



March 14, 2014

18MAR 14 2:19PM

Pete Wessel, Labor Relations  
Department of Children and Family Services  
10 Collinsville Ave.  
Kenneth Hall Reg. Building Room 301  
East St. Louis, IL 62201

RE: Department of Children and Family  
Services  
Agency Supplemental Agreement

Dear Pete:

The attached Supplemental Agreement between the Illinois Department of Children and Family Services and the American Federation of State, County and Municipal Employees, Council 31, signed November 20, 2013, has been approved by all parties. We are, therefore approving your submission.

If you have any questions, please feel free to contact Amber Spainhour at (217) 785-0320.

Sincerely,

Robb Craddock  
Deputy Director Labor Relations

Attachment

RBC:as

cc: Ron Pitts, AFSCME Council 31  
File



RECEIVED

JAN 14 2014

CENTRAL MANAGEMENT SERVICES  
LABOR RELATIONS

January 13, 2014

Mr. Brandon White  
Labor Relations  
Central Management Services  
503 Stratton Office Building  
Springfield, IL 62706

RE: Agency Supplemental Agreement  
Illinois Department of Children and  
Family Services

Dear Brandon:

The attached Agency Supplemental Agreement for Illinois Department of Children and Family Services signed November 20, 2013, is hereby approved by AFSCME Council 31.

Please feel free to contact me if you have any questions.

Sincerely,

Ron Pitts  
Labor Relations Specialist

RP:cb  
attachment

cc: Mike Newman  
Larry Spivack  
Connie Belt  
Supplemental File

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Dorinda Miller

Carmin Willis-Goodloe

Yolanda Woods

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Edward Schwartz

Yurvette Simmons

Eva Spencer-Chatman

Cameron Watson

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Tom Minick

**SUPPLEMENTAL AGREEMENT**

**BETWEEN**

**AFSCME AND THE**

**DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

**COVERING**

**BARGAINING UNITS**

**RC-10, 14, 28, 62 & 63**

**NOVEMBER 2013**

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**1. WORK LOCATION**

Work Location for purposes of Layoff and Filling of Vacancies shall be interpreted as follows:

- A. For purposes of Layoff, the first step in the bumping priority, Article XX section 3, shall be the county, notwithstanding the employee's 3 (i) rights under the Master Agreement.

In Cook County, the first step shall be the following (and other offices as established).

1911 & 1921 South Indiana, Chicago (one site)

6201 South Emerald, Chicago

15115 South Dixie Highway, Harvey

1701 South 1<sup>st</sup> Avenue, Maywood

1026 South Damen, Chicago

2020 West Roosevelt, Chicago

1240 South Damen, Chicago (Child Advocacy Center)

2245 West Ogden, Chicago (Juvenile Court)

160 North LaSalle, Chicago

100 West Randolph, Chicago

17 North State Street, Chicago

5001 S. Michigan, Chicago

1755 Lake Cook Road, Deerfield

100 N. Western Street, Chicago

2240 W. Ogden, Chicago

The second step of the bumping priority, Article XX, Section 3 (d) shall be each sub-region except Cook will be the County, Springfield Central Office shall be considered part of the Springfield Sub-Region for purposes of this subsection.

In DCFS, as it relates to Article XX, Section (b), a statewide offering of vacancies shall occur after staff in all affected regions during a period of layoff have exercised all rights with the seven sub-regions and Cook County. Following completion of these sub-regional layoff processes, remaining vacancies will be offered on a statewide basis to staff who were unable to exercise an option within the sub-region structure. These staff shall be pooled by seniority and statewide vacancies will be offered on a seniority basis.

No bargaining unit vacancies will be offered to non-bargaining unit employees if there are employees on layoff or subject to layoff who have contractual rights to such positions unless such employees have refused the vacancy(s) in question.

- B. For the purpose of Filling of Vacancies under Article XIX, the Work Location shall be as follows:

Cook County: Promotions and Job Assignments for all units shall be Cook County.

Downstate Regions: Promotions and Job Assignment shall be pursuant to sub-regions.

- C. Posting for vacancies shall be by Region except posting in Cook County shall be posted in all Cook County locations.
- D. The parties agree that all vacancies in the CPS, CWS and DCLR Series shall be posted at the journeyman level.
- E. The Employer retains the right to hire and assign up to seventy (70), Interns and Trainees on an as-needed basis as determined by management.

## 2. SHIFT PREFERENCE AND WORK SCHEDULE (DAYS OFF) PREFERENCE

For purposes of this section, a shift is defined as a specific starting time and/or quitting time established by the Department regardless of days off. A work schedule is defined as the days of work and days off established by the Department within a specific shift where there is no deviation of starting time or quitting time on any days worked. Flexible schedules are not subject to shift or work schedule preference.

### A. SHIFT PREFERENCE

All Staff in units with more than one (1) shift as defined above have the opportunity to exercise seniority to bump to a shift (starting time and/or quitting) that is different from their current shift or where there is a deviation in starting time or quitting time on any days worked. The exercise of seniority for shift preference applies only to staff working within the affected units and within the same position classification.

### B. WORK SCHEDULE (DAYS OFF) PREFERENCE

All staff in units with different work schedules or days off within a specific shift (starting time and quitting time) shall have the opportunity to exercise seniority to bump to a different work schedule (days off) within their identical shift (starting time and quitting time). The exercise of seniority for work schedule (days off) preference applies only to staff working within the affected units, within the same position classification and within an identical shift where there is no deviation in starting time or quitting times for days worked.

Once each year, affected staff shall have the opportunity to exercise their seniority for shift and work schedules (days off) preferences as delineated below:

Affected employees shall be provided notice of the available shifts (starting time and quitting time), the available schedules within a specific shift, as well as the deadlines for inclusion and process for selections; such notice shall be no less than three (3) weeks in advance of any employee selections, and affected employees shall be given not less than two (2) weeks to give notice of intent to participate.

Employees requesting to exercise seniority for shift preference shall automatically be included to exercise seniority for work schedule (days off) preference, where applicable; employees not eligible to participate in shift preference but eligible to exercise seniority for work schedule preference shall give notice of intent as delineated above.

The selection for shifts preference shall take place prior to any selection for work schedules (days off) preference; if applicable, affected employees may participate in both shift and work schedule preferences.

Probationary employees are not eligible to bump but may be bumped.

Implementation of shift and work schedule (days off) preference shall be on the last Sunday in January.



### 3. OVERTIME

The basic unit of overtime shall be the team or immediate work unit. Overtime shall be allowed only in situations where it is required for completion of an assigned task and prior approval is obtained as set forth below.

Any court ordered after hours' work shall be automatically authorized.

Client contacts by phone or visits before or after hours and/or paperwork shall not be considered overtime unless authorized by the immediate supervisor or authorized staff at SCR.

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An employee shall obtain prior overtime authorization from the immediate supervisor, or in the absence of the immediate supervisor, the next higher supervisor. Retroactive overtime will not be allowed unless both the employee's immediate supervisor and next higher-level supervisor were unavailable and the overtime is subsequently deemed necessary by the employee's immediate supervisor. Overtime worked in emergency situations without prior supervisory approval will be approved provided the employee substantiates that an emergency situation did in fact exist.

Overtime rotation shall be by unit and shall be utilized for any assignment that does not have the characteristic of inherently being assignable only to one employee.

Payment of overtime in cash or compensatory time shall be in accordance with the provisions of the Master Agreement. Liquidation of compensatory time shall be in increments of not less than one-half (1/2) hour.

4. 4-DAY WORKWEEK AND 9-DAY WORKWEEK

STATEWIDE

Employees who are currently working a non-mandated 4-day or 9-day workweek schedule shall continue to do so. Notwithstanding the above, management retains the right to review existing non-mandated 4-day or 9-day workweek schedules, in accordance with Article XII, Sections 12 and 13, of the Master Agreement. Any cancellations or temporary suspensions of such schedules will be done in accordance with the Master Agreement. New requests by employees for non-mandated 4-day or 9-day workweek schedules shall be approved/denied in accordance with Article XII, Section 13, of the Master Agreement.

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COOK COUNTY

The parties agree to the continued designation of mandated 4-day workweek schedules in the Bureau of Operations – Child Protection in Cook County.

