

AGREEMENT

by and between

**THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS**

and

ADMINISTRATIVE COUNCIL FOR LICENSED PRACTICAL NURSES

Effective September 3, 2006 through August 31, 2010

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AGREEMENT

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**THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS**

and

**ADMINISTRATIVE COUNCIL FOR LICENSED PRACTICAL NURSES
UNIVERSITY OF ILLINOIS MEDICAL CENTER**

Effective from September 3, 2006 to August 31, 2010 (inclusive). This Agreement made and entered into by and between The Board of Trustees of the University of Illinois, a public corporation (hereinafter referred to as Employer), and Administrative Council for Licensed Practical Nurses' Association of Illinois, Division 1 (hereinafter referred to as Council), in behalf of certain nonacademic employees of the Employer identified in ARTICLE III hereof.

ARTICLE I AUTHORIZATION AND PURPOSE

Section 1. Authorization.

This Agreement is authorized by of the Illinois Statute creating State Universities Civil Service System (110ILCS 70/36d), and pursuant to the Illinois Educational Labor Relations Act (115 ILCS 5/1 et seq.)

Section 2. Purpose.

- a) It is the intent and purpose of this Agreement to promote sound and mutually beneficial relationships between the Employer and the Council.
- b) Employer's supervisors and Council representatives are assigned a special responsibility for the faithful application of this Agreement. The Employer and the Council will each train their representatives in the terms and conditions of this Agreement and, particularly, in the use and procedures provided herein and in Policy and Rules for resolving employment questions. The

Employer and the Council are committed to the uninterrupted effective performance of the teaching, research and public service functions of the University.

ARTICLE II LIMITATIONS

Section 1. Limitations.

- a) This Agreement is subject to: (1) applicable Federal and State laws as they may be amended from time to time; (2) rules and regulations of State Universities Civil Service System as they may be amended from time to time; (3) rules and regulations of State Universities Retirement System as they may be amended from time to time; (4) the statutes and rules promulgated by The Board of Trustees of the University of Illinois as they exist as on the effective date of this Agreement; (5) provisions of Policy and Rules as they exist on the effective date of this Agreement, or as amended; each of which is incorporated herein by reference.
- b) In the event of conflict among any of the foregoing and any provision of this Agreement, the former shall prevail, except where a deviation from same is set out in express terms herein.
- c) Previous agreements and commitments by and between the Parties related to matters covered herein, which are not made of record herein, are agreed to be null and void as of the effective date of this Agreement and this Agreement represents the complete agreement between the Parties hereto and any amendments hereto must be reduced to writing and signed by the proper official(s) of each Party.

ARTICLE III NEGOTIATIONS AND EXCLUSIVE RECOGNITION

Section 1. Classes Represented.

Employer recognizes Council as the exclusive representative for a single negotiation unit consisting of employees in the following classes as defined or established by State Universities Civil Service System and employed by the Employer at the University of Illinois at Chicago.

LICENSED PRACTICAL NURSE II

This exclusive representation is for purposes of determining appropriate ranges of compensation or rates of compensation and other conditions of employment to be recommended to State Universities Civil Service System.

Section 2. New Classes and Recognition.

Employer agrees that if any new civil service class designations should be established for the same work presently being performed by those classes identified in Section 1 of this ARTICLE, said new classes will be treated as part of the single negotiation unit recognized by this Agreement.

Section 3. Equal Opportunity.

There will be no discrimination by either Council or Employer with respect to any applicant or candidate for employment or employee because of race, creed, color, national origin, religion, sex, age, disability, or status as disabled veteran or veteran of Vietnam era.

Section 4. Rights of Employer.

Council recognizes the right of Employer to manage its operations and to plan, direct, and control the policies and conditions of employment of its employees insofar as such policies are not inconsistent with the express provisions of this Agreement. Employer recognizes the interests of Council in any changes which materially affect the working conditions of those represented by Council, and will keep Council informed as to such changes.

Section 5. Protected Activity.

Each employee may make his/her own personal decision with respect to Council, or other employee organization membership, without intimidation or coercion. There will be no discrimination against any employee because of Council membership or because the employee is acting as representative of Council, or its members, or other nonacademic employees pursuant to the provisions of this Agreement or of Policy and Rules.

Section 6. Council Activity.

- a) Council and its members will not solicit membership or carry on representational activity with employees of Employer during working hours; provided, however, that an employee of Employer designated by Council to handle such matters may, with permission of his/her supervisor, leave his/her assigned work to investigate a grievance arising within this negotiation unit and to present matters as authorized in Policy and Rules.
- b) Upon approval by Employer the Council may have notices and bulletins posted upon bulletin boards at nursing stations. These notices and bulletins will be on official letterhead of the Council and signed by an officer of the Council. Notices and bulletins permitted to be posted are:
 1. Notices of Council's meetings,
 2. Notices of Council's elections, and
 3. Notices of Council's appointments and results of Council's elections;

and any others which the Employer's Office of Labor Relations, or its designee, may approve from time to time. One copy of such notices and/or bulletins, which the Council wishes to have posted, will be filed with the Employer's Office of Labor Relations.

- c) Depending upon needs of the Employer's operations the Chief Nursing Officer may grant some employees Leaves of Absence without pay for purposes of attending Licensed Practical Nurses' organizations' National, State and local conventions, provided such employees make written applications for their Leaves of Absence at least thirty (30) days before beginning of the monthly work schedule during which said conventions will occur. Officer delegates of Council will be given preference for leaves to attend the aforesaid conventions but permission to attend will be equitably rotated among other Licensed Practical Nurse employees.

