

CHANGES FOR RATIFICATION

FINAL TENTATIVE AGREEMENTS BETWEEN THE SECRETARY OF STATE AND SEIU, LOCAL 73

BOLD and underlined is new language

~~Strikethrough~~ is being removed or replaced

Normal print was there before and stays as it was

1. Revise **Preamble** as follows – T/A 8/2/17:
This Agreement is made and entered into as of ~~August 2, 2017~~ **July 17, 2013**, by and between the State of Illinois Office of the Secretary of State (hereinafter referred to as the “Secretary”) and SEIU, Local 73, Service Employees International Union, Change to Win, CLC (hereinafter referred to as the “Union”) on behalf of the employees in the positions identified in the bargaining unit set forth in Article 1 below.
2. Revise **Article 1 – Recognition, Section 1.1, Inclusions – Clerical Bargaining Unit** as follows – T/A 6/18/15:

The Secretary recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining for positions in the following class titles that fall outside the Illinois State Library, Illinois State Archives, Securities Department, and successor positions:

<u>CLERICAL UNIT POSITION TITLE</u>	<u>SALARY GRADE</u>
Account Clerk	€9A C4
Account Technician I	€9 C7A
Account Technician II	€11 C9A
Automotive Attendant	€10 C7B
Automotive Body Specialist	€12 C10
Auto Parts Auditor	€10 C7B
Auto Service Mechanic	€16 C13
Bindery Operator	€8 C5A
Communications Network Controller I	€9 C6
Communications Network Controller II	€10 C7B
Computer Mailing Machine Operator I	€7 C2
Computer Mailing Machine Operator II	€11 C9A
Computer Output Microfilm Operator	€9 C7A
Computer Output Microfilm Operator Lead	€11 C9A
Computer Production Specialist I	€9 C6
Correspondence Operator I	€7 C2
Correspondence Operator II	€9 C6
Data Center Specialist I	€9 C6
Data Input Associate	€9 C6
Data Input Controller	€7 C2
Data Input Lead	€11 C9A
Intermittent Account Clerk	€9 AC5
Intermittent Computer Mailing Machine Operator	€7 C2
Intermittent Correspondence Operator I	€7 C2
Intermittent Correspondence Operator II	€9 C4
Intermittent Data Input Associate	€9 C4
Intermittent Data Input Controller	€7 C2
Intermittent Micrographic Equipment Operator	€8 C3
Intermittent Motor Vehicle Regulations Tech I	€11 C7
Intermittent Motor Vehicle Cashier	€9B C8
Intermittent Operations Assistant	€7 C2
Intermittent Operations Associate	€9 C4

Intermittent Operations Clerk	C5 <u>C1</u>
Intermittent Public Service Clerk	C5 <u>AC6</u>
Intermittent Public Service Representative	C9C <u>C9</u>
Intermittent Tour Guide	C8 <u>C3</u>
Microfilm Laboratory Technician	C9 <u>C7A</u>
*Micrographic Equipment Operator	C8 <u>C5A</u>
Micrographic Equipment Operator Lead	C10 <u>C7B</u>
Motor Carrier Technician	C12 <u>C10</u>
Motor Vehicle Cashier	C11A <u>C12</u>
Motor Vehicle Regulations Technician I	C11 <u>C9A</u>
Operations Assistant	C7 <u>C2</u>
Operations Associate	C9 <u>C6</u>
Operations Clerk	C5 <u>C1</u>
Printing Equipment Operator I	C8 <u>C5A</u>
Printing Equipment Operator II	C13 <u>C11</u>
Public Service Clerk	C7A <u>C5</u>
Public Service Representative	C11A <u>C12</u>
Returned Check Collector	C13 <u>C11</u>
Secretary I	C9 <u>C10A</u>
Stores Clerk	C5 <u>C1</u>
Teletype Operator	C10 <u>C7B</u>
Tour Guide	C8 <u>C5A</u>

~~*Effective July 1, 2007, Full-time and Intermittent Micrographic Equipment Operator titles were upgraded from C7 to C8, on the condition that, if the work performed in such titles changes from microfilm to imaging, the title shall become part of the existing Operations Assistant title and shall thus revert to Salary Grade C7.~~

3. Revise **Article 1 – Recognition, Section 1.2.1** as follows – T/A 6/18/15:

The Secretary recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining for positions in the following class titles that fall outside the Illinois State Library, Illinois State Archives, Securities Department, and successor positions:

<u>PROFESSIONAL UNIT POSITION TITLE</u>	<u>SALARY GRADE</u>
Accountant I	P1 <u>P10</u>
Accountant II	P3 <u>P14</u>
Accountant III	P5 <u>P18</u>
Administrative Assistant I	P3 <u>P8</u>
Administrative Assistant II	P5 <u>P14A</u>
Administrative Assistant III	P8 <u>P16</u>
Administrative Clerk	P1 <u>P3</u>
Auto Parts Auditor Supervisor	P2 <u>P7</u>
Business Service Representative	P5 <u>P12</u>
Business Service Specialist	P8 <u>P19</u>
Communications Network Technician	P5 <u>P12</u>
Computer Production Specialist II	P3 <u>P8</u>
Computer Production Specialist III	P5 <u>P12</u>
Data Center Specialist II	P3 <u>P8</u>
Data Center Specialist III	P5 <u>P12</u>
Drivers License Hearing Officer	P4 <u>P8</u>
Formal Hearing Officer	P6 <u>P15</u>
Graphic Arts Illustrator	P1 <u>P1</u>

Internal Auditor I	P6 <u>P15</u>
Internal Auditor II	P8 <u>P19</u>
Medical Review Specialist	P8 <u>P19</u>
Methods & Procedures Advisor I	P4 <u>P8</u>
Methods & Procedures Advisor II	P6 <u>P13</u>
Methods & Procedures Advisor III	P8 <u>P17</u>
Microfilm Lab Technician Lead	P1 <u>P6</u>
Motor Carrier Reciprocity Prorate Auditor	P8 <u>P19</u>
Motor Vehicles Regulations Technician II	P2 <u>P7</u>
Private Secretary I	P3 <u>P7A</u>
Private Secretary II	P5 <u>P11</u>
Program Compliance Representative	P5 <u>P12</u>
Public Information Representative I	P2 <u>P8</u>
Public Information Representative II	P4 <u>P10A</u>
Safety & Financial Responsibility Hearing Officer	P4 <u>P8</u>
Secretary II	P1 <u>P11</u>
Training Specialist	P6 <u>P13</u>

4. Revise **Article 1 – Recognition, Section 1.2.3** as follows – T/A 6/18/15:

Subject to the Illinois State Labor Relations Board certification, specified positions in the following titles that fall in the Departments of Administrative Hearings, Budget and Fiscal Management, Business Services, Communications, Court of Claims, Driver Services, Index, Legislative Affairs, Police, Vehicle Services, and Merit Commission shall be included in the Professional Bargaining Unit as outlined in Article 1.2.1 above:

Accountant IV	P6 <u>P20</u>
Accountant V	P9 <u>P21</u>
Auto Parts Auditor Supervisor	P2 <u>P7</u>
Drivers Facility Manager I	P5 <u>P12</u>
Drivers Facility Manager II	P6 <u>P15</u>
Executive I	P5 <u>P12</u>
Executive II	P6 <u>P15</u>
Office Operations Supervisor	P4 <u>P8</u>
Printing Equipment Supervisor	P4 <u>P8</u>
Public Service Supervisor	P4 <u>P8</u>

5. Revise **Article 4 – Non-Discrimination, Section 4.2** – as follows – T/A 6/18/15:

Neither the Secretary, nor the Union, shall discriminate or show any form of harassment against any employee or supervisor because of race, *pregnancy, childbirth or medical or common conditions resulting from pregnancy or childbirth*, creed, color, national origin, sex, age, religion, mental or physical *disabilities handicaps, citizenship, veteran status, genetic information*, political beliefs or activities, marital or civil union status, ~~or~~ sexual orientation, *or on any other basis prohibited by law*.