- A. Management retains the right to mandate employees to work a 4-day workweek schedule in the Bureau of Operations – Child Protection Cook County. Management will designate a minimum of twelve percent (12%) of all Child Protection Specialists to work a Wednesday through Saturday schedule. Additionally, management will designate a minimum of seven percent (7%) of all Child Protection Specialists to work a Sunday through Wednesday schedule.
- B. Employees with schedules currently designated as mandated Tuesday through Friday or Monday through Thursday shall retain that schedule until such time as the employee vacates the position, after which the schedule will be converted to either a Monday through Friday work schedule or one of the 4-day workweek schedules set forth above.
- C. In order to equally distribute mandated 4-day schedules, management may reallocate and/or convert any mandated 4-day schedules as the positions are vacated, to meet operational needs, maintaining the percentages set forth above.
- D. For informational and tracking purposes only, management will notify the union of their intent to create, convert, reallocate or otherwise change schedules on vacant positions prior to those positions being posted.

**5. ADA & ACCOMMODATIONS**

The Americans With Disabilities Act (ADA) of 1990, 42 U.S.C. 12101 et seq., as amended, prohibits discrimination against a qualified individual with a disability in the terms and conditions of employment. A "qualified individual with a disability" is one who with or without reasonable accommodation can perform the essential functions of the job. The Department of Children and Family Services will make reasonable accommodations to the known physical or mental limitations of an otherwise qualified individual with a disability who is an employee and which are necessary for the employee to perform essential functions of the employee's job as required by the ADA, as amended. The employee is responsible for initiating the request for reasonable accommodation if that individual believes that such accommodation is required to enable him/her to perform essential functions of the job. The ADA permits employers to choose the accommodation which is lowest in cost if such accommodation provides a similar result to a more costly accommodation. Determining a reasonable accommodation for one employee will not be treated as a precedent for another employee. A qualified individual with a disability shall be allowed reasonable time during work hours to become familiar with and develop skill in the use of new aids and appliances. A copy of the ADA policy is available upon request.

**6. UNION ORIENTATION**

Council 31 will designate one (1) departmental union representative who shall be allowed up to one-half hour to present information to new employees at DCFS orientation training.

**7. FLEXIBLE HOURS**

The agency's flexible hours program will conform to state law and the Master Agreement.

**8. BULLETIN BOARDS**

All current union bulletin boards or space shall continue to be reserved for the union's exclusive use. At work sites where union bulletin boards do not presently exist, management agrees to provide a 2' x 3' bulletin board or equivalent space. The location of the bulletin boards will be determined by union/management agreement. The union will designate the person responsible for maintaining each bulletin board.

**9. EDUCATIONAL LEAVE**

The Department's goal related to continuing education and education leave is to provide basic opportunities for all employees, regardless of current job classification, to improve their performance in the areas listed below and to foster career development and advancement with the state.

a. Knowledge base related to current job or career development;

b. Basic skills for adequate job performance;

c. Personal and/or group motivation to enhance job performance;

d. Personal and/or group attitudes to enhance job performance.

The employer agrees to follow the provision of AP #7 and the Upward Mobility Program. Additional requests by 705A will be considered within budget and operating needs of the agency. Bargaining Unit employees shall be on agency time while working towards completion of their BSW or MSW field placement.

**10. STATEWIDE LABOR/MANAGEMENT MEETINGS**

The Statewide Labor/Management Meetings shall be combined for RC-10, 14, 28, 62, & 63 bargaining units. The union may have up to seventy-five (75) delegates attend such meetings which shall be on state time including travel time where appropriate. Management will be responsible for taking the minutes.

11. LOCAL LEVEL LABOR/MANAGEMENT MEETINGS

Unless mutually agreed otherwise, labor/management meetings shall be held monthly. Management will be responsible for taking the minutes.

SIZE AND LOCATION OF COMMITTEE:

COOK COUNTY

County wide	30 (meeting shall be annual if requested by either party)
Operations	36
Legal	11 (meetings shall be on as needed basis as mutually agreed)
Regulation and Monitoring	11

All other divisions in Cook County shall meet on an as needed basis as mutually agreed with the size of the committee to be mutually agreed locally.

NORTHERN REGION 16

CENTRAL REGION 20

Central Office 7

Springfield Sub-Region 7

Champaign Sub-Region 7

Peoria Sub-Region 7

SOUTHERN REGION 15

**12. STEWARDS**

The parties recognize that it is desirable to have grievances processed in a timely manner by stewards located at the work site in which the grievance originates. The Union will be permitted 170 stewards.

The Union will provide the employer with the names of the union stewards in each location.

**13. HEALTH AND SAFETY COMMITTEE**

Health and Safety issues will be discussed at the local level labor management meetings. If the parties agree that a Health and Safety Committee needs to be established, this will occur at the local level.

## 14. STANDBY

The Union and Management at the local level shall negotiate the maximum number of assignments a CPS or CWS can work within a prescribed timeframe, the employee responsible for initiating reports after 10:00pm on weekends and holidays, and standby rotation schedules. If no agreement is reached the remaining issues will be referred to Council 31 and CMS pursuant to the Supplemental Agreement MOU. The Union and Management may also discuss general implementation procedures at the local level.

While on standby, all time worked, including all necessary paperwork, in connection with a call that requires going out, whether worked at home or not, shall be considered call-back and paid in accordance with the Master Contract.

During a period on standby, when the total time worked in response to phone calls totals 1 ½ hours or more, all such time shall be compensated as overtime.

Staff will make every effort to complete all necessary paperwork as expeditiously as possible.

### Child Protection Specialists/Child Welfare Specialists

Standby assignments will be as follows:

Weeknights 5:00pm to 8:30am the following day Monday through Thursday (except holidays per below)

Friday 5:00pm to Saturday 8:30am

Saturday 8:30am to Sunday 8:30am

Sunday 8:30am to Monday 8:30am

Holiday 8:30am the day of the holiday to 8:30am the day following the holiday

Child Protection Specialist employees shall normally be assigned after-hour standby coverage. Qualified Child Welfare Specialists may volunteer to be assigned after-hours standby coverage. To be considered qualified, the CWS must meet the following conditions:

- Must be a direct service CWS employee (Placement and High Risk only)
- Successfully completed CERAP training
- Successfully completed child protection specialty training
- Receive local standby training

- The employee must complete all duties associated with standby, including but not limited to completing all required paperwork within prescribed timeframes and attend court if attendance is required

The Department shall provide:

- Child protection specialty training within 6-months of a CWS employee's written request for such training.
- Local standby training within 3-months of otherwise becoming eligible for standby.

Employees in positions other than CPS or CWS (Placement or High Risk) that have been permitted to work standby based on prior local level negotiated agreements shall continue to be considered qualified.

All qualified standby employees (CPS and CWS) must successfully complete Foundation (Core) training as well as local (regional or sub-regional) standby training before being assigned standby.

Employees must work in the standby assignment area of their headquarters unless, agreed otherwise at the local level.

Standby will be assigned as follows:

- All CPS and qualified CWS will be offered based on seniority.
- Any remaining assignments will be mandated to CPS and CWS qualified pool employees in inverse seniority who do not meet the maximum standby assignments for that area.

There will be a maximum number of standby assignments that any one employee can work within a prescribed time period. Considering the differences of staffing levels and geography across the state, the maximum number will be discussed amongst the parties at the local level.

Employees are expected to work their standby assignment except in hardship and emergency situations in which case the assignment will be given away based on seniority and equitably distributed. Non-emergency requests will be considered on a rotating seniority basis and distributed equitably. Such requests shall not be unreasonably denied. If no one accepts the assignment, the originally assigned employee will have to work the standby.

Trades must receive advanced written approval from both supervisors involved.



New hires, transfers or promoted CPS or qualified CWS employees cannot work standby for the first six (6) months in the position and until all required training for the job has been successfully completed.

Standby selections will occur every three months.

Reports are expected to be initiated as follows:

Weekdays:

5:00pm to 8:30am the next working day emergencies and directed situations.

