



May 14, 2014

TO: Michael Dillion  
FROM: Ron Pitts, Labor Relations Specialist  
SUBJECT: Illinois Department of Department of Natural Resources  
Supplemental Agreement

Attached is a copy of the above-reference supplemental, signed on March 11, 2014 has been approved by both parties.

If you have any questions, please let me know.

RP:cb  
attach.  
cc: Mike Newman  
Supplemental file  
Connie Belt

**Executive Director**

Henry Bayer

**Executive Vice Presidents**

Lori Laidlaw

Dorinda Miller

Carmin Willis-Goodloe

Yolanda Woods

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Duane Montgomery

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Miguel Vazquez



SUPPLEMENTAL AGREEMENT

Between the

State of Illinois Department of Natural Resources

Hereinafter referred to as the Agency

and the

American Federation of State County & Municipal Employees

AFSCME AFL-CIO. Council 31

for the

Bargaining Units of RC-10, 14, 28, 62 and 63

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RC-10, 14, 28, 62 and 63

Article V  
Step 2 Grievances

RC-10, 14, 28, 42, 62 and 63

Intermediate Administrator is defined as the ~~Regional Land Manager~~ next higher level supervisor outside the bargaining unit in the Division of Parks and Recreation.

Intermediate Administrator is defined as the next higher level supervisor outside the bargaining unit within the Office of Resource Conservation.

Intermediate Administrator is defined as the Division Manager for all other employees.

Article V  
Section 5

Number of Stewards  
RC-10, 14, 28, 62 and 63

The Union may appoint a maximum of 150 Stewards distributed on the statewide basis. The Union will submit the names of Stewards in writing to the Department of Natural Resources Labor Relations Administrator by the end of each CY, and agrees to notify the Department of changes in Steward Assignments. The Department will not recognize any employee as a Steward until such notice has been submitted. Any steward not recognized by the Department shall not be permitted time away from work to conduct union business nor be permitted to be present at any work location for the purpose of representing another employee.

Article VI  
Section 4

Bulletin Boards  
RC-10, 14, 28, 62 and 63

~~Bulletin boards or space on present bulletin boards will be provided by the Employer. Where space does not currently exist, the Union and the Agency will meet and mutually agree upon either providing space on existing bulletin boards or supplying a bulletin board with a reasonable amount of space.~~

The Employer shall provide bulletin boards at each work site where bargaining unit employees work, with reasonable space provided for the exclusive use of the union. Reasonable space will be defined as a bulletin board.

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Article VI  
Section 9

Union Orientation

By mutual agreement regarding time and place with the Agency, the Union shall be allowed to orient, educate and update each employee for up to one (1) hour during the term of the Contract for the purpose of informing employees of their rights and obligations under this Collective Bargaining Agreement, and without loss of pay for the employees involved. Such attendance by employees shall be on a voluntary basis.

The Union shall inform the Agency of the Union representative who will carry out the Union orientation.

All orientation sessions for employees who work in the Department of Natural Resources shall be arranged through Department of Natural Resources Labor Relations.

Article VII

Labor Management Meetings  
RC-10, 14, 28, 62 and 63

~~Agency-wide Labor Management Committee Meetings, which are to be held at least once every six (6) months, the total number of representatives for each party may not exceed twenty five (25).~~

~~There shall be a maximum of six (6) representatives from Management and six (6) representatives from the Union at all other Labor Management Meetings.~~

~~The Agency and the Union agree that a Labor Management Meeting be held on an as needed and mutually agreed upon basis at the Regional level for the Office of Land Management combined for RC 14, 28, 42, 62 and 63.~~

~~The Agency and the Union agree that a Labor Management Meeting be held on an as needed and mutually agreed upon basis at the Regional level for the office of Resource Conservation, (Divisions of Fisheries Resources, Forest Resources, Natural Heritage, Wildlife Resources) combined from RC-14, 28, 42, 62 and 63.~~

~~The Agency and the Union agree that a Labor Management Meeting be held on an as needed and mutually agreed upon basis combined for RC 10, 14, 28, 42, 62 and 63 employees of Sangamon County (excluding employees at Sangehris Lake State Park).~~

The Illinois Department of Natural Resources Labor Relations Administrator, or his/her, designee and the Union agree that Labor Management Meetings may be held on an as needed and mutually agreed upon basis at a mutually agreed upon location. Agendas shall be exchanged by the parties five (5) days in

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advance of a facility Labor Management Meeting and ten (10) days in advance of a statewide Labor Management Meeting.

