

SOS-SEIU 2023-2027



AGREEMENT

Between

THE OFFICE OF THE SECRETARY OF STATE

and

**SEIU LOCAL NO. 73
SERVICE EMPLOYEES INTERNATIONAL UNION,
CHANGE TO WIN, CLC**

July 1, 2023 through June 30, 2027



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PREAMBLE

This Agreement is made and entered into as of October 10, 2023, by and between the State of Illinois Office of the Secretary of State (hereinafter referred to as the “Secretary”) and SEIU, Local 73, Service Employees International Union, Change to Win, CLC (hereinafter referred to as the “Union”) on behalf of the employees in the positions identified in the bargaining unit set forth in Article 1 below.

ARTICLE 1 - RECOGNITION

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

<u>CLERICAL UNIT POSITION TITLE</u>	<u>SALARY GRADE</u>
Account Clerk	C3
Account Technician I	C7A
Account Technician II	C9A
Automotive Attendant	C7B
Automotive Body Specialist	C10
Auto Parts Auditor	C7B
Bindery Operator	C4
Communications Network Controller I	C6
Communications Network Controller II	C7B
Computer Mailing Machine Operator I	C2
Computer Mailing Machine Operator II	C9A
Computer Production Specialist I	C6
Correspondence Operator I	C2
Correspondence Operator II	C6
Data Center Specialist I	C6
Data Input Associate	C6
Data Input Controller	C2
Data Input Lead	C9A
Intermittent Account Clerk	C3

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Intermittent Computer Mailing Machine Operator	C2
Intermittent Correspondence Operator I	C2
Intermittent Correspondence Operator II	C6
Intermittent Data Input Associate	C6
Intermittent Data Input Controller	C2
Intermittent Motor Vehicle Regulations Tech I	C9A
Intermittent Motor Vehicle Cashier	C12
Intermittent Operations Assistant	C2
Intermittent Operations Associate	C6
Intermittent Public Service Clerk	C7B
Intermittent Public Service Representative	C12A
Intermittent Tour Guide	C4
Microfilm Laboratory Technician	C7A
Micrographic Imaging Technician	C7A
Motor Carrier Technician	C10
Motor Vehicle Cashier	C12
Motor Vehicle Regulations Technician I	C9A
Operations Assistant	C2
Operations Associate	C6
Printing Equipment Operator I	C4
Printing Equipment Operator II	C13
Public Service Clerk	C7B
Public Service Representative	C12A
Returned Check Collector	C13
Secretary I	C10A
Teletype Operator I	C9A
Tour Guide	C4

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1.2 Inclusions - Professional Bargaining Unit

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

<u>PROFESSIONAL UNIT POSITION TITLE</u>	<u>SALARY GRADE</u>
Accountant I	P10
Accountant II	P14
Accountant III	P18
Administrative Assistant I	P8
Administrative Assistant II	P14A
Administrative Assistant III	P16
Administrative Clerk	P3
Auto Parts Auditor Supervisor	P7
Auto Service Mechanic	P4
Business Service Representative	P12
Business Service Specialist	P19
Computer Production Specialist II	P8
Computer Production Specialist III	P12
Data Center Specialist II	P8
Data Center Specialist III	P12
Drivers License Hearing Officer	P8
Formal Hearing Officer	P15
Graphic Arts Illustrator	P6
Internal Auditor I	P15
Internal Auditor II	P19
Medical Review Specialist	P19
Methods & Procedures Advisor I	P8
Methods & Procedures Advisor II	P13
Methods & Procedures Advisor III	P17
Microfilm Lab Technician Lead	P6

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Micrographic Imaging Technician - Lead	P6
Motor Carrier Reciprocity Prorate Auditor	P19
Motor Vehicles Regulations Technician II	P7
Private Secretary I	P7
Private Secretary II	P11
Program Compliance Representative	P12
Public Information Representative I	P8
Public Information Representative II	P11
Safety & Financial Responsibility Hearing Officer	P8
Secretary II	P11
Teletype Operator II	P3
Training Specialist	P13

1.2.2 Titles or employees in positions that are determined either by the Illinois State Labor Relations Board or by mutual agreement of the parties whose work is of an emergency, temporary, confidential, managerial or supervisory in nature are excluded. Employees who succeed the incumbent employees in these excluded positions may be included within the bargaining unit if they do not meet one of the definitions as defined in P.A. 83-1012.

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

Accountant IV	P20
Accountant V	P21
Auto Parts Auditor Supervisor	P7
Drivers Facility Manager I	(Removed 8/1/17) *
Drivers Facility Manager II	(Removed 8/1/17) *
Executive I	(Removed 8/1/17) *
Executive II	(Removed 8/1/17) *
Office Operations Supervisor	P8
Printing Equipment Supervisor	P8
Public Service Supervisor	P8

* Pursuant to Illinois Labor Relations Board decision in S-UC-12-034 and S-UC-14-006

1.3 Exclusions

1.3.1 Some employees are excluded from the bargaining unit under the Public Labor Relations Act (5 ILCS 315/1 et. seq.). Where the Secretary and Union have agreed upon an exclusion, the exclusion shall stand, except where the employee's duties have changed to the extent that the parties agree that the position should be included. When employee duties are changed to the extent that the position should be excluded the parties may agree that the position should be excluded.

1.3.2 Any new positions that are added to this existing bargaining unit which potentially fall within the definition confidential, managerial, or supervisory under the Public Labor Relations Act, shall be negotiated with the said Employer and labor organization for possible inclusion or exclusion. If mutual agreement is not reached then the Employer may petition the Illinois State Labor Relations Board for possible exclusion.

ARTICLE 2 - MANAGEMENT RIGHTS

2.1 The Office of the Secretary of State retains the exclusive right consistent with the terms of this Agreement to manage its operations; determine its policies, budget and operations; to set its own standard of services; the manner of exercise of its constitutional and statutory duties and the direction of its working force, including but not limited to: the right to hire, promote, transfer, and assign employees; to demote, evaluate, allocate, discipline, suspend and discharge for just cause; to relieve employees from duty because of lack of work or other legitimate reasons; to determine the size and composition of the work force; to make and enforce reasonable production standards based upon operating needs; to make and enforce reasonable rules of conduct and regulations; to determine operating units and work to be performed therein; to determine the number of hours of work and shifts per work week; to establish and change work schedules and, with maximum reasonable notice, assignments; to introduce new methods of operation; to eliminate, contract and relocate or transfer work and maintain efficiency; to establish and define restricted work areas.

2.2 Nothing in this Agreement shall be construed to modify, eliminate or detract from the constitutional and/or statutory responsibilities and obligations of the Secretary.

ARTICLE 3 - WAIVER

3.1 Unless otherwise provided herein, this Agreement constitutes the entire Agreement between the parties. The Rules of the Department of Personnel, as amended, and the Policy Manual of the Office of the Secretary of State, as amended, are adopted by reference under the terms of this Agreement and the said rules and the policy manual shall be interpreted in a fashion so as not to conflict wherever possible. However, where such interpretation or construction is clearly in conflict, the terms of this Agreement shall prevail.

3.2 If any section, or part of any section, of this Agreement shall be held unenforceable by action of the Illinois Legislature, by action of the United States Congress or by any judicial body, the remaining provisions of this Agreement shall have and be given full force and effect as if the unenforceable part had not been included. The Secretary and the Union will begin to negotiate as soon as possible concerning the intent of the unenforceable portions of this Agreement. However, if the intent is the reason for the unenforceability then no negotiations shall be

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required and only the unenforceable portion of the contract shall remain null and void for the duration of the Agreement.

3.3 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. Each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement except in the circumstances set forth below, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Subjects not specifically covered by this Agreement or where the Secretary implements new programs or makes substantive changes in existing programs that impact directly on employees may be subject to negotiations. Either party may request negotiations in the above described circumstances.

ARTICLE 4 - NON-DISCRIMINATION

4.1 Neither the Secretary nor the Union shall exercise discrimination, interference, harassment, restraint or coercion against any employee because of Union membership, Union activity or because of a lack thereof.

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

4.3 Neither the Secretary nor the Union shall be considered in violation of this article based upon the individual improper actions of any one person, if they were unaware of such actions at the time of any subsequent complaint.

ARTICLE 5 - LEAVES OF ABSENCE

5.1 **Unpaid Leaves** Employees may be granted unpaid leave, subject to the provisions of the Rules of the Department of Personnel and the Office of the Secretary of State Policy Manual for the following purposes:

- Service in either the Peace Corps or Job Corps,
- Obtaining Additional Education,
- Election to Public Office,
- Family Leave for Birth or Adoption,
- Parental Reasons or Family Emergencies,
- Disability (employees may qualify for benefits through SERS), or
- General Reasons.

5.2 **Paid Leaves** Employees shall be granted paid leave, subject to the provisions of the Rules of the Department of Personnel and the Office of the Secretary of State Policy Manual for the following reasons:

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Military Leave,
Attendance in Court,
School Visitation,
Veteran's Hospital Visitation,
American Red Cross Disaster Relief, or
Work-Related Disability

ARTICLE 6 – DISCIPLINE

6.1 **Disciplinary Measures**

6.1.1 The Secretary agrees with the tenets of progressive corrective discipline. Such actions shall be done in accordance with the policies and rules of the office. However, the seriousness of a given offense shall determine the appropriate disciplinary action or measures which shall include only the following:

- a) Written Warning I,
- b) Written Warning II,
- c) suspension administered pursuant to Department of Personnel Rules 420.430(c) or 420.430(d), notice to be given in writing, and
- d) discharge administered pursuant to Department of Personnel Rules 420.430(f), notice to be given in writing.

6.1.2 Disciplinary action may be imposed upon an employee only for just cause. Discipline should begin with the immediate supervisor. Discipline can't originate from viewing video recordings. Video recordings may only be utilized to confirm a reported situation. An employee may, at management's discretion, be demoted for disciplinary reasons when it can be demonstrated that demotion is the alternative to discharge; an employee may be demoted for inability to perform his or her job prior to his or her performance reaching the point at which there would be just cause for discharge. Warnings shall be signed by the employee and placed in the employee's personnel file located in the Department of Personnel. An employee's signature does not constitute an admission of guilt, but only acknowledges receipt of such warning.

6.1.3 Any non-disciplinary counseling or consultation regarding an employee's job performance will be put in writing, will document required corrective action, and will be provided to the employee.

6.1.4 **Profanity** Profanity may result in up to a three (3) day suspension on the first offense. The Employer will consider all circumstances of the use of profanity prior to issuing discipline.

6.2 **Manner of Discipline** If the Secretary has reason to discipline an employee, it shall normally be done in a manner that will not embarrass the employee before the other employees or the public and shall be done in a timely fashion.

6.3 **Notification and Measure of Major Disciplinary Action** Upon the issuance of a Written Warning I or Written Warning II or proposed and/or final disciplinary suspension or discharge letter to the employee, the Department of Personnel shall furnish a copy of the letter to the Union within a reasonable time period. The letter proposing discipline shall contain a clear and concise statement of the reason(s) for the action. The measure of discipline and the statement of reasons may be modified, especially in cases involving suspension pending discharge,

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after the investigation of the total facts and circumstances. Once the measure of discipline is determined and imposed, the Secretary shall not increase it for the particular act of misconduct which arose from the same facts and circumstances. It is understood that proposed suspensions or proposed discharges are not grievable; discharges and suspensions become grievable only if and when the Secretary makes them final.

6.4 **Investigatory Interviews** An employee requested to attend a management or Inspector General investigatory meeting shall receive written notice of such a meeting via email or otherwise, and the notice will include the date, time and address of such meeting. The employee shall be entitled to the presence of a Union representative or, if the Union representative is not immediately available the interview may be postponed up to twenty-four (24) hours in order to have a Union representative in attendance at the investigatory interview by an individual who is acting in his/her official capacity and is not in the direct chain of command within the department of employ. The employee must request the Union representative and have sufficient and objective grounds to believe that the interview may be used to support disciplinary action against him/her. However, failure to exercise this right shall in no way invalidate any statement made to the investigating individual. When possible, the employee will be given notice prior to any investigatory interview. The steward may call a brief recess any time during an investigatory interview. At the meeting, the employee will not be compelled to testify or give evidence against one's self with regard to any information which will be used in a criminal proceeding. During an investigatory interview, the Union shall have the right to an equal number of representatives as management, with the employee being considered one of the Union's representatives. The Union may inquire about the status of all open cases on a periodic basis. If a case is unfounded and/or closed and the employee who was subject to the investigation had union representation, then the employee and the Union will be notified of the closing.

6.5 **Removal of Discipline** Any notations of written warnings imposed for tardiness or absenteeism shall be removed from an employee's official record if, from the date of the last warning, one (1) year passes without the employee receiving an additional warning or discipline for any offense. Any notations of written warnings for other causes shall be removed from the

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

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

6.6 **Disciplinary Conference**

6.6.1 In cases of discharge, an employee may request in writing and shall be granted a conference prior to the effective date of the discharge with an Employer representative who shall be designated by the Director of Personnel. The employee, at his/her request, may have a Union representative present. All facts, evidence, and witness testimony shall be furnished to the Union at the outset of the conference.

6.6.2 The purpose of the conference shall be limited to the presentation by management of the specific reasons for the discipline to be imposed, including any non-confidential documentation for the discipline, and any

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rebuttal or clarification of the facts, and/or mitigating evidence by the employee. Any suspension administered under Rule 420.430(d) of the Department of Personnel Rules shall not be subject to the provisions of this section.

6.6.3 **Procedures for Filing a Grievance** are as follows:

- 1) In the event an employee does not receive a favorable ruling at the Disciplinary Conference, the discharge will be processed by the Department of Personnel. If the Union chooses so, it shall file a grievance directly at the 3rd step of the grievance process in accordance with Article 7 of the Collective Bargaining Agreement.
- 2) The Union and the Employer agree that the Director of Personnel or his/her designee shall then determine the merits of the case on its face value without the necessity of a hearing.
- 3) Both parties agree that in the situation described in #1, a 3rd step hearing is not necessary.
- 4) Further, both parties agree that any information request filed by the Union on the proposed discharge shall be completed and provided to the Union prior to the meeting for the Disciplinary Conference.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.1 **Introduction** It is the intent of the parties to this Agreement to use their individual and collective best efforts to promote and encourage the informal and prompt adjustment of any complaint which may arise between the Union or any member covered under this Agreement and the Employer. Any employee that is within the bargaining unit must use the following grievance procedure unless the Union specifically waives its right to represent same. Therefore, the parties agree that they shall use the procedures set forth in this article for the resolution, strictly pursuant to the terms of this Agreement, of all alleged violations to the terms or provisions of this Agreement. The Union and the Secretary waive their rights, if any, to use any other procedure as a means to the resolution of any grievance. The Union and the Secretary further agree that they shall not initiate proceedings in any other forum in respect to any matter that is or may become the subject of a grievance as hereinafter defined. Geographical transfers, suspensions, discharges or demotions that are appealed to the Merit Commission may not also be arbitrated. The grievant must elect one avenue or the other within thirty (30) calendar days of the Step 3 response, unless the parties mutually agree in writing to an extension. If a selection is not made within the thirty (30) calendar day time frame, the right to arbitrate is forfeited. The parties will work together to avoid multiple filings on the same issue.

7.2 **Definitions**

7.2.1 **Grievant:** Any employee covered under this Agreement or the Union in behalf of at least one aggrieved employee in the unit, who, pursuant to the terms of this Agreement seeks resolution for a grievance.

7.2.2 **Grievance:** An allegation placed in writing by the Union that any provision or term of this Agreement has been violated by the Secretary. The written grievance shall contain the article and section of this Agreement alleged to have been violated and all of the known details such as date of violation, remedy sought or relief requested, date of first level grievance, and the signature of at least one aggrieved employee or an Agent of the Union. Grievances must be in writing on a form agreed to by both the Union and management.

7.2.3 **Grievance Meetings:** At all meetings, in each step of the Grievance procedure the Union shall have

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the right to an equal number of representatives as the Secretary, with the grievant counting as one of the Union representatives.

7.3 Grievance Procedure

7.3.1 Should any difference, dispute or grievance arise between the Secretary and the Union with respect to the interpretation or application of this Agreement, it shall be taken up in the following manner. All suspension grievances begin with the employee's Department Director (Step 2). All discharge grievances begin at the Department of Personnel (Step 3). Where appropriate, based upon the operational makeup of the department, the parties may agree to combine Step 1 and Step 2 into a single step or make alterations, such as bypassing step(s), in the procedure listed below. At all meetings, in each step of the Grievance procedure the Union shall have the right to an equal number of representatives as the Secretary, with the grievant being considered one of the Union's representatives.

7.3.2 Abandonment and Extension. If the employee or the Union fails to pursue, or initiate the grievance within the prescribed time limits, the grievance shall automatically be forfeited.

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

7.3.3.1 It is the intention of the parties to strictly and absolutely enforce the time limits in this Article 7. The prescribed time limits may only be extended by mutual consent of the Union and the Secretary. Extensions of time may be used for, but are not limited to, further investigation of the alleged violation, attempting to negotiate an agreement, geographical considerations, the inability of an employee to be present at a level, or providing for additional levels of management review. The following shall be the determinative factors for disputed time limits:

- (a) if the regular U. S. Mail is utilized, the postmark;
- (b) if Certified U. S. Mail is utilized, the date on the delivery receipt or, if refused to be picked up, the last date on the attempt to deliver message from the Post Office; or
- (c) if hand delivered, the date stamp on the document.
- (d) if emailed, a read receipt to the appropriate level person as identified by the Employer;
- or(e) if faxed, a fax receipt showing delivery to the appropriate office fax machine as identified by the Employer.

7.3.3.2 Grievance Procedures

(a) Except as set forth in 7.3.3.2.b. below, the above five methods shall be the only valid methods of delivery for the grievance process. Faxing or emailing a grievance and/or a response to a grievance shall not constitute official delivery for the purposes of establishing timeliness without appropriate receipts. Faxing and emailing may be used by either party to request an extension; however, the other party must consent for the extension to be allowed.

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(b) Step 3 Grievances

1) The Step 3 grievance will be sent by the Union, on the form prescribed by the Employer, electronically through e-mail. The Grievance will be sent to the designated Department of Personnel representative with a “cc” on the e-mail sent to the Director of Department of Personnel. If the grievance is not attached to the e-mail sent, it will not be considered valid.

2) The Union must meet the time limits for submitting the grievance as outlined in this Article 7. Therefore, the e-mail, with the grievance attached, must be submitted within ten (10) working days of receipt of the Step 2 decision, or in the absence of such reply, within ten (10) working days of the dates the reply was due.

3) The Department of Personnel’s time limits, as set forth in this Article 7, will begin with the date the Union receives the return read receipt.

7.3.4 **Step 1:** Within ten (10) working days of his/her knowledge of an alleged violation, an employee or union representative shall present the grievance via one of the delivery methods set forth in Section 7.3.3.1 above to his/her designated manager/administrator in writing on the prescribed form. The employee may be accompanied by a steward. The manager/administrator shall, within ten (10) working days of receipt of the grievance, meet with the grievant and attempt to resolve the grievance. If the manager’s/administrator’s response at the meeting is unsatisfactory then the grievance may be moved to Step 2.

7.3.5 **Step 2:** If there is not a satisfactory adjustment of the matter at Step 1, or if the designated manager/administrator fails to respond within the specified time, the grievance shall be presented to the employing department director or designee by the grievant or the Union and normally at least one aggrieved employee. Said grievance shall be submitted within ten (10) working days of the designated manager’s/administrator’s reply at Step 1, or in the absence of such reply, within ten (10) working days of the date the reply was due. Within ten (10) working days of receipt of the grievance, a conference call/video conference shall be held with the grievant, the Union, and the department director or designee to attempt to resolve the grievance. Where the work location for the grievant is in Springfield or Downtown Chicago (Chicago Central; 69 W. Washington; Chicago Public Service Center; 17 N. State), an in person meeting with the Director or designee may be held in lieu of the conference call/video conference.

7.3.6 **Step 3:** If the matter is not satisfactorily adjusted at Step 2, or the employing department director or designee does not respond within ten (10) working days of his notification, the Union may submit a written request for a review to the Director of Personnel. Such request shall be filed within ten (10) working days of the receipt of the Step 2 decision, or in the absence of such reply, within ten (10) working days of the date the reply was due. Within ten (10) working days of the Union’s request to move the grievance to the third (3rd) step, the Director of Personnel, or his/her designee(s), shall discuss with the Union representative whether the matter will be reviewed on its face or if a hearing will be ordered before himself/herself, or before his designee (herein after known as Hearing Officer) who shall make a recommendation. The decision on whether the matter will be reviewed on its face or ordered for hearing shall be at the discretion of the Director of Personnel or his/her designee(s). In the event a hearing is ordered, the Hearing Officer will hold the hearing within ten (10) days unless the parties mutually agree otherwise. The Hearing Officer, if other than the Director, will have twenty (20) days to present their recommendations to the Director of Personnel. After reviewing the grievance, or receiving the Hearing Officer’s recommendation, the Director of Personnel will make his/her final decision within ten (10) working days after receiving said grievance or

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Hearing Officer’s recommendation. The Director of Personnel shall note his/her final decision and disposition of the grievance by submitting a signed copy thereof to the grievant, to the Union, and to other parties thereto. The Director of Personnel’s final disposition of the grievance shall include sufficient factual information and findings for the Union to ascertain the logic of the decision or, at the director’s discretion, a copy of the Hearing Officer’s Report and Recommendation may be substituted for the facts and logic.

7.4 Arbitration Procedure

7.4.1 In the event that a grievance has not been satisfactorily resolved at Step 3 of the grievance procedure, the Union shall, within thirty (30) calendar days of the response from the Director of Personnel, request arbitration. Upon such request by the Union, the parties shall, within sixty (60) calendar days, select an arbitrator from the list below. If the first selected arbitrator is not available, the parties shall go to the second; if the second is not available, the third; etc. If no consensus can be reached then the parties will select an arbiter by striking names from the list. The first strike will be determined by a coin toss and the last remaining arbiter shall be the selection. The list of arbitrators shall be:

- | | | |
|----------------|---------------|-----------------|
| Matthew Finkin | Martin Malin | Peter Meyers |
| Jeanne Vonhof | Steven Bierig | Donald Petersen |
| | | Ruth Moscovitch |

7.4.2 The parties shall, within five (5) working days of selection of the arbitrator, contact the arbitrator to secure a mutually agreeable date for the arbitration.