Weekends:

Friday standby assignment

Friday 5:00pm to 10:00pm emergencies and non-emergencies

Friday 10:00pm to Saturday 8:30am emergencies and directed situations

Saturday standby assignment

Friday 10:00pm to Saturday 8:30am non-emergencies

Saturday 8:30am to 10:00pm emergencies and non-emergencies

Saturday 10:00pm to Sunday 8:30am emergencies and directed situations

Sunday standby assignment

Saturday 10:00pm to Sunday 8:30am non-emergencies

Sunday 8:30am to Sunday 3:00pm emergencies and non-emergencies

Sunday 3:00pm to Monday 8:30am emergencies and directed situations

Holidays

10:00pm night before holiday to 8:30am day of holiday non-emergencies

8:30am to 10:00pm emergencies and non-emergencies

10:00pm to 8:30am emergencies and directed situations

It will be decided on a local level which CPS/CWS will be responsible for initiating the non-emergency reports between 10:00pm and 8:30am on weekends and holidays. For example, if the standby employee on Friday from 10:00pm to 8:30am will initiate a non-emergency report on Saturday or will it be the responsibility of the standby employee that begins standby at 8:30am on Saturday.

## Supervisors

The following is the timeframe for supervisory standby coverage:

Weekdays 5:00pm to 8:30am the next working day

Weekends Friday 5:00pm to 8:30am Saturday

Saturday 8:30am to 8:30am Sunday

Sunday 8:30am to 8:30am Monday

Holidays: 8:30am the day of the holiday to 8:30am the day following the holiday

At the standby selection meeting assignments will be rotated amongst PSA Option 6 Child Protection Supervisors and Paired Team Supervisors equitably based on seniority. (Paired team is a team where the supervisor supervises investigators with permanency and/or high risk intact workers.)

On Friday nights all normal response reports are assigned until 10:00 p.m. After that, only action needed and emergencies are assigned overnight. Normal responses are held for the A.M. assignment. On Saturdays, normal responses are assigned until 10:00 p.m. On Sundays, normal responses are assigned until 3:00 p.m.

The standby supervisor is to ensure that if during their coverage a change in standby CPS/CWS is made that all case information is shared with the new CPS/CWS. For any change in supervisors, the supervisor leaving standby is responsible for sharing all case information with the supervisor coming on standby. All supervision is given by the assigned standby supervisor.

Employees are expected to work their standby assignment except in hardship and emergency situations in which case the assignment will be given away based on seniority and equitably distributed. Non-emergency requests will be considered on a rotating seniority basis and distributed equitably. Such requests shall not be unreasonably denied. If no one accepts the assignment, the originally assigned employee will have to work the standby.

Supervisors can trade an assignment(s) with another eligible supervisor provided that the dates being traded are already recorded on an upcoming calendar.

Standby selections will occur every three (3) months.

**15. CALL-IN PROCEDURES**

The call-in procedures shall be as follows:

Employees should call in as soon as possible but no later than one hour after the start of an employee's shift assignment; an employee will call his/her immediate supervisor or authorized designee (as specified by the local office) advising of his/her impending absence unless emergency circumstances prevent the employee from calling in.

For S.C.R. employees on the first and fourth shifts, employees shall call their immediate supervisor or authorized designee (as specified by the local office) no later than two hours prior to the start of their shift assignment unless emergency circumstances prevent the employee from calling in.

In offices where no supervisor is located, the employee shall call the next appropriate office/supervisor as designated.

**16. WORK RULES-CODE OF CONDUCT/ETHICS**

Should the Department desire to establish procedural work rules, such work rules shall be subject to the consultation and negotiation provisions of the Master Contract.

**17. PERSONAL SUPPORT PROGRAM**

The Personal Support Program telephone number is 1-800-647-8776.

**18. SEMI AUTOMATIC ADVANCEMENT**

It is agreed by both parties that the following provisions of Article XIX, Section 9, for the following titles will be handled as semi-automatic promotions and therefore postings will not be required in order for employees to move to their target title.

Child Protection Associate Specialist to Child Protection Specialist

Child Protection Specialist to Child Protection Advance Specialist

Child Welfare Associate Specialist to Child Welfare Specialist

Child Welfare Specialist to Child Welfare Advance Specialist

Day Care Licensing Representative I to Day Care Licensing Representative II

Employees who are performing satisfactorily shall be promoted to their targeted title once they are qualified.

**19. SMOKING POLICY**

The Parties agree that effective January 1, 2008, the Illinois Smoke Free Act, P.A. 095-0017, prohibits smoking in all indoor workplaces and public places. It also prohibits smoking within 15 feet of all entrances and exits, windows that open, and ventilation intakes.

**20. CONFIDENTIALITY OF SOCIAL SECURITY NUMBERS**

The parties agree that Social Security numbers shall not be on time sheets or department issued I.D. cards.

**21. SPACE ALLOCATION**

The parties agree that DCFS shall endeavor to obtain space in accordance with the C.M.S., Bureau of Property Management, space allocation standards and criteria on all future acquisition of office space for staff.

**22. INDEMNIFICATION**

As soon as a legal representation issue is known that falls under Article XIII, Section 6 of the master agreement, the employee shall contact the supervisor, Area Administrator and DCFS Legal Services as to the circumstances of the legal matter. DCFS will make the process regarding legal representation available on the D-Net.

**23. CHILD WELFARE SPECIALISTS**

Employees who are classified as Child Welfare Specialists as a consequence of the revision of the Social Worker series shall nevertheless be granted preference, after agency bidders, for jobs in the Social Worker series as if they were still in the same series, but only if they meet the requirements demanded by those agencies continuing to utilize the Social Worker titles, and only to the extent that they are eligible for selection in the sequence of selection rights set forth under Article XIX, Filling of Vacancies, or Article XX, Layoff, whichever is applicable.

**24. DISTRIBUTION OF SUPPLEMENTAL AGREEMENT**

Distribution of this Supplemental Agreement to DCFS employees will be accomplished by the Department posting an electronic copy of the agreement on the D-Net.

## MEMORANDUM OF UNDERSTANDING

### Court Attendance Policy

In recognition of the critical importance of attendance at Juvenile Court proceedings in the ongoing efforts by the Department of Children and Family Services to provide the best possible services to its clients, AFSCME Council 31 and the Department of Children and Family Services hereby agree to the following:

- (1) AFSCME and the Department will jointly work to identify and resolve the court issues of notification, case identification, tracking, key dates, and any other issues resulting in court attendance problems.
- (2) It is the expectation of the Department that each employee track, prepare, attend and fully participate in every Court hearing appearance mandated.
- (3) In an effort to verify actual court attendance and Legitimate Reasons for missing court, the Department reserves the right to conduct investigatory interviews and investigations in each case prior to requesting a Pre-Disciplinary meeting with the employee where there is reason to believe an employee's absence may be unexcused.
- (4) It is agreed that the method of counting a missed Court appearance will be based on the calendar day, i.e. a worker who misses a day in court will be charged with one occurrence even if the worker has missed more than one case on that day.
- (5) It is agreed that if an employee fails to attend a court hearing without a Legitimate Reason for excusal, as described in paragraph (6) below, the employee may be subject to the following levels of disciplinary action:
  - a) For the first occurrence of an unexcused absence in any period of twenty-four (24) consecutive months, an employee will be subject to a written reprimand.
  - b) For the second occurrence of an unexcused absence in any period of twenty-four (24) consecutive months, an employee will be subject to a three (3) day suspension which will include a one (1) day suspension without pay, with the remaining suspension days served as a paper suspension.
  - c) For the third occurrence of an unexcused absence in any period of twenty-four (24) consecutive months, an employee will be subject to a seven (7) days suspension which will include three (3) days suspension without pay, with the remaining suspension days served as a paper suspension.

d) For the fourth occurrence of an unexcused absence in any period of twenty-four (24) consecutive months, an employee will be subject to a twelve (12) days suspension which will include five (5) days suspension without pay, with the remaining suspension days served as a paper suspension.

e) For the fifth occurrence of an unexcused absence in any period of twenty-four (24) consecutive months, an employee will be subject to a twenty (20) days suspension which will include eight (8) days suspension without pay, with the remaining suspension days served as a paper suspension.

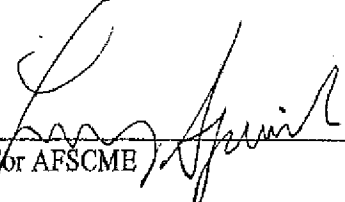
f) For the sixth occurrence of an unexcused absence in any period of twenty-four (24) consecutive months, an employee will be discharged.