Section 7. Notification of Recognition.

Employer will notify all new personnel hired to work in the classes covered by this Agreement that the Council is the authorized negotiating representative for those classes.

Section 8. Orientation.

Council members who are employed at the University of Illinois Hospital, and/or Clinics, will be permitted to make membership presentation to newly hired L.P.N.'s during Core Orientation. The presentation may be done prior to the scheduled Orientation class day, during the lunch break, or at the close of the Orientation meeting. The Council shall notify the Nursing Services of the name of the employee who is designated as their representative to be present and make the membership presentation. If this employee representative is scheduled for nursing duty during this Council membership presentation, the employee will be released from duty, without pay. The Council's designated representative, shall be provided advance notice of dates and times scheduled for the Core Orientation presentation and shall be notified of any changes in the schedule by the Nursing Services.

ARTICLE IV WAGES

Section 1. Method of Establishment of Wages.

Wages specified herein have been, and shall in the next subsequent Agreement be, established in negotiations by and between the Parties who shall determine and recommend to the State Universities Civil Service System, levels of compensation which take into account the rate of compensation generally paid for similar work in the locality in which the work is to be performed.

Section 2. Effective Date of Wages.

Wages established in the Agreement shall become and remain effective as specified in Appendixes "A" and "B" attached hereto and a part hereof, except as otherwise provided herein.

Section 3. Wages (Basic Straight Time).

- a) Basic straight time wages are hereby defined as those payable for work performed during the five (5) normally scheduled work days in a work week, but for not more than eight (8) hour's work during any one of the aforesaid five (5) days.
- b) Basic straight time wages are and shall be as set forth in Appendix "A", attached hereto and a part hereof.

Section 4. Wage Scales.

- a) Only the wages specified in the steps of a wage scale may be paid.
- b) Change in wage rate required by compliance with automatic progression scales will be made effective from the opening of business at the beginning of the pay period first following the anniversary date in class.
- c) Salary step placement at the time of employment or upon reassignment during probationary period only can include credit for previous experience up to twenty (20) years according to the following schedule - if such experience exceeds the minimum required for the position:

<u>Months Experience</u>	<u>Step Placement</u>
0-12 months	Step 1 on Appendix "A", "B"
13-24 months	Step 2 on Appendix "A", "B"
25-36 months	Step 3 on Appendix "A", "B"
37-48 months	Step 4 on Appendix "A", "B"
49-60 months	Step 5 on Appendix "A", "B"
61-72 months	Step 6 on Appendix "A", "B"
73-84 months	Step 7 on Appendix "A", "B"
85-96 months	Step 8 on Appendix "A", "B"
97-108 months	Step 9 on Appendix "A", "B"
109-120 months	Step 10 on Appendix "A", "B"
121-132 months	Step 11 on Appendix "A", "B"
133-144 months	Step 12 on Appendix "A", "B"
145-156 months	Step 13 on Appendix "A", "B"

- d) Supervisors may propose wages above the minimum specified in a wage scale (but always coinciding exactly with a wage listed in a Step). These may be paid after having obtained appropriate administrative approval.

- e) Employees who were new hires and/or were reclassified or promoted after November 23, 1988 will have their original date of hire restored for wage progression purposes.
- f) The condition described in (e) of this section is for longevity only.
- d) Time worked by bargaining unit members during the period commencing September 1, 1982 and ending August 31, 1983 and commencing August 28, 1994 and ending August 26, 1995 will not be counted towards completion of annual requirement for movement to the next highest periodic step.

Section 5. Wages (Overtime).

Employees covered by this Agreement shall be compensated at one and one-half (1 1/2) times their regular hourly rate (as defined by Federal law) for time worked in excess of eight (8) hours per day or forty (40) hours per week. Overtime wages shall be paid by check.

In cases where an employee works overtime, he/she may elect (by mutual agreement) to be paid by compensatory time (to the extent permitted by Policy and Rules) and receive the remainder of the overtime by check. Where applicable, compensation as specified in the section on Holidays of this ARTICLE may be paid in the same manner. Overtime may only be performed pursuant to explicit supervisory approval. Computation of compensatory time hours will be governed by Policy and Rules, Policy #7, Rule 7.08 "MAKE-UP TIME" which says in part...

"An employee worked a shift from 7:00 a.m. to 3:30 p.m. and was held over on the next shift from 3:30 p.m. to 11:30 p.m. and then took the regular shift off the next day for rest and compensatory time off purposes. The employee would be regarded as in-pay status service while on the time off from the regular shift for purposes of computing service credits and Vacation and Personal Leave accrual."

Section 6. Wages (Holiday).

In the event an employee, full-time or part-time, works his/her regular shift on a designated calendar holiday, the employee shall be paid at time and one-half (1 1/2) his/her basic straight time hourly rate of pay for each hour worked. Additionally, employees who work on a designated calendar holiday will receive holiday pay at his/her basic straight time hourly rate based on the percent status appointment unless the employee specifically requests an alternate day off with pay to be scheduled in the pay period of the holiday (but after the holiday) or the next pay period. Consistent with operating requirements the Employer will endeavor to honor said requests. If the request cannot be honored, the employee will receive the holiday pay in the paycheck for which the worked holiday is paid. (Deviation from Policy and Rules.)

