



February 4, 2015

TO: Erik Hostetter
FROM: Ron Pitts, Labor Relations Specialist
SUBJECT: Illinois Department of Emergency Management Agency
Supplemental Agreement

Attached is a copy of the above-reference supplemental, signed on January 5, 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*
- Roberta Lynch
- Executive Vice Presidents*
- Lori LaIdlaw
- Dorinda Miller
- Carmin Willis-Goodloe
- Yolanda Woods
- Secretary*
- Patricia Ousley
- Treasurer*
- Robert Fanti
- Executive Board*
- Gloria Arseneau
- Garry Cacciapaglia
- Gary Ciacio
- Dave Delrose
- Safiya Felters
- Mark Kerr
- Gary Kroeschel
- Kathy Lane
- Ellen Larrimore
- Matthew Lukow
- Chris Milton
- Steve Mittons
- Duane Montgomery
- David Morris
- Steve Nordyke
- Ralph Portwood
- Cary Quick
- John Rayburn
- Kobie Robinson
- Ruby Robinson
- Yurvette Simmons
- Eva Spencer-Chatman
- Mike Turner
- Trudy Williams
- Retiree President*
- Larry Brown
- Trustees*
- Carlene Erno
- Tom Minick
- Miguel Vazquez



Supplementary Agreement
Between
American Federation of State, County and Municipal
Employees, AFL-CIO Council 31
and
Illinois Emergency Management Agency

ARTICLE I: Work Week

The normal work week is Monday through Sunday except as defined in the ERT Side Letter.

The normal hours in the agency are 8:00 A.M. – 4:30 P.M. with a one (1) hour lunch and core hours of 9:30 AM to 3:30 PM.

Labor and Management agree that in regards to scheduled lunch periods, both supervisors and employees shall allow a reasonable amount of flexibility, with prior notice, in adjusting lunch periods.

ARTICLE II: Definition of Work Location

A. For Sangamon County, Work Location shall be defined as countywide for the purposes of layoff, recall, and filling of vacancies. This definition shall not lessen employee rights relative to Article XX, section 3 (j) and (k).

For Illinois outside of Sangamon County, Work Location shall be defined as statewide for the purposes of layoff, recall, and filling of vacancies.

B. For the purpose of work-location Labor/Management meetings, work location shall be defined as the bureau. Bureau is defined as the primary unit of the agency. It is understood that a Bureau may include multiple counties.

C. For the purpose of overtime distribution, temporary assignment, and shift preference, work location shall be defined as each section at each physical work site. Section is defined as the secondary unit of the agency.

D. For the purpose of establishing Health and Safety Committees, work location shall be defined as work site.

ARTICLE III: Reports

A. In accordance with Article VI, Section 5 of the Master Agreement, the agency shall provide personnel transaction reports for Coded and Non-Coded Bargaining Unit employees to the designated Union Steward.

B. The agency will continue the practice of providing the designated Union Steward copies of the following reports:

- TA Reports
- Contract Employees by Title and Seniority Date
- Bargaining Unit Employees by Bureau

- Quarterly Overtime Report

The above list is not meant to be exhaustive or inclusive and additional reports may be provided or requested.

C. Within 10 business days of abolishing a position the agency will provide the designated Union Steward a report of Coded and Non-Coded positions abolished and the date they were abolished, and a copy of the position descriptions.

ARTICLE IV: Flex Time and Four-Day

A. The Agency will utilize Flexible/Four-Day/Nine Day schedule in accordance with the Master Agreement.

B. Management will issue an approval/denial for new Flexible/Four-Day/Nine Day schedule applications within fifteen (15) calendar days of the request.

C. Following the rules of corrective/progressive discipline, management reserves the right to review and/or remove Flexible/Four-Day/Nine Day schedule schedules to ensure that the needs of both the Agency/work unit and the employee are being met. Involuntary return of an employee from a Flexible/Four-Day/Nine Day schedule to the normal work hours may take place with a minimum notice of 15 days if: a) the employee has a flex time abuse problem, b) the employee's work has deteriorated and such deterioration is a result of the employee being on a flex schedule or management determines that correcting the employee's work problems justifies returning the employee to normal hours, and/or c) operating needs of the agency/work unit so dictates.

D. Flexible/Four-Day/Nine Day schedule will not be unreasonably denied and be based on the agency's operational need.

ARTICLE V: Educational Leave

A. The parties agree to accept the terms of Article XXIII, Section 3 of the Master Agreement for purposes of educational leaves of absences. Employees' requests for educational leaves shall be made in writing at least 30 days in advance of the requested leave.

B. The number of employees granted educational leave shall not exceed three (3) employees from each bureau at any given time.

C. The employer will issue an approval or denial within 15 calendar days.

ARTICLE VI: Bulletin Boards

A. In accordance with Article VI, Section 4 of the Master Agreement, the agency shall provide bulletin boards for union use at each work site having more than five (5) bargaining unit employees. All current bulletin boards shall be maintained.

B. Such bulletin boards shall be adequate in size and located in the respective rest areas as provided for in Article IX of the Supplemental Agreement.

ARTICLE VII: Stewards

A. The Union may designate agency stewards based on a ratio of no more than twenty Bargaining Unit employees per steward.