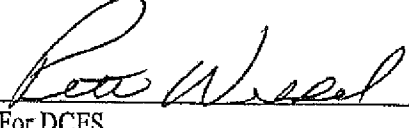
If a suspended employee requests, the employee may be permitted to substitute vacation or other benefit time (except sick leave) to maintain payment for up to two days of an actual (without pay) suspension day.

- (6) The following is a list of Legitimate Reasons that would excuse an employee from Court attendance:
- a) The employee: 1) was not present on the last court date; 2) the case file does not contain a record of the court date; and 3) no notification to the worker of the court date can be documented.
  - b) The employee: 1) received prior approval for time off work, such as vacation, holiday, personal business, non-emergency sick time; 2) notified in writing the employee's immediate supervisor of the court dates falling within the approved time off work so that the supervisor can take appropriate action to cover the court date and notify the court.
  - c) The employee was excused by the judge in a signed order on the prior court date.
  - d) The employee: 1) was notified of a subpoena or an order that the employee appear in court; 2) is not the assigned worker on the case; 3) notified OLS of the mistake; and 4) was advised by OLS staff that attendance was excused.

This limited list of reasons suggests our intention to minimize the significant disruption that occurs when staff fail to appear at scheduled court hearings. The parties recognize, however, that there may be other circumstances that would provide a legitimate reason for missing a court date, but these will be handled on a case by case basis within management's discretion.

- (7) If an employee is scheduled to appear on two separate calendars at the same time, the employee is responsible for informing the appropriate supervisor of the conflict, prior to the case being called. If additional support is needed to rectify the conflict the employee and supervisor will contact DCFS Legal Services. In Cook County, employees will directly inform DCFS Legal Services when conflicts occur.
- (8) If an employee requests emergency sick time or has an emergency circumstance that prevents attendance in court, it is the employee's responsibility to inform the supervisor of the scheduled court appearance as soon as possible and prior to the case being called.
- (9) AFSCME and the Department will actively educate and promote the critical importance of court attendance.
- (10) The Union's involvement will not relieve management of its responsibility in conjunction with the courts to ensure that an appropriate system of notification, identification and tracking be developed. Such system needs will be addressed on a statewide basis where identified.
- (11) The Court Attendance Policy is not intended to change the normal rules under the contract or in the arbitration process with respect to the appropriate time frames for considering prior discipline.
- (12) The Court Attendance Policy does not modify the normal schedule of progression of discipline when court attendance discipline is appropriately joined with other actions as a basis for progressive discipline.
- (13) The Court Attendance Policy is limited to those employees who fail to attend court and shall not be applicable to situations where an employee fails to submit timely reports to the court or receives a negative court report. In those situations discipline shall be administered in accordance with Article IX (Discipline) of the Collective Bargaining Agreement and the disciplinary track set forth in the Court Attendance Policy shall not be utilized.

  
 For AFSCME \_\_\_\_\_ Date 11/20/13

  
 For DCFS \_\_\_\_\_ Date 11/20/13

## FAILURE TO ATTEND COURT – STEP DISCIPLINE\*

STEP	DISCIPLINARY CONSEQUENCE
1	Written reprimand
2	3 days suspension, including 1 day without pay
3	7 days suspension, including 3 days without pay
4	12 days suspension, including 5 days without pay
5	20 days suspension, including 8 days without pay
6	Discharge

**\*This chart summarizes the disciplinary steps described in the attached Memorandum of Understanding. Please refer to the Memorandum for the full description of each step.**



**MEMORANDUM OF UNDERSTANDING**  
**AFSCME AND DEPARTMENT OF CHILDREN AND FAMILY SERVICES**  
**DCFS TRAINING**

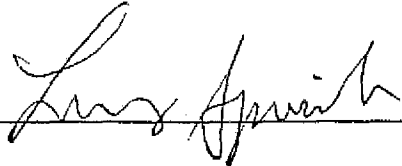
1. 20 Hours In-Service Training Requirement
  - A. Not less than six (6) months prior to the 20 hour certification date, employees with less than 20 hours of in-service training will receive an electronic notice from the Office of Workforce Development (Training).
  - B. Each Employee will be required to monitor compliance with the in-service training requirement through their on-line account at [www.dcfstraining.org](http://www.dcfstraining.org). The on-line training transcript will inform each employee of the number of hours credited and courses taken during the two-year period.
  - C. The Department Office of Workforce Development (Training) will inform employees by on-line written notices and e-mail announcements of mandated training courses and workshops, which will be credited to meet the 20-Hour in-service requirement.
  
2. Late Arrival for All Department Training
  - A. Beginning at 15 minutes after the scheduled start time of training, employees will be required to sign a late arrival sheet.
  - B. A copy of the late arrival sheet will be sent to the employee's supervisor explaining the reasons for the late arrival. Training is part of job performance and should be considered and evaluated in that total context.
  - C. Participants will not be admitted to the course one hour after the scheduled start time of training.
  
3. Core (Foundation) Training
  - A. New hires will be discharged during their Trainee or probationary period if they fail to successfully pass the required Core test the second time.
  - B. New hires who fail the required Core test the first time will be allowed, on a one-time basis, the option to take the Core test a second time; or, attend part or all of the next Core training session; or attend a Core test review session; and successfully pass the second attempt of the required Core test provided such can be accomplished prior to completion of any probationary period.
  - C. Internal and inter-agency promotions, job assignments, parallel movements, intra and inter agency transfers who fail the Core test the first time will be allowed, on a one-time basis, the option to take the Core test again; or, attend part or all of the

next Core training session; or attend a Core test review session; and successfully pass the post test provided such can be accomplished prior to completion of any probationary period. Failure to successfully pass the exam a second time will require them to return to their same or similar position/agency.

D. For agency-directed situations that result in an employee being transferred to a different position that requires taking a Core (Foundation) training and passing a required exam (such as an agency reorganization), the following will occur after a second failed exam:

- Employees will be given a third opportunity to pass the required exam;
- After a third Core test failure, the employee, the employee's supervisor and/or administrator, the Office of Employee Services, the Office of Workforce Development (Training), and a union representative (if applicable) will meet to discuss available options.

E. An employee will be notified as soon as possible of the results of the required Core test and the areas of deficiency if the employee must retake the test.

 11/20/13

For AFSCME

Date

 11/20/13

For DCFS

Date

**CROSS BID MEMORANDUM OF UNDERSTANDING**  
Between  
**AFSCME and the DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

Employees who are classified in the Child Welfare Specialist, Child Protection Specialist and Day Care Licensing Representative Series will be considered to be within the same position classification and series and within the same bargaining unit for the purpose of Article XIX (Filling of Vacancies) or Article XX (Layoff), whichever is applicable, but only if they meet the Department of Central Management Services' requirements for the position.

Qualified employees who are classified in the Public Service Administrator Option 6, Child Protection Specialist, Child Welfare Specialist, Social Service Program Planner, Child Welfare Staff Development Coordinator, Day Care Licensing Representative, and Child Welfare Administrative Case Reviewer series, will be given rights to vacancies in any of the above series in accordance with Article XIX, Section 5 (Promotion, Voluntary Reduction and Parallel Pay Grade Movement), after giving first consideration to qualified in-series bidders. Upon request, either party can reopen negotiations to this paragraph as it applies to Public Service Administrator Option 6.

Qualified employees who are classified in the Child Protection Specialist and Child Welfare Specialist series will be given equal rights to vacancies in the Management Operations Analyst and the Court Facilitator series after giving first consideration to qualified in-series bidders.

Under Article XX, Section 3 (Bumping and Transfer in Lieu of Layoff), employees will be offered vacancies in any of the above series contained in paragraph two, regardless of the Bargaining Unit, provided such movement represents a lateral or reduction in title.

Employees shall not, as a result of this Agreement, be eligible for any position for which they are not otherwise qualified. Qualifications for all titles will be determined and approved by the Department of Central Management Services.

It is understood that this Agreement is unique to the Department of Children and Family Services.

  
AFSCME Date 11-20-13

  
DCBS Date 11-20-13

The parties agree to enter into this program as a pilot plan until June 30, 1997, for the purposes of evaluating its benefits and problems as it relates to operational and employee needs.