- b) A nurse with a 90% or greater appointment who has fifteen (15) calendar years of service in a status bargaining position shall only be required to work a maximum of one (1) summer holiday (Memorial Day, Fourth of July, or Labor Day) and one (1) winter holiday (New Years Day, Thanksgiving Day, or Christmas Day).

Section 7. Wages (Premium Paid for Work During Scheduled Days Off).

Work performed during an employee's first and second scheduled days off in a work week shall be compensated at one and one-half (1 1/2) times their regular rate as defined by Federal law. (Deviation from Policy and Rules.)

Section 8. Wages (Call-back).

- a) Call-back is defined as an official assignment of work while on-call after the employee has departed the Employer's premises. For a nurse who is not "on-call" acceptance of a call-back is voluntary.
- b) Employees covered by this agreement who are called back and who report back upon Employer's premise at the time specified in the call-back shall have a minimum guarantee for four (4) hours pay or be paid for actual time worked, whichever is greater, at overtime with premium rates specified elsewhere herein applicable to the days and hours the call –back is obeyed or worked is performed.

Section 9. Wages (On-call).

Employees classified as Licensed Practical Nurse II, "on-call" and away from University of Illinois Hospital premises, but available by long range pager, shall be paid five dollars (\$5.00) for each hour of such "on-call" time. Time paid under this Section 9 shall not be used to compute hours worked in any workday or workweek.

Section 10. Wages (Shift Differential).

A shift differential of two dollars (\$2.00) per hour will be paid to employees covered herein who work a shift in which more than one-half (1/2) of their hours of work, in a work day, fall between 3:00 p.m. and 11:30 p.m., (Evening Shift) or a shift differential of three dollars (\$3.00) per hour will be paid to employees covered herein who work a shift in which more than one-half (1/2) of their hours of work, in a work day, fall between 11:00 p.m. to 7:00 a.m. (Night Shift).

Section 11. Wages (Weekend Differential).

Employees, in addition to his/her basic straight time hourly rate, will be compensated for all weekend hours worked, at the rate of four dollars (\$4.00) per hour. This is to be construed as weekend differential. Pay for weekend differential shall be paid at the rate of time and one-half (1 1/2) to employees in overtime status. (Deviation from Policy and Rules.)

Section 12. Floating Holidays.

- A. Employees covered by this agreement and employed as of July 1, shall be eligible for four (4) floating holidays during each fiscal year. These holidays will be administered and selected as set forth in the Executive Notice issued by the Chancellor of the University of Illinois at Chicago. Employees hired after July 1, shall be eligible for floating holidays per the following schedule during the first year of employment.

<u>Hire Date</u>	<u>No. of Floating Holidays</u>
July 1- September 30	4
October 1-December 31	3
January 1- March 31	2
April 1- June 30	1

Employees covered by this agreement may request their floating holidays at any time during the fiscal year. The request will be made in writing to the employee's supervisor and will be answered in writing within two weeks.

- B. In the event that the Medical Center's operating needs do not permit an employee to use all of their floating holidays in a fiscal year, the employee will be paid for the holidays they requested but were not granted. Employees are responsible for requesting their floating holidays in a timely manner, each quarter. An employee who fails to request a day off for a floating holiday during the fiscal year will not be eligible for payment for such floating holiday. Payment for floating holidays which were requested by the employee but could not be granted due to operating needs will be paid at the basic straight time rate for the employee's regular shift. Payment will be made at the end of the fiscal year.

(Deviation from Policy and Rules)

**ARTICLE V
BENEFITS**

Section 1. Policy.

Employee benefits (e.g., Leaves of Absence, Retirement Disability, Sick Leave, Holidays, Vacation and Personal Leave, Retirement, and Interinstitutional Reciprocity) will be as set forth in Policy and Rules. Benefits under the control of the Employer will not be diminished during the life of this Agreement or any extension thereof, and improvements in such benefits will be made applicable to employees covered by this Agreement on the same date that such improvements are made applicable to other employees of the Employer.

Section 2. Vacation Accrual

SCHEDULE (Deviation from Policy Rules)

Years of Service Completed	Rate Earned Per Hour of Pay Status Service (Exclusive of Overtime)	Approximate Leave Days Earned in One Year	
At Least	Not More Than		
0	2	0.0577	15
2	7	0.0808	20
7		0.0962	25

b) Vacation Preference.

- a) Consistent with the employers operating needs and in so far as practicable vacations will be granted as requested by the employee. An employee's request for vacation shall be in writing to their supervisor. The supervisor will answer in writing, within thirty (30) days. If the request is denied, the answer shall include the reason for the denial.
- b) Consistent with current practice and where vacation requests conflict and cannot be resolved by mutual agreement between the bargaining unit members involved preference shall be given to the bargaining unit member making the earlier requests. However, conflicting requests made on the same day, shall be resolved on the basis of bargaining unit seniority and operating needs. Bargaining unit members may not receive preference for the same vacation period for more than two (2) consecutive years.
- c) Vacations shall be scheduled on the employees regularly scheduled workdays. Employees will not be scheduled when returning from vacation to make-up weekend work, missed while on vacation.

Section 3. Sick Leave Accrual

Employees in a status appointment covered by this Agreement will accrue sick leave without limit at the rate of .0462 hours for each hour, exclusive of overtime, that she/he is in pay status.

Section 4. Sick Leave (Payment Regulations).

