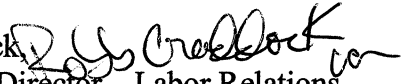




MEMORANDUM

TO: All Agency Labor Relations Administrators

FROM: Robb Craddock 
CMS Deputy Director – Labor Relations

DATE: March 22, 2011

SUBJECT: AFSCME Voluntary Furlough Program

Please see the attached MOU regarding the AFSCME Voluntary Furlough Program. This MOU takes effect on April 1, 2011, replacing the current program.

Frequently asked questions will be forthcoming.

If you have any questions, please contact your CMS Labor Liaison at (217)782-2559.

RC:ca

Enclosure

cc: Chris Griffin

MEMORANDUM OF UNDERSTANDING
VOLUNTARY FURLOUGH PROGRAM
FOR APRIL 1, 2011 THROUGH JUNE 30 2012
AFSCME COUNCIL 31
And
STATE OF ILLINOIS

Section 1. Purpose

The purpose of this Memorandum of Understanding is to set forth the principles and procedures agreed to by the parties regarding a new voluntary furlough program starting April 1, 2011. The voluntary furlough program is designed to help the state through its fiscal crisis brought on by the severe economic recession without disrupting vital state services. This program shall set forth the ability for eligible employees to take additional furlough days through the end of FY12.

Section 2. Procedure:

For RC-6, RC-9, and CU-500 the individual Agency Labor Representatives and AFSCME Council 31 shall meet to determine to the extent to which voluntary furloughs for certain classifications are operationally feasible without causing a negative economic impact be included in the furlough program for FY12. For all other bargaining unit employees, excluding Department of Employment Security employees, as well as other employees where the use is operationally prohibitive, employees may submit a request for voluntary furloughs to be taken between April 1, 2011 and June 30, 2012. A form shall be provided for this purpose. The employee shall indicate the number of furlough days requested and his/her preference for dates. If operational needs limit the approval of requests for a specific day, requests shall be approved based on seniority. If requests were submitted on the same day, they shall be approved on a "first come, first served" basis.

Requests for furlough days may only be denied where operational needs or demonstrative negative economic impact so dictate. Where requests are denied on the basis of operational need, the Employer shall meet with the employee to try and reach an agreement on an alternative date. If an alternative acceptable to the employee is not agreed upon, the employee shall not be required to take furlough time.

Voluntary furlough days previously committed to by an employee but not taken shall be considered as authorized dock time if an acceptable alternative is not scheduled prior to the committed date. If an employee commits to take a furlough day or a portion of a day on a specific date and later changes his/her mind without prior agreement with management, management shall send the employee home without pay as an authorized dock.

Previously scheduled time off shall not be set aside to honor a furlough request. Furlough time may be scheduled in half-day increments. For RC-6, RC-9, and CU-500 the individual Agency Labor Representatives and AFSCME Council 31 shall meet to determine to what extent supervisors may grant

employee requests to use furlough time in smaller increments of fifteen (15) minutes after a minimum use of one (1) hour. In lieu of prior approved benefit time off that has not already been taken, employees may offer to replace the benefit time with furlough time. The incentives set forth in Section 4 shall only apply to furlough time taken while covered by an AFSCME collective bargaining agreement. No employee who has approved time off already scheduled shall have such time denied to accommodate a furlough request, nor shall the number of time off requests ordinarily granted be diminished as a result of this furlough program.

Section 3. Employee Protection

Fringe benefits including pensions (to the extent permitted by law), leave accumulation, seniority and creditable service shall accrue in the normal manner without impairment of any kind deriving from furloughs. Furlough Days, for purposes of group insurance, are treated the same as any other time spent in paid status up to a maximum of thirty (30) furlough instances in a fiscal year. Scheduled furlough days shall be counted as time worked for the purpose of determining eligibility for overtime pay. Employees may use approved furlough days before or after holidays without the jeopardy of losing holiday pay. The Employer shall not discipline employees for failure to take furloughs nor will it evaluate participants adversely for the use of time or productivity related to their participation or non-participation.

Section 4. Voluntary Furlough Program Promotions by the Parties

- A. The Union shall publicize the voluntary furlough program through its publications, websites, and other bulletins and encourage employee's participation in it.
- B. The parties shall immediately notify all local union officers and agency officials to include discussion and promotion of the voluntary furlough program in all labor/management meetings between now and June 30, 2012.
- C. The parties shall vigorously promote and support the voluntary furlough program when opportunities arise to discuss the issue as the result of media inquiries.
- D. The union shall not object to management initiatives to notify employees of the voluntary furlough consistent with this agreement provided that the union shall be given the opportunity to review and comment on such notification prior to its issuance.
- E. The Employer shall vigorously promote and support the program in newsletters and bulletins.

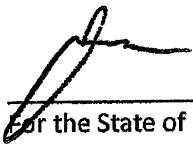
Section 5. Incentives

Beginning April 1, 2011 Section 5 D & E of the previous MOU are no longer applicable except that employees may still use any incentive days already earned. Employees shall have the option of using July 5, 2011 as their incentive day or shall notify their supervisor and request to convert to a banked incentive day. For every two (2) furlough days taken between April 1, 2011 and June 30, 2012, employees shall be granted one (1) "floating" incentive day to be used within the fiscal year in which it was earned without loss of pay.

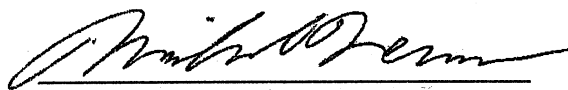
In the event the Employer cannot operationally accommodate the incentive days for all eligible employees, the employee shall be granted equivalent holiday time.

Section 6: Calculation:

- A. To determine incentive day eligibility, total furlough hours and minutes taken should be divided by two (2) to determine the total incentive hours and minutes awarded. Usage increments of incentive days shall be in accordance with holiday time usage.
- B. Accumulated benefit time (excluding sick leave) may be used in smaller time increments to meet the total number of required work hours and minutes for the entitled incentive day.



For the State of Illinois 10
Date: 3/17/11



For AFSCME
Date: 3/17/11