### JOB-SHARING PROGRAM

**DEFINITION:** Job sharing is defined as two (2) people who divide one (1) full-time position between them, thus providing full-time coverage. Each of the two (2) people have defined duties for his/her approved portion of the position. Job-sharing is further defined as part-time permanent employment with pro-rated benefits.

**PURPOSE:** To accommodate operational needs of the Agency and the personal scheduling interests/needs of individual employees including reducing out-of-home child care. Job-share positions shall be divided as equitably as possible. Where more employees request job-sharing than positions available, the employee who demonstrates the greatest personal need shall have preference.

**SCOPE:** The scope of this program shall apply to positions wherein definable duties can be successfully split or shared without loss of efficiency. Decisions relative to the inclusion of positions and/or suitability of a position to be included in the program may be approved only by an advisory board made up of the following:

1. Classification Supervisor;
2. Personnel Manager;
3. Labor Relations Administrator;
4. Chief, Office of Employee Support;
5. Union Representative, where applicable.

- I. Prior to approval of a particular position by the advisory board, the latter will consider "Task analysis data" as appropriate on each position considered.
- II. The advisory board will also consider tools of the position, job satisfaction, cost and productivity potential for their final decisions.
- III. Positions considered for approval will be maintained on file with the Labor Relations Administrator.

#### IV. IMPLEMENTATION:

- A. Management's decision to fill an approved job-share position shall be executed under the provisions and agreements currently in place for full-time position candidates.
- B. Any employee of the agency who desires to be considered for job sharing may make such application to the appropriate supervisor. Employees should reduce their request to memo form. The memo should state the part-time portion they request, how the position could be divided and on what work schedule.
- C. Supervisors and their managers will review requests and consider these requests based upon staff availability, workload, scheduling, and coordination of the moves. Provided that work performance has been satisfactory and according to greatest need, then seniority for bargaining unit candidates shall be the determining factor for approval. If the supervisor considers the job-sharing request to be workable, then, within two weeks of the request, the supervisor will process employee requests through administration to Labor Relations for final review and approval or denial.
- D. Managerial and supervisory personnel must be available in person or by telephone during all times that employees are required to work so as to assure quality and quantity of work. The position postings are to include work hours.
- E. If necessary, overtime must be justified and approved by the supervisor in advance of being worked. Overtime will be subject to applicable agency policy.
- F. The scheduling of flex-time shall be by mutual arrangement between the employee and his/her supervisor.
- G. Job-share positions which include half days (4.0 hours maximum) will not receive lunch on such days. Schedules of 3 1/2 consecutive hours or greater shall receive a 15-minute break for each half-day schedule.
- H. Job-share positions covered by a bargaining unit will pay Fair Share or Union dues.
- I. All other benefits and seniority enjoyed by full-time employees will be given to job-share employees accumulating on a prorated basis of hours worked.
- J. Holiday time will be pro-rated in accordance with Personnel Rules.

- K. Job-share priority consideration shall be given to those whose need includes day care or child care problems.
- L. Job-share descriptions of the position are to include specific hours and this is to reasonably accommodate the work needs of the Department. Temporary restructuring of the work week of a shared-job employee may be necessary due to the absence of the other shared-job employee due to leave of absence, vacation, etc., as mutually agreed to by the parties.

If training or mandatory agency conferences need to be attended by these employees and are scheduled on days employees ordinarily would not work, it may be necessary to temporarily reschedule the employee work week so that each employee may attend such activities.

- M. Only certified employees shall be eligible for job-share which is not intended to erode possible full-time positions.
- N. Employees requesting to leave the job-share program may apply for other positions under current procedures.

In the event a job-share participant leaves the program, the vacated portion of the job-share position will be posted if full-time capacity is needed. If unable to fill the vacated part-time position, then management will decide whether to permit the remaining incumbent to continue as job share or whether the position would need to become full-time again, in which case, the incumbent would receive the full-time assignment without further posting.

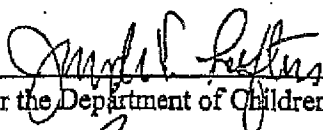
Job-share approval could end when it is found by the supervisor or other appropriate level administrator to be no longer appropriate for the job being shared. This could result from a leave of absence, suspension, or extended vacation of either or both of the shared-job employees.

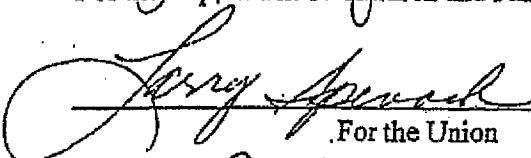
In the event there is no vacant position available at the time approval is withdrawn, while both employees remain in the current title, the Personnel Rules and/or the Master Contract layoff provisions would be in effect, as applicable.

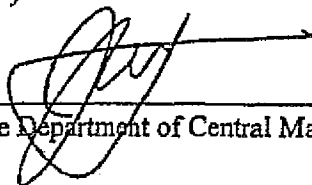
- O. This agreement shall not be construed as a waiver of any rights an employee has under the Master Agreement.

- P. This agreement shall be renewed from year to year unless either party provides written notice within 60 days of June 30 that they want to modify or terminate the agreement.

**EFFECTIVE DATE:** October 4, 1995

  
\_\_\_\_\_  
For the Department of Children and Family Services

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

  
\_\_\_\_\_  
For the Department of Central Management Services

## 9-DAY WORK SCHEDULE PROGRAM

9-day work schedules are listed on Attachment A.

### Implementation and Procedures

1. Participation shall be for actively working employees and will be voluntary and available to all certified staff. However, management has the option to increase or decrease participation based upon operational need.
2. All employees wishing to participate must complete and submit an Employee Flextime Request (CFS 726). (See Attachment B)
3. Supervisors and their administrators will review requests and consider these requests based upon staff availability, employee's whose personnel records warrant it, workload, scheduling, and the liquidation of benefit time.

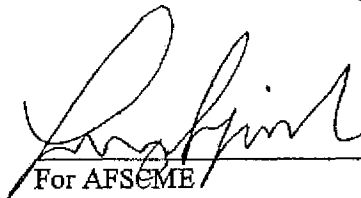
Where more employees request nine-day work schedules than positions are available, the employee who demonstrates the greatest personal need shall have preference or where the greatest personal need among employees is relatively equal, seniority shall be the determining factor. The scheduling of nine-day work schedules shall be by mutual arrangement between the employee and his/her supervisor. Within two (2) weeks, the supervisor will process requests through Administration to Labor Relations for final review and approval or denial.

4. Employee requests to withdraw from the 9-day work schedule program will require approval, but will not be unreasonably denied. The employee will remain on the alternative schedule until a date is assigned on which he/she can change to a different schedule.
5. Involuntary return of an employee from the 9-day work schedule to the regular 5-day work week may take place with a minimum notice of two weeks if: (a) the employee has abused the 9-day work schedule; (b) the employee's work has deteriorated; (c) the employee's attendance record has deteriorated; or (d) operational needs of the work unit change.



6. Leave credit will continue to be accrued at the present rate, i.e., 7.5 hours of sick leave per month, 22.5 hours personal leave per year, holiday at 7.5 hours per day and the appropriate monthly vacation earning rate per contract/Rule provisions. Leave usage charged shall be the actual scheduled hours of leave used, i.e., the actual number of hours scheduled to work.
7. When a holiday occurs on an employee's normally scheduled day off or short day, the employee shall be credited the appropriate number of hours of holiday leave. When a holiday occurs on an employee's normally scheduled work day, the employee will account for his/her additional time by using the appropriate hours of accumulated time. Personal, vacation, compensatory or holiday time, or hours authorized without pay (non-disciplinary) may be used. An employee may choose to work the balance of the day in lieu of liquidating accrued benefit time or may be allowed to make up the time on another day at a straight time rate.
8. The agency will attempt to schedule any staff meetings or staff training sessions when most workers are scheduled to work. However, if such meeting/training is scheduled on an employee's scheduled off day, that employee will receive paid time at the appropriate rate and method of compensation pursuant to the Master Contract or Personnel Rules, as applicable.
9. If an employee attends a Staff Development training session on a regular work day, additional time beyond 7.5 hours allotted for Staff Development shall be made up by the use of time as identified for holidays or by returning to the office to complete the workday.
10. Flextime requests will not be honored for those individuals participating in the 9-day work schedule.
11. Those on a 9-day work schedule will receive two 15 minute rest periods each day.
12. A switch day occurs when the employer requires or 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 or union paid-related reasons and may not be approved in situations which would normally warrant an employee's use of accrued benefit time or the assignment of overtime. Requests must be approved by the immediate supervisor prior to the date of the switch. The timekeeper must be informed of the switch by the supervisor.
13. For the purpose of overtime calculation, full time employees shall be paid at the applicable rate of the Master Agreement or Personnel Rules for all time worked outside of his/her normal work hours and/or work days. Scheduled work days cannot be changed to avoid payment of overtime or cause overtime to occur.

