

AGREEMENT

by and between

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

and

**ILLINOIS NURSES ASSOCIATION
105 WEST ADAMS STREET, SUITE 2101
CHICAGO, ILLINOIS 60603**

Effective August 28, 2005 through August 23, 2008

**AGREEMENT BY AND BETWEEN THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS AND ILLINOIS NURSES' ASSOCIATION**

<u>CONTENTS</u>	<u>Page</u>
ARTICLE I AUTHORIZATION AND PURPOSE	1
ARTICLE II LIMITATIONS.....	2
ARTICLE III NEGOTIATIONS AND EXCLUSIVE RECOGNITION.....	2
ARTICLE IV WAGES	6
ARTICLE V BENEFITS.....	16
ARTICLE VI WORK RULES AND CONDITIONS.....	23
ARTICLE VII MAINTAINING AND FILLING BARGAINING UNIT POSITIONS.....	31
ARTICLE VIII DISCIPLINE AND GRIEVANCE PROCEDURE	32
ARTICLE IX LABOR - MANAGEMENT CONFERENCES	38
ARTICLE X NO STRIKE OR LOCKOUT	38
ARTICLE XI SENIORITY	39
ARTICLE XII PROFESSIONAL STANDARDS AND PERFORMANCE.....	43
ARTICLE XIII IN-HOUSE REGISTRY	52
ARTICLE XIV FLEXIBLE SCHEDULING PROGRAM	57
ARTICLE XV DUES DEDUCTION AND FAIR SHARE.....	61
ARTICLE XVI HEALTH CARE UTILIZATION REVIEW COORDINATOR II	63
ARTICLE XVII SEPARABILITY ARTICLE.....	63
ARTICLE XVIII PERIOD COVERED, MUTUALLY AGREED CONTRACT EXTENSION AND COMMENCEMENT OF NEGOTIATIONS	63
APPENDIX "A"	A-1 – A-15

AGREEMENT

by and between

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

and

ILLINOIS NURSES ASSOCIATION

Effective from August 28, 2005 to August 23, 2008 (inclusive), this Agreement is 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 the Illinois Nurses Association (hereinafter referred to as Association), 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 the Illinois Statutes creating State Universities Civil Service System (110 ILCS 70/36d) and 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 Association. These relationships should provide opportunity to develop and implement standards of nursing practice resulting in improved patient care. Such relationships include the recognition that employees covered herein have responsibilities in their practice, both to the Employer and to the patients, to base actions and decisions on sound professional judgment and adherence to the Code and Standards of their profession.
- b) The Employer's supervisors and the Association's representatives are assigned a special responsibility for the faithful application of this Agreement. The Employer and the Association will each train these representatives in terms and conditions of this Agreement, and particularly, in the use of the procedures provided herein and in Policy and Rules for resolving employment questions.

The Employer and the Association 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 on the effective date of this Agreement; (5) provisions of Policy and Rules as they exist on the effective date of this Agreement; each of which is incorporated herein by reference. A copy of any Amendment under (2), (3), (4), and (5) as stated above shall be sent to the Association as soon as the Employer receives notice thereof.
- b) In the event of conflict among any of the foregoing and any provisions of this Agreement, the former shall prevail, except where a deviation from the 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 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. The Employer agrees that during the period of this Agreement it shall not unilaterally change any currently applied policies and practices relating to hours, wages, and conditions of employment not addressed in this Contract which affect the members of the Bargaining Unit without prior notification to and negotiations with the Association.

ARTICLE III NEGOTIATIONS AND EXCLUSIVE RECOGNITION

Section 1. Classes Represented.

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

Staff Nurse I
Staff Nurse II
Administrative Nurse I
Health Care Utilization Review Coordinator 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 the State Universities Civil Service System.

Section 2. University of Illinois Medical Center at Chicago Clinics.

For the term of the collective bargaining agreement, University of Illinois Medical Center at Chicago agrees to maintain the clinics as part of University of Illinois Medical Center at Chicago, and employees working for the clinics shall continue to be employees of the University of Illinois Medical Center at Chicago and covered by the current bargaining agreement.

Section 3. New Classes and Recognition.

Employer agrees that if any new civil service 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 4. Equal Opportunity.

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

Section 5. Employer Rights.

The Association recognizes the right of the Employer to manage its operations, including such areas of discretion or policy as the functions of the Employer, standards of services, its overall budget, the organizational structure and selection of new employees and direction of employees insofar as such discretion or policies are not inconsistent with the express provisions of this Agreement.