In order to receive payment of basic straight time wages during sick leave, the following conditions of eligibility must be satisfied:

- a) The employee must have Sick Leave accrued in his/her favor;

- b) In the event of Sick Leave usage as set forth in Policy and Rules, the employee shall notify the Department Head/Supervisor, or that person's designated representative if the Department Head/Supervisor is not available, before his/her scheduled time to start work that he/she will be absent due to sickness or injury except when excused from this requirement by the Department Head/Supervisor, and
- c) The Employer reserves the right to require evidence of sickness acceptable to it before allowing any sick benefits whatsoever.

Section 5. Educational Leave.

Subject to operating needs of Employer, and prior approval of its Chief Nursing Officer, the University will defray for not more than two persons (per fiscal year), travel expenses and per diem living expenses in amounts authorized by current State of Illinois Travel Regulations to - at - and from attendance at educational offerings by State or National Convention, and pay up to twenty-four (24) hours basic straight time wages for those hours actually spent in educational programs. "Educational programs" shall not include attendance at organizational or business sessions of N.F.L.P.N. or LPNAI or lunch period or lunch breaks.

Section 6. Educational and Professional Opportunities.

- a) Employees covered by this Agreement, who have completed their probationary period, will be granted paid time off for the purpose of attending continuing education programs directly related to the employee's specific area of employment subject to the conditions set forth in (b) of this Section 4. Paid conference time is noncumulative and will be granted during University of Illinois fiscal year in accordance with the following schedule:

<u>100% - 80% EMPLOYEES</u>		
<u>Length of Continuous Employment</u>	<u>Paid Conference Time</u>	
6 mos. - 12 mos.	1 day	
13 mos. - 24 mos.	2 days	
25 mos. or more	3 days	
<u>79% - 50% EMPLOYEES</u>		
<u>% of time Worked</u>	<u>Length of Continuous Employment</u>	<u>Paid Conference Time</u>
50% - 99%	6 mos. - 12 mos.	4 hours
50% - 99%	13 mos. - 24 mos.	1 day
50% - 79%	25 mos. or more	1 1/2 days

Employees who work less than 50% time will not be eligible for paid time off for educational and professional opportunities.

- b) All employees who qualify for this paid time off may take the time in increments of four (4) hours. That is, the time can be taken as one (1) eight (8) hour day, or two (2) four (4) hour days. The Licensed Practical Nurse is responsible for submitting the request for attendance on the approved form one (1) month prior to the program. Within five (5) days after receipt by the immediate supervisor, the LPN shall be given, in writing, his/her answer to the request for educational leave. The LPN is responsible for submitting a report of the program and for teaching the content to clinical division personnel. The employee's immediate supervisor is responsible for incorporating the content of the program into the nursing care, and for using the results of the evaluation to approve program attendance and follow-up activities to assess learning needs of staff. Nursing Services retains the right to deny the LPN's attendance if the program is unrelated to the nursing care of the patients of the employee's assigned work area, or if the absence of the employee would create unusual scheduling problems. In addition, in an emergency situation, the Employer shall have the right to cancel the leave. When a request for paid educational leave under this Section is denied, the requesting employee retains the right to receive the paid time upon the occasion of another request. It is understood that the Employer's rights of refusal are applicable to all requests.

The Employer is not required to bear the costs of the program attendance, including but not limited to: travel, registration, materials, fees, lodging and meals. Employer reserves the right to send employees covered by this Agreement to professional and educational meetings and workshops not provided for above, at its sole discretion.

- c) Nursing Services will provide at least two (2) Continuing Education Programs per year which offer contact hours. Nursing Services will facilitate Licensed Practical Nurse's attendance at these programs.

Section 7. Educational Reimbursement.

Subject to the approval of the employing unit, the employer will reimburse employees covered by this agreement for successful completion of education courses toward the attainment of an AA or BS in nursing at an accredited college or university up to an amount not to exceed two thousand dollars (2000) per year, prorated for part time employees.

To qualify for reimbursement, the employee must:

1. have completed his/her probationary period;
2. have a KRA rating of 3.0 or greater on his/her most recent evaluation
3. submit written request for reimbursement to Medical Center Administration; and
4. provide satisfactory evidence of successful completion of coursework

ARTICLE VI WORKING RULES AND CONDITIONS

Section 1. Shift, Workday and Workweek.

- a) The shift shall consist of eight and one-half (8 1/2) consecutive hours including one-half (1/2) hour of unpaid mealtime.
- b) The workday is a fixed and regularly recurring period of twenty-four (24) consecutive hours and begins at 12:01 a.m. each calendar day.
- c) The workweek is a fixed and regularly recurring period of 168 hours -seven (7) consecutive twenty-four (24) hour periods - and begins at 12:01 a.m., Sunday. The full time work schedule in the workweek shall consist of one (1) eight (8) hour shift during each of five (5) days and shall not exceed forty (40) hours of work.

Section 2. Shift Schedule.