There shall be a maximum of three (3) representatives from Management and three (3) representatives from the Union at all work site/location Labor Management Meetings. There shall be a max of 10 reps each, from Management and the Union, at all state-wide Labor Management Meetings.

Article IX  
Section 4

Discipline  
Pre-Disciplinary Meeting

Unless mutually agreed otherwise, the Union is to be informed of the alleged infractions for which an employee is being charged no fewer than three (3) work days in advance of the pre-disciplinary meeting. The time and date of meetings will be scheduled in advance to avoid conflicts for both parties.

Article IX  
Section 6(b)

Notification and Measure of Disciplinary Action

The employer may temporarily re-assign an employee who is the subject of an investigation to another work location and/or work duties pending the conclusion of the investigation upon notification to the union steward. However, such re-assignment shall not exceed thirty (30) calendar days, and the employee shall be reimbursed for any travel expenses in excess of his/her normal commute.

Article XI  
Section 2

Holidays

The Department shall suspend the practice of allowing Holidays to be accumulated indefinitely, except as provided in the Master Agreement. Any Holiday time accumulated prior to the signing of this agreement shall be allowed to be accumulated indefinitely. (10-15-03).

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Article XI  
Section 11

Holiday Work  
Site Technicians I and II

Holiday Scheduling – Unless mutually agreed otherwise on a work site basis, prior to the beginning of each calendar year, the Site Superintendent shall post a list of those holidays for which Site Technician I and/or II work will be required, if any, and the number of persons needed for each. Thereupon, the senior employee shall be offered to select one such day, and to exercise seniority to either choose or refuse such holiday work. Then the next senior employee shall select in the same manner, and so on through the roster and repeating until the schedule is complete. An employee cannot choose such holiday work if the particular holiday falls on his/her regularly scheduled day off.

Trading Days Off Policy

To enable RC-28 and Site Technician I and II staff in the Office of Land Management to trade days off to accommodate personal needs and ensure proper staffing for the Illinois Department of Natural Resources and AFSCME, Council 31 agree to the following policy.

PROCEDURE

1. Each employee can trade days off with employees in the same job classification, within the same work week. Monday through Sunday.
2. Employees will be responsible for finding another employee to trade days off.
3. Both employees will be responsible for filling out a TRADING DAYS OFF form and both employees shall sign the form. The form must be submitted seven work-days prior to the requested days.
4. After the form is filled out it will be given to the immediate supervisor for approval. The immediate supervisor will forward a copy to the timekeeper and to the employees' personnel file.

Article XII  
Sections 3, 4 and 6

Hours of Work-General Provisions  
Work Week

The Department of Natural Resources work week is Monday through Sunday. The department of Natural Resources standard work schedule is 8:30 a.m. to 5:00 p.m., except where separate work

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schedules are established. Meal periods are not less than thirty (30) minutes and not more than sixty (60) minutes.

Article XII  
Section 3

Overtime Rotation  
RC-14 Only

Overtime will be assigned to the employees who normally perform the work.

- A. To employees within the position classification series where possible, within the Division at the individual facility in the field.
- B. To employees within the position classification series where possible, Division wide, except overtime pertaining to a specific unit or section which requires specific knowledge or skills to perform the work.

In situations where the work to be performed is routine or a Division has a general project in which overtime is involved, Management may ask for qualified volunteers from the Divisions of the Department at the work location within the bargaining unit.

Article XII  
Section 4

Hours of Work  
Natural Resource Technicians Only

Employees shall be scheduled to work in a regular work schedule and each work shift shall have a regular starting and quitting time. However, where Agency practice provides for seasonal work and special program schedule changes, those changes may be implemented with a minimum of five (5) work day notice to the Union and the employees, if possible. Such special programs and seasonal work schedule changes shall not be subject to negotiations with the Union. Hours of

work for seasonal work or special programs may be adjusted only for the operational needs of the Agency and will not be altered solely to avoid the payment of overtime. Overtime compensation shall be in cash at the appropriate rate unless mutually agreed otherwise.

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Article XII  
Section 5

Hours of Work  
General Provisions RC-42 and Site Technicians I and II

Subject to the operating needs of the agency, at work locations where part-time positions are utilized, the employer will endeavor to schedule the part-time positions to cover less desirable weekend and/or evening shifts.

Article XII  
Section 5b

Hours of Work  
Seasonal Work Schedule Changes

Seasonal work schedule changes shall be outlined on a yearly schedule provided to the employee and the union by January 31 or another date mutually agreed upon. Seasonal work schedule changes shall only be utilized for programs of 5 days or more. However, at work locations which have waterfowl programs where dates are not predictable the employer will notify the employees and the union as soon as practicable but no less than 2 weeks prior to such change.