6. Revise **Article 6 – Discipline, Section 6.5, Removal of Discipline** – as follows – T/A 6/18/15:

Any notations of written warnings imposed for tardiness or absenteeism shall be removed from an employee's official record if, from the date of the last warning, one (1) year passes without the

employee receiving an additional warning or discipline for any offense. Any notations of written warnings for other causes shall be removed from the employee's record based on the above criteria after one (1) two (2) years. Any suspensions of three (3) days or less, imposed for tardiness or absenteeism, shall be removed from an employee's official record if, from the date of the last disciplinary action, two (2) years pass without another disciplinary action. Such removals shall only be done at the written request of the employee. Any written warning which could have been removed pursuant to the guidelines above yet remaining in an employee's file shall not be used for continued progressive discipline.

No disciplinary action taken for harassment or discrimination shall be removed from an employee's official record.

7. Revise **Article 6 – Discipline, Section 6.6.2** – as follows – T/A 6/18/15:

The purpose of the conference shall be limited to the presentation by management of the specific reasons for the discipline to be imposed, including any non-confidential documentation for the discipline, and any rebuttal or clarification of the facts, and/or mitigating evidence by the employee. Any suspension administered under Rule 420.430(d) (~~e~~) of the Department of Personnel Rules shall not be subject to the provisions of this section.

8. Revise **Article 7 – Grievance Procedure, Section 7.3.3** as follows – T/A 7/7/15:

If the Employer fails to respond within the prescribed time limits, the grievance will automatically proceed to the next step. *This automatic advancement does not apply to arbitration.*

9. Revise **Article 10 – Evaluations, Section 10.1** – as follows – T/A 7/7/15:

Evaluations May Be Required Annual evaluations may be required for all positions in the Bargaining Unit as defined in Article 1 of this Agreement. Such individuals shall be evaluated annually and prior to the end of any probationary period. It is further understood that, for promotions and/or transfers, evaluations are considered to be a ~~n-integral~~ part of the selection process.

11. Revise **Article 11 – Working Conditions, Safety, And Health, Section 11.10.2, Definitions** as follows:

Definitions

- (a) Persons Subject to Testing: Current employees may be tested when reasonable suspicion exists that the employee is under the influence of drugs or alcohol.
- (b) Reasonable Suspicion: Reasonable suspicion exists if certain objective facts and circumstances warrant rational inferences that a person may be under the influence of alcohol or a banned substance. ~~A second verification by a supervisor, when possible, shall be conducted.~~ Illustrative, but not all-inclusive criteria of reasonable suspicion are (generally, a person under the influence exhibits a combination of such criteria):
- (1) A pattern of abnormal conduct or erratic behavior, a marked decline in work performance, excessive sick time usage.
 - (2) Information provided by reliable and credible sources ~~that is independently corroborated.~~
 - (~~23~~) Observation, such as direct observation of use and/or physical symptoms of being under the influence of alcohol or a banned substance.
 - (~~34~~) Difficulty walking, slurred speech, needle marks, glazed stare.
 - (~~45~~) Possession of alcohol or a banned substance.

Upon completion of the test, the employee shall be transported to his/her residence. Under no circumstances shall an employee suspected of being under the influence of alcohol or using drugs be allowed to leave the work site or the test site driving his/her own or an Employer vehicle. The employee shall remain in paid status until the results are received.

Testing for alcohol shall be by evidential breath testing (EBT) and for drugs shall be conducted using urinalysis. Any employee testing positive for alcohol and/or drugs will be disciplined according to Employer policy.

Reasonable suspicion shall also be used if applicable to post-accident situations.

If an employee believes there is reasonable suspicion that another employee is under the influence of alcohol or a banned substance, he/she must immediately notify his/her supervisor or the Director of the Department (or designee), who will in turn immediately notify the Department of Personnel of their suspicions. If the Department of Personnel agrees that there is reasonable suspicion, the employee will be notified that a blood and/or urine specimen will be required. The Employer's reasons for requesting a "reasonable suspicion" test shall be simultaneously documented, and provided the employee signs a written release, the documentation shall be made available to the employee's union. A bargaining unit employee may request a union representative to be present at the time of testing if the bargaining agent is at the job site, prior to the employee being escorted to the "drawing" facility, in a reasonable period of time. This period should not exceed one-half (1/2) hour in length. If the bargaining agent is present, he/she will have time, not to exceed one-half (1/2) hour, to privately confer with the employee.

12. Revise Article 11 – Working Conditions, Safety, And Health, Section 11.10.3.1, Alcohol Testing – as follows:

Testing for blood alcohol content (BAC) will be required using evidential breath testing (EBT) devices approved by the Illinois State Police. Two breath tests are required to determine if a person has a prohibited alcohol concentration. A screening test is conducted first. Any result less than 0.064% alcohol concentration is considered a negative test. If the alcohol concentration reaches 0.64% or greater, this is also a positive test and the employee shall be disciplined according to the policy.

Results:

Screening Test

Less than 0.064% = negative

Greater than or equal to 0.064%, confirmation test required.

Confirmation Test

Less than 0.04% = negative

Greater than or equal to 0.064% = violation of the rule.

13. Delete Article 11 – Working Conditions, Safety, And Health, Section 11.10.5.1, Positive Test for Alcohol – which states:

~~(a) First Offense~~

~~Employee will be subject to mandatory enrollment in employee assistance program and an eight-day suspension.~~

~~(b) Second Offense~~

~~Employee shall be subject to an 18-day suspension.~~

~~(c) Third Offense~~

~~Employee shall be subject to discharge.~~

14. Revise Article 11 – Working Conditions, Safety, And Health, Section 11.10.5.2, Positive Test for Alcohol and/or Drugs – as follows:

- (a) **First Offense**
Employee shall be subject to 29-day suspension, mandatory enrollment in employee assistance program pursuant to 11.10.4., return to work and periodic random drug tests for one (1) year ~~two (2) years~~ from the effective date of the suspension. Employee shall be required to submit proof of enrollment in the employee assistance program and documentation of satisfactory completion of the treatment program. Failure to show proof in enrollment and/or completion shall be grounds for discharge.
- (b) **Second Offense**
Employee shall be subject to discharge in accordance with Department of Personnel Rules 420.430~~(d)~~(f).

16. Revise **Article 13 – Work Loads And Policies, Section 13.4, Cross Training** – as follows:

All facility employees will be subject to mandatory cross-training in all facility duties and responsibilities within the same or lower classification or paygrade, as determined by management, to assist in the operations. Management reserves the right to cross-train all other employees as needed as operations require within the same or lower classification or paygrade as determined by management. Upon request, management will offer the most senior employees the opportunity to be cross-trained first when management determines, after consideration of skills, ability and shift schedules that operations will not be adversely affected. ~~Management reserves the right to cross-train employees as needed as operations require. Semi-annually, a Chief Union Steward and the Administrator of Field Services or designee will, upon request, meet to discuss cross-training.~~

17. Revise **Article 15 – Labor-Management Meetings, Section 15.1.2** – as follows – T/A 6/18/15:

Labor-Management meetings may be requested by either party to the other by submitting a written agenda at least five (5) days prior to the date of the proposed meeting. ~~In an effort to conserve time and resources, the parties shall use telephone conferencing in lieu of in-person meeting, when possible.~~

18. Revise **Article 15 – Labor-Management Meetings, Section 15.3.2** – as follows – T/A 6/18/15:

The meetings shall be held in locations most convenient to the topics being discussed with at least one statewide meeting per calendar year being held in the Chicago Metro area. In an effort to conserve time and resources, the parties shall use telephone conferencing in lieu of in-person meeting, when possible.

