based assignments for Residential Care Workers at the Illinois School for the Deaf, Illinois School for the Visually Impaired and ICRE - Roosevelt.

Male Residential Care Workers (RCW's) at the above listed schools will be assigned male students in the male dorms. Female Residential Care Workers (RCW's) at the above listed schools will be assigned with female and male students in the respective dorms. During the annual bid at each school, males will only be allowed to bid on male student dorms and females will be allowed to bid on female and male student dorms.

This agreement applies solely to the Illinois School of the Deaf, Illinois School for the Visually Impaired and ICRE - Roosevelt.



\_\_\_\_\_  
For the Union

  
\_\_\_\_\_  
For the Employer 10

Executed: July 1, 2000

Renewed: July 1, 2004

Moved to DHS Supplemental: September 5, 2008

The following shall be added to the Department of Human Services' Supplemental Agreement:

SIDE LETTER

ISVI and ICRE Roosevelt Academic Educators

The parties agree that beginning with the 2000-2001 school year Academic Year Educators at the Illinois School for the Visually Impaired and Illinois Center for Rehabilitation and Education Roosevelt shall be paid a monthly wage rate equal to the base rate of pay for those Academic Year Educators at the Illinois School for the Deaf. This agreement also provides for the elimination of Steps 1C, 1B, and 1A from Part LXII of Schedule A of the current AFSCME Master Collective Bargaining Agreement for only the aforementioned Educators.

The parties also agree that beginning with 2000-2001 school year permanent, full time Academic Year Educators as ISVI and ICRE Roosevelt shall earn vacation based on the following schedule:

From completion of one (1) year of service until the completion of ten (10) years of service: three (3) workdays per year of employment.

From completion of ten (10) years of service until the completion of fourteen (14) years of service: five (5) workdays per year of employment.

From completion of fourteen (14) years of service until the completion of nineteen (19) years of service: eight (8) workdays per year of employment.

From completion of nineteen (19) years of service until the completion of twenty-five (25) years of service: eleven (11) workdays per year of employment.

From completion of twenty-five (25) years of service: fourteen (14) workdays per year of employment.

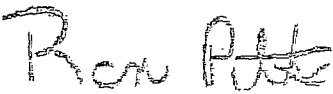
Pursuant to this agreement the current work schedule for Academic Year Educators at ISVI of 8:00 to 3:45 shall remain in effect.

The Side Letter shall become effective at the beginning of the 2000-2001 school year and shall remain in effect consistent with the term of the Master Collective Bargaining Agreement between AFSCME and the State of Illinois


The following shall be added to the Department of Human Services' Supplemental Agreement:

ISD & ISVI Furloughed Employees' Creditable Service Date  
Side Letter

Any bargaining unit employee, who is furloughed at the Illinois School for the Deaf (ISD) and (ISVI), shall retain their creditable service date while on furlough leave.



For the Union

  
For the Employer

Executed: July 1, 2004

Moved to DHS Supplemental: September 5, 2008

The following shall be added to the Department of Human Services' Supplemental Agreement:

MEMORANDUM OF UNDERSTANDING

ISD and ISVI In-Service Days for Residential Care Workers and Dietary Support Service Workers

The parties agree the following shall represent the in-service training days beginning with the 2004-2005 school year:

ISVI

ISD

Dietary Support Service Workers

Mandatory In-Service Training – 2 days

Mandatory In-Service Training – 2 days

Voluntary In-Service Training – 2 days

Voluntary In-Service Training – 2 days

Residential Care Workers

Mandatory In-Service Training – 2 days

Mandatory In-Service Training – 2 days

Voluntary In-Service Training – 8 days

Voluntary In-Service Training – 10 days

Effective July 1, 2010, voluntary in-service training days for Dietary Support Service Workers and Residential Care Workers at ISVI and ISD shall increased by two (2) days

The Employer reserves the right to schedule both mandatory and voluntary in-service training days.

The Employer reserves the right to conduct any of the in-service training days at either school as appropriate and arrange for the RCW's and Dietary SSW's to attend where the training is scheduled.

All in-service training days shall be paid at the straight time rate.

The agreement shall become effective at the beginning of the 2004-2005 school year and shall remain in effect consistent with the terms of the Master Collective Bargaining Agreement between AFSCME and the State of Illinois scheduled to become effective July 1, 2004.



Ron Pitt

For the Union

[Signature] [Signature]  
For the Employer 10

Executed: July 1, 2000

Revised: July 1, 2004

Revised/Moved to DHS Supplemental: September 5, 2008


Addendum  
to the  
Department of Human Services Supplemental Agreement  
between  
DHS  
And  
AFSCME Council 31  
Parking Space Assignment for Bargaining Unit Employees

Regarding the consolidation of office space and redistribution of assigned parking at the Wood Street Building in Chicago, IL during October of 2016, the parties agree as follows:

1. Available parking spaces for AFSCME bargaining unit employees in the main Wood Street Building parking lot shall be assigned to bargaining unit employees currently assigned to the Wood Street Buildings on the basis of seniority, regardless of bargaining unit or position classification.
2. The initial reassignment of parking shall be completed by November 1, 2016 unless mutually agreed otherwise.
3. Those employees not receiving an assigned spot during the initial assignment of parking spaces shall be placed on a waiting list in order of seniority.
4. Any bargaining unit employees who are subsequently assigned to the Wood Street Building shall be added to the list in order of seniority among those already populating the list.
5. Seniority ties shall be broken by lottery conducted jointly by the parties.
6. Bargaining unit employees on the waiting list shall receive an assigned parking space as they become available with such assignment occurring a reasonable period of time after the parking space is vacated.
7. After the initial reassignment no employee shall be "bumped" from their parking space by another bargaining unit employee except as provided for in sections 8 and 10 of this Agreement.
8. The Employer reserves the right to designate additional Handicapped and ADA "reasonable accommodation" parking spaces as required by law.
9. The Employer agrees to maintain four (4) Visitor parking spaces which may double as short term ADA "reasonable accommodation" parking spaces.

10. The total number of spaces reserved for bargaining unit employees shall remain at the sole discretion of the Employer.
11. If a change is made to the lease agreement between the Employer and the landlord which requires employees to pay for parking, employees shall be promptly notified and be provided with cost of the parking.
12. The Employer agrees to provide employees with notice of this change, seniority roster, information on remote free parking lots, information on nearby pay per use parking lots and information on pre-tax payroll deduction for parking fees.
13. The parties agree to meet within sixty (60) days after implementation for review of the agreement.

This agreement shall be in full force and effect through the term of the most current DHS Supplemental Agreement and shall be renewed with the renewal or extension of said agreement.

  
For the Department of Human Services

10/21/2016  
Date

  
For AFSCME Council 31

10/21/16  
Date

\_\_\_\_\_  
For AFSCME Local 2854

\_\_\_\_\_  
Date