- a) No change shall occur in an employee's regular work schedule to obviate overtime pay, premium pay or holiday work. However, it is understood that work forces may be reduced during holidays without changes of shifts.
- b) Since the needs of the Employer's operations require variation in staffing levels, and scheduled hours or shifts, the shift's startings and endings will conform to those requirements.
- c) All workers covered by this Collective Agreement must report on their jobs as required by the Employer's regulations and be ready to and begin their work at official times of their shift openings.
- d) Monthly work schedules of employees covered herein shall be posted two (2) weeks in advance of the beginning of the period covered by a schedule.
- e) Except in cases of employees voluntarily working weekends (Saturdays and Sundays), the Employer, through rotating shifts or other scheduling devices tending to preclude any employee having to work more than two out of three consecutive weekends, will adhere to the practice of formulating monthly work schedules in which no other employee covered herein will be required to work more than two out of three consecutive weekends, unless unforeseen situations preclude applying the practice enunciated above. Employees will be compensated for all weekend hours worked at the rate of four dollars (\$4.00) per hour in addition to the straight time hourly rate. This is to be construed as a weekend differential. For purposes of definition - the weekend begins at 7:01 a.m. Saturday and ends at 7:00 a.m. Monday.
- f) Employees covered herein shall be allowed a scheduled meal period of thirty (30) minutes without pay. With the concurrence of a majority of employees in a clinical unit or division, that unit or division may combine the fifteen (15) minute afternoon rest period with the thirty (30) minute lunch period to make a forty-five (45) minute lunch period.

Section 3. Reassignments.

All reassignments shall be made in accordance with Policy and Rules.

Section 4. Identification Badges.

Employees covered in this instrument may be required, while working or otherwise being upon the Employer's premises, to wear in the manner prescribed by the Employer, appropriate identification badges; such badges to be provided to the employees at no cost to them by the Employer.

Section 5. Job Postings.

- a) All bargaining unit positions approved for filling will be posted in designated areas for two (2) weeks prior to the position begin filled. No provision of this Agreement authorizes the Employer to create bargaining unit positions that are exempt from this Section.
- b) Nurses seeking a change in position may interview for posted positions. When an employee is accepted for transfer to another position or unit, the Employer will implement the change within six (6) weeks from the date of acceptance. A nurse who accepts a posted may be allowed, upon written request to their supervisor, to return to their former positions within ten (10) calendar days. If the former position is still available and if the unit supervisor agrees to the return.
- c) A current nurse covered by this Agreement shall have priority for vacant position over new hires, provided both are equally qualified.
- d) The Employer will provide the Council with copies of all Nursing Services posting.

Section 6. Float/Pull Policy.

- A) Except in the instances of internal or external disaster, the Employer agrees to the payment of a differential for floating (or pulling) unit based and Float Team LPNs. The float differential will be \$1.00 per hour and shall be payable whenever the following occurs: a unit based LPN is floated to another unit; a LPN in ambulatory care is floated from her/his primary center; or a Float Team LPN is floated to a second unit during her/his work shift. Unit based and ambulatory nurses shall be paid the differential only on the time he/she is floated to another unit (center). The Float Team LPN shall be paid the differential only during the time she/he is floated to a second unit (or any additional unit voluntarily floated to) during her/his work shift.
- B) Pulling/Floating of Unit Based LPN to Others unit
 - 1) A competency assessment of each status bargaining unit LPN will be completed annually. Each LPN may be "pulled" only within their respective clinical areas:
 - a. Adult
 - b. Pediatrics
 - c. Surgical Services

A nurse may volunteer to be pulled to units in other areas in which she/he is competent.

- C) In the event of operating conditions make it necessary to float or pull a LPN the following procedures shall apply :
 - 1. Agency Staff

2. Flex LPN
3. LPN working scheduled overtime
4. LPN working overtime from the previous shift
5. Status LPN working on the shift involved

Section 7. Community Based Health Centers.

Community-based Health Centers' Licensed Practical Nurses shall be paid one dollar (\$1.00) per hour differential in the case of urgent reassignment as defined by the employer. Urgent reassignment shall be defined as movement within a site, or from site to site, to cover urgent patient needs. The floating Licensed Practical Nurse shall be paid for the time floated to a second unit.

ARTICLE VII FLEXIBLE SCHEDULING PROGRAM

The purpose of this program is to increase work scheduling options of Licensed Practical Nurses and to provide viable staffing patterns. The program shall consist of twelve (12) hour/eight (8) hour flexible scheduling plan which will function as follows:

(a) 12-Hour/8-Hour Plan

- (i) The work shift shall consist of either twelve and one-half (12 1/2) consecutive hours including one one-half (1/2) hour of unpaid meal time, or eight and one-half (8 1/2) consecutive hours including one-half (1/2) hour of unpaid meal time.
- (ii) Depending on the scheduled work shift, overtime shall be paid for over eight (8) hours in a day, twelve (12) hours in a day, or for over forty (40) hours in a work period. (Deviation from Policy and Rules.)
- (iii) Benefits to be calculated on a maximum of forty (40) hours per work period.
- (iv) Seniority to be calculated on a maximum of forty (40) hours per work period.
- (v) Schedules shall not exceed three (3) twelve (12) hour days or two (2) twelve (12) hour days and two (2) eight (8) hour days in a work period.
- (vi) Minimum of two (2) days of rest in seven (7) unless otherwise requested by the employee and agreed to by the Employer.
- (vii) Employer will not be required to work more than four (4) consecutive days.

(viii) Employee to choose one (1) scheduling pattern from the following:

SCHEDULING PATTERNS

<u>%</u>	<u>Week 1</u>	<u>Week 2</u>
100%	12-12-8-8	12-12-8-8
90%	(a) 12-12-12 (b) 12-12-8	(a) 12-12-12 (b) 12-12-8-8
80%	12-12-8	12-12-8
70%	12-12-8	12-12
60%	12-12	12-12
50%	12-8	12-8

(ix) Consistent with the Employer's operating requirements nurses will receive a fifteen (15) minute rest period for each four (4) hours worked. The nurse may combine one (1) fifteen (15) minute rest period with the thirty (30) minute meal period to make a forty-five (45) minute meal period.