19. Revise **Article 24 – Hours Of Work, Section 24.4.3** – as follows – T/A 6/18/15:

Compensatory time shall be scheduled at the employee’s preference excepting in those circumstances where, with reasonable certainty, such absence would be harmful to the operation of the work unit. Compensatory time may not be used in increments of less than ½ hour at a time, but, in conjunction with the first ½ hour, may be taken in additional 15-minute increments. Requests for use of compensatory time ~~of one-half day or more~~ must be in writing and be made in advance of the requested time off, ~~whenever possible.~~

20. Delete **Article 25 – Extended Travel Assignments, Section 25.1, Applicability** – which states – T/A 6/18/15:

~~This article shall be limited to those bargaining unit members who travel away from home and out overnight on a routine basis for periods of time of five (5) or more consecutive days.~~

21. Delete Article 25 – Extended Travel Assignments, Section 25.2, Notification – which states – T/A 6/18/15:

~~The Employer will provide advance notice for those bargaining unit employees whose regular duties include out-of-state assignments. Such notice will be as early as can reasonably be done while considering the needs of the Employer.~~

22. Delete Article 25 – Extended Travel Assignments, Section 25.3, Communication to Employees Residence – which states – T/A 6/18/15:

~~Employees assigned to work away from home for a period of five (5) or more consecutive working days shall be allowed to telephone their residence and be reimbursed for said call by the Employer. The total length of the combined calls for any five (5) consecutive day period shall not be greater than twenty (20) minutes. The employee shall not use state credit cards for these calls. Request for reimbursement for such charges shall be submitted by travel voucher. Should the employee return to his/her headquarters from travel status within five (5) or less working days, the employee will be reimbursed for a proportionate amount of the telephone cost not to exceed four (4) minutes per travel day. Employees assigned to work away from home overnight shall be allowed to make one (1) five (5) minute telephone call to their residence for each night that the employee is away from home.~~

24. Revise Article 26 – Use Of Time, Section 26.5.7, Sick Time Program – as follows – T/A 6/18/15:

The Union and the Secretary recognize the importance of proper use of sick time. The intent of sick time is to have a form of insurance for an individual employee when they are unable to work due to an illness. Sick time earned is a benefit and not a right. As a contingent benefit, the Secretary and the Union acknowledge that even as sick time is earned, it does not follow that earned sick time must be used as accrued nor that all sick time accrued must be used. Therefore the following procedures shall apply when an employee utilizes sick time:

- (a) the employee must contact their immediate supervisor or their designee within fifteen ~~one (1) hour~~ **(15) minutes** of their starting time on a normally scheduled work day or, in the case of medical appointments, at least twenty-four (24) hours in advance when possible;
- (b) when reporting in, the employee must confirm the illness with their immediate supervisor or designee; and
- (c) an employee may be interviewed upon return to work to establish a specific reason for sick time usage and current health and work limitations; to brief employees on status of work; and to review their sick time balance.

27. Revise Article 26 – Use of Time, by adding a new Section 26.7.3. as follows:

Personal leave time must be exhausted or scheduled by November 30th of each year. If management rescinds its approval of the employee's use of personal leave time scheduled to be taken after November 30th, the employee can carry over the rescinded personal leave time which must be used between January 1st and February 1st.

28. Revise **Article 26 – Use Of Time, Section 26.8, On the Job Injury** – as follows – T/A 6/18/15:

Any employee who suffers an on the job injury or who contracts a service related disease shall be allowed the paid days off specified in Department of Personnel Rules, Section ~~420.760(g)~~ ~~420.630~~ without being required to utilize accumulated sick leave or any other accrued time, if a worker's compensation claim is filed and approved. The provisions of Section ~~420.760(g)~~ ~~420.630~~ shall prevail. Sick time may be used for a job related injury, which is verified by a certified medical practitioner, if so requested by the employee. Such request shall not be unreasonably denied.

29. Revise **Article 26 – Use Of Time, Section 26.9, Testing and Employment Interviews** – as follows:

Up to three (3) times per calendar year, employees shall be allowed time off without loss of pay to take employment tests in the Office of the Secretary of State or to interview for promotional positions in the Office of the Secretary of State. *Reasonable travel time will be paid for time spent traveling to and from the employee's work location to the interview/test site during the employee's regularly scheduled work hours. The amount of travel time granted will be determined by the Department of Personnel annually, by January 1st of each year, based on the distance from the employer's work locations to the applicable interview/test site. The employee will be required to use his/her own accrued benefit time for time exceeding the time allowance. Mileage will not be paid for travel under this Section 26.9.* An employee must obtain prior approval from his/her supervisor or designee prior to taking an employment test in the Office of the Secretary of State. *Furthermore, the employee shall communicate their departure schedule with the supervisor and shall return to work at the conclusion of the test or interview unless other arrangements have been made with management to use accrued benefit time.* The employee's supervisor or designee shall grant the employee's request to take an employment test if it does not substantially interfere with the operating needs of the Department. Such permission shall not be unreasonably withheld.

30. Revise **Article 26 – Use of Time, Section 26.10, Bereavement** by replacing the existing language with the following:

TIER 1 FOR BEREAVEMENT TIME

Upon the death of family members in Tier 1, employees will be granted up to three (3) paid days off for bereavement time for any reason. The bereavement time must be utilized within seven (7) working days upon the death of the family member as defined in this section. The employee is encouraged to use only the amount of time needed in relation to the death of the immediate family member, and the employee shall determine what is appropriate, and in compliance with the terms of this section.

Any bereavement time that is requested beyond the seventh (7th) working day for family members in Tier 1 shall only be approved if it occurs on the employee's work day and it directly relates to an official service such as a funeral, wake, celebration of life, etc. This does not include such items as, but not limited to, family gatherings or ceremonies, traveling, time of mourning or grieving, handling the estate, or any type of arrangements.

The immediate family members covered for the purpose of Tier 1 include: father/step-father/father-in-law, mother/step-mother/mother-in-law, brother/step-brother/brother-in-law, sister/step-sister/sister-in-law, son/step-son/son-in-law, daughter/step-daughter/daughter-in-law, spouse, parties to a marriage or parties to a civil union, domestic partner (established prior to 6-1-11), children (including adopted, custodial or in law). In order to qualify for the bereavement time, the employee must complete the Secretary of State Bereavement Form and provide written documentation to substantiate the use of bereavement time.

TIER 2 FOR BEREAVEMENT TIME

Employee will be granted up to two (2) paid days off for bereavement time to attend an official service(s) for grandparents, grandchildren, nieces, nephews, aunts and uncles. It is noted that in order to qualify for

these days, the official service must occur on the employee's work day. Official service will include a funeral, wake, celebration of life, etc. This does not include such items as, but not limited to, family gatherings or ceremonies, traveling, time of mourning or grieving, handling the estate, or any type of arrangements. In order to qualify for the bereavement time, the employee must complete the Secretary of State Bereavement Form and provide documentation to substantiate the use of bereavement time.

33-40. Revise **Article 29 – Job Posting** as follows:

29.1 Clerical Bargaining Unit

29.1.12 When Posting or Notification of Intent to Fill Is Not Required

- (a)** No posting ~~or intent to fill~~ notification shall be required for public service positions (Public Service Representative, Public Service Clerk and Motor Vehicle Cashier), a reinstatement when such reinstatement is within twelve (12) months of the date of separation, a lateral transfer, when two employees are trading positions, a downward reallocation, or a voluntary reduction within the bargaining unit, or as provided in section 29.1.1(b)8 of this Agreement.
- (b)** No posting ~~or intent to fill~~ notification shall be required for the filling of vacant Intermittent Operations Clerk; Operations Clerk; Data Input Controller ~~in the Vehicle Services Department, Title Processing Division, Data Entry Section where internal promotions are involved. and Intermittent Operations Assistant.~~ There shall be no posting of public service positions ~~except for those located in Sangamon County.~~
- (c)** ~~Transfer of Intermittent Employees to Full-time Posted Positions~~ **Notwithstanding the provisions of this section 29.1, For non-public service positions, a posting notice is not required and Management will be allowed to automatically transfer an employee from intermittent position to a full-time position in the same title, which would otherwise be posted, on only four (4) ~~two (2)~~ occasions for a particular work unit during the term of this Agreement. Further, Management may request from the Union additional waivers for a particular unit that has already received its four (4) ~~two (2)~~ waivers, but it is within the Union's discretion whether to approve any waiver request over the initial four (4) ~~two (2)~~ automatic waivers, with both parties agreeing to sit down to discuss the request.**

For the transfer of an employee in an intermittent position into a full-time position in the same title, the following shall apply:

- (a) If an employee in an intermittent position is hired into a unit in a department and serves in that unit until they become certified, they may be considered for movement into a full-time position in that same unit after reaching certified status under these provisions.
- (b) If an employee transfers from an intermittent position in one unit to an intermittent position in another within the same department, the employee must work in that new unit for six (6) months or until reaching certification, whichever is longer, before the employee can be considered for movement into a full-time position in that same unit under these provisions.
- (c) If an employee transfers from an intermittent position in one unit in one department to an intermittent position in another unit, another department, the employee must work in that new unit, new department for nine (9) months or until reaching certification, whichever is longer, before the employee can be considered for movement into a full-time position in that same unit under these provisions.