Section 6. Association Rights.

The Employer recognizes the interests of the Association and the obligation of the Employer to bargain collectively with the Association with regard to policy matters directly affecting wages, hours and terms and conditions of employment, as well as the impact thereon to

the extent provided by law, and any matter concerning wages, hours or conditions of employment about which the Association and the Employer have bargained for and agreed to in collective bargaining agreements prior to January 1, 1984, to the extent provided by law; and the Employer will notify the Association of any contemplated changes in such matters and bargain collectively regarding proposed changes. (Deviation from Policy and Rules).

Section 7. Protected Activity.

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

Section 8. Association Activity.

- a) The Association 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 Association 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. Association members who are employed at the University of Illinois will be permitted to make a membership presentation at the close of either the morning or afternoon session on any one (1) day during the core orientation for newly hired RNs. The Association shall notify Nursing Services of the names of the employees who are designated as their representatives. If these employee representatives are scheduled for nursing duty during this Association membership presentation, the employees will be released from duty, without pay. The Association's designated representatives shall be provided advance notice of dates and time scheduled for the core orientation presentation, and shall be notified of any changes in the schedule by Nursing Services.
- b) The Chief Nursing Officer shall grant employees Leaves of Absence without pay for the purpose of attending the Association's conventions, provided employees make written application for such Leaves of Absence and the Employer's operating requirements can accommodate the request. Permission to attend will be equitably rotated among Registered Nurse employees, except that elected delegates to the Association Convention will be given preference for such leaves.
- c) Upon approval by Employer, the Association may have notices and bulletins posted upon bulletin boards at nursing stations signed by an officer of the Association. Notices and bulletins permitted to be posted are:

1. Notices of Association meetings,
 2. Notices of Association elections, and
 3. Notices of Association appointments and results of Association 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 Association wishes to have posted, will be filed with the Employer's Office of Labor Relations.
- d) The Employer shall permit Association representatives to visit University of Illinois Medical Center at Chicago premises at all reasonable times to ascertain whether or not this Agreement is being observed and to assist in adjusting grievances. Such Association representatives shall advise the Employer's Labor Relations Officer of such visits before or at the time of entering said premises.
- e) The Employer agrees to make meeting rooms available for Association members to meet during reasonable periods prior to and subsequent to negotiations to discuss matters relating to negotiations, provided reasonable notice is given and rooms are available.

Section 9. Notification of Recognition.

Employer will notify all new personnel hired to work in the classes covered by this Agreement that the Association is the authorized negotiating representative for those classes at the place of employment described in Article III. All bargaining unit employees shall receive a copy of the Agreement. The Association will provide each employee with the negotiated portion of the Agreement, and the Employer will provide each employee with a copy of the Policy and Rules portion of the Agreement upon request to the Human Resource Office.

Section 10. Successorship.

In the event of any sale, purchase, merger or other transaction affecting ownership of the University of Illinois Medical Center at Chicago, including its clinics, or business or assets of same, the University agrees to make known the existence of this Agreement and its terms and conditions to the other party to any such transaction prior to said transaction. Such notice shall be in writing with a copy to the Association. The Employer shall make it a condition of sale or transfer that any successor employer in which there is a substantial continuity in the identity in the business enterprise shall recognize the Association as the continued representative of the employees represented under this contract. Further, any such successor employer and the Association shall as soon as possible upon completion of the transaction meet and confer in good faith to negotiate the terms and conditions of employment for the employees represented under this contract.

Section 11. Information.

The Employer will supply the Association with the following information delivered by common carrier:

- a) During each March and October, the “rank class” list of bargaining unit members showing name and current classification.
- b) Once each month, a notification of all new hires and all terminations.
- c) A standard seniority list of all bargaining unit members and a bargaining unit seniority list in March and October each year, or upon request of the Association, when layoffs/displacements are contemplated.

Section 12. Bargaining Unit Negotiation Team.

Nine (9) bargaining unit negotiation team members will be scheduled in pay status for eight (8) hours for the first fifteen (15) sessions of negotiations for a successor agreement. After fifteen (15) sessions, bargaining unit negotiation team members will be paid according to Rule 15.05 of the University Policy and Rules. The fifteen (15) sessions may be extended by mutual agreement.

For the limited purpose of covering the shifts of the negotiating team, preassignment of extra straight time, float, flex and agency will be permitted. These hours will only be available for employees in overtime status when the above listed categories are not available.