(b) Holidays

Holidays for employees who are on the flexible scheduling program will be as indicated in this Article.

Each employee shall be eligible for holiday time based on the percent status appointment. If work is required on the holiday each employee shall be paid time and one-half (1 1/2) for all hours worked on the holiday.

(c) Participation

Participation in the Flexible Scheduling Program will be on a voluntary basis. Selection of individual participants will be made on a fair and equitable basis with preference given to individuals with the greatest length of service on the unit. Flexible scheduling positions approved for filling will be posted in a designated area, by classification, on the participating unit(s) prior to the position being filled. The availability and the continuation of an individual flexible schedule pattern is subject to the operational needs of the unit.

Employees participating in the Flexible Scheduling Program must work exclusively the flexible scheduling plan contained herein.

The Department of Nursing shall notify the Council prior to changing plans on units, terminating plans, and extending flexible scheduling plan to other units. The type of plan will be listed for each unit.

**ARTICLE VIII
DISCIPLINE**

Reprimand, Suspension, Demotion and Discharge.

Whenever an employee covered by this Agreement is given a written warning or reprimand, or is suspended, demoted, or discharged, a copy of the notice of such action, unless otherwise requested in writing not to do so by the employee, will be given to the Council. Appeals from reprimand or suspension actions shall be in accordance with the grievance procedure outlined in Article IX, below. Appeals from demotion or discharge actions shall be in accordance with the rules and procedures established by the State Universities Civil Service System.

ARTICLE IX GRIEVANCE PROCEDURE

- a) Definition - Grievances include any dispute over the interpretation or application of this Agreement.
- b) This grievance procedure is the exclusive procedure for resolving above grievances except for discharge from a status position and demotion from a status position as provided in 110 ILCS 70/360 (State Universities Civil Service System). In addition, involuntary separation during the probationary period is subject to the grievance procedure except that such separation may not be appealed to arbitration. In considering any appeal of involuntary separation during the probationary period, the review will be limited to the question of whether the discharge has been discriminatory because of race, creed, color, sex, national origin, or has been otherwise inconsistent with the University's equal employment obligations and policies.
- c) Employees may have the formal grievance adjusted through Step 2 of this grievance procedure without intervention of the Council as long as the adjustment is not inconsistent with the terms of the Collective Bargaining Agreement then in effect, and provided that the Council has been given an opportunity to be present at such adjustment.
- d) Extension - Any time limit established in the grievance procedure may be extended by mutual agreement of the parties.
- e) Payment for Time - Time spent in handling grievances by an employee or his/her representative, if the representative is a University employee, shall be with full pay at the basic straight time wage or salary rate only for time spent during the regular workday or shift. Paid time will not be allowed for time spent in grievance handling outside the regular shift. In no case, however, shall any employee leave his/her post of duty without the knowledge of and permission from his/her designated supervisor, which permission shall normally be given, subject to emergency exceptions.

- f) Grievance Procedure - Grievances advanced by or on behalf of an employee covered by this Agreement shall be heard and reviewed in accordance with the procedures outlined below. Grievances advanced on behalf of a substantial number of employees may be initiated at Step 2.

Supervisor and Employee Informal Step

An employee who has a grievance shall discuss the grievance with his/her designated Director/Supervisor within five (5) working days of the event in an effort to settle the same. An employee may do this personally or with a council representative. The Director/Supervisor or the Council may request additional participants to act as resource personnel but shall not relieve the designated Director/Supervisor and the employee from the responsibility of resolving the problem.

Step 1

The above procedure, if followed in good faith by both parties, should lead to a fair and prompt solution of most of the daily employer-employee problems. However, if a grievance is not satisfactorily resolved it may be reduced to writing and filed within thirty (30) calendar days after the occurrence leading to the grievance or within thirty (30) calendar days after the employee was able to determine that the occurrence affected him/her.

To be considered formally a grievance must be in written form, signed by the employee(s) or representative and forwarded to the Chief Nursing Officer and a copy to the employee's designated supervisor. The written grievance must contain the facts of the case, the section(s) of the Contract alleged to have been violated, a report of the efforts to settle informally, and the relief sought. This time limit: (a) does not include time spent in efforts to resolve a complaint informally; (b) does not apply to requests for position classification review as provided in Policy and Rules.

Step 2

The Chief Nursing Officer or designee shall consider and answer the grievance in writing not later than ten (10) workdays following the date upon which it was formally presented. If the Chief Nursing Officer or designee fails to answer within these ten (10) workdays, or if the Chief Nursing Officer or designee answer does not resolve the grievance acceptably to the employee, he/she may appeal to the Chancellor provided that the appeal is filed in writing within seven (7) workdays after the Chief Nursing Officer's answer is received or due. Any decision by the Chief Nursing Officer or designee that is not appealed within seven (7) workdays after it is received shall be considered binding on the employee, the Employer and the Council.

Step 3

Upon receipt of an appeal the Chancellor or an official designated to act for him/her shall offer a fair hearing to the employee/Council; shall conduct an investigation that he/she feels is needed and shall issue a written decision on the grievance within twenty (20) calendar days after receipt of the appeal.