A department seeking the transfer of an employee in an intermittent position to a full-time position in the same title, must submit to the Department of Personnel a request for such movement, along with a

justification for the movement and a confirmation from the department that the person has worked in that unit for the requisite amount of time as set forth in this Agreement.

The Department of Personnel will conduct a review of the selected employee in accordance with section 29.1.4 of this Agreement.

The Department of Personnel will provide notice to a representative designated by the Union that an automatic waiver has occurred, identifying the employee and the unit that is affected.

29.1.21 Posting Notice

If Section 29.1.1 does not apply, When a Clerical Bargaining Unit position becomes vacant, it shall be posted on ABE (Secretary of State intranet website) with a copy sent to the Union office when it has been determined that such vacancy shall be filled. The posting shall remain on ABE for ten (10) consecutive working days. The posting will contain the classification, work location, pay range, work schedule, bargaining unit designation and a brief description of the position.

~~There shall be no posting of public service positions, except for those located in Sangamon County.~~

29.1.2 SEIU employees bidding on a posted SEIU Clerical Unit position must submit a timely bid on the prescribed bid form during the posting period to the person designated on the posting notice, accompanied by a copy of the employee's most recent official Secretary of State grade notice for the vacant position. Grade notices are acceptable for promotional purposes for a period of three (3) years from the date of examination.

29.1.3 Limitations on Bidding for Posted Positions:

Employees including Probationary and Intermittent shall be allowed to respond to posting notices: 1) no sooner than **nine (9) six (6)** months after the date of initial hiring **or a probationary appointment** into the Office of the Secretary of State; 2) no sooner than **nine (9) six (6)** months after the effective date of a promotion by the employee into a position within the Office of the Secretary of State; and 3) no sooner than **nine (9) six (6)** months after the effective date of a transfer or voluntary reduction by employees who have bid on and accepted a transfer or voluntarily reduction. ~~Employees who bid on a position which is considered a promotion and who desire to return to their position may request and shall be returned to the previous position as long as the request is received by the Department of Personnel, Springfield, within fourteen (14) calendar days of the effective date of the promotion. Any requests received after fourteen (14) calendar days shall be returned to the employee.~~

~~Employees, who accept an offer of promotion to a new position and return to their previous position within the fourteen (14) calendar-day grace period, shall not be considered for a new position for three (3) months.~~

29.1.4 By-pass of Bidders for Posted Positions

Management will consider seniority, skills, ability, and other criteria including the last twelve (12) months work records, relevant to a SEIU bidder's ability to perform the posted position. The most senior qualified SEIU bidder or the selected SEIU bidder from the interview process as set forth in Article 29.1.5, will be offered the position, unless management determines from its review of the criteria above, that the most senior SEIU bidder(s) or the selected SEIU bidder in the interview process be by-passed. In the event of such a by-pass, the Department of Personnel will provide the reasons in writing along with supporting documentation, if applicable. Such reasons and documentation must be acceptable to the Director Personnel. The Director's decision will be final.

29.1.53 Selection of Bidders for Posted Positions:

Unless Article 29.1.4 applies, the most senior SEIU qualified bidder for titles in Pay Grade 11 and below (except *Automotive Body Specialist, Motor Carrier Technician, Printing Equipment Operator II, Return Check Collector and* Motor Vehicle Regulation Technician I) will be offered the position.

Unless Article 29.1.4 applies, qualified SEIU bidders for titles in Pay Grade 12 and above and *Automotive Body Specialist, Motor Carrier Technician, Printing Equipment Operator II, Return Check Collector and* Motor Vehicle Regulation Technician I will be considered from within the unit first, then the section, then the division, and then the department, before bidders from outside the department may be considered. An interview of the candidates will be conducted in the above order and selection made from the interviews conducted.

29.1.6 Job Shadowing for Successful Bidders

Successful bidders, ~~for Clerical Bargaining Unit positions in Pay Grades 11 and below, or for Clerical Bargaining Unit positions in Pay Grades 12 and above filled by a SEIU bidder~~ **from outside the employing department**, may request a trial period for up to five (5) one (1) day days to evaluate and assess the offered position. After the employee's assessment/evaluation, the employee shall accept or decline the position.

29.24 Filling of Public Service Positions (Public Service Rep., Public Service Clerk, and Motor Vehicle Cashier) Notification of Intent to Fill ~~In the case of positions in public service areas of Driver and Vehicle Services facilities and/or in the Howlett Building, Dirksen Parkway Building, or the James R. Thompson Center, a notification of intent to fill a permanent, full-time vacancy shall be posted on ABE and a copy sent to the Union office.~~ Public service positions ~~not posted for bid~~ (i.e., Public Service Clerk, Public Service Representative and Motor Vehicle Cashier ~~positions outside Sangamon County~~) will be filled as follows:

~~(a) through the appropriate eligible list or~~ by voluntary reduction, demotion, promotion, department directed transfer (including geographical and hardship transfers which will be considered by management), ~~negotiated reallocation~~, reemployment, reinstatement, temporary assignment, emergency appointment, 75-day appointment, and provisional appointment as provided for in the Rules of the Department of Personnel, ~~subject to the following proviso:~~

~~(b) If the Public Service position is not filled under sub-paragraph (a) above, (a)~~ ~~When a full-time position is being filled in Public Service positions (i.e. Public Service Clerk, Public Service Representative, and Motor Vehicle Cashier), where posting is not required,~~ the transfer list shall be consulted. If there is an Intermittent employee on the transfer list, from the work location from where the position is being filled, and the employee is still eligible to be transferred following a review of their employment records pursuant to 29.1.4 of this Agreement, the Intermittent employee shall get first priority to transfer to the full-time position. If the Intermittent employee is transferred, then the position from which the employee is transferred shall be filled without regard to this transfer language.

~~(c) If the Public Service position is not filled under sub-paragraphs (a) and (b) above, then it will be filled through the appropriate eligibility list.~~

~~(b) If, when consulting the transfer list, there is no Intermittent employee who has a transfer request on file and works at the work location where the full-time position is being filled, then Management will determine if there is an employee that has a transfer request on file for the title of the position being filled (PSC, PSR or MVC), identifying the most senior employee on the list. If there is an employee with a transfer request on file, and the employee is still eligible to be transferred following a review of their employment records~~

~~pursuant to 29.1.4 of this Agreement, then the employee shall be transferred. If the employee is transferred, then the position from which the employee is transferred shall be filled without regard to this transfer language.~~

Employees in Public Services Representative, Public Service Clerk and Motor Vehicle Cashier positions who seek to transfer from one facility to another are encouraged to place a transfer request on file and such transfer requests shall be considered quarterly in accordance with Section 30.2.1.

29.3 Current employees are encouraged to maintain current grades for consideration under the appropriate eligibility list. Employees must apply/test every twelve (12) months to maintain a current grade on the eligibility list. Upon request, the Union will be provided information regarding SEIU employees on the eligibility list relied upon to fill a vacancy.

29.42 Professional Bargaining Unit

29.4.12.5 When Posting Is Not Required: No posting shall be required for a reinstatement when such reinstatement is within twelve (12) months of the date of separation, a lateral transfer, when two employees are trading positions, a downward reallocation, or a voluntary reduction within the bargaining unit. No posting for bid shall be required for positions in the Professional Bargaining Unit except as provided in Section 29.4.22.1.