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.

Effective August 28, 2005, the salary schedules shall be revised as specified in Appendix “A.” The salary schedules as specified in Appendix “A” shall be increased by three percent (3%), effective August 27, 2006. The salary schedules as specified in Appendix “A” shall be increased by three percent (3%) effective August 26, 2007.

Section 3. (Wages) Basic Straight Time.

Basic straight time hourly wages are hereby defined as those payable for work performed during the five (5) normally scheduled workdays in a workweek, but for not more than eight (8) hours' work during any one of the aforesaid five (5) days.

Section 4. Wage Scales.

Wages of Staff Nurse I, II and Administrative Nurse I are governed by the following conditions:

- a) In terms of dollar amount, only the annual or hourly wages specified in the steps of the applicable wage scales may be paid. Any wage not specified and listed in the aforementioned wage scales may not be paid.
- b) In terms of salary steps, wage rates specified in the steps of the wage scales are minimal which may be paid at the periods of service specified in the scales.
- c) The department agrees that criteria for granting higher compensation for experience is hereby established by the following:
 - 1) New graduate nurses will be placed on Step A and will, upon completion of their probationary period, advance to Step B and will, upon their one year anniversary, advance to Step C.
 - 2) With the exception of new graduate nurses discussed above, salary step placement for new hires at the time of employment or upon reassignment during probationary period only can include credit for previous experience according to the following schedule - if such experience exceeds the minimum required for the position.

<u>Months Experience</u>	<u>Step Placement</u>
Less than 24 months experience	Step B
24-47 months experience	Step C
48-59 months experience	Step D
60-71 months experience	Step E
72-95 months experience	Step F
96-119 months experience	Step G
120-143 months experience	Step H
144-155 months experience	Step I
156-167 months experience	Step J
More than 167 months experience	Step K

No nurse will be brought in at a step different than those set forth above unless specifically approved by the Chief Nursing Officer or his/her designee.

- d) Current employees will be advanced to the next higher step of the scale upon completion of one (1) year of service in his/her classification (i.e., the employee's anniversary date). Employees who have reached Step N may not advance to Step O until after four (4) years or upon reaching twenty (20) years of RN work experience on his/her next anniversary date, whichever is sooner.
- e) Supervisors may propose, as the result of employee requests or for other good and valid reasons, wage steps above an incumbent's in-pay service step specified in the wage scales which may be paid upon approval by the University's Chief Nursing Officer and always provided Nursing Services has funds to defray costs of the increases recommended for the remainder of the fiscal year in which the increase is effective. In no event may an employee be paid a wage other than that stated in a wage step in Appendix "A" except as provided specifically herein.
- f) Employees hired after July 22, 1980 must possess a Baccalaureate Degree with a major in nursing to be eligible for the Baccalaureate Degree rate of pay.
- g) Upon completion of a Baccalaureate Degree with a major in nursing the incumbent's salary shall be paid at the same step in the Bachelor's Degree scale as the employee is currently paid. The incumbent's anniversary date shall remain the same.
- h) All steps in wage scales for incumbents will be increased as specified in Appendix "A" Masters Degree Differential, if the incumbents possess a Masters Degree in any field of study beneficial to the needs of Nursing Services, or a Nursing Doctorate (ND).
- i) Upon completion of a Master's Degree in any field of study approved as beneficial to the needs of Nursing Services the incumbent's salary shall be paid at the same step in the Masters Degree scale as the employee is currently paid. The incumbent's anniversary date shall remain the same.
- j) Employees not eligible for the Baccalaureate or Masters Degree Differential will be hired at a rate for the Diploma salary range.
- k) Promotion.
 - 1) Upon promotion, an employee shall be advanced to the lowest step in the new salary scale which provides the equivalent of at least a full step increase in the former scale. The increase for an employee whose salary

before promotion is at the maximum of a scale shall be the percentage difference between the last two (2) periodic steps in the lower scale adjusted to the closest step in the new scale above that amount. In any event, the employee must be paid at least the minimum in the new scale. Under no circumstances, however, shall the employee's salary be placed above the maximum for the class to which promoted.

- 2) In the event of a promotion, the anniversary date (for salary longevity purposes) shall be the effective date of the promotion to the new class.
- 3) In the event of a reallocation or reclassification of a position which results in a promotion as referred to in (1) above, the anniversary date (for salary longevity purposes) shall be the effective date of the reallocation or reclassification to the new class.

l) Voluntary Demotion.