14. When an employee's duties change as a result of transfer, promotion or reassignment, the nine (9) day schedule is automatically terminated. If the employee desires the nine (9) day schedule in the new position, a new request may be made.
15. Employees on nine (9) day schedules shall receive an unpaid and uninterrupted lunch period of one (1) hour per day at the approximate mid-point of the work day.
16. Work schedules, days off and starting and quitting times are listed in Attachment A. Employees may indicate first and second preferences on their request forms. Seniority will be used to settle any scheduling disputes. Management retains the right to deny 9-day work schedule requests based upon operating needs.
17. This agreement shall not be construed as a waiver of any rights an employee has under the Master Agreement.
19. Exceptions to the terms and conditions of this Agreement will be considered where hardship situations or operational needs occur. Such exceptions may be made by mutual agreement only of the undersigned parties.
20. This agreement shall be renewed from year to year unless either party provides written notice within 60 days of June 30 that they want to modify or terminate the agreement.

  
For AFSEME                      11/20/13  
Date

  
For DCFS                      11/20/13  
Date

ATTACHMENT A

NINE-DAY WORK SCHEDULE

	Mon.	Tues.	Wed.	Thurs.	Fri.
7:30 am - 5:00 pm	O	X	X	X	X
8:00 am - 5:30 pm					
8:30 am - 6:00 pm	S	X	X	X	X
7:30 am - 5:00 pm	X	O	X	X	X
8:00 am - 5:30 pm					
8:30 am - 6:00 pm	X	S	X	X	X
7:30 am - 5:00 pm	X	X	O	X	X
8:00 am - 5:30 pm					
8:30 am - 6:00 pm	X	X	S	X	X
7:30 am - 5:00 pm	X	X	X	O	X
8:00 am - 5:30 am					
8:30 am - 6:00 pm	X	X	X	S	X
7:30 am - 5:00 pm	X	X	X	X	O
8:00 am - 5:30 pm					
8:30 am - 6:00 pm	X	X	X	X	S

X = Work Day 8 1/2 Hours

S = Short Day 7 Hours (1.5 hours short at end of schedule)

O = Regular Day Off

1 Hour Lunch

2 - 15 Minute Breaks



# Employee Flextime Request

## Read this information first

Flextime allows our employees to select working hours that best suit their needs. The availability of flextime is based on the department's operational needs. Flextime hours must be mutually agreed upon by the employee and his or her supervisor.

The immediate supervisor will then route the request through the Administrator/Manager, Deputy Director, and Labor Relations.

Before the request can be considered, the employee must complete Part 1 of this form and his or her immediate supervisor must complete Part 2.

This request becomes invalid when the employee transfers to another area of the Department.

## Part 1: Tell us why you are requesting flextime. (Print or type the following information).

The employee is to complete this part.

1. Check the type of request you are filing.

- new request
- change
- return to regular shift

b.  Four-Day work schedule  
 Requested work schedule (3 days at 9 hrs. 30 mins. work time and 1 day at 9 hrs. work time).

2. \_\_\_\_\_  
Name (first and last)

1<sup>st</sup> work day \_\_\_\_\_  
Start time \_\_\_\_\_ End time \_\_\_\_\_

3. \_\_\_\_\_  
Social security number

2<sup>nd</sup> work day \_\_\_\_\_  
Start time \_\_\_\_\_ End time \_\_\_\_\_

4. Area of Employment.  
\_\_\_\_\_  
Region

3<sup>rd</sup> work day \_\_\_\_\_  
Start time \_\_\_\_\_ End time \_\_\_\_\_

\_\_\_\_\_  
Section

4<sup>th</sup> work day \_\_\_\_\_  
Start time \_\_\_\_\_ End time \_\_\_\_\_

\_\_\_\_\_  
Work location

Requested off day: \_\_\_\_\_

( ) \_\_\_\_\_  
Phone #

c.  Nine-Day work schedule  
 Requested work hours:

5. What are your regular shift hours?  
Start time \_\_\_\_\_ End time \_\_\_\_\_

- 7:30 a.m. to 5:00 p.m.
- 8:00 a.m. to 5:30 p.m.
- 8:30 a.m. to 6:00 p.m.

a. Current flex hours if applies.  
Start time \_\_\_\_\_ End time \_\_\_\_\_

6. What time are you requesting? Mark a, b, or c.

\_\_\_\_\_ Requested day of the week to alternate as short day and day off. (Normal work hours will be reduced by one and one-half hours on the alternate work-week short day).

a.  Flextime  
Start time \_\_\_\_\_ End time \_\_\_\_\_



# Employee Flextime Request

7. Tell us why you need flextime. Be specific.  
Attach additional sheets if necessary.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. Read and sign below.

I understand that:

- this request may be denied due the department's operational needs.
- if approved, the schedule I have requested will be effective until it is officially changed.
- if I want to return to the regular shift schedule or change to a different flextime schedule, I must request that the change be made for the beginning of a pay period and change must be applied for and approved at least five work days in advance of the change.
- if approved, the schedule requested will be effective on either the 1<sup>st</sup> or 16<sup>th</sup> of the month.

I also understand that if my request is approved, I agree to:

- account daily, if required, for all work produced during the flextime period that my immediate supervisor is not present.
- discuss at the time of my annual evaluation, my continued need for flextime as well as any impact upon my job performance as a result of those flex hours.
- have my flextime terminated at any time that it is found to adversely impact my performance or the department's operational needs.
- Note: Management within DCP, Operations, and POS/Licensing approved for four-day and nine-day work schedules will be required to resubmit requests annually.

## Part 2: Answer the following questions

The immediate supervisor is to complete this part.

1. Will a supervisor from the functional area be on duty during employee's requested flextime hours?  Yes  No  
If "no," please explain. \_\_\_\_\_

2. Will you be able to effectively monitor the quality and quantity of work produced by the employee during the requested flextime hours?  Yes  No  
If "no," please explain. \_\_\_\_\_

3. Can all public contact or intra-agency communication responsibilities of the employee be successfully conducted during the requested flextime hours?  Yes  No  
If "no," please explain. \_\_\_\_\_

4. Can you state with reasonable assurance that the operating needs of your area will not be adversely affected by the employee's flextime?  Yes  No  
If "no," please explain. \_\_\_\_\_

5. As the employee's supervisor, I  approve  deny, this request.

Employee's signature

Date

Immediate supervisor's signature

Date

CFS 726  
1/01



# Employee Flextime Request

---

**Part 3: Complete the authorization.** *(Approve/Deny and sign the following information).*

The employee's Administrator/Manager, and Deputy Director are to complete this part

1. As Administrator/Manager, I  approve  deny this request for flextime.

\_\_\_\_\_  
Signature Date

If you deny the request, please explain. \_\_\_\_\_  
\_\_\_\_\_

2. As Deputy Director, I  approve  deny this request for flextime.  
(If applicable)

\_\_\_\_\_  
Signature Date

If you deny the request, please explain. \_\_\_\_\_  
\_\_\_\_\_

**Please forward to:** Labor Relations Administrator  
Office of Employee Services  
406 East Monroe, Station 373  
Springfield, IL 62701

3. As Labor Relations Administrator, I  approve  deny this request for flextime.

\_\_\_\_\_  
Signature Date

If you deny the request, please explain. \_\_\_\_\_  
\_\_\_\_\_

**Effective Date:** \_\_\_\_\_

MEMORANDUM OF UNDERSTANDING

Between

AFSCME Council 31

and

The Illinois Department of Children and Family Services

*AM*  
*1-1-90*  
*62*  
*RC 53* and *RC 53*  
*CALL BACK*

It is agreed between the Department of Children and Family Services and AFSCME Council 31 that effective July 1, 1990 (7-1-90) the provisions of Article XII, Hours of Work and Overtime, Section 21. Call-Back Pay shall be interpreted as cash payment. Such cash payment will be at the applicable rate (straight time or time and one-half).