29.4.22.1 Posting Notice: When a position in the titles of Accountant I, II, III; Computer Production Specialist II, III; Data Center Specialist II, III; Drivers License Hearing Officer; Formal Hearing Officer; Internal Auditor I, II; Methods and Procedures Advisor I, II, III; Motor Vehicle Regulations Technician II; Safety and Financial Responsibility Hearing Officer; Graphic Arts Illustrator; Administrative Clerk; Microfilm Lab Technician – Lead; Business Services Representative; Administrative Assistant II (except for positions on the administrative staff of a department, and personnel positions); and Administrative Assistant I classifications in the Professional Bargaining Unit becomes vacant, it shall be posted on ABE, with a copy sent to the Union office. The posting shall remain on ABE for five (5) consecutive working days. The posting will contain the classification, work location, pay range, work schedule, bargaining unit designation and a brief description of the position.

~~**29.2.2 Employee Bids:**~~ SEIU Employees bidding on a posted Professional Bargaining Unit position must submit a timely bid on the prescribed bid form during the posting period to the person designated on the posting notice, accompanied by a copy of the employee's most recent official Secretary of State grade notice for the vacant position. Grade notices are acceptable for promotional purposes for a period of three (3) years from the date of examination.

29.4.3 Limitation on Bidding for Posted Positions

Employees including Probationary and Intermittent shall be allowed to respond to posting notices: 1) no sooner than nine (9) months after the date of initial hiring or a probationary appointment into the Office of the Secretary of State; 2) no sooner than nine (9) months after the effective date of a promotion by the employee into a position within the Office of the Secretary of State; and 3) no sooner than nine (9) months after the effective date of a transfer or voluntary reduction by employees who have bid on and accepted a transfer or voluntarily reduction.

29.4.4 2.4 By-pass of Bidders for Posted Positions

Management will consider seniority, skills, ability, interviews, test scores, the last twelve (12) months' work records, and other criteria relevant to a SEIU bidder's ability to perform the duties of the posted position. The most senior qualified SEIU bidder or the selected SEIU bidder from the interview process as set forth in Article 29.4.5 ~~2.3~~, will be offered the position, unless management

determines from its review of the criteria above, that the most senior SEIU bidder(s) or the selected SEIU bidder in the interview process be by-passed. In the event of such a by-pass, the Department of Personnel will provide the reasons in writing along with supporting documentation, if applicable. Such reasons and documentation must be acceptable to the Director Personnel. The Director's decision will be final.

29.4.5 2-3 Selection of Bidders for Posted Positions

Unless Article 29.4.4 2-4 applies, qualified SEIU bidders will be considered from within the unit first, then the section, then the division, then the department, and then bidders who are in the same position title, before bidders from outside the department may be considered. An interview of the candidates will be conducted in the above order and selection made from the interviews conducted. The selection decision will be solely at management's discretion.

29.4.6 Job Shadowing for Successful Bidders

Successful bidders may request a trial period for up to five (5) days to evaluate and assess the offered position. After the employee's assessment/evaluation, the employee shall accept or decline the position.

29.5 2-6 Intent to Fill for Non-Bid Positions

When a position in the Professional Bargaining Unit is not posted for bid under Article 29.4.2 2-1 becomes vacant, ~~a notification of an~~ intent to fill the position shall be posted on ABE with a copy sent to the Union office, ***except where the Department internally promotes an employee.*** The notification on intent to fill shall remain on ABE for five (5) consecutive working days. ~~Current employees are encouraged to maintain current grades for consideration. Employees must apply/test every twelve (12) months to maintain a current grade on the eligibility list.~~

~~**29.2.7 Selection**~~ Professional Bargaining Unit positions not posted for bid will be filled through the appropriate eligible list or by voluntary reduction, demotion, promotion, transfer, negotiated reallocation, reemployment, reinstatement, temporary assignment, emergency appointment, 75-day appointment, and provisional appointment as provided for in the Rules of the Department of Personnel. Upon request, the Union will be provided information regarding SEIU employees on eligible lists relied upon in filling a vacancy.

29.6 Current employees are encouraged to maintain current grades for consideration on the appropriate eligibility list. Employees must apply/test every twelve (12) months to maintain a current grade on the eligibility list.

41-42. Revise **Article 30-Promotions/Transfers** as follows:

ARTICLE 30 – PROMOTIONS/TRANSFERS

The Secretary recognizes the operational value of internally promoting or transferring qualified employees and will strive whenever possible to provide career progression subject to the operating needs of the office. However, the Secretary reserves the right to use other means available as provided in the Department of Personnel Rules for filling vacancies.

30.1 Promotions

30.1.1 If a promotional opportunity is exercised, the Secretary will make every effort to see that they are done in a professional manner using criteria relevant to the promotional position and its management. Promotional opportunities, when exercised, will be in full compliance with Article 4 of this Agreement.

30.1.2 Employees in intermittent titles who are promoted into other intermittent titles may, by virtue of the new schedule, work hours in excess of 1500 during a single calendar year without violating 420.330(b)(2) of the Rules of the Department of Personnel and shall not be eligible to reallocation to a full-time position.

30.2 Transfers

30.2.1 Transfer Requests

A transfer request list will be maintained by the Department of Personnel for non-posted SEIU positions. If an SEIU employee desires a transfer to a non-posted SEIU position, they shall submit a transfer request on the prescribed form to the Director of Personnel. Such request shall be valid for six (6) months and identify no more than three (3) preferences. If an SEIU employee accepts a new position or refuses the offer of a transfer as requested, the transfer request is null and void and a new transfer request may not be submitted for consideration for three (3) months from the date of acceptance or refusal. Upon request, the Union will be provided information regarding the status of an SEIU employee on the transfer request list relied upon to fill a position.

Public Service positions and non-posted positions: For the titles of Public Service Representative, Public Service Clerk, and Motor Vehicle Cashier and their intermittent equivalents and non-posted SEIU positions, on January 1st, April 1st, July 1st, and October 1st of each year the transfer requests on file will be consulted to determine whether transfers of those employees can be granted. SEIU employees with an active transfer request on file, if any, will be transferred in order of seniority, unless, utilizing the criteria discussed below, the transfer is determined not to be operationally sound.

Criteria for Transfer: SEIU employees who have active transfer requests will be considered for vacancies at or below their current classification within the scope of their transfer request. The Secretary will make every effort to see that a transfer is done in a non-arbitrary, uniform, and professional manner and operationally sound using relevant criteria including, but not limited to: the staffing needs of the facilities affected, the geographical distances involved, the work records of affected employees, and that the person whose transfer request has been granted has the ability to perform the duties of the position.

30.2.2

(a) Facility Closure. When a facility closes due to operational issues, employees may be assigned to another facility for the period of time the home facility is closed . For the period of reassignment, the employee shall not be entitled to compensation for time or mileage.

(b) Unless an employee has a special skill or ability which mandates other action, ~~work away temporary transfers~~ from one management selected facility to another shall be done on a voluntary basis from qualified employees with the appropriate title. If there are no volunteers, management shall order all qualified employees to work the ~~work away(s) temporary transfer(s)~~ on a rotating basis with the minimum of one (1) day per rotation. The work away shall be less than thirty (30) days. Employees will be compensated for time and mileage beyond the employees' normal commute.

~~(c) 30.2.3~~ ~~—Except for positions covered by 30.2.2, work~~ Work reassignments may last a minimum of thirty (30) days and a maximum of 180 days. Employees shall not be required to work more than 180 days away from their home facility in a year under this section. An employee who has been reassigned under this sub-paragraph (c) shall not be entitled to compensation for time or mileage for the period of reassignment, unless such reassignment results in a daily one way commute of more than thirty (30) miles above their normal commute. If such reassignment does result in a daily one way commute of more than thirty (30) miles above the normal commute, the employee shall be entitled to a stipend of \$50 per pay period after the first thirty (30) days. Reassignments shall be done on a voluntary basis from qualified employees with the appropriate title. If there are insufficient volunteers, Management will reassign employees. Management shall ~~may~~ select a qualified employee who lives closest to the non-headquartered assignment and may take into account any hardships that such reassignment will cause the employee before reassigning the employee. Shall not normally last for more than thirty (30) working days. Unless special skills are required for the assignment, which are described in the position description, work re-assignments to that position shall be rotated.