7.4.3 Either party may, with notice to the other party, remove one name from the list at will. The parties will then meet and agree to a name to be placed upon the list.

7.4.4 At least fourteen (14) calendar days prior to a scheduled arbitration, the Union representative and an Employer representative shall meet and confer and shall agree to the following: a written statement of the grievance including articles and sections of this Agreement alleged to have been violated and specific relief requested by the Union; facts that can be stipulated; disputed facts; and lists of potential witnesses.

7.4.5 The arbitrator shall have authority only to interpret and apply the provisions of this Agreement and only to the extent necessary to decide the submitted grievance and shall not have authority to add to, detract from, or in any way alter the provisions of this Agreement. The decision of the arbitrator shall be binding upon the parties.

7.4.6 The losing party shall pay the costs of the arbitrator. Each party shall be responsible for the cost of its own transcript should it request one. If the arbitrator requests a transcript, the Union and Employer shall split the cost.

A written warning may be grieved through Step 3 of the grievance procedure; but no written warning, on its own, shall be taken to arbitration. If a written warning that has been grieved and upheld at Step 3 of the grievance

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procedure is used as a basis for a subsequent suspension or discharge that is challenged in arbitration, the Union may also challenge whether just cause existed to issue the underlying written warning.

7.5 Hearing Procedures

7.5.1 Location of Hearings: It is agreed that all employees employed on and north of Illinois Route 17 may go to Chicago for third level grievance and arbitration hearings unless parties agree otherwise; all employees south of Illinois Route 17 to Springfield may go to Springfield for third level grievance and arbitration hearings unless parties agree otherwise; all employees south of Springfield will be decided on an individual basis. In an effort to conserve time and resources, the parties may conduct third level grievance hearings by telephone conference in lieu of in-person hearings to address issues other than suspensions or discharges. Further, the parties may conduct third level grievance hearings by video conference in lieu of in-person hearings to address suspensions or discharges.

7.5.2 In arbitration hearings, the grievant shall have the right to be present during the entire proceeding along with Union staff representatives and an attorney. The Secretary shall have the right to be represented by the Director of Personnel or designee, a representative of the General Counsel's Office or outside counsel, and one other person. The parties may agree to allow other persons in addition to the others previously mentioned to be present during the proceeding.

7.5.3 In any event, employee-witnesses shall not be allowed to take a full day away from work simply by virtue of the fact that they are witnesses. All witnesses should be given an approximate appearance time and shall immediately return to work at the completion of their testimony unless their workday has ended during the course of their appearance.

7.5.4 Observers shall not be permitted at the hearing unless both parties so agree.

7.5.5.1 In arbitration hearings, the grievant shall have the right to be present during the entire proceeding along with Union staff representatives and an attorney. The Secretary shall have the right to be represented by the Director of Personnel or designee, a representative of the General Counsel's Office or outside counsel, and one other person. The parties may agree to allow other persons in addition to the others previously mentioned to be present during the proceeding.

ARTICLE 8 - REVIEW OF PERSONNEL FILE

8.1 Employees, with prior notice to their supervisor if during working hours, and/or their authorized Union representative, with written authorization, shall have the right to review the contents of their official personnel file kept in the Department of Personnel.

8.2 Such review shall be made during regularly scheduled hours of work, and after giving reasonable prior notice to the Director of Personnel or his/her designee.

8.3 An employee may have digital copies of all or part of his/her official personnel file emailed to them once a year (cost of \$5.00), or a hard copy mailed to them once a year for \$0.20 per page or \$20.00, whichever is less.

ARTICLE 9 – DOCKS/AUTHORIZED ABSENCES WITHOUT PAY

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9.1 **Definition** A dock is the procedure the employing departments use to notify the Department of Personnel and the Payroll Division to deduct an employee’s pay warrant for absence from the work force. A dock, in and of itself, is not a disciplinary action. Any dock may be used as a basis for progressive discipline, unless, pursuant to 9.2 below, the dock has been pre-authorized by management. When an employee is going to be disciplined for excessive docks, then the discipline shall be in accordance with the Secretary of State Policy Manual, as amended, entitled “Absenteeism and Tardiness.”

9.2 **Excused Absences Without Pay** Upon request of the employee and with explicit prior permission of the supervisor, an employee may be absent from work without pay. Absences of this nature shall be transacted as “Excused Absences without Pay” and may not be used as a basis for discipline for absenteeism and/or tardiness.

9.3 **Notices to Employee** The employing department shall furnish the employee a copy of the dock sheet in advance of the paycheck on which the pay is reduced as a result of the dock. Failure to provide a copy of the dock shall not be the basis for rescinding the dock or for negating disciplinary action.

ARTICLE 10 – EVALUATIONS

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

10.2 **Grieving Evaluations and Evaluation Conferences** Employees shall have the right to grieve their own evaluations through the third level grievance step. Employees may be evaluated at least once annually and prior to the end of any probationary period. The employee shall not have the right to a Union representative during the evaluation conference unless the supervisor is accompanied by another management representative, except when the immediate supervisor has been such for less than ninety (90) days.

10.3 **Performance Standards** Management shall endeavor to ensure that performance standards are objective and related to the duties of the position and that they are presented and explained to the affected employee at the start of the evaluation period.

ARTICLE 11 – WORKING CONDITIONS, SAFETY, AND HEALTH

11.1 **Safety and Health in the Workplace**

11.1.1 Health and Safety committees shall be established in both the Metro area and Downstate. The committees shall be composed of no more than ten (10) members, no more than five (5) to be appointed by management and no more than five (5) to be appointed by the Union. Management and the Union shall each appoint a chairperson from their appointees. The chair of the committee shall rotate, by meeting, between the two appointed Chairs. The committees shall meet at least twice per year to review and discuss:

- (a) equipment, procedures, ergonomic work environment issues;
- (b) new developments in work place technology safety concerns;
- (c) administration of drive tests to the public;

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- (d) maintenance of sanitary restrooms; or
- (e) other relevant matters in an effort to make certain that the office is as safe and healthy as possible while taking into account fiscal constraints, including but not limited to:
 - i. Inadequate or insufficient lighting for the performance of bargaining unit work;
 - ii. Inadequate, insufficient or improperly marked first aid chests;
 - iii. Excessive noise levels;
 - iv. Inadequate personal security for employees;
 - v. Indoor Air Quality;
 - vi. Working conditions that are not ergonomically correct;
 - vii. Unsafe vehicles;
 - viii. Workplace violence;
 - ix. Inadequate vermin control;
 - x. Potable water supply; and
 - xi. Bed bug infestations

Within thirty (30) days of each meeting, management shall provide a report summarizing issues discussed and measures agreed upon to address the items discussed. Five (5) working days prior to each meeting both parties will submit items to be discussed.

11.1.2 The Union may direct a health and/or safety issue grievance to the committee for discussion. The purpose of a committee shall be to determine if there is the existence of an unsafe or unhealthy working condition and, if so, to make reasonable recommendations for solution(s). Those recommendations shall be in writing and presented to both the employing department director and the Director of Personnel. Based upon the ability of management to respond, the Secretary shall make good faith efforts to correct the problem within a reasonable amount of time. Good faith efforts may include the inclusion of necessary monies in the budget request sent to the legislature for the next available fiscal year.

11.1.3 Whenever a very clear and present danger exists to an employee and requires immediate attention, the Union may take it directly to the employing department director.

11.1.4 The Union shall notify the Department of Personnel and provide reasonable opportunity to respond prior to taking issues to outside agencies.

11.1.5 The Employer is committed to providing a safe and healthy workplace for its employees. To that end, the Department of Personnel will notify the Union of situations of which it becomes aware that pose a threat to the safety and health of bargaining unit members, what actions it has taken to resolve the issue or what actions it intends to take to resolve the issue that the anticipated timeframe for resolution. The Department of Personnel will notify the Union of the final resolution of any investigation or testing within thirty (30) days of the conclusion of such investigation or testing.

11.1.6 If the Secretary of State is subject to a declaration of a pandemic made by a state, federal or municipal government agency with the power to do so, the Secretary of State and Union agree to meet and discuss the impact of the declaration on the employees.

11.2 **Keeping Equipment Repaired** The Secretary shall endeavor to provide prompt repair and service to mechanical equipment used by employees in the course of their normal work duties when the failure to repair or service presents a clear and present danger to the employee.

11.3 **Providing Employees Protective Equipment** Protective equipment may be provided by the Secretary when it is deemed by management that the protective gear is absolutely required to do the job. Any such equipment provided to any employee for the performance of certain tasks and assignments may be provided to other employees at different sites performing the same tasks and assignments given the same environmental and/or production circumstances.

11.4 Any employee whose job duties require two (2) or more continuous hours of keyboarding, using a VDT, or micrographing without the benefit of or the ability to have any break in work routine shall be given the opportunity to perform other non-keyboarding job duties for a period of at least five (5) minutes at or near the end of each hour. These job relief functions shall not be combined with any regular break and/or lunch hour.

11.5 **Providing Break Areas for Employees** The Secretary shall provide “break areas” in all State of Illinois owned facilities for all employees of the office. These rooms shall be in areas within reasonable access to the employees’ assigned work areas and shall contain adequate furniture including a table and chairs where space for such is available.

11.6 **Personal Safety of Employees**

11.6.1 The Secretary shall take reasonable precautions to insure the personal safety of all employees when they are working or when they are on Secretary of State premises while going to or coming from their assigned work locations.

11.6.2 By the nature of some of the work in the Office of the Secretary of State, working a non-traditional schedule may be required. The Employer will make reasonable efforts to see that the work environment is as safe as possible including proper security and lighting. If an employee is required to work until closing or after dark, management shall ensure that at least two employees are working the same schedule, unless such situation occurs due to an unexpected or unforeseen circumstance or event prior to dark or closing. If having two or more employees work the same schedule is not possible, the Employer will ask for volunteers to work the schedule. In no circumstance shall the Employer order an employee to work a closing or an after dark schedule by themselves.

11.6.3 In the Event that the appropriate law enforcement authorities with applicable jurisdiction, issue a notice that driving must be restricted to emergency situations, the Secretary will consider said notice as being of major significance in deciding whether or not to reassign employees to other work locations, to release employees from work with pay, or to permit employees not to report for scheduled work. If, pursuant to a directive from the Director of the Department of Personnel, an employee is directed by management not to report for work due to the closing of a work location because of a weather emergency, the employee will be paid his or her regular pay for the regularly scheduled hours lost. If work is available but an employee is excused by management from reporting for work due to a weather emergency, then the employee will be permitted to use the following paid time off, if available, in the following order, to substitute for regularly scheduled hours lost: paid personal leave time; if none, vacation time; if none, compensatory time; if none, holiday time; if paid time off has been exhausted, then the absence will be treated as an excused absence.

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11.7 **Ventilation** Subject to funding, the Employer will attempt to ensure proper ventilation in every work facility, including restrooms.

11.8 **Alarms** The Employer shall ensure that appropriate fire/emergency alarms are available in all work areas of Employer-owned buildings. Appropriate shall include special kinds of alarms for persons with disabilities including, but not limited to, sight alarms for the deaf and/or hard of hearing. An employee desiring to have a special alarm installed in his/her work area shall make application through the Americans with Disabilities Act (ADA) Committee for the office.

11.9 **Drive Tests in Facilities**

11.9.1 Prior to a road driving examination, the applicant will show proof of auto liability insurance.

11.9.2.1 At each facility a cutoff time for road tests will be posted and shall be enforced.

11.9.3 All road tests, pre-trip tests, and CDL skills tests will be suspended when severe weather conditions pose an imminent threat to an employee's safety.

11.10 **Drug and Alcohol Testing**

11.10.1 **Policy Statement**

To establish written procedures for conducting urinalysis/toxicology tests of all employees working in a safety-sensitive position when there is a reasonable suspicion that the employee is under the influence of alcohol or using an unauthorized banned substance (i.e., controlled over-the-counter prescription medicines and illicit drugs).

11.10.2 **Definitions**

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

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- (5) Possession of alcohol, cannabis, or a banned substance.

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

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

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

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

Prior to testing an employee based on reasonable suspicion, the Department of Personnel will utilize police personnel to confirm the reasonable suspicion observation and, if needed, to test and/or transport to a testing location.

11.10.3 Standards for Alcohol/Drug Testing

11.10.3.1 Alcohol Testing

Testing for blood alcohol content (BAC) will be required using evidential breath testing (EBT) devices approved by the Illinois State Police. Two breath tests are required to determine if a person has a prohibited alcohol concentration. A screening test is conducted first. Any result less than 0.04% alcohol concentration is considered a negative test. If the alcohol concentration reaches 0.04% or greater, this is a positive test and the employee shall be disciplined according to the policy.

Results:

Screening Test

Less than 0.04% = negative

Greater than or equal to 0.04%, confirmation test required.

Confirmation Test

Less than 0.04% = negative

Greater than or equal to 0.04% = violation of the rule.

11.10.3.2 Drug Testing

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Testing for drugs (as specified above) will be conducted using urinalysis. These samples are to be tested by an approved health and human services (HHS/NIDA) laboratory. Testing will be for the drugs listed below. A medical review officer (MRO) will review all positive results. The Union and the Employer shall agree upon a list of mutually acceptable MROs, from whom the Employer shall select an MRO when needed; if no MRO on the list is available, then an MRO shall be mutually selected by the Employer and the Union. Any employee testing positive for drugs will be disciplined according to Employer policy. A positive test reading will automatically call for a follow-up

confirmation test using (GC/MS) technique. The following cut-off levels will be utilized. Levels below those listed will be considered negative results.

	<u>INITIAL DRUG SCREEN</u>	<u>CONFIRMATION TEST (GC/MS)</u>
Amphetamines	1000 ng/ml	500 ng/ml
Barbiturates	300 ng/ml	150 ng/ml
Benzodiazepin	300 ng/ml	300 ng/ml
Cocaine	300 ng/ml	150 ng/ml
Marijuana	100 ng/ml	15 ng/ml
Methadone	300 ng/ml	150 ng/ml
Methaqualone	300 ng/ml	300 ng/ml
Opiates	300 ng/ml	300 ng/ml
Phencyclidine (“PCP”)		
Emit	75 ng/ml	
RIA	25 ng/ml	25 ng/ml

11.10.4 Employee Assistance

The Employer fully supports the Employee Assistance Program and encourages employees who have an alcohol problem and/or are using unauthorized banned substances to seek the confidential services of the Employee Assistance Program at their work place. The Employee Assistance Program plays an important role by providing employees an opportunity to eliminate alcohol and drug abuse. Referrals can be made to appropriate treatment and rehabilitative facilities who will follow-up with individuals during his/her rehabilitation period to track his/her progress and encourage successful completion of the program, should treatment be required. All discussions with an EAP referral coordinator will be held in strict confidence. While EAP is normally a voluntary program, anyone testing positive for alcohol or substance abuse under this policy is required to successfully complete a prescribed treatment program.

11.10.5 Disciplinary Action for Positive Test Results

Violations of this policy will be considered “just cause”. If, as a result of the investigation and/or disciplinary hearing, just cause is present, discipline shall be imposed as follows (discipline is subject to grievance/arbitration procedure.)

11.10.5.2 Positive Test for Alcohol and/or Drugs

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(a) First Offense

Employee shall be subject to 29-day suspension, mandatory enrollment in employee assistance program pursuant to 11.10.4, return to work and periodic random drug tests for one (1) year from the effective date of the suspension. Employee shall be required to submit proof of enrollment in the employee assistance program and documentation of satisfactory completion of the treatment program. Failure to show proof in enrollment and/or completion shall be grounds for discharge.

(b) Second Offense

Employee shall be subject to discharge in accordance with Department of Personnel Rules 420.430(f).

11.10.6 Random Testing

The Employer shall have the right to order random tests for the presence of unauthorized banned drugs/substances and/or alcohol on all employees who (a) are required to operate a motor vehicle as part of their job; (b) administer road tests or conduct safety inspections; and/or (c) operate dangerous or high speed equipment, subject to the third paragraph of this Article 11.10.6. Such employees shall be selected by the use of a lottery. The Department may test randomly up to twenty percent (20%) of the total number of such employees per year with a maximum of three such drawings with accompanying tests conducted per year. A Union-selected representative shall be allowed to monitor the lottery drawing process. All tests ordered by the Employer shall be at the expense of the Employer, and conducted by a neutral third party. Upon a positive test result, the employee and the Employer shall be notified of the same in writing, and the employee may request a second test of the specimen. Any subsequent test will be at the expense of the employee.

Any employee, under the influence of alcohol or illegal drugs, or abusing prescription drugs, while on duty, shall be subject to disciplinary action pursuant to Article 11.10.5 above. The refusal by any employee to submit to and complete any testing provided for under this Article shall subject the employee to disciplinary action, up to and including discharge. The job titles to which the first paragraph above of this Article 11.10.6 shall apply are as follows (or their successor or equivalent titles who meet one or more of the three criteria set forth in said first paragraph), but only if the employee in the title travels and/or covers multiple locations as part of his or her job and is not in the regular presence of his or her supervisor:

- Administrative Assistant II and III
- Automotive Body Specialist
- Auto Parts Auditor
- Auto Parts Auditor Supervisor
- Drivers License Hearing Officer
- Formal Hearing Officer
- Office Operations Supervisor/Public Service Supervisor
- Program Compliance Representative
- Returned Check Collector
- Training Specialist

11.11 **Public Service Representatives (“PSR”) Arrested for DUI/DWI**

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

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

11.12 **Marijuana Influence Testing**

If a test for determining the status of being under the influence of cannabis is developed and approved for use, the Union and the Employer will meet to bargain the implementation of such new technology and the effect of implementation on employees.

ARTICLE 12 – OFFICE OPERATIONS

12.1 **Employee Courtesy to the Public**

12.1.1 It is mutually agreed by the parties to this Agreement that the primary function of the Office of the Secretary of State is service to the public. To that end, each and every employee shall be expected to treat the public with which they come into contact in a courteous manner. Any employee violating this shall be subject to appropriate progressive disciplinary actions which may include suspension or discharge.

12.1.2 Employees who may dispute an allegation made by the public shall have the right to present voluntary witnesses or written statements in their behalf prior to any discipline which is the direct result of the discourteousness. As part of the investigation of such allegations by the public, the employee will be notified and given an opportunity to write a statement, and the employee’s written statement, if any, shall be considered prior to final disciplinary action being imposed.

12.2 **Mandatory Auto Insurance**

12.2.1 **Use of Vehicle for State Business:** Pursuant to the laws of the State of Illinois, each and every employee who uses their personal vehicle for transportation while in their official capacity shall have liability insurance in the amounts deemed appropriate by the Illinois State Legislature. To this end, each employee shall sign

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an affidavit asserting that they will have the necessary coverage if they use their personal vehicle on State of Illinois business.

12.2.2 State of Illinois business shall include any period of time that the employee is qualified to be reimbursed expenses for the use of their personal vehicle by their employing department.

12.2.3 **Proof of Insurance and Drivers License:** Effective January 1, 1990 and pursuant to the laws of the State of Illinois, each and every employee who owns and operates a personal vehicle shall have liability insurance in the amounts deemed appropriate by the Illinois State Legislature. To this end, each employee shall sign an affidavit asserting that he/she has the necessary coverage. Each employee for whom a valid Illinois driver's license is a job requirement shall provide proof of such validity periodically. Employees who, on July 1, 2004, have on file with the Department of Personnel an out of state address shall be required to provide proof of their out of state license to satisfy this requirement. Further, after July 1, 2004, on a case by case basis, the Department of Personnel, may approve an employee's request, for whom a valid Illinois drivers license is required, to have an out of state drivers license. Each employee to which this section applies, shall immediately notify the Employer in the instance his or her license is revoked, suspended, expires or is otherwise deemed invalid.

12.3 **Employee Use of Desks/Lockers and Eating Lunch at Desk**

12.3.1 Management shall, at its discretion, furnish employees with desks, worktables, and/or lockers into which personal as well as business related items can be stored. Upon request, management will make every effort to provide an area (such as a locker, a file cabinet drawer, a desk drawer, or any other storage area) for the storage of essential personal items during work hours. The providing of areas by management shall be based on space availability and budgetary constraints. These desks, worktables, and/or lockers are the property of the State of Illinois and, as such, may be the subject of periodic inventory and/or reassignment. Periodic inventory of the contents of a desk and/or locker by management or internal investigations must be witnessed by the employee and/or Union steward.

12.3.2 Employees may, with management permission, be allowed to take breaks and/or eat lunch at their desks as long as the desk is not in a "public service area" as defined by their employing department. If an employee is allowed to eat lunch at his/her desk, it is clearly understood that employee is not on working status, regardless of duties performed, for the purpose of calculating time for overtime compensation.

12.4 **Employee Appearance and Dress Code**

12.4.1 Pursuant to the public service duties of the office as described in 12.1 above, management may uniformly designate an appropriate dress code or standards including, but not limited to, such factors as articles of clothing, employee identification badges, hairstyles, and personal hygiene. Those standards are set forth in Appendix D which is attached to and incorporated in this agreement. From June 1st to October 1st, any facility employee scheduled/assigned to work outside (e.g. giving drive tests, working outside customer lines) is allowed to wear shorts on the day they are scheduled/assigned to work outside. The shorts must not be shorter than 2 inches above the knee and must meet all other requirements of the Dress Code, including not being torn, being in good condition, and being clean. This exception to the Dress Code only applies to facility employees on the day they are scheduled/assigned to work outside. Counter staff or other employees working inside the facility are not permitted to wear shorts.