- 1) Upon the voluntary demotion of an employee to a position in the class having a lower salary scale than the class from which the demotion was made, the employee's base salary will be reduced to the highest step rate of the lower salary scale which provides the base salary nearest in the amount, but not more than the base salary before demotion.
- 2) In the event of a voluntary demotion as referred to above, the anniversary date (for salary longevity purposes) shall be the date of demotion unless said date would result in the employee suffering no anniversary step increase for more than eighteen (18) months. In such event the anniversary date shall continue to be the anniversary date held by the employee in the class from which the employee is demoted.
- 3) However, in the event of a voluntary demotion during the probationary period of a promotion to a new class, that employee will have his/her salary reduced to the step in the salary scale for the lower class which represents the salary the employee would have attained had he/she not been promoted. In such event the new anniversary date shall become the anniversary date held by the employee in the class from which he/she was originally promoted.

m) Involuntary Demotion.

- 1) Upon the involuntary demotion of an employee to a position in a class having a lower salary scale than the class from which the demotion was made, the employee's base salary will be reduced to the highest step rate of the lower salary scale which provides the base salary nearest in the

amount, but not more than the base salary before demotion. The employee's new anniversary date shall be the date of demotion.

- 2) However, in the event of an involuntary demotion during the probationary period of a promotion to a new class, that employee will have his/her salary reduced to the step in the salary scale for the lower class which represents the salary the employee would have attained had he/she not been promoted. In such event the new anniversary date shall become the anniversary date held by the employee in the class from which he/she was originally promoted.
- n) A former status employee who is rehired to a status position in the same classification within six (6) months of separation from University employment shall be rehired according to Civil Service Rule 250.60k(6) and will be placed at the same salary step held prior to separation. The date of rehire will be the employee's anniversary date.

Section 5. Wages (Overtime).

Employees covered by this Agreement shall be compensated at one and one-half (1½) times the regular hourly rate (as defined by federal law) for their classification for time worked in excess of eight (8) hours per day (except as provided in Articles XIII, XIV and XVI) or forty (40) hours per week. Overtime wages shall be paid by check or by compensatory time off, at one and one-half (1½) times hours of overtime worked. Overtime wages shall be paid by check unless the employee has notified her/his supervisor, on a form provided by the Employer, of her/his designation to be paid by compensatory time. Such designation may only be changed once every six (6) months, except by mutual agreement. (Deviation from Policy and Rules.) Accumulated compensatory time may be utilized in accordance with rules governing the use of vacation (Article V Section 5). An employee may not accumulate more compensatory time than twice the number of hours in his/her weekly work schedule. In cases where an employee works overtime, he/she may elect (by mutual agreement) to be paid in part by compensatory time and receive the remainder of the overtime by check. Where applicable compensation as specified in Section 7 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...

"For example, a Nurse 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 Nurse 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 (Holidays).

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 time and one-half (1½) 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.)

Section 7. Wages (On-Call).

- a) Employees on-call, and confined to the University of Illinois Medical Center at Chicago premises, shall be considered as working and be paid either their basic straight time wage rate or their overtime premium (time-and-one-half their regular hourly rate), whichever is applicable. An employee on-call may elect to remain on the premises after completion of a call-back at the on-call rate of pay provided in subsection (b), if there is no evidence that there will be another call-back, when weather conditions are poor, or between the hours of 12:00 Midnight and 7:00 a.m. In such cases the Employer will provide a secure place to sleep on the premises.
- b) An employee on-call, away from University of Illinois Medical Center at Chicago premises, but available by telephone or long range pager, shall be paid five dollars (\$5.00) for each hour of such on-call time. Time paid under this clause (b) of Section 7 shall not be used to compute hours worked in any workday or workweek. On-call pay shall be paid for all hours that were assigned as on-call regardless of the amount of hours paid as call-back pay, but shall not be used to compute overtime pay for call-back.
- c) Employees on-call may be required by the Employer to remain on the premises after completion of their regularly scheduled shift at their basic straight time wage rate or their overtime premium (time and one-half regular hourly rate), whichever is applicable.

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.
- b) Employees covered by this Agreement who are called back and who report back upon Employer's premises at the time specified in the call-back shall receive one (1) hour travel time and have a minimum guarantee for three (3) hours' pay, or be paid for actual time worked, whichever is greater, at overtime or premium rates, specified elsewhere herein applicable to the days and hours the call-back is obeyed or work is performed.