(d) Employees in the classifications Public Service Representative, Public Service Clerk, Drivers License Hearing Officer, Training Specialist and Formal Hearing Officer (plus their equivalent Intermittent classes) are required, by definition of their original job description, to travel to and from neighboring facilities for the purpose of routinely servicing those facilities and, as such, except as otherwise provided in subparagraph (b) above, shall not be eligible for compensation for travel.

~~30.2.3-30.2.4~~ Employees in intermittent titles who are transferred into other intermittent titles may, by virtue of the new schedule, work hours in excess of 1500 during a single calendar year without violating 420.330(b)(2) of the Rules of the Department of Personnel and shall not be eligible to reallocation to a full-time position.

30.3 Voluntary Reductions

30.3.1 Employees wishing voluntary reduction may request such in writing to the Director of Personnel. Such a request shall be valid for one (1) year and shall be considered when filling vacancies, as provided in Article 30.2.1. However, the operational needs of the operating unit in which the employee is currently working shall be taken into consideration prior to any request being honored.

30.3.2 If the request is honored, the employee must be able to perform the duties of the new position and the employee's salary shall be reduced according to the Department of Personnel Pay Plan beginning with the first day of the new job assignment.

~~30.4~~ Negotiated Reallocation

~~30.4.1 — Employees in the classes Public Service Representative, Public Service Clerk, and Motor Vehicle Cashier shall have the right to voluntarily move from one class to another within the department in which they work. Management, based upon operating needs, may deny the employee moving from a higher to a lower classification. Exercise of this right shall be upon written request. The Employer will designate the form for such a request. Denials of request for negotiated reallocation shall be in writing and shall set forth the explicit reason for denial.~~

~~30.4.2 — Any employee exercising his/her right under this provision shall be allowed to move to the higher or lower classifications and back to their original classification once during the term of this Agreement.~~

~~30.4.3~~ Upon reallocation, the employee shall be placed on the closest step that does not result in an increase in pay. When an employee is reallocating downward and he/she is at a step above the top step of the class to which they are reallocating, he/she shall be placed on the top step of his/her classification.

30.430.5 **Personal Secretaries to Top Administrative Staff** Top administrative staff (in titles that include, but is not limited to, Deputy Secretary of State, Executive III, Executive IV, Executive V, Director, Deputy Director, Managerial Assistant III, and Managerial Assistant IV) shall have the right to select one personal secretary who may have the classification of Secretary I, Secretary II, Private Secretary I or Private Secretary II without posting and without interviewing other applicants who may have applied for the position.

30.530.6 **Employee Rights**

30.5.1.30.6.1 Any employee properly responding to a posting under Article 29.1 of this Agreement will normally not be interviewed unless there is a tie in seniority among candidates.

30.5.2.30.6.2 Any employee granted an interview shall be notified in writing as to whether or not they have been successful in securing the position desired.

30.5.3.30.6.3 An employee who has unsuccessfully applied for three (3) or more vacancies in the past twelve (12) months may request a personal counseling session with the Department of Personnel for an assessment of their qualifications and interviewing skills. An employee shall be eligible for one assessment in a twelve (12) month period.

43. Add a new paragraph to **Article 32 – Layoff And Reemployment, Section 32.1.4** – as follows: T/A 3/14/17

The official personnel file of employee who has been served with a notice of layoff shall be reviewed. The employee will not be eligible to displace a less senior employee in accordance with this section if any one of the following is found: 1) the employee has served a suspension of eight (8) or more days within the last twelve (12) months, and no subsequent action is pending with regard to the suspension; or 2) the employee, within the last twelve (12) months, has received sixty (60) hours of unauthorized absences (UA). Time served for suspension will not count in the calculation of the 60 hours of UA time.

44. Revise **Article 32 – Layoff And Reemployment, Section 32.1.6** – as follows:

Employees must meet the minimum qualifications for positions that they move into. Where employees' wages in the classification previously held exceeds the maximum for the new classification, the employee shall have their pay frozen at the previous rate *for a period of eighteen (18) months. At the conclusion of the eighteen (18) month period, if the employee remains in the lower classification, the employee will be placed at the closest step without an increase or at the top of the salary range for the new classification.* ~~The rate shall remain frozen until the maximum wage rates for the new classification meets or exceeds the employee's salary or the employee is promoted into a position with a maximum wage rate that meets or exceeds the employee's salary.~~

45. Revise **Article 32 – Layoff And Reemployment, Section 32.2, Reemployment Rights** – as follows: T/A 3/14/17

An employee who has been laid off shall have reemployment rights for the filling of any vacancy in equal or related lower classifications at any SOS facility within the region/zone and department from

which the person was laid off for Drivers and Vehicles field facilities. For other offices, an employee laid off shall have reemployment rights for filing any vacancy in an equal or related lower classification for the department and county from which they were laid off. An employee who is laid off shall be given preference for the intermittent titles that correspond to the title from which the employee was laid off. Reemployment rights shall be in effect for ~~twenty-four (24)~~ eighteen (18) months from the effective date of the layoff. Where there exists a reemployment list, a laid off employee shall be re-employed before new employees can be hired. The Secretary will make every effort to see that laid off employees are re-employed on as timely a basis as possible while staying within the operational needs of the office. Reemployment from a reemployment list shall be by seniority as defined above.

46. Revise **Article 34 – Voluntary Leave Pool, Section 34.1.1** as follows: T/A 3/14/17

Article 34 -- Time Donation Program

Employees covered by this Agreement are eligible to participate in the Employer's Time Donation Program as set forth in the Employer's Policy Manual. In the event the Secretary intends to make a substantive change in the Time Donation Program, it will notify the Union in advance of the change.

47. Revise **Article 35 – Family Responsibility Leave, Section 35.1.1** – as follows: T/A 7/30/15

Employees with parental responsibilities shall be allowed to take paid leave with the following stipulations:

- (a) Employees will be eligible for ten (10) days paid leave for the birth or adoption of a child, or the placement of a child with an employee for foster care, except that female employees will be eligible for twenty (20) days paid leave for the birth of a child. The leave must be taken during a period of time beginning with the birth of a child **or the delivery of an adopted child and ending twenty (20) days after the birth or the delivery.** or the placement of a foster child. Exceptions to this may be granted by the Director of Personnel for reasonable cause.
- (b) The leave shall be used to perform the normal household duties associated with having a newborn child **or the delivery of an adopted child or the placement of a foster child** in the household. Violation of this provision shall result in immediate revocation of the leave and may result in appropriate disciplinary action.
- (c) The leave request must be accompanied by a physician's statement. In the case of adoption **or foster care**, the leave request **may must** be **submitted to the Department of Personnel and must be** accompanied by **appropriate documentation such as a statement from an attorney or other person in authority.**
- (d) The leave must be for consecutive workdays.
- (e) If an employee's child is born and dies following childbirth during parental leave but before said leave has been exhausted, the employee shall still be permitted to use the full amount of parental responsibility leave remaining hereunder.

48. Delete **Article 35 – Family Responsibility Leave, Section 35.1.2** – which states – T/A 6/18/15:

~~**The employee shall have the option to determine the total use, partial use, or non-use of accumulated sick leave.**~~

49. **Article 37 – Economics, Section 37.10.1** – SOS Withdraws Our Prior Proposal:

When funds are available in the appropriate line item in the Department of Personnel budget, tuition reimbursement shall be available to all employees pursuant to Policy 2.16 of the Secretary of State's Policy Manual. ~~**at rates no less than the following formula:**~~

- ~~_____ **An "A" in the course equals eighty percent (80%) reimbursement,**~~
- ~~_____ **A "B" in the course equals seventy percent (70%) reimbursement,**~~
- ~~_____ **A "C" in the course equals sixty percent (60%) reimbursement, or**~~

~~A "Pass" grade in a pass/fail course equals sixty percent (60%) reimbursement.~~

~~**37.10.2** Any other grade shall not be eligible for reimbursement.~~

50. Revise **Article 37 – Economics, Section 37.13.1** as follows:

This Agreement shall be in full force and effect from July 1, ~~2015~~ until June 30, ~~2019~~, and from year to year thereafter unless either party desires a change. In the event a change is desired by either party, written notice shall be given to the other at least sixty (60) days prior to June 30, ~~2019~~, but not prior to November 1, ~~2014~~, and any subsequent November 1st thereafter. The purpose of this early negotiation shall be to reach an Agreement on economic issues which can be included in the requested budget for the fiscal year beginning July 1, ~~2015~~, and any subsequent July 1st thereafter.