Article XII  
Section 6

Hours of Work  
Natural Resources Coordinator, Natural Resources Specialist and  
Natural Resources Advanced Specialist Only

Regular work schedules for Natural Resource Coordinators, Natural Resource Specialists and Natural Resource Advanced Specialists may only be adjusted based upon "biological need" occurrences in nature. Nothing herein precludes the Employer and an employee from mutually agreeing to other temporary changes in work schedules.

Article XII

Work Schedules

Employee work schedules shall be posted at each work site and upon request, the employer shall provide the union copies of employee work schedules. Within the Office of Land Management work schedules shall be established for a 12 month period and posted at each respective work

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site by January 31 of each year. After annual work schedules are established, and prior to providing the employees with their schedules, RC-28 employees will utilize their shift preference and days off rights. New schedules will begin on March 1<sup>st</sup> or the first Monday in March. After annual work schedules are established, were permanent changes in schedules affecting bargaining unit employees are warranted by programmatic or operational need, the employer shall act in accordance with the Master Agreement, Article XII, Section 19.

Illinois Department of Natural Resources (IDNR) recognizes the importance of accommodating the scheduling needs of its employees while still ensuring that the work requirements of the Department are being continually fulfilled—otherwise known as Public Act 87-552.

IDNR's 9-Day and 4-Day Alternate Work Schedule (AWS) enrollment month shall be the month of May. Employees will have the opportunity to apply for a new AWS, renew their current AWS, and renew their AWS with modifications during the month of May. Should a request not be filed prior to the Close of Business on May 30 or any other directed time within the month of May, the AWS shall be denied based on untimeliness.

An Alternate Work Schedule may be denied based on legitimate operational need(s). A 20% approval cap will be placed on each Office regarding alternative schedule allowance. Monday and Friday will be the traditional options for the non-scheduled days. Same holds true for the condensed day. An individual who is approved for an alternate schedule must have adequate available benefit time to cover an absence or holiday. If dockage occurs due to insufficient time, an individual can be denied an alternate schedule or revoked from their currently approved alternate schedule. If an individual is revoked from an alternate schedule due to insufficient time coverage, before re-applying, they must have at least 5 vacations days accumulated. An individual who has been on proof status within the last 90 days will be denied an AWS and/or have their AWS revoked. It is incumbent on the individual on the alternate schedule to complete an Official Leave Request to make up coverage for holidays that fall on regularly scheduled work days. Any abuse of an approved work schedule is subject to revocation of participation.

To ensure consistency throughout the Office, any requests to deny an employee's participation based on operational need must be submitted to the Human Resources Director or his/her designee for review and final decision. Revocation or discontinuance of the alternate schedule will be effective on the last day of the pay period with their participation ending on the last Friday of the pay period. Current practice regarding flex time schedules continues and is not applicable to the alternate work schedule cap of 20%. Multiple requests for the same schedule will be determined seniority.

Employees who promote, transfer, job assign, voluntarily reduce, parallel pay grade/lateral transfer, or transfer to another location will forfeit their AWS and must reapply with their new supervisor(s) in the aforementioned open enrollment month. Employees who are on probation

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will not be considered for an AWS or flex schedule. Once an employee successfully passes their probationary period, they may apply for an AWS in May and/or apply for a flex schedule.

When requested by employees at the Division level, a Committee comprised of equal numbers of bargaining unit and non-bargaining unit employees will be established to determine whether four-day work schedules, nine-day work schedules, and other flex time work schedules can be implemented within the Division the titles for each Office's 20% approval cap. Management retains the exclusive right to establish what titles may be included in the approval cap.

Article XIV

Temporary Assignment  
RC-14 Only

The Agency will attempt to assign temporary assignments to the employees in the next lower classification in the series in which the temporary assignment occurs to qualified employees, first in the Section, second in the Division, and third in the Office. Such assignments shall be equitably distributed on a rotating basis giving due consideration to seniority and the operating needs of the Agency.

Article XIV

Temporary Assignment  
RC-28 Only

The Agency will continue to pay Rangers and Senior Rangers temporary assignment pay according to the Master Contract.

Article XIV

Temporary Assignment  
RC-42 and Site Technicians I and II

Temporary assignment will be offered on a rotating basis within the work site.