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12.4.2 Employees violating the standards set for in Appendix D and/or this article shall be counseled as to the appropriate dress code or standards and shall be given one opportunity to conform. If the violation of the dress code or standards is deemed totally inappropriate to the position, an employee may be sent home without pay to correct the violation. After that one opportunity to conform, employees shall be disciplined for the next violation, and further violations shall result in progressively more severe discipline, up to and including discharge. In the event an employee's uniform becomes inappropriate due to a work related incident, he/she shall be allowed to return home to change without loss of pay and then return to work.

12.5 Use of Personal Equipment

12.5.1 Employees wishing to use job related personal equipment in the office shall notify their supervisor in writing of the personal equipment being used so that there is no confusion as to whether or not the equipment is personal or office-owned.

12.5.2 Non-job-related personal equipment or appliances shall not be allowed in the office except by specific written permission of the employee's supervisor. No use of personal entertainment equipment, which in the opinion of management hampers productivity, shall be permitted.

12.5.3 Neither the Office of the Secretary of State nor the State of Illinois assume any liability for loss, theft, and/or breakage of personal equipment while it is on state owned property.

12.6 Use of State Owned Equipment and Supplies for Personal Use Equipment and supplies furnished by the office shall be used only for official purposes and in the pursuit of approved projects or work unless specific written permission is given by the immediate supervisor and the director of the employing department. No equipment and/or supplies shall be used for personal reasons, either for profit or non-profit, either during or outside of work hours. Equipment and supplies shall be defined as anything in these categories purchased by and for the use of the office including, but not limited to, typewriters, word processing equipment, software, copy machines, computers, and other normal office supplies.

12.7 Public Service Areas

12.7.1 Public service areas shall be defined by the management of each employing department and shall be those areas routinely used by the public that the office serves. Smoking shall be prohibited in accordance with the Smoke Free Illinois Act. Nor shall there be any eating, drinking or blatant fraternization between employees of which one (1) or more is not in a working status. Breaks and/or lunch hours shall not be taken in public service areas except to perform their own personal transactions.

12.7.2 There shall be no displays of personal causes, including those of a political nature, unless those displays are approved by management. Approval by management shall include written permission of the immediate supervisor and the employing department director.

12.8 Accommodations for Deaf and/or Hard of Hearing Employees

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12.8.1 Communication between superiors and subordinates is very important in a work environment. Management shall encourage supervisors with deaf and/or hard of hearing employees to learn appropriate communication skills such as sign language. Pursuant to Article 15 of this Agreement, there shall be one labor/management meeting specifically for deaf and/or hard of hearing employees per calendar quarter at which a certified qualified interpreter shall be present. These labor/management meetings are generally held at the departmental level and may be held more than once a quarter with mutual consent of the parties. The deaf and/or hard of hearing employee may suggest certified qualified interpreters for any meetings but management reserves the right to determine which interpreter is used and when an interpreter is used. The Secretary will provide a certified qualified interpreter for meetings when the Secretary determines an interpreter is necessary. The deaf and/or hard of hearing employee may request that an interpreter be provided for a meeting. The Secretary will not unreasonably refuse such requests. Deaf and/or hard of hearing employees will not be denied the use of a TDD phone or other available technology for the purpose of contacting the Union, if there is no other method readily available for contacting the Union, and the contact is made from the same facility and is in accordance with the provisions of this Agreement regarding time taken for union business.

12.8.2 When a deaf and/or hard of hearing employee is required to use the telephone as part of their assigned work, the Employer will provide a TDD at the employee's work station. For personal use, management will continue to provide access with privacy to TDD's in a least one location in each building that a deaf and/or hard of hearing employee works. Additional accommodations for TDD's shall be directed to the Americans with Disabilities Act (ADA) Committee for the Office of the Secretary of State.

12.9 **Political Activity** Employees are free to participate or not participate in political activity at their own choosing. There will be no pressure from the Secretary for employees to participate in anyway in political activity nor shall the Secretary pressure employees not to participate in any political activity.

12.10 **Political Campaign Solicitation** The Secretary will not allow or condone the solicitation, at any time, at work by any representative of the Secretary of political campaign contributions or of any form of campaign support.

ARTICLE 13 – WORK LOADS AND POLICIES

13.1 **Establishing Work Loads/Productivity Levels** The parties agree that the Secretary has the right to establish reasonable workload standards and productivity levels. In units where such standards of productivity exist, they shall be reduced to writing, with copies distributed to the employees and the Union as soon as possible. When electronic monitoring of production standards is utilized, employees shall be notified either at the onset of employment or at the time that the monitoring is initiated.

13.2 **Providing Departmental Policies to Union** A copy of all current department policies shall be provided to the Union upon request. Such request shall not occur more than once each quarter. The Secretary will provide the Union with copies of all office-wide policies, pay plans or classification plans simultaneous to the time those policies are issued to the employees.

13.3 **Workplace Changes** Management will meet with employees that are affected by major changes that management makes in either technology or methodology. The meeting shall consist of an explanation of the change and any training necessary to fully implement the change. If the changes will affect the employment status of

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bargaining unit employees, Management will notify the union of the change and, upon request, will negotiate in good faith over the effects of such changes.

13.4 **Cross-Training** All facility employees will be subject to mandatory cross-training in all facility duties and responsibilities within the same or lower classification or paygrade, as determined by management, to assist in the operations. Management reserves the right to cross-train all other employees as needed as operations require within the same or lower classification or paygrade as determined by management. Upon request, management will offer the most senior employees the opportunity to be cross-trained first when management determines, after consideration of skills, ability and shift schedules that operations will not be adversely affected.

ARTICLE 14 – WORK RULES

14.1 If the Employer establishes reasonable work-related behavioral rules within an individual operating unit or office-wide, those rules shall be uniformly enforced. The Employer agrees to give notice prior to the implementation of said work-related behavioral rules to the employees affected and to the Union.

ARTICLE 15 – LABOR-MANAGEMENT MEETINGS

15.1 **Local/Departmental Meetings**

15.1.1 The department director(s) and/or their designee(s) requested by the Union and any affected managers will meet and discuss with the Union any issues that are directly relevant to provisions of this Agreement or other conditions of employment. Management shall not be required to discuss those issues which are inherently management decisions and/or policies. Such discussions shall not preclude the Secretary from implementing such changes.

15.1.2 Labor-Management meetings may be requested by either party to the other by submitting a written agenda at least five (5) days prior to the date of the proposed meeting.

15.1.3 The Union may not have more than three (3) shop stewards in attendance at such meetings. In addition, the Union may request that other interested employees be in attendance during that period when matters of particular interest to such employees are being discussed. Employees may attend such meetings during regularly scheduled hours of work without loss of pay only if specific permission is received from the employee’s supervisor and their absence will not interfere with the normal operation of their respective work areas. Attendance at meetings shall not entitle an employee to any reimbursement for travel.

15.2 **Statewide** The Union shall enjoy the same privileges as to labor-management meetings as outlined above except:

- (a) such meetings shall be held with the Director of Personnel or his/her designee, and/or the department director(s) requested by the Union and;
- (b) the Union may have up to six (6) shop stewards in attendance.

15.3 **Frequency and Location of Meetings**

15.3.1 Meetings requested and scheduled under this provision shall occur no more often than once a calendar quarter unless a clearly definable emergency requires scheduling more often.

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

ARTICLE 16 – UNION RIGHTS

16.1 **Union Activity During Working Hours - Paid Time Off** Employees shall, after giving reasonable prior notice to their supervisor, be allowed reasonable time-off with pay during working hours to attend new employee orientation sessions, grievance investigations and hearings, labor/management meetings, committee meetings and activities, if such committees have been established by this Agreement, or meetings called or agreed to by the Secretary, including contract negotiations and monthly worksite visits if such employees are entitled to attend such meetings by virtue of being Union representatives, stewards, witnesses or grievants, and if such attendance does not substantially interfere with the Secretary's operations. Employees released under this article shall be required to sign out and return to work immediately after the conclusion of the Union business and report to their immediate supervisor, except for de minimus matters totaling no more than a few minutes. Copies of the sign-out and sign-in records for Union activity/business shall be available to the Union upon request but no more often than quarterly.

16.2 **Union Activity During Working Hours - Unpaid Time Off** Local Union representatives shall be allowed time-off without pay for legitimate Union business such as Union meetings, state or area wide Union committee meetings and state or international conventions, provided such representative shall give reasonable written notice to his/her supervisor of such absence and shall be allowed such time-off if, in the judgment of the Secretary, it does not substantially interfere with the operating needs of the Secretary. Time-off allowed under this section shall be limited to a maximum of fifteen (15) working days per calendar year.

16.3 **Time Off Not Detrimental** Such authorized time-off shall not be detrimental in any way to the employee's record. Such authorized time-off within the time limits set forth in Article 16.2 above shall not adversely affect the employee's seniority.

16.4 **Notice of Meetings** The Union shall advise the Department of Personnel of such meetings at least one week in advance in order for a determination to be made as to whether the meeting qualifies for paid or unpaid time off. In emergency situations, notice shall be given as soon as possible. The Union shall provide verification of attendance for these meetings, upon request.

16.5 **Access to State Premises by Union Representatives** The Secretary agrees that local representatives, officers, stewards, or SEIU staff representatives shall have reasonable access to work areas of the premises of the Secretary, giving notice upon arrival to the appropriate Employer representative and the supervisor of the employee to be visited. Notice shall provide the purpose of the visit and the approximate length of time that the meeting will take. Any meeting in excess of thirty (30) minutes during working hours shall be approved by the

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Employer representative prior to the start of the meeting. Such visitations shall be for the reason of administration of this Agreement.

16.6 **Union Bulletin Board in State Premises** The Union shall be allowed to place Union bulletin boards in agreed upon areas and space shall be provided on existing bulletin boards for use by the Union. The items posted by the Union shall not be political, partisan or defamatory in nature. The Director of Personnel may disapprove any posting that violates Article 16.9 et al below.

16.7 **Information Provided to Union**

16.7.1 The Secretary, on a monthly basis, shall provide the Union, in writing, with names and addresses, ID, work location, work phone, personal phone, hire date, work email address, salary rate and title. The Secretary will also provide the union quarterly, a list of the following personnel transactions involving bargaining unit employees within each division and on a work location basis: new hires, promotions, demotions, transfers, reallocations, check-off revocations, layoffs, suspensions, discharges, terminations, resignations and retirements, membership and fair share payer lists, salary adjustments, and superior performance increases. Suspensions, discharges and terminations shall be provided to the Union upon receipt of confirmation by the Department of Personnel that the employee has received the written notice of the suspension, discharge or termination.

16.7.2 In addition, quarterly the Secretary shall furnish the Union a list of bargaining unit employees showing seniority dates as seniority is defined in Article 31. The Union shall also be provided with a list of transaction codes and updates of codes as needed.

16.7.3 On the 1st of July each year and at the signing of this Agreement, the Union shall furnish management, as designated by the Secretary of State, a written list with the names of the appropriate Union representatives including all stewards and any changes in those representatives while this contract is in effect. The Union will notify the Secretary in writing of any changes in stewards as soon as practicable.

16.7.4 On the first Monday of the month, a list of new employees hired into the bargaining units shall be mailed to the Union's addresses in both Springfield and Chicago. The list shall contain the employee's name, title, employing department, work unit, work county, rate of pay, and home address.

16.8 **Employee Orientation**

The Union may provide a pamphlet/packet of information to be provided to new employees at the time of hire. Where practicable, all new hire employees shall be introduced to the appropriate Union steward during the first week of employment. The Union will be allowed to conduct an orientation program for new employees on a regular monthly basis. The meeting shall generally be brief and last no more than one (1) hour. Should the Secretary elect to conduct orientations, the Union will be allowed to make a presentation at that time.

For those employees unable to attend the regular monthly meeting, a representative of the Union shall be allowed a period of time during normal working hours, not to exceed fifteen (15) minutes, to advise new employees of the benefits of the contract and their rights under said Agreement as well as the benefit of full Union membership.

16.9 **Distributing Union Literature**

Literature to be distributed under this provision must be provided to the Department of Personnel simultaneous to its distribution. In the event there is an objection to the content, the Union's representatives shall be contacted for discussion and clarification.

16.9.1 During an employee's non-working hours, they shall be permitted to distribute Union literature to other employees who are also on non-working hours provided such distribution takes place outside the normal work areas of employment unless the parties agree otherwise.

16.9.2 During an employee's non-working hours, he/she may be permitted, after securing permission from the supervisor of the area to be visited, to distribute Union literature to other employees providing that such distribution does not interfere with nor disrupt the work activities of the unit.

16.9.3 During an employee's working hours, an employee must request permission from the Department or area manager to distribute Union literature during working hours in work areas. Permission will not unreasonably be denied. Such distribution will not be allowed to interfere or impede work.

16.10 **No Derogatory Material**

16.10.1 No materials distributed by a Union member or management person shall contain derogatory, defamatory, vulgar or obscene information, cartoons or suggestions about any person.

16.10.2 This shall include any material posted under 16.6 above, distributed in 16.9 above, mailed to an individual, inserted into an employee's desk, or laid on top of a desk. This shall also include telephone calls or using the United States Mail for derogatory, vulgar or obscene purposes. Should any substantive information regarding the aforementioned be known of, it shall be called to the immediate attention of the appropriate SEIU, Local #73 or Secretary of State representative and the appropriate representative shall: (a) issue public apology to the person(s) affected and (b) take immediate steps to see it doesn't happen again.

16.10.3 If it does happen a second time, the Union or management person responsible shall be subject to appropriate discipline up to and including discharge.

16.11 **Lists of Union Stewards** Fifteen (15) days after the signing of this Agreement and once each year on July 1st, the Union shall provide the Director of Personnel with a list of all the Union stewards and their areas of responsibility. The Union shall also provide management with changes in the stewards and their areas of responsibility each time a change occurs. The latest official list will be distributed by management to each of their operating departments and only those stewards on that list shall have the rights afforded Union representatives by this Agreement.

16.12 **Use of Space** When requested by a Union steward or representative, management shall provide, based upon availability, a private space for the Union steward or representative to meet with an employee for the purpose of administering this Agreement. Upon request, management shall provide space in the area for a Union steward to put a Union furnished two drawer vertical filing cabinet for the purpose of storing Union related information.

ARTICLE 17 - SHOP STEWARDS

17.1 Rights and Responsibilities

17.1.1 The Secretary will recognize shop stewards in each work unit where the Union, pursuant to 16.11, gives notice to the Secretary of the appointment of a steward. Shop stewards may represent other employees in grievances and/or other matters during regular hours of work without loss of pay.

17.1.2 Shop stewards must obtain permission from their immediate supervisor prior to leaving their work area to act in their Union capacity. Such permission shall not be unreasonably withheld. Stewards will provide reasonable prior notice to the supervisor of the area, personnel liaison or designee before meeting with employee(s) or distributing literature or information under Articles 16.9.2 and 16.9.3.

17.1.3 At the request of an employee, a steward may be present during any disciplinary meeting pursuant to Article 6.

17.1.4 A steward shall not have the right to sit in during employee evaluation conferences except as provided in Article 10, Evaluations.

17.2 Number of Stewards

17.2.1 The Union will be allowed to designate an appropriate number of stewards to represent the workforce effectively and minimize any adverse impact of work production. Union stewards do not have jurisdictional areas. However, union stewards shall recuse themselves from serving as a steward for an employee who is in their direct line of supervision, if possible.

ARTICLE 18 - STRIKES AND WORK INTERRUPTIONS

18.1 During the term of this Agreement, the Union expressly waives any right to strike that may be granted under 5 ILCS 315/1 or by any other precedent or subsequent federal or state statute, ordinance or regulation which would also grant the Union the right to strike.

18.2 In addition, the Union will not cause or permit its members to cause, nor will any member of the Union take part in any sit-down, stay-in, slow-down, sick-in, sick-out, or any other

work curtailment in any office or facility of the Secretary. Nor will the Union cause or permit any of its members to take part in any picketing of any office or facility of the Secretary.

18.3 The Union agrees to notify all of its members within the bargaining unit and its shop stewards of their obligation and requirement under this article and in the event of some interruption of the function of the Secretary's offices or facilities other than by members of the Union, the Union will encourage employees to return to work.

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18.4 Furthermore, the Union and the Employer take notice of the fact that under the Illinois Public Labor Relations Act, as amended, there are more amicable methods of solving disputes, including mediation, binding arbitration and binding interest arbitration.

18.5 During the term of this Agreement, the Secretary will not institute a lockout or permanently replace bargaining unit members over a dispute with the Union so long as there is good faith compliance by the Union with this article, or unless the Secretary cannot efficiently operate in whole or in part due to a breach of 18.1, 18.2, or 18.3. Should the Secretary temporarily replace bargaining unit members, the terms of those temporary appointments shall be for no longer than the duration of the labor dispute plus thirty (30) days.

ARTICLE 19 - UNION SECURITY (Fair Share Agreement)

19.1 The Employer agrees to maintain Fair Share in effect for the duration of this Agreement.

ARTICLE 20 - AVAILABILITY OF CARDS

20.1 Where a facility or work location supplies dues deduction revocation cards, it shall also have available dues deduction authorization cards. Such cards shall be supplied by the Union and shall be made available only upon request of the employee.

ARTICLE 21 - UNION DEDUCTIONS

21.1 Dental, optical plans, COPE deductions or any other Union provided service which may require a deduction which is authorized by an employee and approved by the Comptroller's Office shall also be handled in the same manner as is past practice.

21.2 The Secretary will notify employees transferred or promoted from the bargaining unit that dues deductions will continue until the employee takes action to terminate dues deductions.

21.3 The Secretary will continue payroll deductions in effect immediately prior to any leave of absence upon the return from the leave.

21.4 **Dues and Initiation Fees**

21.4.1 The Union and the Secretary recognize that an employee's membership in the Union is distinct from the employee's authorization to deduct dues, assessments and fees from their paycheck on behalf of the Union and that, while membership may be revoked at any time, authorized deductions may not. Upon confirmation by the Union that an employee covered by this Agreement has authorized the deduction of dues, assessments, or fees the Secretary shall deduct such dues, assessments, and fees from wages owed to that employee, unless the authorization is revoked by the employee in accordance with the terms set forth on the employee's authorization form. The Secretary shall submit such deductions to the Secretary/Treasurer for the Union at the address designated by the Union semi-monthly. Employees may authorize such deductions by any means allowable under State and federal law. To the extent permitted by law, authorized deductions may only be revoked in accordance with the terms under which the

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employee voluntarily authorized such deductions regardless of the employee's membership status in the Union. Dues, assessment and fee revocations will be processed by the Union. In the event an employee appropriately revokes their authorization, the Union will notify the Secretary at the close of the revocation period. The Union will submit to the Secretary a list of employees who have authorized deductions and shall provide the Secretary with verification that the employee has authorized such deductions.

21.4.2 Such authorized deductions shall be made in accordance with law and the procedures of the Comptroller. The Union shall advise the Secretary of any increase in dues or other approved deductions in writing at least thirty (30) days prior to its effective date.

21.4.3 The Union shall indemnify and hold harmless the Secretary, its members, officers, agents, representatives, attorneys and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of or by reason of any action or omission to act by the Secretary for the purposes of complying with the provisions of this Article 21, or in reliance on any list, notice, certification, information, form, affidavit or assignment furnished by or on behalf of the Union under any of such provisions.

21.4.4 No temporary, provisional or emergency employee shall be subject to dues deduction under this article.

21.4.5 The Union will provide to the Secretary verification that an employee has authorized deductions for dues, assessments, or fees. Employees may express such authorization by any legally binding means under State or federal law. The Party's acknowledge and agree that the term "written authorization" and any similar terms used in this Agreement includes authorizations created and maintained by use of electronic records or signatures consistent with State and federal law.

ARTICLE 22 - INTEGRITY OF THE BARGAINING UNIT

22.1 **General**

22.1.1 The Employer's official policy for the length and duration of this Agreement is to recognize the integrity of the bargaining unit.

22.1.2 This policy shall discourage managerial personnel, acting in their official capacity, from initiating any actions which would impair the status of the Union as reflected in this Agreement and/or any such actions that would be considered an Unfair Labor Practice as defined in 5 ILCS 315/10 and additionally, there shall be a recognition by the Union that the solicitation and/or creation of grievances is a violation of this Article.

22.1.3 This policy shall also encourage mutual cooperation between the Union and the Employer in the spirit of fair-dealing and in the respect of each party's rights and obligations as stated in the terms of the Agreement.

22.1.4 Unless agreed to otherwise by the Union, the Employer agrees that it will not contract out or sub-contract bargaining unit work, if that contracting or sub-contracting results in the layoff or replacement of bargaining unit members who normally perform the work.

22.2 **Technological Change**

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22.2.1 When the Employer has approved a plan to implement new technology that may be utilized by and that may have a substantial impact on work performed by the employees or may result in the need of fewer bargaining unit employees, the Employer will immediately notify the Union in writing of such conditions. Moreover, the Employer agrees to meet and discuss with the Union regarding the proposed new technology, its implementation, and its effect on employees. No proposed technological change will be implemented less than thirty (30) days after the initial meeting.

22.2.2 Should the implementation of new technology result in the reduced need of bargaining unit employees, the Employer, to the extent possible, will first reduce staff through attrition, transfer of employees, offers of voluntary reduction or use of any other means that will not result in layoff before affecting such necessary reductions through layoffs. Any employee retained in the original work unit shall be properly trained in the use of the new technology and any employee transferred or subject to a voluntary reduction shall, when necessary, be retrained to perform the newly assigned duties.

22.2.3 Should the implementation of new technology result in layoffs, the Employer and the Union, to the extent possible, will advise affected employees of retraining and job placement services available through the Illinois Department of Employment Services and through any other appropriate state and federal agencies which provide retraining and job placement. The Employer will provide a person whose responsibility shall be to counsel, coordinate and advise laid off employees of outplacement and retraining resources. This person shall be available for up to sixty (60) days after the date of the layoff. Any additional outplacement and retraining shall be by agreement of the parties and, should there be any additional expenses involved, the Employer and the Union shall share these expenses equally.