If the Chancellor fails to issue a decision, or if his/her decision is unacceptable to the grievant, the grievance may be appealed to the Director of Human Relations and Equal Opportunity in the Office of the President, provided that the appeal is in writing and sent within seven (7) workdays after such a decision is received or due, whichever occurs first. If the decision is not appealed within seven (7) workdays after it is received or due, whichever occurs first, it shall be considered binding on the employee, the Employer and the Council. The Chancellor shall send his/her written answer to the Council and to the affected employee.

Step 4

If the matter is not resolved in Step 3 or an answer is not given by the Chancellor within the specified time limits, the Council may appeal the grievance to the Director of Human Relations and Equal Opportunity in the Office of the President.

Upon receipt of an appeal the Director of Human Relations and Equal Opportunity or his/her designee will make a complete and thorough review of the written record of the grievance, request any additional information or conduct any further investigation he/she feels necessary. If the Director of Human Relations and Equal Opportunity believes that the written information provides adequate documentation of the grievance, he/she shall so notify the Council. The Council may request a hearing. If the Director of Human Relations and Equal Opportunity denies the request for a hearing, the Council may immediately proceed to Step 5 of this procedure. If the Council does not request a hearing (or waives the hearing), the written decision shall be issued within thirty (30) calendar days after receipt of the appeal. If a hearing is held the written decision shall be made within thirty (30) calendar days after receipt of the appeal.

Grievances appealed to the Director of Human Relations and Equal Opportunity will be evaluated by the Director of Human Relations and Equal Opportunity or his/her designee in its entirety from the first level of appeal and will not be restricted to only those issues whereby agreement was not reached at the Department Head or Chancellor's step.

Any hearing conducted by the Director of Human Relations and Equal Opportunity or his/her designee will follow informal procedures to insure the parties a full opportunity to be heard.

If the decision of the Director of Human Relations and Equal Opportunity or his/her designee does not resolve the grievance acceptably, the Council may request that the grievance be moved to arbitration, provided the request for arbitration is made within ten (10) calendar days after receipt of the decision at the Associate Vice President for Administration and Human Resources level. If the

decision is not appealed to arbitration within said ten (10) calendar days it shall be considered binding on the employee, the Employer and the Council.

Step 5

The appeal to arbitration shall be initiated by filing with the Associate Vice President for Administration and Human Resources a request for arbitration stating the issue to be arbitrated and designating one (1) member of the Arbitration Board. The Associate Vice President for Administration and Human Resources shall designate a second member of the Arbitration Board who shall be acceptable to the appropriate Chancellor. These two (2) members shall endeavor to agree on a third member who shall act as Chairperson of the Board. In the event they cannot agree upon a Chairperson within five (5) calendar days after their designation, the Associate Vice President for Administration and Human Resources, or his/her designee, and the person requesting arbitration shall jointly request the Director of Arbitration Services of the Federal Mediation and Conciliation Service to send a list of five (5) arbitrators. One such panel may be rejected by either party in which event a request will be made for a second (2nd) panel. Within ten (10) workdays of the receipt of such a list the Associate Vice President for Administration and Human Resources, or his/her designee, and the person requesting arbitration, shall select a Chairperson for the Arbitration Board by alternately striking names from the list, with the Associate Vice President for Administration and Human Resources, or his/her designee, striking the first name. The last remaining name shall be the Chairperson. If, for any reason, the person thus selected is unavailable, the procedure shall be repeated. If necessary a new list shall be requested. The Arbitration Board shall interpret this Contract only (including examples of past practice) and shall have no authority to add to, delete from or modify the terms of this Agreement, and the decision of the Arbitration Board shall be final and binding upon the employee, the Employer and the Council.

Arbitration Costs

Costs of the arbitration, including the fee of the Chairperson, shall be equally divided between the person requesting arbitration and the Employer, except that each party will be responsible for any expense - (1) incurred in the preparation and presentation of its own case; (2) for the salary and expenses of its own arbitrator, and (3) for any transcript it may order.

This entire Article IX represents a deviation from Policy and Rules.

**ARTICLE X
NO STRIKE OR LOCKOUT**

Section 1. No Strike.

During the terms of this Agreement there shall be no strikes, work stoppages or slowdowns, or any other form of concerted interference with job performance. No officer or representative of the Union shall authorize, institute, instigate, aid or condone any such activities.

Section 2. Discipline.

The Employer has the right to discipline, up to and including discharge, its employees for violating the provisions of this ARTICLE.

Section 3. No Lockout.

No lockout of employees shall be instituted by the Employer or their representative during the term of this Agreement.

**ARTICLE XI
SENIORITY**

Section 1. Service and Seniority.

Service and seniority are governed by rules and regulations of the State Universities Civil Service System and by the provisions of Policy and Rules.

Section 2.

- a) After completion of the probationary period the status employee's seniority shall date from the beginning of the probationary period. Seniority is accumulated on the basis of hours in pay status, exclusive of overtime. Seniority once earned in a classification is retained during any period of continuous employment.
- b) The Employer will maintain a public and current seniority list which includes the names of all status employees in each class in order of their seniority. The Employer will provide copies of rosters to Council by class and lesser units, if any, showing each employee's seniority.
- c) A layoff is defined as a separation from employment in a status position as a result of the elimination of a status position when there is no vacancy in the job classification to which an affected employee may be reassigned. As soon as the Employer knows layoff(s) are to occur, the

Employer will provide the affected employee(s) and the Council with written notice of not less than thirty (30) calendar days in advance of the layoff.