In lieu of cash payment an employee may request compensatory time off at the rate it was earned either straight time or time and one-half. Such request shall be considered and granted or denied at the discretion of the employer. The employee shall make his or her choice known to the employer not later than the end of the work week in which the overtime was earned. Granting or denying of compensatory time shall be based on operational/fiscal needs and shall not be unreasonably denied.

Nothing herein shall be construed as altering or modifying the master agreement and/or the supplemental agreement between the parties in any way.

*Laura Howard*  
\_\_\_\_\_  
FOR AFSCME

Dated 6-19-90

*John R. Henderson*  
\_\_\_\_\_  
FOR DCFS

Dated 6-27-90

MEMORANDUM OF UNDERSTANDING

The parties hereby agree that for the purpose of defining the Work Location pursuant to the Supplemental Agreement between AFSCME and DCFS, the Region shall be defined by the geographical boundaries that currently exist and shall remain as such after the Departmental reorganization that is planned to take effect on or around October 1, 1992.

For AFSCME

*[Handwritten signature]*

8-27-92

For DCFS

*[Handwritten signature]*

8-31-92




The following shall be added to the Department of Children and Family Services' Supplemental Agreement:

SIDE LETTER

The Department of Children and Family Services and AFSCME Council 31, agree to discuss for employees who use their automobile for transporting DCFS clients and who carry automobile insurance, the payment of a premium for the "business use" endorsement. Such discussions shall include the Department of Central Management Services. In addition, the parties shall discuss the issue of stabilizing the work force within the Department.



For the Union



For the Employer

Executed: July 1, 2000

Renewed: July 1, 2004

Moved to DCFS Supplemental: September 5, 2008

LETTER OF AGREEMENT

(Scheduling of PSA Opt. 6's into the Standby Rotation – Downstate Only)

Current certified employees who either promote, job assign or transfer to a PSA Opt. 6 position in Child Protection (Investigations) will be eligible to be placed in the PSA standby rotation according to the following provisions:

1. Child Protection Advanced Specialists (CPAS) promoted to a PSA Opt. 6 in Investigations will be eligible immediately upon starting the new position.
2. Child Protection Specialists (CPS) promoted to a PSA Opt. 6 in Investigations will be eligible after four (4) months of being in the new position.
3. All other promotions or parallel pay grade movements to PSA Opt. 6 in Investigations will be eligible after six (6) months in the new position.
4. PSA Opt. 6's who job assign or transfer from outside Child Protection (Investigations) who have never worked as a CPS, CPAS or PSA Opt. 6 in Investigations will be eligible after six (6) months in the new position.
5. PSA Opt. 6's who job assign or transfer from outside Child Protection (Investigations) who previously worked as a CPS or CPAS within three (3) years of the effective date of job assignment or transfer will be eligible after four (4) months in the new position; otherwise, eligibility will be after six (6) months in the new position.
6. PSA Opt. 6's who job assign or transfer from outside Child Protection (Investigations) who previously worked as a PSA Opt. 6 in Child Protection (Investigations) within three (3) years of the effective date of job assignment or transfer will be eligible immediately upon starting the new position; otherwise, eligibility will be after six (6) months in the new position.

This agreement is entered into without precedent or prejudice to any other matter, except as it pertains to the enforcement of this agreement.

[Signature] 1-24-13  
For DCFS Date

[Signature] 2013-2-24  
For AFSCME Date

**CENTRAL REGION STANDBY  
SUPPLEMENTAL AGREEMENT ADDENDUM**

The maximum an employee is eligible to be on standby is 30 days in a 3-month standby calendar.

Non-emergency reports after 10:00pm on weekends and days before a holiday will be initiated by the following day's assigned standby employee.

Employees can only work standby in the assigned standby area of their headquarters.

Only Child Protection Specialist and Child Welfare Specialist (Placement and High Risk) are eligible to be assigned standby within the Central Region.

The Union or Management (Regional Administrator, Deputy Director, and Labor Relations) may request a meeting if it is believed that the standby coverage is insufficient.

Standby selection assignments are based on seniority. The following 3-month standby selections begin where seniority left off at the previous selection. As new employees become eligible within a standby area they will fall into order based on their seniority date for the next 3-month standby selection.

Champaign Sub-Region Standby Assignment Structure:

Bloomington – Day at a time

Charleston – Day at a time

Danville – Day at a time

Decatur – Day at a time

Urbana – Day at a time

Springfield Sub-Region Standby Assignment Structure:

Carlinville/Jerseyville – 4/3 split (Monday-Thursday and Friday-Sunday)

Jacksonville/Beardstown – Weekly (Monday-Sunday)

Quincy – Weekly (Monday-Sunday)

Springfield – Day at a time (covers the Lincoln and Taylorville area Monday-Thursday)

Lincoln/Taylorville – 3-days (Friday-Sunday)

Peoria Sub-Region Standby Assignment Structure:

Galesburg/Canton – Weekly (Monday-Sunday)

Ottawa – 4/3 split (Monday-Thursday and Friday-Sunday)

Peoria/Pekin – 2/3/2 split (Sunday-Monday, Tuesday-Thursday and Friday-Saturday)

Rock Island – Weekly (Monday-Sunday)

Consecutive standby assignment limits:

- Weekly offices must take at least a week off before eligible for another standby selection.
- 4/3 split offices must take at least 3-days off before eligible for another standby selection.
- 2/3/2 split offices must take at least 2-days off before eligible for another standby selection.
- Day at a time offices may work up to four (4) consecutive days but then must take a least one day off before eligible for another standby selection.

Holiday standby coverage may be scheduled a year in advance.

Carla Gillopie 3-25-14      Rita Wispel 3-27-14

For AFSCME

Date

For DCFS

Date

**SIDE LETTER TO STANDBY SUPPLEMENTAL**

Work assigned during a period of standby that is authorized by a supervisor to be delayed until after a standby assignment the following non-scheduled workday is considered call-back provided that the work is initiated no later than 10:00am. Work initiated after 10:00am shall not be considered call-back. If there is a break in completing the assignment (other than meal period) the call-back ends and any further authorized work on the assignment shall not be considered call-back. Call-back initiated after 10:00am may be authorized in extenuating circumstances at the sole discretion of management.

Luz Spruill 3-27-14

For AFSCME

Date

Rita Weissel 3-27-14

For DCFS

Date

**SOUTHERN REGION STANDBY  
SUPPLEMENTAL AGREEMENT ADDENDUM**

The maximum an employee is eligible to be on standby is seven (7) days in a six (6) week period.

Non-emergency reports after 10:00pm on weekends and days before a holiday will be initiated by the following day's assigned standby employee.

In the Marion Sub-Region, employees can only work standby in the assigned standby area based on headquarters.

In the East St. Louis Sub-Region, employees in Standby Area 1 (Madison, Bond, Clinton) and Standby Area 2 (St. Clair, Monroe, Randolph, Washington) must make selections in their assigned area based on headquarters. Prior to mandating standby selections, employees will be allowed to volunteer for any remaining assignments in the other standby area.

Only Child Protection Specialist and Child Welfare Specialist (Placement and High Risk) are eligible to be assigned standby within the Southern Region.

In the Marion Sub-Region, if mandating standby is necessary, CPS and CWS Placement and High Risk employees (*not limited to the CWS volunteers*) will be mandated in inverse seniority who do not meet the maximum standby assignments for that area. For this reason, all CWS (Placement and High Risk) employees in the Marion Sub-Region are required to successfully complete CERAP, child protection specialty, and local standby training.

The Union or Management (Regional Administrator, Deputy Director, and Labor Relations) may request a meeting if it is believed that the standby coverage is insufficient.

Standby selection assignments are based on seniority. The following 3-month standby selections begin where seniority left off at the previous selection. As new employees become eligible within a standby area they will fall into order based on their seniority date for the next 3-month standby selection.

Marion Sub-Region Standby Assignment Structure:

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Harrisburg/Metropolis/Cairo/Anna – 4/3 split (Monday-Thursday and Friday-Sunday)

Marion/Murphysboro

- Weekdays (Monday – Thursday) same weekday within a month.
- Weekends (Friday - Sunday) day at a time or entire weekend.