22.2.4 Should the implementation of new technology result in layoffs, the Employer and the Union will jointly approach the legislative leadership to explore the possibility of obtaining legislation which would provide an early retirement program for employees laid off as a result of

technology. The layoff and recall rights of employees laid off as a result of technology shall be governed by Article 32.

22.3 **Volunteer Workers** The Employer shall not replace bargaining unit members with volunteer workers. Volunteer workers shall be defined as people who perform specific job functions for and under the direction of the Office of the Secretary of State but are not compensated in any manner for the work performed.

ARTICLE 23 - MAINTENANCE OF STANDARDS

23.1 The Employer agrees not to reduce any economic benefit, within the control of the Secretary, without direct negotiations with the Union prior to said reduction.

23.2 Any benefit unilaterally extended to all employees of the Office of the Secretary of State shall all be applied equally to the members of this bargaining unit with prorated benefits for any less than full time employees.

ARTICLE 24 - HOURS OF WORK

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24.1 **General** This article shall not be construed as a guarantee or limitation on the number of hours per day or workweek.

24.2 **Notice of Work Schedule Changes** The Employer agrees to notify the employees affected by permanent changes in the normal work schedule ten (10) workdays in advance, unless demonstrable needs and/or emergencies prevent such notification. In such cases, the Employer will notify the employees as soon as possible, but prior to the change. In non-emergencies, the ten (10) days can be waived if employees are in agreement on a lesser length of time.

24.3 **Work Week Defined**

24.3.1 The full-time workweek is defined as thirty-seven and one-half (37.5) hours in a regularly re-occurring period of one hundred sixty-eight (168) hours consisting of seven (7) consecutive twenty-four (24) hour periods. The normal workday shall consist of consecutive hours but may vary and may be interrupted by a lunch period. The normal workweek shall include at least two (2) consecutive days off. Other schedules may be authorized and approved by management.

24.3.2 For workdays of longer than six (6) hours, employees shall be entitled to two (2) rest periods of fifteen (15) minutes, with one occurring during the first half of the day and one during the second half of the day, and their normal lunch period. At the Employer's discretion, facilities with Saturday hours may combine the two (2) rest periods of fifteen (15) minutes into a thirty (30) minute break. For workdays of six (6) hours or less, employees shall be entitled to one (1) rest period of fifteen (15) minutes and their normal lunch period. For workdays of more than nine (9.0) hours, employees shall be entitled to three (3) rest periods of fifteen (15) minutes and their normal lunch period. Employees shall be allowed to leave their assigned work areas during rest periods and lunch periods. Based upon the past practice of an individual work section and the operating needs of the unit, employee breaks may vary from the above schedule but will not be less than that described above.

24.3.3 The Employer agrees to meet with the Union at labor/management meetings to discuss alternate work schedules. Alternate work schedule proposals will include plans for enhancing public service.

24.4 **Overtime**

24.4.1 Authorized work performed in excess of thirty-seven and one-half (37.5) hours in a normal workweek shall be compensated at time and one-half (1.5) in either cash or compensatory time. Overtime shall be earned in fifteen (15) minute increments with all overtime being rounded to the nearest fifteen (15) minutes.

24.4.2 Overtime may be paid in cash or compensatory time. The employee shall have the right to request the method of compensation, but the decision shall be made by the employing department based upon operating needs. Any overtime which is to be paid in cash shall be paid within three (3) pay periods.

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

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24.4.4 As outlined in the “Fair Labor Standards Act”, accumulated compensatory time shall not exceed two hundred forty (240) hours per employee for this bargaining unit. Any overtime earned over the two hundred forty (240) hour limit must be paid in cash within three (3) pay periods. Accrued compensatory time not used by the end of the fiscal year in which it was earned, shall be carried over into the next fiscal year with the understanding that this accrued time can only be used as time off and cannot be liquidated and paid in cash except during the lapse period.

24.4.5 Management retains the right to liquidate accumulated compensatory time with cash. However, if management chooses to liquidate accumulated compensatory time, an employee may, at his/her discretion, elect to retain up to twenty-two and one-half (22.5) hours of compensatory time. This election must be made within three (3) working days of notification of intent to liquidate.

24.4.6 In accordance with the Fair Labor Standards Act, except for personal leave, vacation time, and holiday time, which shall be considered, as time worked, non-working time shall not be considered in the calculation of overtime pay.

24.5 **Overtime Assignment Procedure**

24.5.1 Overtime shall be distributed as equally as possible among qualified employees who normally perform the work in the position classification in which the overtime is needed. Overtime shall first be offered to volunteers on a rotating basis in order of seniority from the list of such qualified employees; if all overtime assignments at that time are filled by volunteers, then, the next occasion overtime is offered, it will be offered in seniority order beginning with the next person on the seniority list after the last previous volunteer.

24.5.2 If sufficient numbers of volunteers are not available to perform the work, overtime will then be ordered by reverse seniority. The least senior employee who has not been previously directed by the Secretary to work overtime shall be directed to work the hours until all employees have been required to work. At this time the process shall repeat itself. Employees, who fail to work overtime as assigned, may be subject to appropriate discipline, up to and including suspension or discharge for insubordination.

24.5.3 Employees shall be given the maximum reasonable notice possible prior to the start of the overtime.

24.5.4 For purposes of equalizing the distribution of overtime, an employee who is offered, but not ordered, an overtime assignment and declines it shall be deemed to have worked the hours assigned.

24.5.5 The provisions of Article 24.5 shall not prevent the Employer from requiring employees who are engaged in performing a particular task or project or servicing a member of the public or other individual, from continuing to do so on an overtime basis as needed.

24.6 **Employee Requested Schedules**

24.6.1 Provided such a variance in a work schedule is acceptable to the unit supervisor and is approved by both the employing department and the Director of Personnel, an employee may vary their work schedule from the normal workday of their unit.

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24.6.2 For full time employees, such a variance shall provide for a thirty-seven and one-half (37.5) hour workweek and provide for at least a one-half (.5) hour lunch period per work day of six (6) hours or longer.

24.6.3 Requests for schedule changes shall be made at least one (1) month in advance of the proposed effective date of the schedule change, provided that schedule changes can only be effective on a Sunday. Management shall have the obligation to consider an employee's request for a schedule change only once within a one (1) calendar month period.

24.6.4 Employee requested schedule changes, if granted, may be canceled, revoked, or suspended by the employing department director for any good reason, including, but not limited to: ensuring that telephone, reception, and public contact areas are covered; abuse of flextime by an employee; reduction of services within the unit and/or other reasonable grounds pursuant to sound or efficient business practice. If the Employer cancels, revokes, suspends or denies an employee-requested schedule change, the Employer will provide the reason(s) upon request.

24.6.5 There shall be no arbitrations regarding the approval, denial, or revocation of employee requested schedule changes unless the employee can show that the denial or revocation directly causes an undue medically related hardship and the requested schedule fits within existing scheduling parameters including, but not limited to, hours of normal service, current staffing levels, and the operational needs of the unit.

24.6.6 If an employee requests to work a particular shift and that request is denied, the Employer will provide an explanation for the denial.

24.7 **Adherence to Travel Regulations** In the event an employee of the Office of the Secretary of State is required to perform assigned tasks in other than their official headquarters, the payment of mileage reimbursement shall be in accordance with the current travel regulations of the State of Illinois as administered by the Secretary of State Travel Control Board.

24.8 **Tardiness**

24.8.1 Employees are expected to arrive at their assigned work location on time. However, due to circumstances outside of their control, employees are sometimes late.

24.8.2 When dealing with an employee who is only a few minutes late, management shall attempt to be flexible and fair in handling the situation. If the employee is not regularly late, if the employee is not otherwise a time abuser, and if the operational needs of the work unit allow, management may make minor adjustments to the employee's work schedule on that work day or management may allow the employee to use accrued leave time (other than sick time) to resolve the matter. However, nothing in this provision shall be interpreted to prevent management from initiating disciplinary actions and/or dock when deemed appropriate.

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24.8.3 Sign in and out procedures as well as call in procedures shall be provided in writing by the Division Manager or the Department as whole. The procedures will identify the time system to be utilized.

24.9 Call-in/On-Call/Pagers/Stand-By

24.9.1 Call-in If an employee is called and required to work by his/her appropriate supervisor, only time worked (time worked is defined as the time of the start of the work to the logical conclusion of the work or resolution of the problem) outside the normally scheduled work hours shall be considered compensable hours. Time worked can either be to report to the work location or, if possible, to solve the problem over the telephone. If a person is required to report to work, he/she shall be compensated for a minimum of one (1) hour. If the problem can be solved over the telephone, the first telephone call for a particular problem shall be compensated for a minimum of fifteen (15) minutes.

24.9.2 On-Call/Pagers/Stand-By The parties agree that an employee is entitled to a personal life, away from the worksite, that is as free from work related interruptions as possible. However, the nature of the work of some of the employees of these bargaining units is such that they may be on call for part or all of their normal non-working hours. To achieve the necessary balance of these needs the following shall apply:

- (a) The wearing/carrying of pagers or cell phones, voluntary or ordered, shall not be compensated. Any page or call received from management (or from an employee pursuant to specific direction by management in the instance involved) and answered by the employee shall be subject to the compensation provision in 24.9.1; and/or
- (b) Any employee directed by management (or by an employee pursuant to specific direction by management in the instance involved) to stand by his/her land-line telephone to await potential contact shall be compensated at their regular rate for the periods of time that they are required to stand by.

ARTICLE 25 – DAYLIGHT SAVINGS TIME

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

ARTICLE 26 – USE OF TIME

26.1 Notifying Supervisor of Absence From Work Employees shall be at their assigned workstation according to their designated schedule, and, whenever possible shall provide advance notice of absence from work. If an employee is not able to schedule an absence in advance, the employee must contact his/her immediate supervisor, or the supervisor's designee, no later than fifteen (15) minutes after the employee's scheduled start time. An employee's failure to notify his/her supervisor of an absence for five (5) consecutive workdays may result in that employee's discharge for job abandonment.

26.2 Unauthorized Absence When an employee is absent during any part of his/her work schedule without authorization, he/she may be considered to be on an unauthorized absence. An employee who is absent

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without authorization may be subject to progressive discipline, and may be docked for an amount of time equal to the duration of his absence.

26.3 **Excused Absence** An absence, after proper notification, may be excused by the supervisor and recorded as:

- (a) sick time,
- (b) vacation time,
- (c) personal leave time,
- (d) compensatory time,
- (e) on-the-job injury,
- (f) an excused dock or docks,
- (g) holiday time, or
- (h) bereavement time.

26.4 **Request for Leave Slips** Request for leave slips shall be returned to the employee at the earlier of (i) within three (3) days of final approval, or (ii) within ten (10) working days of submission, unless the circumstances surrounding the request require further investigation or consultation, in which event the employee will be informed of the reasons for the delay in the decision. However, the foregoing time limits shall not apply to the annual vacation selection process.

26.5 **Sick Time**

26.5.1 **Earning Rate and Use of Sick Time:** Employees shall earn sick time at the rate of one (1) day per month and this shall be prorated for intermittents and permanent part-time. Sick time shall only be used for illness, disability, or injury of the employee or the employee's immediate family as defined in Paragraph 26.5.2. Sick time use includes appointments with physicians, dentists, or other medical practitioners. Appointments shall be made for off peak work times whenever possible. Sick leave may not be used in increments of less than fifteen (15)-minute increments. Permanent part-time and intermittent employees may use sick time in 15-minute increments.

26.5.2 **Other Uses of Sick Time:** Sick time may also be used in times of death of members of the employee's immediate family, which shall include spouse, civil union partner, domestic partner, father/step-father, mother/step-mother, brother, sister, parents-in-law, son, daughter, grandparents, grandchildren, including adopted, custodial or in-law children, brother or sister-in-law, niece, nephew, aunt, or uncle.

26.5.2.1 **Abuse of Sick Time:** When an employee has shown signs of abusing the use of sick time as described in 26.5.4 below, management shall meet with the employee to discuss the employee's use of time, objectives to improve attendance, and options potentially available to the employee such as FMLA and EAP. This meeting will occur prior to management placing the employee on "proof status." Proof Status will be issued when further abuse occurs.

26.5.2.2 Management reserves the right to request a medical practitioner's statement and/or place an employee on proof status when there is a reasonable suspicion that an employee is not using sick time in an appropriate manner pursuant to 26.5.7. An employee must be served with written notice prior to the effective date of the proof status. This notice shall include specific allegations of misuse of sick time, itemization of the steps necessary to correct the

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behavior, and an expiration date. Proof status shall be valid for no longer than six (6) months but may be renewed if there is no improvement.

While on proof status, an employee will be required to submit a certified medical statement prior to the approval of the use of sick time for the absence. In the event the employee does not have sufficient sick time to cover the absence, the submission of a certified medical statement shall serve to excuse the absence from disciplinary consideration.

A certified medical statement shall be considered acceptable only if it meets all of the following criteria:

- 1) Contains the specific dates of absence;
- 2) Contains a statement that indicates the employee was unable to work on the dates specified; and
- 3) Is signed by a certified medical practitioner.

If the employee fails to provide acceptable documentation within two (2) working days of his/her return to work then he/she may be subject to progressive discipline as prescribed in Article 6, Discipline.

When an employee has a chronic medical condition that necessitates occasional absences from work, he/she may file an accommodation request with the Secretary of State's Reasonable Accommodation Committee or an FMLA request which specifically requests relief from proof status.

26.5.3 The definition of sick time abuse may include, but not be limited to, an employee being absent and using sick time on six (6) or more separate first days of the workweek; last days of the workweek; work days following a scheduled pay day; work days following a holiday, vacation day or personal leave day; or any combination thereof within twelve (12) consecutive months. Abuse of sick time may also include a pattern of use of sick time whereby the employee habitually uses their earned sick day within the first seven (7) working days of each calendar month.

26.5.4 Abuse of sick time may be used by management as part of any evaluation process of an employee leading to special considerations including, but not limited to, anniversary salary increases, superior performance increases, merit increases, and/or promotions and transfers.

26.5.5 Continued abuse of sick time may also be the basis for discipline up to and including discharge.

26.5.6 **Verification of Sick Time Usage:** Upon an employee's return to work, management may request, written or oral verification of the use of sick time which shall be furnished by the employee to their immediate supervisor no later than two (2) working days after returning to work. However, management's failure to question the prior use of sick time shall not prevent management from inquiring about an employee's subsequent use of sick time. Failure to provide verification upon request may result in discipline and/or an employee being docked for the undocumented time away from work.

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

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all sick time accrued must be used. Therefore the following procedures shall apply when an employee utilizes sick time:

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

26.5.7.1 **Incentives to Save Sick Time:** For those employees who show a sincere effort to minimize their use of sick time given by the Secretary of State, the following considerations shall be in effect for the life of this Agreement only:

- (a) any employee using sick time of twenty-five percent (25%) or less of the sick time earned in the calendar year shall be given fifteen (15) hours of additional personal leave for their use during the next calendar year; and
- (b) any employee using sick time of more than twenty-five percent (25%) but fifty percent (50%) or less of the sick time earned in the calendar year shall be given seven and one-half (7.5) hours additional personal leave for their use in the next calendar year.
- (c) any employee who has an absence that results in a dock in a calendar year (except for an absence due to performing Union business and/or accumulative dock time of one (1) hour or less in the calendar year) shall not receive any additional personal leave even if he/she uses less than fifty percent (50%) of the sick time earned in that same calendar year.

26.5.7.2 Employees working less than full-time schedules shall have both the sick time use rate and the personal leave earning rates prorated based upon their work schedules for a calendar year for this sick time incentive program.

26.5.8 Personal leave time earned under this provision shall be subject to the provisions in 26.7 below.

26.6 **Vacation Time**

26.6.1.1 **Vacation Earning Rate:** Vacation time shall be earned at the following rates by all probationary and certified employees of the office (proration for intermittents and permanent part-time) who are represented by this Agreement.

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- (a) From the date of hire until completion of five (5) years of continuous service employees earn ten (10) work days per year.
- (b) From the completion of five (5) years of continuous service until completion of nine (9) years of continuous service employees earn fifteen (15) work days per year.
- (c) From the completion of nine (9) years of continuous service until completion of fourteen (14) years of continuous service employees earn seventeen (17) work days per year.
- (d) From the completion of fourteen (14) years of continuous service until completion of nineteen (19) years of continuous service employees earn twenty (20) work days per year.
- (e) From the completion of nineteen (19) years of continuous service until completion of twenty-five (25) years of continuous service employees earn twenty-two (22) work days per year.
- (f) From the completion of twenty-five (25) years of continuous service until the completion of thirty (30) years of continuous service employees earn twenty-five (25) work days per year.
- (g) From the completion of thirty (30) years of continuous service employees shall earn thirty (30) work days per year.

Effective January 1, 2024, Vacation time shall be earned at the following rates for all probationary and certified employees of the office (proration for intermittents and permanent part-time) who are represented by this Agreement.

- (a) From the date of hire until completion of five (5) years of continuous service, employees earn twelve (12) work days per year.
- (b) From the completion of five (5) years of continuous service until completion of nine (9) years of continuous service, employees earn seventeen (17) work days per year.
- (c) From the completion of nine (9) years of continuous service until completion of fourteen (14) years of continuous service, employees earn twenty (20) work days per year.
- (d) From the completion of fourteen (14) years of continuous service until completion of nineteen (19) years of continuous serve, employees earn twenty-five (25) work days per year.
- (e) From the completion of nineteen (19) years of continuous service, employees earn thirty (30) work days per year.

26.6.1.2 Vacation time shall be earned on a monthly basis.

26.6.2 **Use of Vacation Time:** Vacation time cannot be used during the first six (6) months of continuous state employment or equivalent. Vacation time must be scheduled in advance in accordance with the procedures of the employing department or division and cannot be called in. Vacation time may not be used in increments of less

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than fifteen (15)-minute increments. Permanent part-time and intermittent employees may use vacation time in 15-minute increments.

26.6.3 The employing department director may allow the use of vacation time in conjunction with sick time for medical reasons after reviewing the employee's work records, attendance and performance records, and any other relevant criteria. The employee may be asked to provide medical verification.

26.6.4 With the understanding that vacation time is to be used to escape the everyday tasks associated with a full and productive work-life, employees shall be encouraged to take at least one (1) vacation per calendar year.

26.6.5 Employees cannot be forced to use their vacation time without their consent for medical reasons.

26.6.6 **Vacation Scheduling:** The Holiday Schedule shall be posted no later than December 1 of each year. By January^{31st} of each calendar year, employees may submit in writing to the Employer their preferences for vacation (employees may use Personal Time, Compensatory Time, and/or Holiday Time in combination with Vacation Time to schedule vacations) through the end of February in the following calendar year. In establishing vacation schedules, the Employer shall consider both the employee's preference and the operating needs of the unit. Vacation requests for full workweek blocks of time shall be given first preference in scheduling. An employee who has been granted his/her first preference shall not be granted another preference request if such request would require denial of the first preference of a less senior employee. This process shall be utilized until all workweek blocks have been filled. Once all workweek blocks have been filled, requests for blocks of time from one (1) to four (4) days will be granted. The staffing needs of an individual organizational unit shall determine the scheduling of vacations. Where the Employer is unable to grant and schedule vacation preferences for all employees within a position classification within a facility, but is able to grant some of such (one or more) employee vacation preferences, employees within the position classification shall be granted such preferred vacation period on the basis of seniority. Management staff will not be included in the number of employees who will be allowed absent for vacation purposes at facilities employing ten (10) or more employees. An employee who has been granted his/her first preference shall not be granted another preference request if such would require denial of the first preference of a less senior employee. An employee's preference shall be defined as a specific block of time of one (1) to ten (10) working days. Facilities that have less than ten (10) employees including the manger can allow one (1) employee off on vacation per day. Facilities with ten (10) or more employees (not counting managers) can allow two (2) employees off on vacation per day. In addition to those employees who are off on vacation, other employees may be allowed off on other types of benefit time as long as operating needs are met and no employee would have to travel to cover the absence.

26.6.7 Employees, who file their preference by January^{31st}, shall be notified of the vacation schedules by Marc^h 1st of that calendar year. Vacation schedules will be posted within the work unit. Employees requesting vacation time who have moved at their prerogative to a different work unit, and whose preference conflicts with another employee in that work unit, or those employees who have not filed their preference by January^{31st} or were not granted such request, shall be scheduled on the basis of the employee's preference and the operating needs of the Employer. Vacation requests under this section shall be made in advance with the minimum advance being equal to the amount of vacation leave requested.

26.6.8 In Driver Services and Vehicle Services facilities, any vacation requests not submitted pursuant to 26.6.6 above shall be made at least ten (10) working days in advance of the start of the vacation. Management may

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consider requests made less than ten (10) working days in advance when special circumstances preclude the employee from making the request ten (10) days in advance, and when the request is submitted in an advance time equivalent to the time being taken, i.e. hour for hour, day for day. Management shall approve or disapprove the vacation request within three (3) working days of the request, or in the case of requests less than ten (10) days, within a reasonable time prior to the start of the requested time. If an employee will not have sufficient vacation, personal leave, holiday, or compensatory time to cover the absence, the vacation request will be null and void for the days requested which exceed that available benefit time. The decision to grant or deny a vacation request shall be based upon the demonstrable needs of the facility and the availability of personnel.

26.6.9 In any event, vacation time must be scheduled so that it may be taken no later than twenty-four (24) months after the expiration of the calendar year in which the vacation time was earned. If an employee does not request and take accrued vacation within the twenty-four (24) month period, vacation time earned during the said calendar year will be lost. If, because of operating needs, the Secretary cannot grant an employee's request for vacation time within the twenty-four (24) month period after the expiration of the calendar year in which such time was earned, such vacation time may be taken within the next two (2) months with the express written permission of the employing department director and the Director of Personnel.

26.6.10 Management shall not block more than seven (7) consecutive days in a calendar year from availability for vacation scheduling. Management will inform the employees at each work location of the days blocked out and will provide a list to the Union. Management staff will not be included in the number of employees who will be allowed absent for vacation purposes at facilities employing ten or more employees. Further, one (1) employee in the Metro facilities may be allowed off on a vacation day during these block out days.