- d) An employee continues to accrue seniority during layoff not to exceed thirty (30) workdays.
- e) At the time of separation seniority shall be accrued only through the period of actual service to the Employer. Payment for earned vacation time shall not be included in the seniority computation.
- f) If a retired employee is reemployed within sixty (60) days of retirement, seniority earned up to the effective date of retirement shall be restored.
- g) Any reduction in the size of the work force will be accomplished to the extent feasible by attrition. Employees shall be laid off in reverse order of seniority.

ARTICLE XII CONSULTATION

Section 1. Methods and Procedures.

- a) The Administrative Council for Licensed Practical Nurses shall meet with the Chief Nursing Officer and his/her appointed representatives from Nursing Services on a regular basis (but not more often than once a month save in unforeseen situations) and consult for the purpose of improving nursing care through implementation of standards of Nursing Practice. Meetings shall not be conducted unless a simple majority of the Council is present and an agenda for each meeting is submitted, in writing, by the Committee or the Chief Nursing Officer, a minimum of two (2) working days in advance of each scheduled meeting. The Committee and the Chief Nursing Officer may have present, and make use of resource persons in the meetings. The Committee will assist Nursing Services in the analysis of existing situations, policies, procedures and practice. The Chief Nursing Officer and the Committee will develop methods and procedures for frequency and time of meetings, agenda, calling of unscheduled meetings, minutes, and reports, coordination with administrative structure, and such other matters as will promote the effectiveness of the consultative process and the efficient use of time devoted to it.
- b) Employer will endeavor to provide notice of, and opportunity for consultation about changes significantly affecting employee's work; including changes in patient care patterns, supportive environment, opening and closing units, staffings, shifting, function and utilization of personnel. Such notice and consultation may occur during the meetings with the Chief Nursing Officer, provided for in (a) above or directly to designated Association representatives whose names shall be given Employer by the Association in different employment areas of University of Illinois Hospital. The purpose of this notice and consultation is better to enable employees to cope with the effects of such changes and to enable Employer to benefit from knowledge of the needs and views of employees in affected areas.

- c) Nursing Services will continue the use of LPN's to administer medications and prepare qualified Practical Nurses to administer medications in clinical units evidencing the need of such service to augment quality patient care. In the event that Nursing Services is no longer, for any reason, charged by the University with the responsibility of administering medications in any service, clinical unit, ward, department or activity of the University, this provision will become null and void, as to that service, clinical unit, ward, department or activity.
- d) Nursing Services will furnish Council copies of accessions to nursing when prepared, routinely, for use in departments and Labor Relations Section will, upon receipt, furnish Council with copies of terminations.

**ARTICLE XIII
SEPARABILITY**

Should any provision of this Agreement be ruled illegal or invalid by Statute or by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect for its duration.

**ARTICLE XIV
PERIOD COVERED, MUTUALLY AGREED TO
CONTRACT EXTENSION, AND
COMMENCEMENT OF NEGOTIATIONS**

Section 1. Period Covered.

This Agreement shall become effective at the start of the first shift beginning after 12:01 a.m. September 3, 2006 and remain in full force and effect through the completion of the last shift beginning prior to 12:00 p.m. (midnight), August 31, 2010. This Agreement shall automatically be renewed thereafter from year to year unless either Party notifies the other, in writing, at least ninety (90) days prior to its expiration date of a desire to modify or terminate it, in which event negotiations will be undertaken no later than thirty (30) days thereafter without undue delay.

Section 2. Wage Reopeners.

Notwithstanding anything stated in Section 1 of this ARTICLE XIV, the Council may reopen this Agreement for the sole purpose of negotiating hourly rates of pay, wage progression schedule

including continuation of anniversary wage increases, for the period to be effective no earlier than August 30, 2008, and also the period to be effective no earlier than September 6, 2009. If the Council so desires to reopen this Agreement, it shall notify the Employer, in writing, at least sixty (60) days prior to August 30, 2008 and at least sixty (60) days prior to September 6, 2009, of its desire to do so. Upon receipt of such written notice(s) by the Employer, negotiations shall commence without undue delay. If agreement is not reached in the foregoing hourly rates of pay negotiations, the provisions of ARTICLE XIV to the contrary notwithstanding, the Council retains all of its lawful rights as set forth in the Illinois Educational Labor Relations Act, including the rights set forth in 115 ILCS 5/13 of said Act.

Section 3. Mutually Agreed to Contract Extension

Notwithstanding the provisions of Section 1 of this ARTICLE, the parties may mutually agree to extend the duration of this Agreement through Collective Bargaining.

Section 4. Commencement of Negotiations.

The Party giving notice of a desire to modify the Agreement as provided for in Section 1 above, shall commence negotiations by submitting, in writing, a detailed list of the modifications or changes desired. The Party receiving said notice may propose additional changes in the Agreement, in writing.

IN WITNESS WHEREOF, the Parties hereto have hereunto affixed their hands on
this _____ day of _____, 2007.

ADMINISTRATIVE COUNCIL FOR
LICENSED PRACTICAL NURSES
UNIVERSITY OF ILLINOIS HOSPITAL

THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS

President

BY: _____
Comptroller

ATTEST: _____
Secretary

APPROVED: _____
Associate Vice President for
Planning and Budget

Vice Chancellor for Human Resources

CEO, Healthcare Systems

Chief Negotiator

APPROVED AS TO LEGAL FORM:

University Counsel (date)