Article XIV  
Section 5

Temporary Assignment  
Detailing

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The Department will notify the union of all instances of detailing in excess of two (2) calendar weeks. Detailing shall not be used to avoid paying an employee overtime. However, it is the intent of the parties that detailing may be used in accordance with Article XIV, Section 5 of the master agreement.

Article XIX

Filling of Vacancies

For selection purposes under Article XIX of the Master Contract, employees working 93% schedules will be considered full-time employees.

Article XIX

Section 2

Following the steps outlined in Article XIX of the RC-10, 14, 28, 42, 62 and 63 Contract of filling of vacancies, work location is defined as County of work except for a Complex. Each Complex is a separate work location; however employees shall be assigned to a primary site. If employees are assigned duties at any other site inside or outside of the Complex, the assignments shall be subject to all detailing provisions of the master Agreement and this Supplemental. All other work sites in a county are considered separate work locations.

If a one-headquarter Facility extends over more than one county, the work location of all employees assigned to the Facility shall be considered the county in which the headquarters for such a Facility is located.

For the purpose of filling of vacancy within a Complex (a multi-headquarter), within the Division of Parks and Recreation, Complex employees have first bid rights to vacancies in his/her Complex. Other non-Complex employees have first bid rights to vacancies outside any Complex. In the event there are no qualified bidders, all bidders in the county shall have rights to vacancies, The ten (10) Complex Areas are:

1. Starved Rock State Park and Matthiessen State Park.
2. Morrison-Rockwood State Park and Prophetstown State Park.
3. Illinois-Michigan Canal State Trail, Gebhard Woods/William G. Stratton State Park, Buffalo Rock State Park and Channahon State Park.
4. Kickapoo State Park and Middle Fork River State Fish and Wildlife Area, and Harry "Babe" Woodyard State Natural Area.
5. Ferne Clyffe State Park, Cache River State Natural Area and Tunnel Hill State Trail.
6. ~~Wayne Fitzgerald State Recreation Area~~, Wayne Fitz State Park, and Mt. Vernon Game Propagation Center.
7. Des Plaines Conservation Area and Des Plaines Propagation Center.
8. Moraine Hills State Park and Volo Bag State Natural Area.

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9. Jubilee College State Park and Rock Island Trail.
10. Siloam Springs State Park, Nauvoo State Park, Weinberg-King State Park, and Ray Norbut State Park

When the Department intends to create or dissolve a Complex, the Department will notify the AFSCME liaison to schedule discussions over the impact of such change.

Article XIX  
Section 2

Filling of Vacancies  
Construction Supervisor I and II

~~Postings for Constructive Supervisor I and II positions assigned to the Regional Hot Shot Crews shall be posted region-wide.~~

Article XIX  
Section 2. C.a

Filling of Vacancies  
RC-42 Site Technicians I and II

Job assignments and shift preference at the work site. Prior to posting, an employee may file a shift request form with the work site supervisor for the purpose of changing shifts in the event of a vacancy. Such request shall be granted pursuant to Article XVIII, and seniority permitting and the resulting vacancy shall be posted for bidding. Employees may not exercise their rights under this provision more than once every six months.

Article XIX  
Section 2. A.

Posting  
RC-14 and 28

The posting requirements shall be waived when a position is converted from 80% or above to a full time position, provided the position is not vacant at the time of the conversion. For all positions, excluding those at the IDNR headquarters, in the event there are more than one 80% or above part-time positions in the Division within the same work location and position classification, the position being converted to full-time shall be offered to employees in seniority order.

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Article XIX  
Section 2. B.

Posting  
RC-62 and 63

The posting requirements shall be waived when a position is converted from 80% or above to a full-time position, provided the position is not vacant at the time of the conversion.

Article XIX  
Section 2. C.

Posting  
RC-42

The posting requirements shall be waived when a position is converted from 80% or above to a full-time position, provided the position is not vacant at the time of the conversion.

Article XIX  
Section 4 and 6 (B)

Shift Preference and Days Off  
RC-14, 28, 42, 62 and 63

Shift Preference and Days Off bumping will be exercised on February 15<sup>th</sup> of each Contract year, by work site. New schedules will begin on March 1<sup>st</sup> or the first Monday in March.

Article XX

Layoff  
Office of Land Management Employees Only

In the Office of Land Management Only, an employee subject to layoff shall bump an employee with the least seniority in the same position classification. Employees exercising this option shall first attempt to displace the least senior employee in the immediately affected work site, then at any work site of the Office of Land Management within the county. This language is applicable to the AFSCME Master Agreement, Article XX, Section 3 c), d), e), f), g), and h).