26.6.11 **Use of Time**

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

26.7 **Personal Leave Time**

26.7.1 Full-time employees shall be granted twenty-two and one-half (22.5) hours of personal leave each calendar year. Such time shall not carry over from year to year. No employee may use their personal leave time within the first three (3) months employment. Personal leave time may be used for any personal reason, provided the employee gives maximum reasonable notice in advance, when possible, to secure permission of the employing department and no less than fifteen (15) minutes prior to their scheduled start time. Such notice shall be given to the employee's supervisor or designee unless the employee has written authorization to do otherwise. Less than full-time employees shall have a prorated benefit under this section

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based upon their annual work schedule. Personal leave may be taken in fifteen (15)-minute increments. Permanent part-time and intermittent employees may use personal leave time in 15-minute increments.

26.7.2 Employees shall be responsive to the needs of the operations of their individual units and should not request the use of personal leave time when it puts an operating hardship on their employing unit.

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

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

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

26.10 **Bereavement**

26.10.1 **Tier 1 for Bereavement Time**

Upon the death of family members in Tier 1, employees will be granted up to three (3) paid days off for bereavement time.

- a. Bereavement time may be utilized for any purpose within seven (7) working days of the death of the family member as defined in paragraph (d) below. The employee is encouraged to use only the amount of time needed in relation to the death of the immediate family member, and the employee shall determine what is appropriate, and in compliance with the terms of this section.

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- b. Bereavement time that is requested beyond the seventh (7th) working day for family members in Tier 1 shall only be approved if it occurs on the employee's work day and it directly relates to an official service such as a funeral, wake, celebration of life, etc. This does not include such items as, but not limited to, family gatherings or ceremonies, traveling, time of mourning or grieving, handling the estate, or any type of arrangements.
- c. In order to qualify for bereavement time, the employee must complete the Secretary of State Bereavement Form and provide written documentation to substantiate the use of bereavement time.
- d. The immediate family members covered for the purpose of Tier 1 include: father/step-father/father-in-law, mother/step-mother/mother-in-law, grandparents/step-grandparents, grandchildren/step-grandchildren brother/step-brother/brother-in-law, sister/step-sister/sister-in-law, son/step-son/son-in-law, daughter/step-daughter/daughter-in-law, spouse, parties to a marriage or parties to a civil union, domestic partner (established prior to 6-1-11), children (including adopted, custodial or in law).

26.10.2 Tier 2 for Bereavement Time

Employee will be granted up to two (2) paid days off for bereavement time to attend an official service(s) for nieces, nephews, aunts and uncles. It is noted that in order to qualify for these days, the official service must occur at any time of an employee's work day. Official service will include a funeral, wake, celebration of life, etc. This does not include such items as, but not limited to, family gatherings or ceremonies, traveling, time of mourning or grieving, handling the estate, or any type of arrangements. In order to qualify for the bereavement time, the employee must complete the Secretary of State Bereavement Form and provide documentation to substantiate the use of bereavement time.

ARTICLE -27 - HOLIDAYS & RELEASE TIME

27.1 Holidays: Employees covered by this Agreement shall have time off, with full salary payment (pro-rata for intermittent/permanent part-time employees), on the following holidays or other such additional days as designated by the Secretary of State or the Governor of Illinois:

- New Year's Day
- Martin Luther King's Birthday Observance
- Lincoln's Birthday Observance
- Washington's Birthday Observance
- Memorial Day Observance
- Juneteenth
- Independence Day
- Labor Day
- Columbus Day Observance
- Veteran's Day Observance
- Thanksgiving Day
- The day after Thanksgiving Day
- Christmas Eve Observance
- Christmas Day

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General Election Day (on which Members of the Illinois House of Representatives are elected)

27.1.1 Holiday Time shall be scheduled and used within twelve (12) months of the date in which it was earned.

27.1.2 **Floating Holiday** In addition to the holidays listed in Article 27.1 above, each employee shall be eligible for one (7.5 hours) annual floating holiday in honor of his/her birthday, to be scheduled by mutual agreement between the employee and management in accordance with existing procedures regarding floating holidays, including but not limited to:

- a. An employee must use their holiday time by November 30th of each year.
- b. Anyone employee, hired on or before August 1st, is entitled to the floating holiday. Employees hired after August 1st are not entitled the birthday holiday for the calendar year.
- c. Part-time employees will received the holiday time on a pro-rated basis depending on his/her work schedule;
- d. Employees are unable to use the time in the first three (3) months of employment.

27.2 **Holiday Observances When the Holiday Falls on a Scheduled Day Off**

27.2.1 For employees on a regular Monday through Friday workweek, holidays falling on a Saturday shall be observed on Friday and holidays falling on a Sunday shall be observed on Monday.

For employees whose department operates twenty-four (24) hours, seven (7) days per week, (IT, Police), the actual holiday as identified in Section 27.1 shall be the recognized holiday, regardless of the day the holiday may be observed for other employees.

27.2.2 For employees on a Tuesday through Saturday schedule where the holiday falls on a Sunday or Monday, or on other schedules including, but not limited to, flex schedules and four day workweeks, an employee shall be granted seven and one-half (7.5) hours of Holiday Time (pro-ration for intermittent and permanent part-time employees) which may be used at the employee's discretion, subject to advance scheduling with their supervisor, in 15-minute increments. When Holidays occur on a normally scheduled work day, the Intermittent and/or part-time employee shall not accrue any hours greater than their regularly scheduled work day nor shall they be required to account for any additional time.

For Sunday or Monday holidays for those Intermittent facility employees who are assigned a Monday and a Saturday work schedule, the employee will observe the holiday on the Monday, and will work on Saturday. However, these intermittent employees will not receive holiday time for working on the Saturday as the recognition of the holiday is Monday.

27.3 **Release Time:** When deemed in the best interest of the office, the Employer shall have the authority to release one or more employees from work without loss of pay. Events resulting in the enactment of this section may include, but not be limited to, weather emergencies, facility shutdowns, etc. If enacted, the Employer shall have the unilateral right to select those employees who are to be released so long as there is no discrimination in the selection process. Employees who are not released shall not have a claim to like time off.

27.4 **Holiday Pay When a Holiday Is Worked** When an employee is required to work on an authorized holiday, they shall be paid for their normal holiday schedule, plus compensated at one and one-half (1.5) times their

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normal rate for all hours actually worked on the holiday. Any time worked on the holiday shall not be used for the calculation of overtime.

27.5 **Calculating Pro-rated Holiday Time for Intermittent/Permanent Part-time**

For active Intermittents and permanent part-time employees on the payroll, when a Holiday occurs on an Intermittent's and/or Part-timer's normally scheduled day off, the employee shall accrue prorated Holiday time that is predicated on the Intermittent and/or Part-time work schedule divided by 1957.5, then multiplied by 7.5, and rounded in accordance with established attendance procedures.

ARTICLE –28 - CHANGE IN CLASSIFICATION

28.1 **Classification Specifications** As used in this article, classification specification shall mean those specifications maintained in the Department of Personnel and approved prior to use by the Secretary of State's Merit Commission.

28.2 **Change in Classification** When requirements for a classification are revised and the duties and responsibilities of the positions of the classification remain essentially unchanged, incumbents in these positions who qualified under the previous requirements for the classification shall be considered qualified.

28.3 **Notification of Changes** When the Employer establishes a new classification or modifies a current classification, and such action affects current positions and/or titles within the bargaining unit, the Employer shall notify the Union in writing prior to the effective date of the changes. The notice shall contain the following: the proposed effective date, and the nature of the changes, including the new salary grade(s), the names of the employees affected and what the effect is on each employee.

28.4 **Allocation Appeals**

28.4.1 When a question arises as to whether or not an employee in a position is working duties which are outside of their approved classification specification, the Secretary, the employee, or the employing department director may request, in writing, an audit of the position by the Department of Personnel. Such an audit shall be based upon the duties assigned to the employee on a permanent basis and performed during the period in question.

28.4.2 The supervisor shall return the original questionnaire within five (5) working days of receipt. With a clear understanding that the workload of the Technical Services Division of the Department of Personnel is the determinative factor as to when audits are actually processed, the following time constraints shall be construed as good faith efforts but, in no way, will enhance, influence or detract from the actual audit performed. Audits shall be completed, a decision rendered, and the employee notified within one hundred and twenty (120) days of receipt by the Department of Personnel of the properly completed original questionnaire. The Department of Personnel will notify the employee in writing of receipt of the original questionnaire. Such notification shall commence the one hundred and twenty (120) day time frame. Failure to meet the deadlines in this paragraph shall allow 28.4.3 below. Pay increases for final decisions resulting in an upward reallocations shall be effective either at the beginning of the pay

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period following the final decision of the Director of Personnel or at the beginning of the pay period following the expiration of the one hundred and twenty (120) day period above or whichever comes first.

28.4.3 If the employee wishes to appeal the results of the audit process, he/she shall do so, in writing, to the Secretary of State's Merit Commission within fifteen (15) days of the notification given in Section 28.4.2 above. A copy of such an appeal shall also be served upon the Director of Personnel at the time of the appeal. This appeal shall be in accordance with Secretary of State Merit Commission Rule 50.80. Furthermore, employees covered by this Agreement waive their rights to a reconsideration as allowed in Department of Personnel Rule 420.210(c).

28.4.4 These time limitations set forth in 28.4.2 do not apply to audit requests generated as a result of a major departmental reorganization and may be extended upon mutual agreement of the Union and Employer.

ARTICLE -29 - JOB POSTING

Any bargaining unit employee who may seek a transfer or promotion at some point should make sure that they annually update grades for those positions.

29.1 **Clerical Bargaining Unit**

29.1.1 **When Posting Is Not Required**

- (a) No posting notification shall be required for public service positions (Public Service Representative, Public Service Clerk and Motor Vehicle Cashier), a reinstatement when such reinstatement is within twelve (12) months of the date of separation, a lateral transfer, when two employees are trading positions, a downward reallocation, or a voluntary reduction within the bargaining unit, or as provided in section 29.1.1(b) of this Agreement.
- (b) No posting shall be required for the filling of vacant Intermittent Operations Clerk; Operations Clerk; Intermittent Data Input Controller, Data Input Controller, Intermittent Operations Assistant, and Operations Assistant.
- (c) For non-public service positions, a posting notice is not required and Management will be allowed to automatically transfer an employee from intermittent position to a full-

time position in the same title, which would otherwise be posted, on only four (4) occasions for a particular work unit during the term of this Agreement. Further, Management may request from the Union additional waivers for a particular unit that has already received its four (4) waivers, but it is within the Union's discretion whether to approve any waiver request over the initial four (4) automatic waivers, with both parties agreeing to sit down to discuss the request.

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

- (a) If an employee in an intermittent position is hired into a unit in a department and serves in that unit until they become certified, they may be considered for movement into a full-time position in that same unit

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after reaching certified status under these provisions.

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

A department seeking the transfer of an employee in an intermittent position to a full-time position in the same title, must submit to the Department of Personnel a request for such movement, along with a justification for the movement, a confirmation from the department that the person has worked in that unit for the requisite amount of time as set forth in this Agreement and, if the employee was not the most senior intermittent employee in the unit, an explanation for why the most senior employee was not selected.

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

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

29.1.2 **Posting Notice**

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

SEIU employees bidding on a posted SEIU Clerical Unit position must submit a timely bid on the prescribed bid form during the posting period to the person designated on the posting notice, accompanied by a copy of the employee's most recent official Secretary of State grade notice for the vacant position. Although grade notices are acceptable for promotional purposes for a period of three (3) years from the date of examination, it is encouraged for employees to maintain a current grade. Employees must apply/test every twelve (12) months to maintain a current grade on the eligibility list.

29.1.3 **Limitations on Bidding for Posted Positions:**

Employees including Probationary and Intermittent shall be allowed to respond to posting notices or an eligibility list: 1) no sooner than six (6) months after the date of initial hiring or a probationary appointment into the Office of the Secretary of State; 2) no sooner than six (6) months after the effective date of a promotion by the employee into a position within the Office of the Secretary of State; and 3) no sooner than six (6) months after the effective date of a

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transfer or voluntary reduction by employees who have accepted a transfer or voluntarily reduction.

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

29.1.5 **Selection of Bidders:**

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

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

29.1.6 **Job Shadowing for Successful Bidders**

Successful bidders, or internal employees who have been selected for the position through an eligibility list, may be required to job shadow for up to five (5) days to evaluate and assess the offered position. After the employee’s assessment/evaluation, the employee shall accept or decline the position. An employee may waive his/her right to job shadow in writing on a form provided by the Department of Personnel.

29.2 **Filling of Public Service Positions (Public Service Representative, Public Service Clerk and Motor Vehicle Cashier)**

Public service positions (i.e., Public Service Clerk, Public Service Representative and Motor Vehicle Cashier) will be filled as follows:

- (a) by voluntary reduction, demotion, promotion, department directed transfer (including geographical and hardship transfers which will be considered by management), reemployment, reinstatement, temporary assignment, emergency appointment, 75-day appointment, and provisional appointment as provided for in the Rules of the Department of Personnel
- (b) If the Public Service position is not filled under sub-paragraph (a) above, the transfer list shall be consulted. If there is an Intermittent employee on the transfer list, from the work location from where the position is being filled, and the employee is still eligible to be transferred following a review of their employment records pursuant to 29.1.4 of this Agreement, the Intermittent employee shall get first priority to transfer to the full-time position. If the Intermittent employee is transferred, then the position from which the employee is transferred shall be filled without regard to this transfer language.
- (c) If the Public Service position is not filled under sub-paragraphs (a) and (b) above, then it will be filled

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through the appropriate eligibility list.

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

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

29.4 Professional Bargaining Unit

29.4.1 **When Posting Is Not Required:** No posting shall be required for a reinstatement when such reinstatement is within twelve (12) months of the date of separation, a lateral transfer, when two employees are trading positions, a downward reallocation, or a voluntary reduction within the bargaining unit. No posting for bid shall be required for positions in the Professional Bargaining Unit except as provided in Section 29.4.2.

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

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

29.4.3 Limitation on Bidding for Posted Positions

Employees including Probationary and Intermittent shall be allowed to respond to posting notices or an eligibility list: 1) no sooner than six (6) months after the date of initial hiring or a probationary appointment into the Office of the Secretary of State; 2) no sooner than six (6) months after the effective date of a promotion by the employee into a position within the Office of the Secretary of State; and 3) no sooner than six (6) months after the effective date of a transfer or voluntary reduction by employees who have accepted a transfer or voluntarily reduction.

29.4.4 By-pass of Bidders for Posted Positions

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

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

29.4.5 Selection of Bidders for Posted Positions

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

29.4.6 Job Shadowing for Successful Bidders

Successful bidders or internal employees selected off of an eligibility list, may be required to job shadow for up to five (5) days to evaluate and assess the offered position. After the employee's assessment/evaluation, the employee shall accept or decline the position. An employee may waive his/her right to job shadow in writing on a form provided by the Department of Personnel.

29.5.6 Intent to Fill for Non-Bid Positions

When a position in the Professional Bargaining Unit not posted for bid under article 29.4.2 becomes vacant, an intent to fill the position shall be posted on ABE, with a copy sent to the Union office, except where the Department internally promotes an employee. The notification of intent to fill shall remain on ABE for five (5) consecutive working days.

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

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

ARTICLE 30 - PROMOTIONS/TRANSFERS

Any bargaining unit employee who may seek a transfer or promotion at some point should make sure that they annually update grades for those positions.

The Secretary recognizes the operational value of internally promoting or transferring qualified employees and will strive whenever possible to provide career progression subject to the operating needs of the office. However, the Secretary reserves the right to use other means available as provided in the Department of Personnel Rules for filling vacancies. Any bargaining unit employee who may seek a transfer or promotion at some point should make sure that they annually update grades for those positions.

30.1 **Promotions**

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

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

30.2 **Transfers**

30.2.1 **Transfer Requests**

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

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

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

30.2.2 **Work Reassignments**

- a) Facility Closure: When a facility closes due to operational issues, employees may be assigned to another facility for the period of time the home facility is closed. For the period of reassignment, the employee shall not be entitled to compensation for time or mileage.
- b) Unless an employee has a special skill or ability which mandates other action, work away from one management selected facility to another shall be done on a voluntary basis from qualified employees

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with the appropriate title. If there are no volunteers, management shall order all qualified employees to work the work away(s) on a rotating basis with the minimum of one (1) day per rotation. The work away shall be less than thirty (30) days. Employees will be compensated for time and mileage beyond the employees' normal commute.

- c) Work re-assignments may last a minimum of thirty (30) days and a maximum of 180 days. Employees shall not be required to work more than 180 days away from their home facility in a year under this section. An employee who has been reassigned under this sub-paragraph (c) shall not be entitled to compensation for time or mileage for the period of reassignment, unless such reassignment results in a daily one way commute of more than twenty (20) miles above their normal commute. If such reassignment does result in a daily one way commute of more than twenty (20) miles above the normal commute, the employee shall be entitled to a stipend of \$50 per pay period after the first thirty (30) days. Reassignments shall be done on a voluntary basis from qualified employees with the appropriate title. If there are insufficient volunteers, Management will reassign employees. Management shall select a qualified employee who lives closest to the non-headquartered assignment and may take into account any hardships that such reassignment will cause the employee before reassigning the employee.
- d) Employees in the classifications Public Service Representative, Public Service Clerk, Drivers License Hearing Officer, Training Specialist and Formal Hearing Officer (plus their equivalent Intermittent classes) are required, by definition of their original job description, to travel to and from neighboring facilities for the purpose of routinely servicing those facilities and, as such, except as otherwise provided in sub-paragraph (b) above, shall not be eligible for compensation for travel.

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

30.3 **Voluntary Reductions**

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

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

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

30.5 **Employee Rights**

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

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

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

30.6 In considering a promotion and transfer requests, management will consider the employee's qualifications, seniority, skills, ability, and other criteria including work records, relevant to the employee's ability to perform the position. Written warnings and suspensions for attendance and job performance may limit an employee's ability to transfer or promote.

ARTICLE 31 - SENIORITY

31.1 For the purposes of this Agreement, seniority is defined as the unbroken service of an employee of the Office of the Secretary of State or such service immediately precedent to employment by the Secretary of State which was unbroken and accrued within the employ of an agency covered by the Personnel Code under the Governor or within the University Civil Service System.

31.2 Employees shall serve a probationary period which shall be a period of six (6) calendar months immediately following an original appointment or reinstatement or of three (3) months following a promotion, except for the titles of Drivers License Hearing Officer, Formal Hearing Officer, and Safety and Financial Responsibility Hearing Officer where such probationary period shall be six (6) months regardless of how they are placed in the position.

31.3 Intermittent titles covered under this Agreement shall have their seniority prorated according to the number of hours worked except in the case of determining vacation earning rates where seniority shall be determined on a calendar year basis based upon the initial hiring date into the Office of the Secretary of State. Intermittents shall serve a probationary period of 979 hours worked for an original appointment or reinstatement and shall serve a probationary period of 498.5 hours worked following a promotion.

ARTICLE 32 - LAYOFF AND REEMPLOYMENT

32.1 **General**

32.1.1 In the event the Secretary deems a layoff of an employee or employees to be necessary, probationary, temporary, and emergency employees within the same classification and organizational unit will be relieved of duty first. Within the organizational unit and classification(s)

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selected for layoff, layoffs of members of the bargaining unit shall be by reverse seniority with seniority being defined for the purposes of this article as continuous service with only the Office of the Secretary of State. For Driver and Vehicle Services field facilities, organizational units for layoff will be by department, by zone/region, by facility, by title. Organizational units for lay off for all other offices will be by department, by county, by unit, by title.

32.1.2 For the purposes of this section only, intermittent classes may be considered as independent of their corresponding full-time permanent classifications, except as expressly stated otherwise in Article 32.1.4 below.

32.1.3 The Employer shall give written notice to the employee(s) affected and the Union at least seven (7) calendar days prior to the effective date of the layoff, unless a bonafide emergency precludes such notice. In those cases of emergency, the Secretary shall notify the employee(s) and Union as soon as possible.

32.1.4 Employees that have been given notice of layoff shall have the right to displace a less senior employee of equal or lower classification who is not to be laid off and are within the same layoff unit. The Department of Personnel shall prepare a list of position(s) occupied by least senior employees who are in equal or lower positions to the position occupied by the person selected for layoff; with the list containing only the one position number of the position which is held by the least senior employee in that classification in:

- (a) the zone/region for the department of the employee who was selected for layoff and was employed in a Drivers or Vehicles field facility; or
- (b) the department and county of the employee selected for layoff for all other offices.

The employee being laid off shall file a request with the Director of the Department of Personnel to displace the least senior employee within a reasonable time as determined by the Department of Personnel, based on the number of individuals to be laid off. The employee shall identify the classification/position number he or she has chosen to accept in the displacement process. If there are more requests for displacement than there are less senior employees, the most senior employees shall be given first right to displace. The displacement process shall continue until there are no other positions that are determined to be available for bumping using the above criteria.

Displaced employees may be laid off without the notice provided in 32.1.3 above. For purposes of this section, and the provisions of Article 32.1.2 to the contrary notwithstanding, a full-time employee shall have the right to displace the least senior employee in the intermittent classification with the same title within the same layoff unit; for purposes of determining comparative seniority, the seniority of intermittent employees shall be pro-rated.

The official personnel file of employee who has been served with a notice of layoff shall be reviewed. The employee will not be eligible to displace a less senior employee in accordance with this section if any one of the following is found: 1) the employee has served a suspension of eight

(8) or more days within the last twelve (12) months, and no subsequent action is pending with regard to the suspension; or 2) the employee, within the last twelve (12) months, has received sixty (60) hours of unauthorized absences (UA). Time served for suspension will not count in the calculation of the sixty (60) hours of UA time.

32.1.5 Prior to the effective date of the layoff, employees subject to layoff shall have the right to request a voluntary reduction to a lower classification in accordance with the Rules of the Department of Personnel. The Secretary will make every consideration for a member of the bargaining unit who requests a voluntary reduction.