B. The number of stewards will be based on the monthly Bargaining Unit Employees by Seniority report.

ARTICLE VIII: Rest and/or Eating Areas

A. In accordance with Article XXV, Section 3i of the Master Agreement, the agency shall endeavor to provide space for a rest and/or eating area for each work site with five or more bargaining unit employees.

B. Where current practices provided an area with refrigerators, etc. such practices shall continue.

ARTICLE IX: Union Orientation

A. In accordance with Article VI, Section 9 of the Master Agreement, the Union shall be permitted up to one (1) hour to conduct its orientation as part of the orientation program of new employees. The Agency will provide AFSCME Council 31 ten (10) working days notice of the orientation session.

B. If the Agency does not schedule new employee orientation within the first three months of employment, the Union shall be permitted up to one (1) hour to conduct its orientation to these new employees. This orientation session shall be scheduled by mutual agreement of the agency and AFSCME Council 31.

C. Within three (3) months of Illinois State Labor Relations Board certification the Union shall be permitted up to one (1) hour to conduct its orientation for newly organized employees. The orientation session shall be scheduled by mutual agreement of the agency and AFSCME Council 31.

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

ARTICLE X: Health and Safety Committees

A. Work site Health and Safety meetings will take place when requested by either party. The committee will be comprised of up to three (3) Bargaining Unit members and up to three (3) members from management.

B. Any agendas shall be exchanged by the parties a minimum of two (2) weeks in advance of the scheduled meeting for statewide meetings and five (5) days for work site meetings.

ARTICLE XI: Labor Management Committees

A. In accordance with Article VII of the Master Agreement, work-location Labor/Management committee meetings shall be held within fifteen days of a request from either party. Bargaining unit employees shall not exceed five (5) participants from the work location.

B. Statewide Labor/Management committee meetings shall be held, if requested, with the agency head or his/her designees once each year unless the parties mutually agree otherwise for more frequent statewide meetings. Bargaining unit employees shall not exceed 15 participants.

ARTICLE XII: Posting

A. The parties agree, in accordance with Article XIX, Sections 2 of the Master Agreement, that the posting of permanent vacancies will be on all relevant Union bulletin boards as set forth in Article VII of this Supplemental Agreement.

B. The day these permanent vacancies are posted, the posting will be emailed out to all agency employees.

ARTICLE XIII: Personnel Security Files

The Union recognizes the fact that the Agency must screen some employees' backgrounds to satisfy the requirements for unescorted access to commercial nuclear power stations in Illinois and to radioactive material in quantities of concern. The information obtained from this screening process shall be kept in a locked confidential file* separate from the personnel and supervisor files. The employee shall have the right to review this information upon request and at a mutually arranged time. This file shall be identified as the Personnel Security File. The Personnel Security Files shall be maintained in accordance with all applicable rules/regulations defining the requirements for unescorted access to commercial nuclear power stations in Illinois and to radioactive material in quantities of concern.

The employee shall have the right to clarify or comment on any information contained in his/her Personnel Security File and reduce those comments to writing for insertion into his/her file. For

the Agency's screening purposes, the employee's comments shall be given due consideration toward the Agency's determination of whether or not that employee satisfies the requirements for unescorted access to commercial nuclear power stations in Illinois and to radioactive material in quantities of concern eligibility.

* For the purposes of this Article, a confidential file may only be accessed by the following: the individual on whom the file is maintained; his/her authorized representative; and those individuals identified in the applicable rules/regulations defining the requirements for unescorted access to commercial nuclear power stations in Illinois and to radioactive material in quantities of concern.

These Personnel Security Files will only be maintained for a period no longer than required by the applicable rules/regulations.

Copies of the Personnel Security File shall be given to the employee or designee upon written request.

ARTICLE XIV

A. In the event that an employee is unable to perform their normal work duties due to an ongoing official investigation, as an alternative to placement on administrative leave, an employee may be reassigned during the investigation. The parties agree that a joint labor-management committee shall be convened as soon as possible after determining that such a situation has arisen and determine a list of positions and/or duties that the employee may be assigned to perform.

B. Subsequent to the development of the list, the employee, after receiving notice of the investigation, shall first be given the option to choose from among specific assignments currently available. If the employee refuses to choose an available assignment, the employer reserves the right to assign the employee to a position or duties on the list.

C. A reassigned employee shall retain the same work schedule, days off and salary held prior to the reassignment. Alternatives to the employee's normal work schedule and days off may be by mutual agreement of the parties only. No other employee's assignment, days off, work schedule or salary shall be affected by an administrative reassignment.

D. If the investigation is not completed within forty-five (45) days, the labor-management committee shall reconvene to determine whether the circumstances require continuation of the assignment.

ARTICLE XV: Printed Agreement

The agency shall post a copy of this Supplemental Agreement on the Agency's intranet and send an email to each Bargaining Unit employee as notice of such.

For IEMA:

W.M. Moran 1/12/15
Date

Granite Peaks 1/12/15
Date

[Signature] 1/12/15
Date

Kay [Signature] 1/13/15
Date

For AISCME Council 31

[Signature] 1/5/14
Date

Arthur Skane local 805 1/5/14
Date

Date

Date