Section 9. Wages (Shift Differentials).

- a) An evening shift differential of two dollars seventy-five cents (\$2.75) per hour will be paid to employees covered herein who work a shift in which more than one-half (½) of their hours of work in a workday fall between 3:00 p.m. and 11:30 p.m.
- b) A night shift differential of four dollars (\$4.00) per hour will be paid to employees covered herein who work a shift in which more than one-half (½) of their hours of work in a workday fall between 11:00 p.m. and 7:30 a.m.
- c) Pay for shift differential as described in (a) and (b) above shall be paid at the rate of time and one-half (1½) to employees in overtime status.
- d) Employees who have agreed, in writing, to work at least one year of either evening or night shift hours will be considered as “permanently assigned” to their designated shift. After completion of this one year period, an employee may revoke the agreement to work these hours by giving at least thirty (30) days advance written notice to the supervisor. Under special circumstances, the Employer may honor requests for early release from this one year commitment.
- e) Shift assignments shall not be made to avoid payment of permanent shift differentials. All those employees permanently assigned to evening or night shifts upon the ratification date of this Contract shall be entitled to permanent shift differential for their shift.

Section 10. 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 five dollars (\$5.00) 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 (1½) to employees in overtime status. (Deviation from Policy and Rules.)

For purposes of paying differential, the weekend begins at 11:00 p.m. Friday and ends at 6:59 a.m. Monday. Differential will be paid for two (2) shifts; either Friday/Saturday or Saturday/Sunday. Preference for schedule selection shall be determined by bargaining unit seniority.

Section 11. Wages (Included in Scales).

- a) Each employee who has not attained the Top Periodic Step of his/her wage scale shall advance in pay to the next higher step in the wage scale on his/her anniversary date in class. The effective date for an anniversary date increase shall be the first day of the pay period during which the anniversary date occurs.

- b) Other changes that affect an employees wage scale will be made effective the first day of the pay period in which the change occurs. The new rate of pay will be effective on the same date.
- c) In the event of a reallocation or reclassification of a position to a class having the same salary scale as the previous class, the anniversary date (for salary longevity purposes) shall not change. The anniversary date shall continue to be the anniversary date held by the employee in the class from which the position is reallocated or reclassified.

Section 12. Wages (Charge Differential).

A Staff Nurse I or Staff Nurse II who is assigned charge responsibilities for an entire shift will be paid a charge differential of three dollars (\$3.00) per hour. The Director Patient Care Services or designee will fairly and equitably assign charge responsibility to staff who have volunteered for and have been oriented to the charge functions, and will designate a charge nurse when a Director Patient Care Services or Administrative Nurse I cannot assume the responsibility for the entire shift. If there are no volunteers, charge duty will then be assigned fairly and equitably to staff who have been oriented to charge functions.

Section 13. Preceptor Differential.

Nurses assigned patient care and preceptor responsibilities for new hires or transfers will be paid a differential of two dollars (\$2.00) per hour. The Employer retains the right to determine who will serve as a preceptor selected from unit volunteers.

Section 14. Night Shift Work During Change to Daylight Savings Time.

The night shift occurring on the date that daylight savings time goes into effect (Spring) will be considered as an eight and one-half (8½) hour shift, including a one-half (½) hour unpaid meal time.

Section 15. Wages (Itemized Pay Check Deductions).

The Employer recognizes that Employees are entitled to a complete and accurate explanation of the calculation of their paychecks. Therefore, the Employer will furnish, in addition to the standard itemized deduction indicated on the pay check, to Registered Nurses, the following information:

- Percent of time
- Hourly rate
- Regular hours worked and regular earnings
- Overtime hours worked and overtime earnings
- Shift differential earnings
- On-call earnings

Weekend differential
Payroll adjustments and payroll changes
Gross earnings

The Employer agrees to make the following information available on an employee's paycheck by August 1, 2006:

Cumulative number of hours in pay status since date of hire

Vacation hours: previous pay period balance; current pay period accrual and usage, current pay period balance

Sick hours: previous pay period balance, current pay period accrual and usage, current pay period balance

In addition, the Employer will provide documentation of accumulated compensatory time to employees on payday. Moreover, upon written request by the Employee to the Chief Nursing Officer or his/her designee, on a form provided by the Employer, the Employer will also provide any reasonable assistance required by the Employee in understanding methods of computation and in determining the accuracy of payments and benefits reporting. The Parties agree that the Employer may use the Employer's standard request form to respond to requests for payroll information as provided herein.