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

32.1.7 If the Secretary of State's Office initiates a layoff plan, SEIU may request to meet with the Secretary of State's Office to discuss contractual workers in the affected areas.

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

32.3 **Employee Benefits**

32.3.1 If the Secretary in his discretion deems a layoff to be necessary, employees to be laid off have the following benefits.

32.3.2 All vacation and eligible sick leave shall be paid to the employee in a lump sum. Employees recalled pursuant to 32.1.5 and 32.2 within the same fiscal year may buy back the portion of sick leave paid out on layoff.

32.3.3 An employee may elect to use personal leave time currently on the books prior to the effective date of the layoff or if the employee does not use that time and is recalled within six (6) months, that time will be available for use. Under no circumstances will an employee be paid for personal leave time.

32.3.4 An employee who receives a layoff notice and participates in the Deferred Compensation Program must notify the deferred compensation liaison immediately. Benefits will vary based on age and length of program participation.

32.3.5 Eligible employees may cash out the amount of retirement funds they contributed to the Retirement System, based on the rules and procedures of the State Employees Retirement System.

32.3.6 Unemployment benefits may be applied for with the Department of Employment Security. The Employer's address for unemployment benefits must be listed as 196 Howlett Building, Springfield, Illinois 62756.

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32.3.7 Insurance coverage will be terminated as of the date of layoff. Employees have the right to continue their health and dental coverage for up to eighteen (18) months and life insurance for up to twelve (12) months under the federal provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA).

32.3.8 Central Management Services (CMS) is responsible for COBRA notification.

32.3.9 If both the employee and the employee's spouse are state employees, either may waive coverage as a member and become a dependent of his/her spouse. If an employee notifies the group insurance representative within ten (10) days, the dependent coverage is effective retroactive to the date of layoff. If notification is given eleven to sixty (11-60) days, the dependent coverage is effective the month following the notification date and an employee will be required to pay the member premium for health and life from the date of layoff to the date the employee becomes a dependent.

32.4 **Furlough**

32.4.1 The Secretary and the Union agree that hard economic times pose an increased hardship on employees. In an effort to reduce the impact on employees of reduced funding, the Secretary and Union agree that options other than layoff are desirable.

32.4.2 After the final signing of the office's appropriation bill or a request by the Governor to take additional cuts in the appropriation, the Employer may, in lieu of layoffs, furlough employees for up to seven (7) working days per fiscal year. A furlough day is a working day off without pay.

32.4.3 If this section is utilized by the Employer, the Union will be given notice prior to any employee being notified or public announcements being made.

32.4.4 All employees shall be furloughed for exactly the same number of days within the same period of time.

32.4.5 Once the number of days to be furloughed is determined, the Employer shall notify each employee of his/her obligations under this section. Employees shall then have the right to request which days that they want to take as furlough days. The days must be in full day increments and may be taken individually or grouped, but the Employer shall have the right to refuse to schedule a furlough day when the absence of the employee would create an undue hardship on the operation of the work unit. Furlough days shall be approved by management on a first come, first served basis; however, when two or more employees simultaneously request the same day(s) off and they all cannot be approved by the Employer, ties shall be broken by choosing the most senior person first.

32.4.6 If an employee fails to schedule his/her furlough days prior to April 1st of the fiscal year in question, the supervisor shall, prior to April 10th have a private counseling session at which the employee shall be required to request the furlough days to be scheduled. If the employee fails to request the days, the supervisor shall then select the days and inform the employee in writing of the days that the employee will take off.

ARTICLE 33 - DEPENDENT CARE

33.1 A Labor-Management Committee shall be established as of the signing of this Agreement to study the dependent care needs of the employees of the Office of the Secretary of State and to make recommendations for addressing those needs.

33.2 The committee shall be composed of no more than seven (7) Union members to be named by the Union and seven (7) management members to be named by the Secretary. In addition, the Director of Personnel, or his/her designee shall serve as chairperson of the committee with no voting rights except to break a tie vote within the committee.

33.3 The committee shall make its initial report of its finding to the Secretary no later than nine (9) months after the committee's first meeting and the committee shall make its final report and recommendations no later than six (6) months after the initial report is submitted.

33.4 Recommendations of this committee shall be implemented if possible. The Union shall be provided with a written explanation of any recommendation which is not implemented.

ARTICLE 34 - TIME DONATION PROGRAM

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

34.1.1 An employee may voluntarily donate up to twenty (20) vacation, sick leave, or personal leave days to the account of any other bargaining unit member who has a catastrophic disease or accident and who has exhausted all of his/her sick, vacation, and personal leave based upon the following provisions:

- (a) a donating employee shall be limited to a donation of up to twenty (20) days per donation;
- (b) any donation must be in a full work day increment;
- (c) if a donating employee chooses to donate sick time, he/she must retain, after donation, at least twelve (12) sick days;
- (d) a donating employee must sign a form specified by the Director of Personnel which will include the amount of time to be donated, to whom, and what kind of time;
- (e) the receiving employee's illness or accident must be verified by a licensed medical practitioner in writing with a diagnosis and prognosis;
- (f) any time not used by the receiving employee shall be left on his/her accrued sick time upon return to work.

34.1.2 Initial determination as to the catastrophic nature of the accident or illness shall be made by the employing department in conjunction with the Department of Personnel. In the event of a denial of benefit, a committee composed of two (2) Union appointees and two (2) management people appointed by the Director of Personnel shall review that denial and, by majority vote of the committee, may overturn the denial.

ARTICLE 35 - FAMILY RESPONSIBILITY LEAVE

35.1 **Leave Program**

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

(a) New Birth

All Employees will be eligible for twelve (12) weeks (60 workdays) of paid parental leave, per twelve (12) month period which begins upon birth, for each pregnancy resulting in births or multiple births. The Employer shall require proof of pregnancy at least 30 days prior to the expected due date, as well as proof of the birth. In addition, employees will be required to provide proof of a parent-child relationship such as a birth certificate or other appropriate documentation.

(b) New Adoption

a. All employees will be eligible for twelve (12) weeks (60 workdays) of paid parental leave per twelve (12) month period for a new adoption. If the adoption occurs after foster placement, the leave is permitted only if the child or children has/have not resided with the employee for more than four (4) years. The twelve (12) month leave period begins either:

- i. when physical custody of the child or children has been granted to the employee, provided that the employee can show that the formal adoption process is underway; or
- ii. in cases of adoption following foster placement, upon filing of the Petition for Adoption.

b. The employee must:

- i. notify the agency personnel office of intent to take leave as soon as the employee is aware of impending adoption;
- ii. submit proof of the legal status of the adoption, including proof of finalization; and
- iii. if applicable, submit documentation from a child welfare agency regarding the length of the child's residency with the employee.

c. Employees are not eligible for parental leave in the event the adoption is for a step-child or relative with whom the employee has previously established residency for a period of one (1) or more years.

(c) Employees using leave under this Section may use the leave intermittently in the first twelve (12) months after the birth or adoption but must use the leave benefit in

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weeklong increments (5 consecutive working days). Where portions of the leave are to be used intermittently, the intermittent portions must be scheduled with 30 days' notice, unless exigent circumstances exist.

- (d) Parental leave must be taken concurrently with any FMLA leave for which the employee may be eligible.
- (e) If both parents currently work for the Employer, they shall each be eligible for twelve (12) weeks of paid leave, as set out in this Section, which may be taken consecutively or concurrently.
- (f) The leave request must be accompanied by the required documentation.
- (g) If an employee's child is stillborn and/or dies following childbirth during parental leave but before said leave has been exhausted, the employee shall still be permitted to use the full amount of parental responsibility leave remaining hereunder.
- (h) Paid Parental Leave does not "accrue" and is not paid out to any employees at the time of separation, voluntary or involuntary.

35.1.2 Nothing in this section shall affect the Rules of the Department of Central Management Services or the Rules of the Department of Personnel regarding the use of non-work related disability leave.

35.2 **Parental Part-Time Work Option**

35.2.1 In conjunction with an adoption/child care leave, an employee may request to return to work on a part-time basis subsequent to a pregnancy related disability leave, or immediately subsequent to the adoption of a child. Based on operating needs, this schedule shall be mutually agreed upon by the employee and management, but management reserves the right to approve or disapprove the schedule. The employing department shall grant such a request for up to one hundred eighty (180) calendar days. Subsequent to the initial one hundred eighty (180) day change in work schedule, the employee shall return to his/her regular work schedule.

35.2.2 The employee's salary and benefits shall be prorated. Approval of this request is solely at the discretion of the employing department and the denial shall not be grievable.

35.2.3 Nothing in this section precludes a department and employee from structuring other arrangements that comport with the Department of Personnel Rules and Policies, upon mutual agreement during the course of, and in conjunction with, an adoption/child care leave.

ARTICLE 36 - EMPLOYEE ASSISTANCE PROGRAM

36.1 **Scope** It is recognized that almost any human problem can be successfully treated, provided it is identified in its early stages and referral is made to an appropriate source of care. This applies whether the problem is one of physical illness, mental or emotional illness, finances, marital or family distress, alcohol or drug abuse or legal problems. Alcoholism and drug abuse are recognized as treatable illnesses, responsive to treatment and rehabilitation. Any employee of the Secretary of State having any of these problems will receive the same careful consideration and referral to treatment that is extended to an employee having any other illness.

36.2 **Utilization** When an employee's job performance deteriorates from expected standards, and the employee is unable or unwilling to correct the situation, there may be some reason outside the realm of job responsibilities which is the cause. It is the responsibility of each department head and supervisor to refer the employee to the Employee Assistance Program (EAP) for an assessment of the problem. The necessity of referral for diagnosis and treatment or assistance will be based strictly on unsatisfactory job performance which results from an apparent medical or behavioral problem. Employees who have problems which they feel may affect their job performance are encouraged to voluntarily seek assessment and treatment on a confidential basis by contacting the Employee Assistance Program. Since employee work performance can be affected by the problems of a spouse or other member of the immediate family, the program is available to the employee's family as well.

36.3 **Description**

36.3.1 The Employer will continue to subscribe to the EAP program as currently administered by the Illinois Department of Central Management Services. The policies for treatment and payment of expenses related to the EAP shall be determined by the program administrators. Those receiving help will not have job security or promotional opportunities jeopardized by participating in the program.

36.3.2 EAP will be voluntary and confidential in nature.

36.4 **Drug Policy** Except where required by State and/or Federal law, or as otherwise provided in this contract, specifically Article 11.10, the Employer will not conduct drug testing. Should the Employer have reason to believe that an employee may be using or under the influence of drugs or alcohol while at work because of job performance, the Employer will refer the employee to EAP.

ARTICLE 37 - DISCLOSURE OF CONVICTION

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

ARTICLE 38 - ECONOMICS

38.1 **Across-The-Board Salary Increases**

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38.1.1 Full-Time Employees All full-time employees shall receive the following across-the-board salary increases as of the following effective dates:

Full-Time Clerical & Professional Employees

<u>Effective</u>	<u>Increase</u>
July 1, 2023	\$1,320 (Intermittent employees prorated)
January 1, 2024	3%
July 1, 2024	\$1,404 (Intermittent employees prorated)
January 1, 2025	2%
July 1, 2025	3%
January 1, 2026	2%
July 1, 2026	3%
January 1, 2027	2%

The minimums and maximums of the wage scales will increase consistent with the across-the-board increases or the flat amount, as applicable.

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

38.1.3 Intermittent Employees Intermittent employees will receive the across-the-board increases set forth in 38.1.1 above. There will be no step increases during the term of this Agreement; however, the above across-the-board increases will be applied to the step scale.

38.2 Differential

38.2.1 Shift Differential Employees whose normal work shift begins on or after 1:00 p.m. and ends on or before 8:00 a.m. shall be paid a shift differential added to their salary of one hundred dollars (\$100.00) per month, or four and one-half (4.5%) per month, whichever is greater. This provision shall not apply to individual employees who are granted a flextime shift change that are eligible for shift differential pay. Shift differential shall not be subject to proration for less than full-time employees.

38.2.2 Bilingual Differential Positions whose job descriptions require the use of sign language or which require an employee to be multi-lingual shall receive additional compensation over their normal rate of pay of one hundred dollars (\$100.00) per month for each language (other than English) in which the employee is proficient that the Employer specifically requires the employee to use.

38.2.3 CDL Differential Public Service Representatives and Public Service Supervisors at CDL facilities whose regular responsibilities include performing all of the following duties: administering CDL testing; CDL pre-tests, CDL safety checks; and CDL road tests shall receive additional compensation over their regular rate of pay of one hundred dollars (\$100.00) per month.

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38.2.4 **Training Differential** Employees who are placed in positions identified by management as Trainer positions shall receive additional compensation over their regular rate of pay of one hundred dollars (\$100.00) per month.

38.2.5 **Training in Facilities** A well-trained facilities staff is necessary for the successful operations of the Employer. To that end, the Employer will provide training to facilities staff: 1) on current operations; 2) on updates to procedures or policies; or 3) on a remedial basis as needed, as it determines. The Employer will provide such training with designated staff, including but not limited to identified trainers or trainers in the titles of Motor Vehicle Cashier (MVC-T) or Public Service Representatives (PSR-T). Front line and facility managers will also be used, when necessary, to provide training as part of their duties.

38.3 **Working Out Of Class**

38.3.1 Employees selected by management to work in a vacant position of a higher classification shall be entitled to supplemental compensation as set forth below. For an employee to be eligible for the supplemental compensation under this provision, the following conditions must be met.

38.3.2 There must be a vacancy by virtue of:

- (a) a vacant position waiting to be filled;
- (b) an employee is on an extended vacation;
- (c) an employee is on an extended sick leave; or
- (d) an employee is on a leave of absence (LOA).

In addition to the above, only for purposes of this Article 38.5, the filling of the position of the highest classified employee assigned to work in a vacant position by virtue of items (a) through (d) above shall also be considered the filling of a vacancy; there shall be no “chain effect” creation of vacancies thereafter.

38.3.3

a. A Public Service Representative or Motor Vehicle Cashier may be called upon to service in the capacity of the facility manager when the facility manager is absent from the facility for at least five (5) days. In that case, the employee will perform all the duties of the facility manager. For serving in this capacity for five (5) days up to one full pay period, the employee will receive \$100.00 as a stipend.

b. An employee must be required to fill the vacancy for a minimum of one full pay period and a maximum of six (6) months of continuous service. The six (6) month maximum may be extended for another six (6) months only with written justification from the employing department’s director and approval of the Director of Personnel. During this assignment, all benefits afforded these employees as SEIU bargaining unit employees shall remain in effect. However, if the position to which the employee is assigned is outside the bargaining unit, the employee will not receive overtime.

c. The Employer shall endeavor not to split, rotate or reassign duties for the purpose of avoiding the payments set forth above.

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38.3.4 An employee must be given a written directive from the employing department to work at the higher level. The written directive shall include the start date of the assignment, the anticipated completion date of the assignment, the approval of the director of the employing department, and the approval of the Director of Personnel. At any time, either the Director of Personnel or the employee may choose to end this assignment by stating such in writing to the other party.

38.3.5 An employee shall assume the preponderance of the duties of the new position and he/she shall assume all of the responsibilities of the position.

38.3.6 A Clerical Unit employee who meets the conditions for working out of class shall be given a supplemental salary per pay period or part thereof equivalent to the amount the employee would have received had the employee been promoted into that position. The supplemental salary shall be calculated and added to the regular paycheck per pay period.

38.3.7 A Professional Unit employee who meets the conditions for working out of class shall be given a supplemental salary per pay period or part thereof equivalent to the amount the employee would have received had the employee been promoted into that position. The supplemental salary shall be calculated and added to the regular paycheck per pay period.

38.3.8 Employees who feel that they qualify for supplemental compensation under this provision shall have the right to appeal, within thirty (30) days of the completion of the higher level assignment, to the Director of Personnel. There shall be grievance rights, starting at the third level for appeals pursuant to this provision.

38.3.9 Working Onsite During Closure

- a. Offices of the Secretary of State may be closed from time to time for various reasons as determined by management. In these circumstances, employees may be required to continue to perform their duties onsite, in spite of the closure. Such employee will be deemed “essential” for purposes of these circumstances by management.
- b. When such circumstances arise, and the employees are required to continue to perform their duties onsite, even though other employees may not be required to do so, the essential employees will be credited for an hour of Flex Time for every hour they are required to work on site.
- c. Flex time can be accrued and will be available to use in fifteen (15) minute increments for one (1) year from the date it is earned. Any flex time used will not count as hours worked toward the earning of overtime. Any Flex Time not used within one (1) year after it was earned will be forfeited.

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38.4 **Salary Ranges**

38.4.1 **Salary Ranges**

38.4.1.1 Effective July 1, 2023, salary ranges for the Clerical and Professional Units shall be as set forth in Appendix A and B to this Agreement, which have been adjusted to reflect the annual across-the-board increases set forth in Section 38.1.1 and 38.1.3 above.

38.4.2 Each title shall remain on its respective salary grade as listed in Article 1 - Recognition of this Agreement unless the parties agree to a change.

- A. For the Operations Associates and Intermittent Operations Associates in the Vehicle Services Department's Chicago Information Line and the Public Inquiry Unit (Springfield) divisions, we will re-classify them to the title of Motor Vehicle Regulations Technicians I and Intermittent Motor Vehicle Regulations Technician I.
- B. For the Operations Clerk, Intermittent Operations Clerk and Stores Clerk, these positions will be eliminated and the Operations Clerks and Intermittent Operations Clerk will be moved to Operations Assistant and Intermittent Operations Assistant positions.
- C. The pay grade for the Teletype Operator I will be moved from PG C-7B to PG C-9A.

38.5 **Promotions and Intermittent Transfers**

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

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

38.5.3 Clerical Unit employees who are promoted shall receive either the minimum pay rate for the position or a five percent (5%) increase in salary, whichever is greater. grade.

38.5.4 Professional Unit members who are promoted shall receive either the minimum pay rate for the position or a five percent (5%) increase in salary, whichever is greater.

38.5.5 All intermittent employees who are transferred to their full-time equivalent positions shall receive either the minimum pay rate for the position or a five percent (5%) increase in annual pay, whichever is greater.

38.6 **In-Hire** The in-hire rate for new employees shall be no higher than ten percent (10%) of their respective scale unless there is a clearly demonstrable reason including, but not limited to, specialized training, education and/or work related experience.

38.7 **Compensation for Travel**

38.7 Employees shall be eligible to earn compensation for travel pursuant to the rules and guidelines of the "Fair Labor Standards Act" and the guidelines set forth below.

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38.7.2 Travel time shall be defined as:

- a) time and mileage in excess of the normal commute;
- b) time outside of normal work hours for travel on an actual commercial carrier based upon the commercial carrier's published schedule; and/or
- c) time outside of normal work hours allocated for driving.

38.7.3 All travel time shall be considered straight time for the purposes of compensation and shall be figured as time-worked for the computation of overtime pursuant to Article 24 of this Agreement.

38.7.4 Employees in the classifications Public Service Representative, Public Service Clerk, Drivers License Hearing Officer, Training Specialist and Formal Hearing Officer (plus their equivalent Intermittent classes) are required, by definition of their original job description, to travel to and from neighboring facilities for the purpose of routinely servicing those facilities. In these instances, the employee shall not be eligible for compensation for travel, except as otherwise provided in 30.2.2(b).

38.7.5 In order for management to minimize the expense of compensation for travel, management may select a qualified employee for a temporary transfer who lives closest to the non-headquartered assignment instead of complying with Article 30.2.2 of this Agreement.

38.7.6 Travel time, though compensable, shall not be considered overtime with regard to the overtime assignment procedure as outlined in Article 24.5 of this Agreement between the Office of the Secretary of State and the SEIU for the Clerical Unit.

38.7.7 Management may refuse to schedule or assign an employee to travel:

- (a) if the employee is an Intermittent and the travel time would put the employee over the 1500 hours allowed by Department of Personnel Rule 420.330(b)(2); or
- (b) if the travel time would put the employee's accumulated compensatory time over the 240 hours allowed by the "Fair Labor Standards Act."

38.8 **Tuition Reimbursement**

38.8.1 When funds are available in the appropriate line item in the Department of Personnel budget, tuition reimbursement shall be available to all employees pursuant to Policy 2.16 of the Secretary of State's Policy Manual.

38.9 **Proration of Benefits** The Department of Personnel Pay Plan, including proration of all benefits for less than full-time employees and Intermittents, shall prevail except as modified by this Agreement.

38.10 **Legislative Appropriation**

38.10.1 If any appropriations to the Office of the Secretary of State, which directly corresponds to any economic obligations for personal services as reflected in this Agreement, is subsequently reduced by the legislature or the Governor to an amount less than the original request, the parties herein do hereby agree to reopen this contract

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for the limited purpose of discussing the issue of economics. Such a “reopener” will be held at a time following the effective date of the legislation. If, after meeting and discussing the appropriation reduction with due diligence for thirty (30) days, the Union either may request arbitration pursuant to Article 7 of this Agreement or may elect to mediate pursuant to 5 ILCS 315/12. The scope of the arbitrator’s or mediator’s authority shall be limited to what, if any, reduction has been made in the appropriation request and whether there are sufficient funds available in the appropriate line items to fund all of the employer’s obligations including personal services in this Agreement. This section shall not preclude the Secretary from exercising his discretion in operating his office. In the event of such a reduction, the Secretary of State agrees in principle to support any lawful efforts proposed by any party, including the Union, begun with the objective of recouping enough funds to satisfy the economic obligations as shown in this Agreement for the particular fiscal year(s) affected. However, the parties agree that all increases are contingent upon the legislature specifically appropriating funds for these increases in line items 1120 and 1130 and the Governor signing the appropriation bill.

38.10.2 However, the Illinois Secretary of State shall retain his discretion in selecting the manner of his support in these efforts, guided by his determination as to the best interest of his office and the employees of the Office of the Secretary of State.

38.10.3 Should any lost funds be subsequently restored, the parties will reopen negotiations to determine the best method to distribute such funds.