51. Revise **Article 37 – Economics, Section 37.13.2** – as follows:

It is further agreed that the non-economic provisions of this Agreement shall remain in effect during the period of negotiations for a new Agreement and either party may terminate this Agreement by written notice to the other at least thirty (30) days prior to June 30, ~~2015~~ ~~2019~~, or any date thereafter. Wages shall remain at the June 30, ~~2015~~ ~~2019~~ rate until such time as they are altered by the Agreement reached by the parties.

52. Revise **Side Letter, Paragraph 8**, as follows: T/A 3/14/17

Management and the Union agree to a side letter for Section 27.2 – Holidays and Release Time entitled "Holidays that would cause all offices of the Secretary of State to be closed for four consecutive calendar days" that reads as follows:

It is agreed between the parties; Secretary of State and SEIU Local 73; that when a Holidays falls on a day that would result in all offices of the Secretary of State to be closed for a period of four (4) consecutive calendar days, *the Secretary of State, when creating the holiday schedule for a calendar year, shall handle such situation in accordance with its past practice preventing four consecutive day closures. A copy of the holiday schedule for the following year shall be presented to the Union by November 1st. The Union shall contact the Director of the Department of Personnel with any questions or concerns regarding the holiday schedule.* ~~the parties will meet six (6) months prior to that year's approval and distribution of the holiday schedules to discuss possible alternatives that may prevent the four (4) consecutive day closures. Any alternatives that may prevent the four (4) consecutive day closure must be mutual agreement between the parties.~~

53. Delete **Side Memo Re Elimination Of Downstate Salary Grades**, which states – T/A 6/18/15:

~~Date: November 30, 2007~~

~~To: Dale Hillier, Local 73, SEIU~~

~~From: Stephan J. Roth, Director of Personnel, Secretary of State~~

~~Re: Elimination of Separate Downstate Salary Grades~~

~~As will be set forth in the main body of our 2007-2012 collective bargaining agreement, we have agreed that, effective on their anniversary dates occurring during Fiscal Year 2010 (i.e., the period July 1, 2009 through June 30, 2010), all full-time employees in the Downstate salary grade for each of the following four titles shall move from the Downstate salary grade to the same numbered step in the Metro salary grade for their title, and once the last such employee has so moved, the Downstate salary grades for said four titles shall be abolished, and there shall be only one salary grade for each of said titles state-wide: Account Clerk; Motor Vehicle Cashier; Public Service Clerk; and Public Service Representative.~~

~~For historical purposes, in connection with that agreement, this is to confirm our understanding that the Metro salary grades for said titles were originally established at the request of the Union to reflect the perceived higher cost of living in the Metro area, and that the Employer has agreed to increase the Downstate salary grades to equal Metro salary grades regardless of the difference in cost of living.~~

54. Additional Language To Be Added To The Contract

Daylight Savings Time – T/A 6/18/15:

Any employee who works a shift which starts before daylight savings time changes and ends after the change occurs shall be compensated accordingly, either by being paid an extra hour when clocks are changed backwards, or having to use accrued time to account for their loss of an hour when clocks are changed forward. Employees may use vacation time, personal time, compensatory time or holiday time to cover the loss of the hour.

Disclosure of Conviction.—T/A 3/14/17

Disclosure of Conviction: Any employee that is convicted of a criminal offense shall be required to disclose such conviction to the Department of Personnel, directly, on the form prescribed by the Department of Personnel immediately following the entering of the conviction by the Court through entry of an order or due to a plea by the employee. The Department of Personnel will review the information and determine whether the conviction impinges on the ability of the employee to perform the duties of his or her position and what, if any action, should be taken as a result of the conviction.

55. Revise Article 11-Working Conditions, Safety, and Health by adding a new section 11.11.1, as follows: T/A 3/14/17

PSRs who are arrested for a DUI / DWI shall report the infraction immediately to the Department of Personnel and/or the Department of Driver Services. Upon notification, the Secretary of State will follow the normal practice of handling arrests for DUI/DWI which includes placing an employee on an Administrative Leave of Absence once the driver's license is suspended. In the alternative, the Secretary of State may offer the employee a downgrade to a PSC position as set forth below.

The option of a downward reallocation to a PSC position will be offered only if there is funded vacant PSC position in the Department in which the employee works that is currently being filled by the Department of Personnel and has not yet been offered to another candidate. Furthermore, if a funded vacant PSC position is being filled, then a review of the employee's personnel files from the previous twelve (12) months will be conducted. Based on the review, a determination will be made as to whether or not a downward reallocation to the PSC position is granted. If the employee is offered and elects a downward reallocation to a PSC position, they shall not be returned to the PSR position that they held at the time of the DUI/DWI arrest regardless of the outcome of the DUI/DWI case. Upon downward reallocation, the employee shall be placed on the closest step that does not result in an increase in pay. When an employee is reallocating downward and he/she is at a step above the top step of the class to which they are reallocating, he/she shall be placed on the top step of his/her new classification.

56. Add a new Side Letter on Filing of Step 3 Grievances as follows: T/A 3/14/17

1. The Step 3 grievance will be sent by the Union, on the form prescribed by the Secretary of State, electronically through e-mail. The Grievance will be sent to the designated Department

of Personnel representative (currently Nanette Manker at Nmanker@ilsos.net) with a “cc” on the e-mail sent to the Director of the Department of Personnel (currently Director Roth at Sroth@ilsos.net). If the grievance is not attached to the e-mail sent, it will not be considered valid.

2. The Union must meet the time limits for submitting the grievance as outlined in Article 7 of the SEIU contract. Therefore, the e-mail, with the grievance attached, must be submitted within ten (10) working days of receipt of the Step 2 decision, or in the absence of such reply, within ten (10) working days of the date the reply was due.
3. The Department of Personnel’s time limits, as set forth in Article 7 of the SEIU contract, will begin with the date the Union receives the return read receipt.
4. The original grievance will be sent to Department of Personnel via the U.S. Mail.
5. All other procedures related to the grievance process will be followed as outlined in Article 7 of the SEIU contract.

57. Add a new Side Letter on Cancellation of Approved Days Off as follows: T/A 3/14/17

The Secretary of State understands that an employee’s circumstances may change; but cancelling scheduled days off can disrupt operations as much as unscheduled days off. In the case of vacation time, compensatory time, holiday time or birthday time, if an employee must cancel time off that has already been scheduled, the employee must do so at least twenty-four (24) hours in advance of the time in question. If the time was a five (5) or ten (10) day block period and is connected to a holiday all time must be used or cancelled. If an employee arrives at work on a scheduled day off without giving notice as set forth above, the employee will not be allowed to work and will be charged for the scheduled time off unless the employee’s manager agrees otherwise.

58. Add a new Side Letter on Working Out of Class as follows: T/A 3/14/17

Due to the difficulty in filling vacancies caused by the State’s budget crisis, the Secretary of State and the Union agree that during the term of this collective bargaining agreement the maximum time limit for working out of classification set forth in Section 37.5.3. of the collective bargaining agreement—six (6) months of continuous service with a single six (6) month extension—shall be waived. All other provisions of Section 37.5 – Working Out of Class shall remain in full force and effect.