This assistance and any corrective action will be instituted and, except in unusual and unforeseen circumstances, or when an error is caused by the Employee, shall where possible be completed prior to the following pay day. It is further understood that only those Nurses under the direct authority of Nursing Services will make their written request to the Chief Nursing Officer, and/or his/her designee. All other bargaining unit employees will make their written request to their employing department.

Section 16. Float Differential.

Except in the instances of internal or external disaster, the Employer agrees to the payment of a differential for floating (or pulling) unit based nurses, nurses assigned to the Radiology Department and Float Team RN's. The float differential will be one dollar fifty cents (\$1.50) per hour and shall be payable whenever the following occurs: a unit based RN is floated to another unit; a nurse in ambulatory care is floated from her/his primary center; a Radiology nurse is floated from one building to another or from the Radiology Department; or a Float Team nurse is floated to a second unit during her/his work shift. Unit based, Radiology and ambulatory nurses shall be paid the differential only on the time he/she is floated to another unit (center). The Float Team nurse 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. Employees shall not be entitled to float differential if they qualify for overtime payment per Article XII, Section 1(g)(7).

Section 17. Overpayment Procedure.

In the event of a payroll error resulting in an employee receiving an overpayment in a paycheck, the Employer will correct this by:

- (a) providing the employee with a written explanation for the error (via email and a letter) and,
- (b) offering the employee the option of having the error corrected by deducting the entire amount from the next paycheck or deducting the amount in increments as mutually agreed between the Employer and employee, up to a maximum of twelve (12) months and,
- (c) obtaining the employee's written signature or response via email indicating agreement with the method of payment. If the employee has failed to respond within thirty (30) days, repayment will be scheduled by the Employer.

If an Employee realizes an overpayment has been made and the Employee has not already been contacted by the Employer, the Employee must notify his/her supervisor within four (4) weeks.

Section 18. Certification Bonus.

A status bargaining unit nurse who possesses at the time of hire a certification from one of the organizations listed below and who has passed the initial probationary period will receive an initial bonus of five hundred dollars (\$500).

A status bargaining unit nurse who has passed the initial probationary period and successfully tests or recertifies in an area of clinical specialty from one of the organizations listed below will be reimbursed the cost of the exam fee or the cost to recertify up to five hundred dollars (\$500) in addition to a five hundred dollar (\$500) bonus.

A status bargaining unit nurse who has passed the initial probationary period and successfully tests or recertifies in an additional clinical area listed below will be reimbursed the cost of the exam fee or the cost to recertify up to five hundred dollars (\$500) in addition to a five hundred dollar (\$500) bonus for each certification.

Additional specialty organizations may be added by the Nurse Care Committee. The following organizations are approved specialty organizations:

American Nurses Credentialing Center
American Nurses Association
American Association of Critical Care Nurses

American Society of Post Anesthesia Nursing
Association of Operating Room Nurses
Certifying Board of Gastroenterology Nurses
Emergency Nurses Association
AWHONN
National Association of Orthopedic Nursing
Neuroscience Nursing Certification Corporation
Oncology Nursing Society
National Board of Pediatric Nurse Practitioners and Associates
American Academy of Ambulatory Nurses Association
American Association of Diabetes Educators
American Board of Urologic Allied Health Professionals
American Society for Parenteral and Enteral Nutrition
American Society of Plastic and Reconstructive Surgical Nurses, Inc.
Association of Rehabilitation Nurses
Board of Nephrology Examiners
Enterostomal Therapy Nursing Certification Board
National Certifying Board for Ophthalmic Registered Nurses
Nephrology Nursing Certification Board
HIV/AIDS Nursing Certification Board
The American Association of Occupational Health Nurses
Lactation Consultant Certification

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 and are based upon service accrual as defined therein. 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.

Upon request, a copy of Policy and Rules and a copy of State Universities Civil Service System Statute and Rules will be provided at the Human Resource Office located at 715 South Wood.

Section 2. Medical, Hospital and Life Insurance Plans.

The University of Illinois makes available group medical life insurance and other optional insurance programs to all permanent and continuous employees: a) with appointments of fifty percent (50%) time or more, and b) who are eligible to participate in State Universities Retirement System.

Section 3. Disability Income Benefits.