38.11 **Duration**

38.11.1 This Agreement shall be in full force and effect from July 1, 2019 until June 30, 2023, and from year to year thereafter unless either party desires a change. In the event a change is desired by either party, written notice shall be given to the other at least sixty (60) days prior to June 30, 2023, but not prior to November 1, 2022, and any subsequent November 1st thereafter. The purpose of this early negotiation shall be to reach an Agreement on economic issues which can be included in the requested budget for the fiscal year beginning July 1, 2023, and any subsequent July 1st thereafter.

38.11.2 It is further agreed that the non-economic provisions of this Agreement shall remain in effect during the period of negotiations for a new Agreement and either party may terminate this Agreement by written notice to the other at least thirty (30) days prior to June 30, 2023, or any date thereafter. Wages shall remain at the June 30, 2023 rate until such time as they are altered by the Agreement reached by the parties.

38.12 **Me Too** If, after the ratification of this Agreement but prior to July 1, 2027, the Employer voluntarily agrees to a pay scale and/or salary range for comparable titles in another bargaining unit which exceed the minimum and maximum of a pay scale and/or salary range agreed to in this Agreement, the Employer will apply the same minimum and maximum to the pay scale and/or salary range to the comparable titles covered by this Agreement.

38.13 **Direct Deposit** The Union and the Employer agree that all State payments for an employee’s paycheck shall be made through direct deposit. If the employee fails to make the necessary arrangements to have his/her paycheck issued through direct deposit, the parties agree that the State of Illinois Comptroller may charge the employee a processing fee. The processing fee may be withheld from the employee’s paycheck.

SIGNATURE PAGE

Signed this 11 day of October, 2023.

For the ILLINOIS SECRETARY OF STATE



Alexi Giannoulias, Secretary of State

IN WITNESS WHEREOF, each of the parties, by its duly authorized representatives, has signed this Memorandum of Agreement, as of the date first written above.

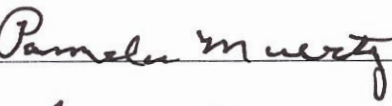
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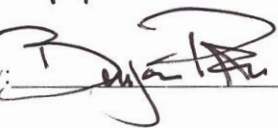
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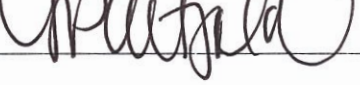
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SIDE LETTERS:

1. Management and the Union agree to a side letter that shall read as follows:
During negotiations for the Collective Bargaining Agreement between the Secretary of State's Office and SEIU Local 73, effective July 1, 2004 through June 30, 2007, the parties discussed the Secretary of State's use of contractual employees and agree as follows:

- The Secretary of State may utilize no more than 40 contractual road testers at any one time during a particular fiscal year. Each contractual employee who serves as a road tester shall not be retained for longer than a 90 day period.
- The Secretary of State may utilize no more than 100 contractual employees for replating at any one time. However, during the term of this contract, the Secretary of State will work toward the goal of reducing the number of contractual employees utilized for replating.

Additionally, the Secretary of State will work toward placing the contractual employees being utilized for replating into full-time positions as positions become available.

The Secretary of State agrees to examine the use of contractual employees to serve as hearing officers and prosecutors.

2. As to the titles of Private Secretary I and II, Management and the Union agreed to leave the title in the collective bargaining agreement, based on the understanding that only one position is occupied by a bargaining unit member, and the status quo shall be maintained with respect to the other positions in these titles in that they are not considered part of the bargaining unit.
3. Management and the Union agree to a side letter that states that with proper justification an individual may be provided a salary adjustment outside the employee's anniversary date or progressive step increases.
4. [Deleted; numbering retained for historical purposes.]
5. [Deleted; numbering retained for historical purposes.]
6. [Deleted; numbering retained for historical purposes.]
7. Pension pick up side letter.

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

It is agreed between the parties; Secretary of State and SEIU Local 73; that when a Holidays falls on a day that would result in all offices of the Secretary of State to be closed for a period of four (4) consecutive calendar days, The Secretary of State, when creating the holiday schedule for a calendar year, shall handle such situation in accordance with its past practice preventing four consecutive day closures. A copy of the holiday schedule for the following year shall be presented to the Union by November 1st. The Union shall contact the Director of the Department of Personnel with any questions or concerns regarding the holiday schedule.

9. Management and the Union agree to a side letter for Section 38.9 – Compensation for Travel that reads as follows:

For the life of this agreement, Section 38.9.2(a) shall be read to provide reimbursement for mileage for Drivers’ and Vehicles’ Facility employees who, on their scheduled day off, are required to drive to mandatory training. The mileage will be paid for the distance to and from the employee’s residence to the facility at which the training occurs.

10. Management and the Union agree to a side letter on filing of Step 3 Grievances that reads as follows:

1) The Step 3 grievance will be sent by the Union, on the form prescribed by the Secretary of State, electronically through e-mail. The Grievance will be sent to the designated Department of Personnel representative with a “cc” on the e-mail sent to the Director of Department of Personnel (currently Director Roth at Sroth@ilsos.net). If the grievance is not attached to the e-mail sent, it will not be considered valid.

2) The Union must meet the time limits for submitting the grievance as outlined in Article 7 of the SEIU contract. Therefore, the e-mail, with the grievance attached, must be submitted within ten (10) working days of receipt of the Step 2 decision, or in the absence of such reply, within ten (10) working days of the date the reply was due.

3) The Department of Personnel’s time limits, as set forth in Article 7 of the SEIU contract, will begin with the date the Union receives the return read receipt.

4) The original grievance will be sent to Department of Personnel via the U.S. Mail.

5) All other procedures related to the grievance process will be followed as outlined in Article 7 of the SEIU contract.

11. Management and the Union agree to a side letter on Working Out of Class that reads as follows:

Due to the difficulty in filling vacancies caused by the State’s budget crisis, the Secretary of State and the Union agree that during the term of this collective bargaining agreement the

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maximum time limit for working out of classification set forth in Section 38.5.3 of the collective bargaining agreement - six (6) months of continuous service with a single six (6) month extension - shall be waived. All other provisions of Section 38.5 – Working Out of Class shall remain in full force and effect until close of business June 30, 2025.

12. Management and the Union agree to a side letter that limits the number of TVDL contractual employees to fifty (50) at any one time. Parties agree to discuss the continuation of this side letter prior to January 1, 2025.

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SIDE MEMO RE WEATHER EMERGENCIES

Date: July 24, 2007

To: Dale Hillier, Local 73, SEIU

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

Re: Weather Emergencies

This is to confirm the following in connection with our negotiations for a new collective bargaining agreement: During our negotiations, the Union proposed language that would have permitted employees not to report to work and to be released from work, with pay, whenever law enforcement issues or broadcasts a notice to restrict driving to emergency situations only, and the Secretary rejected that proposal on the grounds that, while mindful of employees' safety and welfare, management needs to have the flexibility to make the best decision possible under the circumstances, taking into account both employees' safety and welfare, and the needs of the public we serve. In that spirit, this is to confirm that, in the event that the appropriate law enforcement authorities with applicable jurisdiction issue a notice that driving must be restricted to emergency situations, the Secretary will consider said notice as being of major significance in deciding whether or not to reassign employees to other work locations, to release employees from work with pay, or to permit employees not to report for scheduled work. If, pursuant to a directive from the Department of Personnel, an employee is directed by management not to report for work due to the closing of a work location because of a weather emergency, the employee will be paid his or her regular pay for the regularly scheduled hours lost. If work is available but an employee is excused by management from reporting for work due to a weather emergency, then the employee will be permitted to use the following paid time off, if available, in the following order, to substitute for regularly scheduled hours lost: paid personal leave time; if none, vacation time; if none, compensatory time; if none, holiday time; if paid time off has been exhausted, then the absence will be treated as an excused absence.

SIDE MEMO RE LIQUIDS AT WORK STATIONS

Date: July 24, 2007

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To: Dale Hillier, Local 73, SEIU

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

Re: Liquids at Work Stations

This is to confirm that, in connection with our negotiations for a new collective bargaining agreement, the Secretary of State intends to permit employees to have liquids at work stations only on the following terms and conditions, which are designed to reduce the risk of damage to equipment and documents and interference with work:

1. Only drinking water will be permitted.
2. The water must be contained in an unbreakable, capped container, such as a commercial or personal water bottle.
3. If the employee works with members of the public or at a work station visible to members of the public, the container must be kept out of view.
4. The container must be kept far enough away from documents or equipment so as not to pose a significant risk of damage to documents or equipment as a result of spillage.
5. Water containers will not be permitted in vehicles during driving tests.
6. The Secretary of State reserves the right to rescind or modify this policy as necessary for the protection of documents and equipment, and/or for the efficiency of operations. The Employer will give the Union prior notice of rescission or significant modification of this policy, and will provide the Union an opportunity to confer regarding such rescission or modification.

**NEGOTIATIONS BETWEEN THE OFFICE OF THE SECRETARY OF STATE (EMPLOYER)
AND
THE SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 73 (UNION)
VESTS**

SOS-SEIU 2023-2027

August 17, 2023

1. Each facility employee will be provided with two (2) vests.
2. Vests are to be worn at all times while at work, except that for facility employees that are required to wear a safety vest while outside, the employee may take off the vest and not wear it while they are wearing the safety vest.
3. It shall be the responsibility of the employee to keep the vest in a good, clean condition in accordance with the Dress Code Side Letter.
4. If the vest becomes torn or worn through use and needs replacement, the employee shall make a request for a replacement vest through their facility manager, using the prescribed form. The form will be sent to the appropriate division for replacement and the new vest will be provided to the supervisor to provide to the employee. Unless the vest is determined to be unwearable by management, the employee shall continue to wear the old vest until the new vest is provided. At the time that the new vest is presented to the employee, the old vest shall be collected from the employee.
5. Employees have provided sizes for the initial ordering of the vests. However, after receipt of the vest if another size is needed, the employee shall make the request to their facility manager who shall request a vest in the new size and the vest shall be provided.

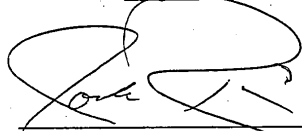
FLEX TIME AGREEMENT

SEIU Local 73 and the Illinois Secretary of State, with respect to the designation and use of Flex time, agree as follows:

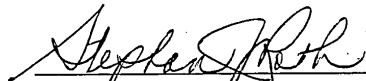
1. The parties' past practice has been for additional hours worked by employees on the mobile units, cars shows, and similar events, that overtime is not paid to the employees for this time.
2. This past practice, which has been in place for several years, will continue going forward, and this agreement is necessary to memorialize the process.
3. The understanding of the parties is that when an employee works additional hours in a particular week, that the employee will flex their schedule and use those additional hours on another day during the pay period in which the time was earned. If additional hours earned are on one of the last days of the pay period, and the employee is unable to flex their schedule during the current pay period, then the employee will be allowed to flex those additional hours at the beginning of the next pay period.
4. No overtime payment or accrual of time shall occur for any additional hours worked by the employee.
5. When additional time is worked, the attendance system shall reflect ED time for those additional hours on that day.
6. When the employee's time is flexed and they are off work, the attendance system shall reflect AA time for the time that the employee is absent.
7. Documentation establishing the reason for the additional time shall be kept with the Department attendance records.

This document reflects the entire agreement between the parties.

Dated this 18 day of May, 2017



SEIU Local 73



Office of Illinois Secretary of State

APPENDIX A – CLERICAL UNIT SALARY

	FY24			FY25			FY26			FY27		
PG #2	<u>7/1/2023</u> CURRENT	<u>7/1/2023</u> LUMP SUM	<u>1/1/2024</u> 3%	<u>7/1/2024</u> LUMP SUM	<u>1/1/2025</u> 2%	<u>7/1/2025</u> 3%	<u>1/1/2026</u> 2%	<u>7/1/2026</u> 3%	<u>1/1/2027</u> 2%			
COMPUTER MAIL MACHINE OPER. I CORRESPONDENCE OPER. I DATA INPUT CONTROLLER OPERATIONS ASSISTANT	BOTTOM / TOP 2,793 3,688 33,516 44,256	BOTTOM / TOP 2,903 3,798 34,836 45,576	BOTTOM / TOP 2,990 3,912 35,880 46,944	BOTTOM / TOP 3,107 4,029 37,284 48,348	BOTTOM / TOP 3,169 4,110 38,028 49,320	BOTTOM / TOP 3,264 4,233 39,168 50,796	BOTTOM / TOP 3,329 4,318 39,948 51,816	BOTTOM / TOP 3,429 4,448 41,148 53,376	BOTTOM / TOP 3,498 4,537 41,976 54,444			
PG #3	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP			
ACCOUNT CLERK	2,957 3,903 35,484 46,836	3,067 4,013 36,804 48,156	3,159 4,133 37,908 49,596	3,276 4,250 39,312 51,000	3,342 4,335 40,104 52,020	3,442 4,465 41,304 53,580	3,511 4,554 42,132 54,648	3,616 4,691 43,392 56,292	3,688 4,785 44,256 57,420			
PG #4	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP			
BINDERY OPERATOR PRINTING EQUIP OPERATOR I TOUR GUIDE	2,975 3,999 35,700 47,988	3,085 4,109 37,020 49,308	3,178 4,232 38,136 50,784	3,295 4,349 39,540 52,188	3,361 4,436 40,332 53,232	3,462 4,569 41,544 54,828	3,531 4,660 42,372 55,920	3,637 4,800 43,644 57,600	3,710 4,896 44,520 58,752			
PG #6	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP			
COMM. NTRWK CONTRLR I COMPUTER PROD SPECIALIST I CORRESPONDENCE OPER. II DATA CENTER SPECIALIST I DATA INPUT ASSOCIATE OPERATIONS ASSOCIATE	3,033 4,003 36,396 48,036	3,143 4,113 37,716 49,356	3,237 4,236 38,844 50,832	3,354 4,353 40,248 52,236	3,421 4,440 41,052 53,280	3,524 4,573 42,288 54,876	3,594 4,664 43,128 55,968	3,702 4,804 44,424 57,648	3,776 4,900 45,312 58,800			
PG #7A	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP			
ACCOUNT TECHNICIAN I MICROFILM LAB TECHNICIAN MICROGRAPHIC IMAGING TECH	3,090 4,246 37,080 50,952	3,200 4,356 38,400 52,272	3,296 4,487 39,552 53,844	3,413 4,604 40,956 55,248	3,481 4,696 41,772 56,352	3,585 4,837 43,020 58,044	3,657 4,934 43,884 59,208	3,767 5,082 45,204 60,984	3,842 5,184 46,104 62,208			
PG #7B	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP			
AUTO PARTS AUDITOR AUTOMOTIVE ATTENDANT COMM. NETWORK CNTL II MICROGRAPHIC EQUIP OPER-LEAD PUBLIC SERVICE CLERK	3,159 4,251 37,908 51,012	3,269 4,361 39,228 52,332	3,367 4,492 40,404 53,904	3,484 4,609 41,808 55,308	3,554 4,701 42,648 56,412	3,661 4,842 43,932 58,104	3,734 4,939 44,808 59,268	3,846 5,087 46,152 61,044	3,923 5,189 47,076 62,268			
PG #9A	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP			
ACCOUNT TECHNICIAN II COMPUTER MAIL MACHINE OPER II DATA INPUT - LEAD MOTOR VEH REGULATIONS TECH I TELETYPE OPERATOR I MICROGRAPHIC IMAGING TECH – LEAD	3,200 4,606 38,400 55,272	3,310 4,716 39,720 56,592	3,409 4,857 40,908 58,284	3,526 4,974 42,312 59,688	3,597 5,073 43,164 60,876	3,705 5,225 44,460 62,700	3,779 5,330 45,348 63,960	3,892 5,490 46,704 65,880	3,970 5,600 47,640 67,200			
PG #10	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP			
AUTOMOTIVE BODY SPECIALIST MOTOR CARRIER TECHNICIAN	3,225 4,611 38,700 55,332	3,335 4,721 40,020 56,652	3,435 4,863 41,220 58,356	3,552 4,980 42,624 59,760	3,623 5,080 43,476 60,960	3,723 5,232 44,784 62,784	3,807 5,337 45,684 64,044	3,921 5,497 47,052 65,964	3,999 5,607 47,988 67,284			

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PG #10A										
SECRETARY I	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP
	3,240 4,899 38,880 58,788	3,350 5,009 40,200 60,108	3,451 5,159 41,412 61,908	3,568 5,276 42,816 63,312	3,639 5,382 43,668 64,584	3,748 5,543 44,976 66,516	3,823 5,654 45,876 67,848	3,938 5,824 47,256 69,888	4,017 5,940 48,204 71,280	
PG #12										
MOTOR VEHICLE CASHIER	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP
	3,253 5,028 39,036 60,336	3,363 5,138 40,356 61,656	3,464 5,292 41,568 63,504	3,581 5,409 42,972 64,908	3,653 5,517 43,836 66,204	3,763 5,683 45,156 68,196	3,838 5,797 46,056 69,564	3,953 5,971 47,436 71,652	4,032 6,090 48,384 73,080	
PG #12A										
PUBLIC SERVICE REPRESENTATIVE	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP
	3,383 5,231 40,596 62,772	3,493 5,341 41,916 64,092	3,598 5,501 43,176 66,012	3,715 5,618 44,580 67,416	3,789 5,730 45,468 68,760	3,903 5,902 46,836 70,824	3,981 6,020 47,772 72,240	4,100 6,201 49,200 74,412	4,182 6,325 50,184 75,900	
PG #13										
PRINTING EQUIP OPERATOR II RETURNED CHECK COLLECUTOR	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP	BOTTOM / TOP
	3,500 5,245 42,000 62,940	3,610 5,355 43,320 64,260	3,718 5,516 44,616 66,192	3,835 5,633 46,020 67,596	3,912 5,746 46,944 68,952	4,029 5,918 48,348 71,016	4,110 6,036 49,320 72,432	4,233 6,217 50,796 74,604	4,318 6,341 51,816 76,092	

APPENDIX B – PROFESSIONAL UNIT SALARY SCALES AND RANGES

	FY24			FY25		FY26		FY27	
	<u>7/1/2023</u> <u>NEW SCALE</u>	<u>7/1/2023</u> <u>LUMP SUM</u>	<u>1/1/2024</u> <u>3%</u>	<u>7/1/2024</u> <u>LUMP SUM</u>	<u>1/1/2025</u> <u>2%</u>	<u>7/1/2025</u> <u>3%</u>	<u>1/1/2026</u> <u>2%</u>	<u>7/1/2026</u> <u>3%</u>	<u>1/1/2027</u> <u>2%</u>
PG #3 ADMINISTRATIVE CLERK TELETYPE OPERATOR II	BOTTOM / TOP 3,550 5,718 42,600 68,616	BOTTOM / TOP 3,660 5,828 43,920 69,936	BOTTOM / TOP 3,770 6,003 45,240 72,036	BOTTOM / TOP 3,887 6,120 46,644 73,440	BOTTOM / TOP 3,965 6,242 47,580 74,904	BOTTOM / TOP 4,084 6,429 49,008 77,148	BOTTOM / TOP 4,166 6,558 49,992 78,696	BOTTOM / TOP 4,291 6,755 51,492 81,060	BOTTOM / TOP 4,377 6,890 52,524 82,680
PG #4 AUTO SERVICE MECHANIC	BOTTOM / TOP 3,583 5,733 42,996 68,796	BOTTOM / TOP 3,693 5,843 44,316 70,116	BOTTOM / TOP 3,804 6,018 45,648 72,216	BOTTOM / TOP 3,921 6,135 47,052 73,620	BOTTOM / TOP 3,999 6,258 47,988 75,096	BOTTOM / TOP 4,119 6,446 49,428 77,352	BOTTOM / TOP 4,201 6,575 50,412 78,900	BOTTOM / TOP 4,327 6,772 51,924 81,264	BOTTOM / TOP 4,414 6,907 52,968 82,884
PG #6 GRAPHIC ARTS ILLUSTRTOR MICROFILM LAB TECHNICIAN LEAD	BOTTOM / TOP 3,617 6,026 43,404 72,312	BOTTOM / TOP 3,727 6,136 44,724 73,632	BOTTOM / TOP 3,839 6,320 46,068 75,840	BOTTOM / TOP 3,956 6,437 47,472 77,244	BOTTOM / TOP 4,035 6,566 48,420 78,792	BOTTOM / TOP 4,156 6,763 49,872 81,156	BOTTOM / TOP 4,239 6,898 50,868 82,776	BOTTOM / TOP 4,366 7,105 52,392 85,260	BOTTOM / TOP 4,453 7,247 53,436 86,964
PG #7 AUTO PARTS AUDITOR SUPER. MOTOR VEH REGULATIONS TECH II PRIVATE SECRETARY I	BOTTOM / TOP 3,650 6,297 43,800 75,564	BOTTOM / TOP 3,760 6,407 45,120 76,884	BOTTOM / TOP 3,873 6,599 46,476 79,188	BOTTOM / TOP 3,990 6,716 47,880 80,592	BOTTOM / TOP 4,070 6,850 48,840 82,200	BOTTOM / TOP 4,192 7,056 50,304 84,672	BOTTOM / TOP 4,276 7,197 51,312 86,364	BOTTOM / TOP 4,404 7,413 52,848 88,956	BOTTOM / TOP 4,492 7,561 53,904 90,732
PG #8 ADMINISTRATIVE ASST I COMPUTER PROD SPCLST II DATA CENTER SPCLST II DRIVER LICENSE HEARING OFFICER METHODS & PROCEDURES ADV I OFFICE OPERATIONS SUPER. PUBLIC INFORMATION REP I PRINTING EQUIPMENT SUPER. SFTY & FIN RESP HEARING OFF.	BOTTOM / TOP 3,717 6,385 44,604 76,620	BOTTOM / TOP 3,827 6,495 45,924 77,940	BOTTOM / TOP 3,942 6,690 47,304 80,280	BOTTOM / TOP 4,059 6,807 48,708 81,684	BOTTOM / TOP 4,140 6,943 49,680 83,316	BOTTOM / TOP 4,264 7,151 51,168 85,812	BOTTOM / TOP 4,349 7,294 52,188 87,528	BOTTOM / TOP 4,479 7,513 53,748 90,156	BOTTOM / TOP 4,569 7,663 54,828 91,956
PG #9 PUBLIC SERVICE SUPERVISOR	BOTTOM / TOP 3,750 6,450 45,000 77,400	BOTTOM / TOP 3,860 6,560 46,320 78,720	BOTTOM / TOP 3,976 6,757 47,712 81,084	BOTTOM / TOP 4,093 6,874 49,116 82,488	BOTTOM / TOP 4,175 7,011 50,100 84,132	BOTTOM / TOP 4,300 7,221 51,600 86,652	BOTTOM / TOP 4,386 7,365 52,632 88,380	BOTTOM / TOP 4,518 7,586 54,216 91,032	BOTTOM / TOP 4,608 7,738 55,296 92,856
PG #10 ACCOUNTANT I	BOTTOM / TOP 3,783 6,592 45,396 79,104	BOTTOM / TOP 3,893 6,702 46,716 80,424	BOTTOM / TOP 4,010 6,903 48,120 82,836	BOTTOM / TOP 4,127 7,020 49,524 84,240	BOTTOM / TOP 4,210 7,160 50,520 85,920	BOTTOM / TOP 4,336 7,375 52,032 88,500	BOTTOM / TOP 4,423 7,523 53,076 90,276	BOTTOM / TOP 4,556 7,749 54,672 92,988	BOTTOM / TOP 4,647 7,904 55,764 94,848