Mt. Vernon

- Weekdays (Monday – Thursday) same weekday within a month.
- Weekends (Friday - Sunday) day at a time or entire weekend.

Olney/Effingham – Day at a time

East St. Louis Sub-Region Standby Assignment Structure:

Standby Area 1 (Madison, Bond, Clinton) – Day at a time

Standby Area 2 (St. Clair, Monroe, Randolph, Washington) – Day at a time

Employees may volunteer for up to three (3) one-day assignments at a time before the next employee has an opportunity to volunteer for assignments.

Consecutive standby assignment limits:

- 4/3 split offices must take at least 3-days off before eligible for another standby selection.
- Day at a time offices may work up to four (4) consecutive days but then must take a least one day off before eligible for another standby selection.

Holiday selections are chosen one day at a time at the normal standby selection meeting based on seniority. Holiday standby coverage may be scheduled a year in advance.

Carla Gillespie 4-15-14      Peta Whelan 4-22-14

For AFSCME

Date

For DCFS

Date

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**ROCKFORD SUB REGION STANDBY  
SUPPLEMENTAL AGREEMENT ADDENDUM**

The maximum an employee is eligible to be on standby in the Freeport, Sterling and DeKalb offices is 24 days in a 3-month standby calendar. The maximum an employee is eligible to be on standby in the Rockford office is six (6) days per month.

Non-emergency reports after 10:00pm on weekends and days before a holiday will be initiated by the following day's assigned standby employee.

Employees can only work standby in the assigned standby area of their headquarters.

Only Child Protection Specialist and Child Welfare Specialist (Placement and High Risk) are eligible to be assigned standby within the Rockford sub region.

If a mandate for standby is necessary, CPS and all CWS Placement and High Risk employees (*not limited to the CWS volunteers*) will be mandated in inverse seniority who do not meet the maximum standby assignments for that area. For this reason, all CWS (Placement and High Risk) employees in the Rockford Sub-Region are required to successfully complete CERAP, child protection specialty, and local standby training.

The Union or Management (Regional Administrator, Deputy Director, and Labor Relations) may request a meeting if it is believed that the standby coverage is insufficient.

Standby selection assignments are based on seniority for the 3-month period. The following 3-month standby selections begin where seniority left off at the previous selection. As new employees become eligible within a standby area they will fall into order based on their seniority date for the next 3-month standby selection.

Rockford Sub-Region Standby Assignment Structure:

Rockford -- Day at a time

Sterling - Day at a time

DeKalb - Weekly (Friday 5:00pm to Friday 8:30am)

Freeport - 4/3 split: (Monday-Thursday and Friday-Sunday)



Consecutive standby assignment limits:

- Weekly offices must take at least a week off before eligible for another standby selection.
- 4/3 split offices must take at least 3-days off before eligible for another standby selection.
- Day at a time:
  - Sterling may work up to four (4) consecutive days but then must take a least one day off before eligible for another standby selection.
  - Rockford cannot work back-to-back days.

Holiday standby coverage may be scheduled a year in advance.


This agreement supersedes the Rockford Sub Region Standby Agreement signed June 12, 2014.



For AFSCME

Date

9-17-14



For DCFS

Date

116-15 A Valiente


**TEMPORARY JOLIET STANDBY AGREEMENT**

The parties agree that until April 1, 2016, newly hired Child Protection Specialists (CPS) and Child Protection Advanced Specialists (CPAdS) that cover the Joliet Field Office standby area will be eligible to perform standby after four (4) months in the job. With this agreement the following conditions apply:

1. The new CPS/CPAdS covered by this agreement will only be assigned standby on a voluntary basis, except as stipulated in #2 below.
2. If mandating standby is necessary, new CPS/CPAdS employees covered by this agreement shall not be mandated to work standby unless they chose to voluntarily work previous standby assignments. Once a new employee volunteers for a standby assignment they are entered into the "standby pool" in case mandating becomes necessary.
3. New CPS/CPAdS covered by this agreement who volunteer to work standby before their six (6) months shall only be subject to disciplinary action for rules of conduct violations (including falsification) or missing required mandates. General poor performance matters will be addressed with counseling and/or corrective action plans.

This agreement expires effective April 1, 2016, at which point the Statewide Supplemental Agreement that addresses this subject resumes.

This agreement is entered into without precedent or prejudice to either party and may not be utilized in any subsequent proceedings except for the enforcement of its terms.

  
For APSCME Date 11-20-15

  
For DCFS Date 11-23-15

**SOUTHERN REGION STANDBY  
SUPPLEMENTAL AGREEMENT ADDENDUM**

The maximum an employee is eligible to be on standby is seven (7) days in a six (6) week period.

Non-emergency reports after 10:00pm on weekends and days before a holiday will be initiated by the following day's assigned standby employee.

In the Marion Sub-Region, employees can only work standby in the assigned standby area based on headquarters.

In the East St. Louis Sub-Region, employees in Standby Area 1 (Madison, Bond, Clinton) and Standby Area 2 (St. Clair, Monroe, Randolph, Washington) must make selections in their assigned area based on headquarters. Prior to mandating standby selections, employees will be allowed to volunteer for any remaining assignments in the other standby area.

Only Child Protection Specialist and Child Welfare Specialist (Placement and High Risk) are eligible to be assigned standby within the Southern Region.

In the Marion Sub-Region, if mandating standby is necessary, CPS and CWS Placement and High Risk employees (*not limited to the CWS volunteers*) will be mandated in inverse seniority who do not meet the maximum standby assignments for that area. For this reason, all CWS (Placement and High Risk) employees in the Marion Sub-Region are required to successfully complete CERAP, child protection specialty, and local standby training.

The Union or Management (Regional Administrator, Deputy Director, and Labor Relations) may request a meeting if it is believed that the standby coverage is insufficient.

Standby selection assignments are based on seniority. The following 3-month standby selections begin where seniority left off at the previous selection. As new employees become eligible within a standby area they will fall into order based on their seniority date for the next 3-month standby selection.

Marion Sub-Region Standby Assignment Structure:

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Harrisburg/Metropolis/Cairo/Anna – 4/3 split (Monday-Thursday and Friday-Sunday)

Marion/Murphysboro

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- Weekends (Friday - Sunday) day at a time or entire weekend.

Mt. Vernon

- Weekdays (Monday – Thursday) same weekday within a month.
- Weekends (Friday - Sunday) day at a time or entire weekend.

Olney/Effingham – Day at a time

East St. Louis Sub-Region Standby Assignment Structure:

Standby Area 1 (Madison, Bond, Clinton) – Day at a time

Standby Area 2 (St. Clair, Monroe, Randolph, Washington) – Day at a time

Employees may volunteer for up to three (3) one-day assignments at a time before the next employee has an opportunity to volunteer for assignments.

Consecutive standby assignment limits:

- 4/3 split offices must take at least 3-days off before eligible for another standby selection.
- Day at a time offices may work up to four (4) consecutive days but then must take a least one day off before eligible for another standby selection.

Holiday selections are chosen one day at a time at the normal standby selection meeting based on seniority. Holiday standby coverage may be scheduled a year in advance.

Carla Gillespie 4-15-14      Pete Wilson 4-22-14

For AFSCME

Date

For DCFS

Date

**SIDE LETTER**

This side letter to the Southern Region Standby Agreement defines the employees in positions other than Child Protection Specialist and Placement and High Risk Child Welfare Specialists eligible to continue to perform standby within the Marion Sub-Region of the Southern Region based on a previous local level negotiated standby agreement:

- Kelly Foster
- Lisa Henderson

Kelly Foster will continue to be eligible to make standby selections in both the Marion and the Harrisburg/Metropolis/Cairo/Anna areas as long as Kelly Foster maintains in her current assignment as a Child Welfare Specialist in the Division of Clinical Practice and Development located in Marion.

At any point that Kelly Foster or Lisa Henderson decline to take standby assignments in any standby selection period, she will no longer be eligible to perform standby.

This agreement is made without precedent or prejudice to either party and may not be utilized in any subsequent proceedings except for the enforcements of its terms.

Carlo Gallespie      4/24/14      Paul Weal      4-24-14

For AFSCME

Date

For DCFS

Date