Disability income benefits are available to employees under (1) the Illinois Workers' Compensation and Occupational Diseases Act, (2) the University of Illinois Sick Leave Plan, and (3) the State Universities Retirement System. Medical and hospital expense benefits are available under (1) the Illinois Workers' Compensation and Occupational Diseases Acts, and (2) the State-paid or University-sponsored Group Health and Life Insurance Plans. The cost of the benefits under University-sponsored Insurance Plans and State Universities Retirement System are borne in part by the Employer and in part by the employee.

Section 4. Retirement.

Retirement benefits are extended pursuant to the State Universities Retirement System Statute. Information materials about the System should be consulted and are available from the System: 1901 Fox Drive, Champaign, Illinois 61820 (Telephone: 1-800-275-7877).

Section 5. Vacation Availability.

- a) Consistent with the Employer's operating requirements, accrued vacation may be scheduled and granted at any time during the calendar year.
- b) Employees classified as Health Care Utilization Review Coordinator II will earn vacation and personal leave in accordance with Schedule B as set forth in Policy and Rules, Policy #7, Rule 7.01. Staff Nurses I, II and Administrative Nurses I will earn vacation and personal leave in accordance with the following schedule:

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	1	15
1	2	20
2	3	25
3	6	26
6	9	27
9		28

(Deviation from Policy and Rules)

- c) An employee's request for vacation shall be made in writing to his/her supervisor. The supervisor will answer in writing, within four (4) weeks. If the request is denied, the answer shall include the reasons for denial and alternatives available.
- d) Except in extreme emergencies, no vacation time previously granted shall be canceled; provided however, that in no event shall a vacation be canceled less than thirty (30) days prior to its scheduled date.
- e) 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 request, however, conflicting requests made on the same day shall be resolved on the basis of bargaining unit seniority, staffing requirements and previous leaves received or vacation taken. Bargaining unit members may not receive preference for the same vacation period for more than two (2) consecutive years.
- f) Individual units may devise their own vacation request plans provided they are consistent with the terms of this Agreement. Each plan shall designate an annual minimal allotment of 200 hours per each 1.0 FTE employed on the individual unit. These plans will be in writing and sent to the Association.
- g) Subject to supervisory approval, employees who are unable to report to work due to inclement weather may use earned vacation time.
- h) The Employee shall have the option of taking one payout of accumulated vacation hours per calendar year under the following conditions:
 - i. The employee makes the request in writing by November 15 to his/her supervisor;
 - ii. The Employee has greater than one year's vacation accrued (prorated for percent appointment);
 - iii. The payout is limited to a maximum of one week's hours and a minimum of 25% of one week's hours;
 - iv. The payout of permanent differentials shall not be included in the payout;
 - v. The hours paid out shall not be counted toward hours worked for the purposes of overtime or seniority accrual;
 - vi. The payment shall be made by a separate check within forty-five (45) days of the request;
 - vii. The Employee has been employed as a status employee for more than four calendar years.

Section 6. Governance of Sick Leave.

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 absence due to sick leave usage as set forth in Policy and Rules, the employee shall in accordance with departmental requirements notify or cause to be notified the designated supervisor before the employee is scheduled to start work, except when excused from this requirement by the designated supervisor.
- (c) Accumulated sick leave may be used for illness of, injury to, or need to obtain medical or dental consultation for the employee, the employee's spouse, children, or parents, including parents-in-law. "Children" include biological, adopted, foster, stepchildren, legal wards, or those children for which an employee is standing in loco parentis. "Parent" is defined as biological parent, stepparent, or an individual who stood in loco parentis to the employee. Sick leave may also be used for the above reasons for a member of the employee's household. An employee may use sick leave for pregnancy. The use of accrued sick leave for Family and Medical Leave purposes does not extend the twelve (12)-week Family and Medical Leave entitlement. (Deviation from Policy and Rules.)
- (d) The Employer reserves the right to require evidence of sickness acceptable to it before allowing sickness benefits when it has sufficient reason to suspect abuse of leave or for verification of the employee's ability to return to work. The Employer must make the employee aware of this requirement in advance and in writing, and of the time factors involved in submitting proof of illness. (Deviation from Policy and Rules).
- (e) Call-in times shall be two (2) hours before the beginning of each shift.
- (f) Exceptions will be made for situations causing an employee to be unable to notify the clinical unit within times specified.
- (g) Employees will be given the option of using any accumulated and unused vacation and personal leave in lieu of an approved absence without pay.
- (h) All employees eligible to participate in the State Universities Retirement System are eligible for compensation of Sick Leave which has been earned but not used on or after January 1, 1984, at the time of employment termination, in accordance with provisions of 30 ILCS 105/14a.