59. Add a new Side Letter on TVDL Contractual Employees as follows: T/A 3/14/17

Upon passage of a State budget that includes appropriations for personal services, the Secretary and the Union will meet to discuss the issue of the Secretary’s use of the TVDL contractual employees.

59. Side letter on TVDL limiting the number of contractual employees to 75 at any one time.

60. Revise Article 37 – Economics, Section 37.1 – Across the Board Increases as follows:

37.1.1 Full-Time Employees All full-time employees shall receive the following across-the-board salary increases as of the following effective dates, ~~and, for the increase effective July 1, 2012 only, the increases shall be applied to the Clerical Unit salary grades and to the bottom and top of the Professional Unit salary grades:~~

Full-Time Clerical Employees

<u>Effective</u>	<u>Increase</u>
<u>July 1, 2015</u>	<u>Zero percent (0%)</u>
<u>July 1, 2016</u>	<u>Zero percent (0%)</u>
<u>January 1, 2018</u>	<u>Zero percent (0%)</u>
<u>January 1, 2019</u>	<u>Zero percent (0%)</u>

There will be no step increase until December 1, 2017, at which point employees will receive one step. There will be another step increase on December 1, 2018.

Full-Time Professional Employees

<u>Effective</u>	<u>Increase</u>
July 1, 2012 5	One (1%) <u>Zero (0%)</u> Percent
July 1, 2013 6	Zero (0%) Percent
<u>December 1, 2014</u> 7	<u>Two (2%)</u> Percent
<u>December 1, 2018</u>	<u>Two (2%)</u> Percent

Additionally, all full-time Clerical and Professional employees hired prior to January 1, 2017 actively employed on the date this Agreement is ratified by both parties, will receive a one-time lump sum payment in the gross amount of \$1000 less appropriate deductions. This one-time payment will not be added to the employees' base wages.

37.1.2 Employees shall continue to be required to pay two (2%) percent of compensation towards the pension contribution.

~~37.1.3~~ — ~~Effective July 1, 2013, the Clerical Unit salary scales shall be modified as set forth in Appendix A of this Agreement.~~

~~37.1.3.1~~ — ~~On July 1, 2013, employees will first be placed on the step in the modified scale that is closest in pay to their current step without any reduction in pay. Thereafter, employees will receive a full step increase on July 1, 2013 and on July 1, 2014.~~

~~37.1.3.2~~ — ~~No employee's salary will be decreased as a result of the implementation of the modified salary scale. In the event an employee is making more than the highest rate for his/her classification under the modified scale at the time the modified salary scale is implemented, the employee will continue to receive his/her then current salary and will receive longevity compensation as set forth in Section 37.2 below on July 1, 2013 and on July 1, 2014.~~

~~37.1.3.3~~ — ~~Effective on their anniversary dates occurring during Fiscal Year 2010 (i.e., the period July 1, 2009 through June 30, 2010), all full-time employees in the Downstate salary grade for each of the following four titles shall move from the Downstate salary grade to the same numbered step in the Metro salary grade for their title, and once the last such employee has so moved, the Downstate salary grades for said four titles shall be abolished, and there shall be only one salary grade for each of said titles state-wide: Account Clerk; Motor Vehicle Cashier; Public Service Clerk; and Public Service Representative. Employees moving from the Downstate salary scale to the Metro salary scale will receive their normal anniversary step increases on the Metro scale.~~

37.1.43 Intermittent Employees All intermittent employees shall receive a one percent (~~1%~~) across the board increase in wages effective July ~~January 1, 2012~~8. There will be no step increases until December 1, 2017 at which point each employee will move one step. There will be

~~another step increase on December 1, 2018 and, thereafter shall not receive an additional across-the-board increase during the term of this Agreement.~~

Additionally, all intermittent employees hired prior to January 1, 2017 actively employed on the date this Agreement is ratified by both parties, will receive a one-time lump sum payment in the gross amount of \$500 less appropriate deductions. This one-time payment will not be added to the employees' base wages.

61. Revise Article 37 – Economics, Section 37.2 – Longevity Compensation as follows:

~~For the period of July 1, 2012 through and including June 30, 2013, no employee shall receive a longevity increase. Effective December 1, 2017 July 1, 2013, each employee that has been on the top step of the Clerical Unit or at the top of the range in the Professional Unit for a period of twelve (12) or more months or who, at the time the modified scales are implemented, are paid higher than the top step of the Clerical Unit or the top of the range in the Professional Unit shall receive a supplemental lump sum in an amount equal to two (2.0%) two percent (2%) of their base annual salary up to a cap of one thousand, two hundred dollars (\$1200) one thousand, two hundred dollars (\$1,200). For Clerical and Professional employees, this lump sum shall be payable on December 1, 2017 July 1, 2013 and July 1, 2014. Effective December 1, 2018, each employee that has been on the top step of the Clerical Unit or at the top of the range in the Professional Unit for a period of twelve (12) or more months shall receive a supplemental lump sum in an amount equal to a two percent (2%) of their base annual salary up to a cap of one thousand, two hundred dollars (\$1200). The lump sum will be paid on December 1, 2018.~~ The longevity pay shall be paid for each twelve (12) month period that passes after the employee attains the top step of the pay plan. Longevity pay shall continue to be counted for purposes of pension and overtime.

62. Revise Article 37 – Economics, Section 37.5.6 as follows:

A Clerical Unit employee who meets the conditions for working out of class shall be given a supplemental salary ~~of fifty dollars (\$50)~~ per pay period or part thereof equivalent to the amount the employee would have received had the employee been promoted into that position. The supplemental salary shall be calculated and added to the regular paycheck per pay period effective the last day of a calendar quarter.

63. Revise Article 37 – Economics, Section 37.5.7. as follows:

A Professional Unit employee who meets the conditions for working out of class shall be given a supplemental salary ~~of sixty five dollars (\$65)~~ per pay period or part thereof equivalent to the amount the employee would have received had the employee been promoted into that position. The supplemental salary shall be calculated and added to the regular paycheck per pay period effective the last day of a calendar quarter.

64. Revise Article 37 – Economics, Section 37.6.1. Professional Unit Salary Ranges as follows:

37.6.1.1 Effective July 1, 2013~~5~~, salary ranges for the Professional Unit shall be as set forth in Appendix B to this Agreement, which already incorporates the across-the-board increases effective through and including said date set forth in Article 37.1.1 above.

~~37.6.1.2 No employee's salary will be decreased as a result of the implementation of the modified salary ranges. In the event an employee is making more than the highest rate for his/her classification under the modified ranges at the time the modified salary scale is implemented, the employee will continue to receive his/her then current salary and will receive longevity compensation as set forth in Section 37.2. above on July 1, 2013 and July 1, 2014.~~

65. Revise Article 37 – Economics, Section 37.7. Promotions and Intermittent Transfers as follows:

37.7.1 There shall be no anniversary increases for employees in the Professional Unit for the term of this Agreement.

~~**37.7.2** No employees in the Clerical Unit shall receive a step increase for the time period of July 1, 2012 through and including June 30, 2013. Employees in the Clerical Unit shall automatically receive a step increase on July 1, 2013 and on July 1, 2014.~~

~~**37.7.3** No Intermittent employee shall receive a step increase for the time period of July 1, 2012 through and including June 30, 2013. Effective July 1, 2013, Intermittent employees will first be placed on the step in the modified wage scale, attached as Appendix C, that is closest in pay to their current step without any reduction in pay. Thereafter, Intermittents shall receive a step increase on July 1, 2013 and on July 1, 2014.~~

37.7.42 Anniversary dates shall be controlled by the Department of Personnel policies and procedures.

37.7.53 Clerical Unit employees who are promoted shall be moved to the lowest step in the new salary grade which represents at least one full step increase in the former grade.

37.7.64 Professional Unit members who are promoted shall receive a five percent (5%) increase in salary.

37.7.75 All intermittent employees who are transferred to their full-time equivalent positions shall be moved to a step on the new scale which results in an increase of no less than five percent (5%) to their annual pay.

37.7.86. Clerical Unit employees who are promoted into a Professional Unit position will receive either the minimum pay rate for the position or a five percent (5%) increase, whichever is greater.