The parties agree that if an employee cannot exercise the options contained in Article XX, Section 3 c), d), e), f), g), and h), at the work site, or in the county, then the following expanded bumping rights shall be applicable in the following manner:

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- Second Tier Bump to a site(s) not more than 40 miles from the employee's current work site, within the Region. The distance is to be from office to office, not more ~~that~~ than 40 miles.
- Third Tier Bump to a site(s) not more ~~that~~ than 40 miles from the employee's work site, but outside the Region. The distance is to be from office to office, not more than 40 miles.

This language is not applicable to Land Management employees in Sangamon County, except for those stationed at Sangchris Lake State Park.

Article XX

Layoff  
Office of Resource Conservation Employees Only

In the Office of Resource Conservation only, an employee subject to layoff shall bump an employee with the least seniority in the same position classification. Employees exercising this option shall first attempt to displace the least senior employee in the immediately affected work site, then at any work site of the Office of Resource Conservation within the county. This language is applicable to the AFSCME Master Agreement, Article XX, Section 3 c), d), e), f), g), and h).

The parties agree that if an employee cannot exercise the options contained in Article XX, Section 3 c), d), e), f), g) and h), at the work site, or in the county, then the following expanded bumping rights shall be applicable in the following manner.

- Second Tier Bump to a site(s) not more than 40 miles from the employee's current work site, within the Region. The distance is to be from office to office, not more ~~that~~ than 40 miles.
- Third Tier Bump to a site(s) not more ~~that~~ than 40 miles from the employee's work site, but outside the Region. The distance is to be from office to office, not more than 40 miles.

This language is not applicable to Office of Resource Conservation employees at the DNR Headquarters in Springfield.

Article XX

Layoff  
Bumping-Commercial Driver's License

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At the time of layoff, an employee who does not possess a Commercial Driver's License (CDL) shall be allowed to exercise his/her rights to bump into a position that requires a CDL. However, the employee must obtain the appropriate CDL prior to the effective date of the layoff. The employer shall make every effort, (which may include scheduling a CDL test at another driver's license facility) in assisting the employee in obtaining said license and an employee will be allowed reasonable time off without loss of pay to prepare for the test and to take the test itself. The employer shall also make available its vehicles to employee and employee shall be granted reasonable amounts of time without loss of pay to practice for the driving portion of the test and to take the test itself.

Article XXIII  
Section 3

Educational Leave  
RC-10, 14, 28, 42, 62 and 63

The Agency recognizes the potential benefit of granting educational leaves to employees, provided that the course of instruction will enhance the personal and career development of the employee. The Director of the Department of Natural Resources may approve education leaves which would benefit the State of Illinois by improving the employee's position or by qualifying the employee for advancement in rank or grade to another position in State service. Such leaves shall be granted on a first-come, first-served basis with consideration given to the operating needs of the Agency. The maximum number of employees which may be granted educational leaves in accordance with Article XXIII, Section 3 of the Master Agreement shall be in accordance with the following formula:

Maximum Number of Educational Leaves

RC-10	1
RC-14	5
RC-28	5
RC-42	5
RC-62	5
RC-63	5

Article XXV  
Section 1

Health and Safety Committee  
RC-10, 14, 28, 42, 62 and 63

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The Department of Natural Resources shall provide cholinesterase testing to pesticide operators or applicators no more than once per year upon the request of the employee.

Article XXV  
Section 9

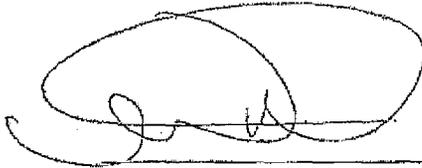
Cleaning of Uniforms  
Division of Parks and Recreation Only  
RC-28 and 62

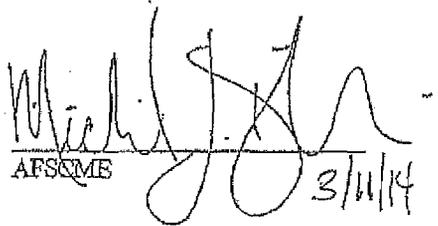
The Department of Natural Resources will continue to assume the responsibility of handling the cleaning of uniforms in accordance with the Master Agreement. The Department of Natural Resources will continue to assume the responsibility of pickup and delivery of uniforms.

Equipment and Clothing

(Site Technicians I and II) Any such protective equipment and wearing apparel given to certain employees for certain task and assignments shall similarly be given to all employees at different work sites performing the same task and assignments.

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Department of Natural Resources 5/11/14

  
AFSCME 3/11/14