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PG #11 PRIVATE SECRETARY II PUBLIC INFORMATION REP. II SECRETARY II	BOTTOM / TOP 3,817 6,737 45,804 80,844	BOTTOM / TOP 3,927 6,847 47,124 82,164	BOTTOM / TOP 4,045 7,052 48,540 84,624	BOTTOM / TOP 4,162 7,169 49,944 86,028	BOTTOM / TOP 4,245 7,312 50,940 87,744	BOTTOM / TOP 4,372 7,531 52,464 90,372	BOTTOM / TOP 4,459 7,682 53,508 92,184	BOTTOM / TOP 4,593 7,912 55,116 94,944	BOTTOM / TOP 4,685 8,070 56,220 96,840
PG #12 BUSINESS SERVICE REP. COMMUN. NETWORK TECHNICIAN COMPUTER PROD SPEC. III DATA CENTER SPECIALIST III PROGRAM COMPLIANCE REP	BOTTOM / TOP 3,850 6,762 46,200 81,144	BOTTOM / TOP 3,960 6,872 47,520 82,464	BOTTOM / TOP 4,079 7,078 48,948 84,936	BOTTOM / TOP 4,196 7,195 50,352 86,340	BOTTOM / TOP 4,280 7,339 51,360 88,068	BOTTOM / TOP 4,408 7,559 52,896 90,708	BOTTOM / TOP 4,496 7,710 53,952 92,520	BOTTOM / TOP 4,631 7,941 55,572 95,292	BOTTOM / TOP 4,724 8,100 56,688 97,200
PG #13 METHODS & PROCEDURES ADV II TRAINING SPECIALIST	BOTTOM / TOP 3,883 6,824 46,596 81,888	BOTTOM / TOP 3,993 6,934 47,916 83,208	BOTTOM / TOP 4,113 7,142 49,356 85,704	BOTTOM / TOP 4,230 7,259 50,760 87,108	BOTTOM / TOP 4,315 7,404 51,780 88,848	BOTTOM / TOP 4,444 7,626 53,328 91,512	BOTTOM / TOP 4,533 7,779 54,396 93,348	BOTTOM / TOP 4,669 8,012 56,028 96,144	BOTTOM / TOP 4,762 8,172 57,144 98,064
PG #14 ACCOUNTANT II	BOTTOM / TOP 3,917 6,939 47,004 83,268	BOTTOM / TOP 4,027 5,341 48,324 64,092	BOTTOM / TOP 4,148 7,260 49,776 87,120	BOTTOM / TOP 4,265 7,377 51,180 88,524	BOTTOM / TOP 4,350 7,525 52,200 90,300	BOTTOM / TOP 4,481 7,751 53,772 93,012	BOTTOM / TOP 4,571 7,906 54,852 94,872	BOTTOM / TOP 4,708 8,143 56,496 97,716	BOTTOM / TOP 4,802 8,306 57,624 99,672
PG #14A ADMINISTRATIVE ASST II	BOTTOM / TOP 3,950 6,988 47,400 83,856	BOTTOM / TOP 4,060 7,098 48,720 85,176	BOTTOM / TOP 4,182 7,311 50,184 87,732	BOTTOM / TOP 4,299 7,428 51,588 89,136	BOTTOM / TOP 4,385 7,577 52,620 90,924	BOTTOM / TOP 4,517 7,804 54,204 93,648	BOTTOM / TOP 4,607 7,960 55,284 95,520	BOTTOM / TOP 4,745 8,199 56,940 98,388	BOTTOM / TOP 4,840 8,363 58,080 100,356
PG #15 FROMAL HEARING OFFICER INTERNAL AUDITOR	BOTTOM / TOP 3,983 7,114 47,796 85,368	BOTTOM / TOP 4,093 7,224 49,116 86,688	BOTTOM / TOP 4,216 7,441 50,592 89,292	BOTTOM / TOP 4,333 7,558 51,996 90,696	BOTTOM / TOP 4,420 7,709 53,040 92,508	BOTTOM / TOP 4,553 7,940 54,636 95,280	BOTTOM / TOP 4,644 8,099 55,728 97,188	BOTTOM / TOP 4,783 8,342 57,396 100,104	BOTTOM / TOP 4,879 8,509 58,548 102,108
PG #16 ADMINISTRATIVE ASST III	BOTTOM / TOP 4,017 7,260 48,204 87,120	BOTTOM / TOP 4,127 7,370 49,524 88,440	BOTTOM / TOP 4,251 7,591 51,012 91,092	BOTTOM / TOP 4,368 7,708 52,416 92,496	BOTTOM / TOP 4,455 7,862 53,460 94,344	BOTTOM / TOP 4,589 8,098 55,068 97,176	BOTTOM / TOP 4,681 8,260 56,172 99,120	BOTTOM / TOP 4,821 8,508 57,852 102,096	BOTTOM / TOP 4,917 8,678 59,004 104,136
PG #17 METHODS & PROCEDURES ADVISOR III	BOTTOM / TOP 4,050 7,360 48,600 88,320	BOTTOM / TOP 4,160 7,470 49,920 89,640	BOTTOM / TOP 4,285 7,694 51,420 92,328	BOTTOM / TOP 4,402 7,811 52,824 93,732	BOTTOM / TOP 4,490 7,967 53,880 95,604	BOTTOM / TOP 4,625 8,206 55,500 98,472	BOTTOM / TOP 4,718 8,370 56,616 100,440	BOTTOM / TOP 4,860 8,621 58,320 103,452	BOTTOM / TOP 4,957 8,793 59,484 105,516
PG #18 ACCOUNTANT III	BOTTOM / TOP 4,083 7,378 48,996 88,536	BOTTOM / TOP 4,193 7,488 50,316 89,856	BOTTOM / TOP 4,319 7,713 51,828 92,556	BOTTOM / TOP 4,436 7,830 53,232 93,960	BOTTOM / TOP 4,525 7,987 54,300 95,844	BOTTOM / TOP 4,661 8,227 55,932 98,724	BOTTOM / TOP 4,754 8,392 57,048 100,704	BOTTOM / TOP 4,897 8,644 58,764 103,728	BOTTOM / TOP 4,995 8,817 59,940 105,804

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<p>PG #19</p> <p>BUSINESS SERVICE SPECIALIST INTERNAL AUDITOR II MEDICAL REIVEW SPECIALIST MTR CARR RECIP PRORATE AUDITOR</p>	<p>BOTTOM / TOP</p> <p>4,117 7,665 49,404 91,980</p>	<p>BOTTOM / TOP</p> <p>4,227 7,775 50,724 93,300</p>	<p>BOTTOM / TOP</p> <p>4,354 8,008 52,248 96,096</p>	<p>BOTTOM / TOP</p> <p>4,471 8,125 53,652 97,500</p>	<p>BOTTOM / TOP</p> <p>4,560 8,288 54,720 99,456</p>	<p>BOTTOM / TOP</p> <p>4,697 8,537 56,364 102,444</p>	<p>BOTTOM / TOP</p> <p>4,791 8,708 57,492 104,496</p>	<p>BOTTOM / TOP</p> <p>4,935 8,969 59,220 107,628</p>	<p>BOTTOM / TOP</p> <p>5,034 9,148 60,408 109,776</p>
<p>PG #20</p> <p>ACCOUNTANT IV</p>	<p>BOTTOM / TOP</p> <p>4,150 7,772 49,800 93,264</p>	<p>BOTTOM / TOP</p> <p>4,260 7,882 51,120 94,584</p>	<p>BOTTOM / TOP</p> <p>4,388 8,118 52,656 97,416</p>	<p>BOTTOM / TOP</p> <p>4,505 8,235 54,060 98,820</p>	<p>BOTTOM / TOP</p> <p>4,595 8,400 55,140 100,800</p>	<p>BOTTOM / TOP</p> <p>4,733 8,652 56,796 103,824</p>	<p>BOTTOM / TOP</p> <p>4,828 8,825 57,936 105,900</p>	<p>BOTTOM / TOP</p> <p>4,973 9,090 59,676 109,080</p>	<p>BOTTOM / TOP</p> <p>5,072 9,272 60,864 111,264</p>
<p>PG #21</p> <p>ACCOUNTANT V</p>	<p>BOTTOM / TOP</p> <p>4,183 8,723 50,196 104,676</p>	<p>BOTTOM / TOP</p> <p>4,293 8,833 51,516 105,996</p>	<p>BOTTOM / TOP</p> <p>4,422 9,098 53,064 109,176</p>	<p>BOTTOM / TOP</p> <p>4,539 9,215 54,468 110,580</p>	<p>BOTTOM / TOP</p> <p>4,630 9,399 55,560 112,788</p>	<p>BOTTOM / TOP</p> <p>4,769 9,681 57,228 116,172</p>	<p>BOTTOM / TOP</p> <p>4,864 9,875 58,368 118,500</p>	<p>BOTTOM / TOP</p> <p>5,010 10,171 60,120 122,052</p>	<p>BOTTOM / TOP</p> <p>5,110 10,374 61,320 124,488</p>

(APPENDIX C – INTERMITTENT MODIFIED WAGE SCALE)

	FY24			FY25		FY26		FY27	
	<u>6/30/2023</u> SCALE	<u>7/1/2023</u> LUMP SUM	<u>1/1/2024</u> 3%	<u>7/1/2024</u> LUMP SUM	<u>1/1/2025</u> 2%	<u>7/1/2025</u> 3%	<u>1/1/2026</u> 2%	<u>7/1/2026</u> 3%	<u>1/1/2027</u> 2%
INT. COMPUTER MAILING MACH OPER INT. CORRESPONDENCE OPER I INT. DATA INPUT CONTROLLER INT. OPEARTIONS ASST.	BOTTOM / TOP 15.03 17.20	BOTTOM / TOP 15.70 19.29	BOTTOM / TOP 16.17 19.87	BOTTOM / TOP 16.89 20.59	BOTTOM / TOP 17.23 21.00	BOTTOM / TOP 17.75 21.63	BOTTOM / TOP 18.10 22.06	BOTTOM / TOP 18.64 22.72	BOTTOM / TOP 19.02 23.18
INT. TOUR GUIDE	BOTTOM / TOP 15.59 19.19	BOTTOM / TOP 16.26 19.86	BOTTOM / TOP 16.75 20.46	BOTTOM / TOP 17.47 21.18	BOTTOM / TOP 17.82 21.60	BOTTOM / TOP 18.35 22.25	BOTTOM / TOP 18.72 22.69	BOTTOM / TOP 19.28 23.37	BOTTOM / TOP 19.67 23.84
INT. PUBLIC SERVICE CLERK	BOTTOM / TOP 15.60 21.13	BOTTOM / TOP 16.27 21.80	BOTTOM / TOP 16.76 22.45	BOTTOM / TOP 17.48 23.17	BOTTOM / TOP 17.83 23.64	BOTTOM / TOP 18.36 24.35	BOTTOM / TOP 18.73 24.83	BOTTOM / TOP 19.29 25.58	BOTTOM / TOP 19.68 26.09
INT. CORR OPERATOR II INT. OPERATIONS ASSOCIATE INT. DATA INPUT ASSOCIATE INT. MICRO IMAGING TECH	BOTTOM / TOP 16.16 19.75	BOTTOM / TOP 16.83 20.42	BOTTOM / TOP 17.33 21.03	BOTTOM / TOP 18.05 21.75	BOTTOM / TOP 18.42 22.19	BOTTOM / TOP 18.97 22.85	BOTTOM / TOP 19.35 23.31	BOTTOM / TOP 19.93 24.01	BOTTOM / TOP 20.33 24.49
INT. ACCOUNT CLERK	BOTTOM / TOP 16.72 20.31	BOTTOM / TOP 17.39 20.98	BOTTOM / TOP 17.91 21.61	BOTTOM / TOP 18.63 22.33	BOTTOM / TOP 19.00 22.78	BOTTOM / TOP 19.57 23.46	BOTTOM / TOP 19.97 23.93	BOTTOM / TOP 20.56 24.65	BOTTOM / TOP 20.98 25.14
INT. MOTOR VEH REGULATIONS TECH I	BOTTOM / TOP 17.27 21.14	BOTTOM / TOP 17.94 21.81	BOTTOM / TOP 18.48 22.46	BOTTOM / TOP 19.20 23.18	BOTTOM / TOP 19.58 23.65	BOTTOM / TOP 20.17 24.36	BOTTOM / TOP 20.57 24.84	BOTTOM / TOP 21.19 25.59	BOTTOM / TOP 21.61 26.10
INT. MOTOR VEHICLE CASHIER	BOTTOM / TOP 17.71 23.50	BOTTOM / TOP 18.38 24.17	BOTTOM / TOP 18.93 24.90	BOTTOM / TOP 19.65 25.62	BOTTOM / TOP 20.04 26.13	BOTTOM / TOP 20.65 26.91	BOTTOM / TOP 21.06 27.45	BOTTOM / TOP 21.69 28.27	BOTTOM / TOP 22.12 28.84
INT. PUBLIC SERVICE REPRESENTATIVE	BOTTOM / TOP 19.61 25.40	BOTTOM / TOP 20.28 26.07	BOTTOM / TOP 20.89 26.85	BOTTOM / TOP 21.61 27.57	BOTTOM / TOP 22.04 28.12	BOTTOM / TOP 22.70 28.97	BOTTOM / TOP 23.16 29.55	BOTTOM / TOP 23.85 30.43	BOTTOM / TOP 24.33 31.04

APPENDIX D - EMPLOYEE DRESS CODE AND STANDARDS OF APPAREL

A. Policy Statement

The Office of the Illinois Secretary of State believes that personal appearance is an important aspect of the work environment requiring the balancing of the employees' desire for self-expression with the need to conform to a standard of professionalism. The Office of the Illinois Secretary of State allows reasonable self-expression through personal appearance, unless it conflicts with an employee's ability to perform their job professionally, effectively, and safely or is offensive or harassing to others. Employees are expected at all times to present a professional, businesslike image in the workplace and to the general public. Regardless of the job setting, all clothing and personal appearance should reflect this professional image. Personal appearance can cover items such as, but not limited to: tattoos, body piercings, hair, make-up, fingernails, jewelry, and clothing. Outrageous, provocative, or inappropriate dress or personal appearance will not be permitted. Management reserves the sole discretion to determine the appropriateness of the personal hygiene, hair, tattoos, piercings, and dress within the Office of the Illinois Secretary of State.

B. Personal Hygiene

Adequate personal hygiene must be maintained in the workplace. Precautions need to be taken by each employee to prevent unpleasant breath and/or odors. Each employee is expected to shower and/or bathe daily and to attend to their personal hygiene as part of their professional appearance. Hygiene problems may be caused by a variety of factors and the Secretary of State shall meet privately with an employee to address those issues. After discussing the issue, and if necessary, the Secretary of State will provide the employee with any paperwork including, but not limited to, the Family Medical Leave Act and/or the Americans with Disabilities Act.

C. Hair Styles and Hair Color

A neat haircut and hairstyle is important. Hair, including facial hair (beards, mustaches, sideburns), is expected to be well-groomed and clean to conform to business, professional and departmental standards. Wearing artificial hair is acceptable as long as it complies with this section. Any color, or multiple colors, of hair may be allowed. In any given situation and at its sole discretion, the Secretary of State will deem what is appropriate and professional for the workplace.

D. Piercings/Tattoos

All visible tattoos must be in good taste, not depicting logos, slogans, nudity, violence, or hate speech. Management reserves the sole discretion to require an employee to cover a tattoo that does not meet these qualifications or is otherwise in violation of this policy.

A small, single eyebrow piercing, nose piercings of no more than 1/16" in diameter, and any number of ear piercings are allowed. Gauges up to a size of 1/2 inch (12mm) are allowed. Torso body piercings with visible jewelry that can be seen through or under clothing are not to be worn during work hours, nor shall lip and tongue rings or studs.

E. Dress Attire

It is management's intent that the designated work attire should complement an employee's specific work environment in order to operate efficiently, orderly, safely, and professionally at all times. The Secretary of State defines below the

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appropriate dress attire during normal business hours for the various workplace areas of the Secretary of State. Employees will be categorized in one of the following: Professional Business Attire, Professional Relaxed Attire or Modified Casual Attire.

F. Professional Business Attire

Administrative staff, which includes Directors, Chief Deputies, Deputy Directors and staffs; Administrators and staff; Executive Office staff; Dealer Representatives; Attorneys; Senior Managers; Regional Managers; and field personnel that visit the public on a regular basis, must comply with **Professional Business Attire** as defined below:

- Shirts, dress slacks, dresses, skirts, blouses or sweaters, and where appropriate, jacket, tie and business suits, and appropriate footwear.
- Shoes and boots must be suitable for business attire. Soft-soled shoes not permitted.

G. Professional Relaxed Attire

Employees who work as facility personnel and office workers should follow basic requirements of safety and comfort, but should still be neat and businesslike as working conditions permit. These employees must comply with **Relaxed Professional Attire** as defined below: (When these employees are required to meet with the public, i.e. interviews, hearings, or scheduled meetings, they must comply with the Professional Business Attire.

- **Facility Personnel** - Slacks (including khakis), Capri pants, jeans (which are not white-washed, acid-washed or of similar nature, frayed, torn and which have no embroidery, patches or studs, and which are not of a low rise, no-rise or bib overall type), skirts, dresses, blouses, sweaters, shirts (including approved State logo fleece or zip up) collared shirts, polo shirts, short-sleeve cotton/knit collar-less shirts with logos no larger than 4” and no beer or alcohol logos or slogans), and appropriate footwear, etc., including gym shoes. Department issued name tags must be worn and visible by facility personnel at all times. Facility personnel may also have their name embroidered or imprinted on their blouse, shirt, sweater or fleece. Hats/caps (plain or with State logos only) are allowed for facility workers who are required to work outside when working outside.
- **Office Workers** - Slacks (including khakis), Capri pants, jeans (which are not white-washed, acid washed or of similar nature, frayed, torn, and which have no embroidery, patches or studs, and which are not of a low rise, no-rise or bib overall type), skirts, dresses, blouses, sweaters, shirts (including approved State logo fleece or zip up), collared shirts, polo shirts, short-sleeve cotton/knit collar-less shirts with logos no larger than 4” and no beer or alcohol logos or slogans), and appropriate footwear.

H. Modified Casual Attire

Employees who do not meet with the public and who work in non-public areas (for example, Transportation Specialists and Warehouse Laborers) should follow the **Modified Casual Attire**. As casual attire is appropriate, employees must still maintain a neat, clean appearance:

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- Jeans or denim clothing, khakis, shirts or solid colored T-shirts (no-logos or slogans larger than 4” and no beer or alcohol logos or slogans), and gym shoes or appropriate shoes. No torn jeans are allowed.

I. Revealing Dress Attire

Employees are not permitted to wear revealing attire, (i.e. low-cut blouses and exposed cleavage, clothing that is too tight, bare midriff blouses, hip-hugger pants, etc.). Tops must be long enough to cover back and midriff when arms are raised above one's head.

J. Examples of Prohibited Dress Attire

Unacceptable Items for all employees, includes but are not limited to the following:

- Spandex clothing, tops or bottoms
- Cropped blouses/shirts or low rise pants (midriff showing when arms are raised)
- Shorts
- Sheer or see-through blouses and shirts
- Jogging suits; sweat clothes, or exercises/athletic wear
- Miniskirts (no shorter than finger-tip length)
- Low cut tops that are too revealing
- Undershirts
- Flip-flops or foam, beach-type shoes, moccasins, slippers or soft-soled shoes
- Tank Tops, Halter Tops and tube tops, undershirt (worn as a T-shirt), camisole worn alone, backless/opened backed, low cut, sheer, see-through, strapless, spaghetti strap or bare shoulder tops, blouses or dresses
- Hats/caps in the office or facility, and hats and caps with beer or alcohol logos or slogans
- Clothing with beer or alcohol logos or slogans
- Provocative Attire
- Blue jeans or denim capri pants that are frayed, cut-off, patched or having holes
- Athletic wear; yoga, warm-up or yoga pants

K. Exceptions to the Dress Attire

The Secretary of State recognizes the positive effects in creating a more comfortable work environment by allowing employees to dress more casual during certain events or certain times of the week. At its sole discretion, the Office of the

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Secretary of State may allow employees to dress in a more casual fashion than normally required by policy. On these occasions, employees are still expected to present a neat and professional appearance in the workplace.

Management reserves the right to authorize variations or substitutions of the designated dress code policy as needed for medical, religious, or other extenuating circumstances. In these situations, employees are required to complete the Dress Code Exception Form found out ABE.