Section 7. Special Leaves for the Birth or Adoption of a Child.

It is the parties' intent to provide sufficient leave for parents of a newly born or adopted child. In addition to FMLA and benefited time (subject to the limitations below), employees are eligible to take a special leave for the birth or adoption of a child. Special leaves for the birth or adoption of a child are unpaid and shall be governed in accordance with Policy and Rules, Policy #11, except for the following deviations: 1) such leave may be taken for adoption or the birth of a child; and 2) leave will be guaranteed for a period not to exceed a cumulative total of six (6) months which includes a) FMLA time for the birth or adoption; b) parental leave time; and c) benefited time taken in connection with the birth or adoption of the child. Such leave must be concluded within six (6) months of the birth or adoption of the child. The employee will give his/her immediate Supervisor a minimum of thirty (30) days advance written notice of the intent to start such leave of absence and also thirty (30) days written notice of the intent to end such leave of absence. If the employee's position is open thirty (30) days prior to the conclusion of his/her leave, the employee will be returned to that position, so long as the employee has notified his/her supervisor in writing of his/her return date at least thirty (30) days prior to his/her return. If the employee's position is unavailable, the employee will be returned to another position within the bargaining unit.

Section 8. Effect of Leave on Anniversary Date.

In the event of an authorized leave of absence without pay for reason of disability (including pregnancy), of more than eighty-four (84) calendar days, or a leave of absence without pay for any other reason of more than forty-two (42) calendar days, there will be an adjustment of the anniversary date upon the employee's return from the Leave. The anniversary date will be extended by the number of calendar days in a nonpay status beyond the first eighty-four (84) calendar days (or the first forty-two (42) calendar days, respectively). The employee will be entitled to any general increases granted during the absence upon return to work.

Section 9. Educational and Professional Opportunities.

- a) Subject to operating needs of the Employer, and with prior approval of the Chief Nursing Officer, reasonable time off work, with pay, may be allowed a limited number of employees covered herein to attend professional or educational meetings and workshops which the Employer deems to be of value to it.
- b) Notwithstanding paragraph (a) above, all full-time (100%) nurses covered by this Agreement, who have completed their probationary period, will be granted paid time off for the purposes of attending Continuing Education programs directly related to the nurse's specific area of employment. Nurses working less than full-time will have the number of hours paid prorated according to their FTE appointment. Paid conference time is non-cumulative and will be granted during the University of Illinois' fiscal year in accordance with the following schedule:

<u>Length of Continuous Employment as an RN with the University of Illinois</u>	<u>Paid Conference Time</u>
6 mos. - 12 mos.	1 day (8 hours)
13 mos. - 24 mos.	2 days (16 hours)
25 mos. or more	3 days (24 hours)

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 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 nurse shall be given, in writing, his/her answer to the request for educational leave.

Nursing Services retains the right to deny the nurse attendance if the program is unrelated to the nursing care of the patients of the nurses assigned work area, or if the absence of the nurse 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 nurse retains the right to receive said 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.

The nurse is responsible for submitting a report of the program and for teaching the content to clinical divisional personnel.

- (c) Nursing Administration will provide at least two (2) Continuing Education Programs per year which offer contact hours and will facilitate nurses' attendance at these programs.
- (d) The Employer agrees to reimburse employees for successful completion of continuing education courses related to 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 KRA ratings of 3.0 or greater on his/her most recent evaluation; 3) submit a written request to Human Resources; and 4) provide satisfactory evidence of successful completion of the coursework (i.e., a passing grade).
- (e) The Employer agrees to reimburse employees annually for current outstanding nursing education loans up to two thousand dollars (\$2000) per year, prorated for part-time, for a period up to five (5) years (for a total of ten thousand dollars

(\$10,000)) as set forth in this section. The Employer will provide up to two thousand dollars (\$2000) after the employee's successful completion of the employee's probationary period if: 1) the employee submits a written request to Human Resources; and 2) the employee provides satisfactory evidence of an outstanding and unreimbursed nursing student loan. After the employee's next KRA for each of the next four years, the employee will be eligible for up to two thousand dollars (\$2000) in August of each year to qualifying employees. To qualify for continuing reimbursement, the employee must: 1) have KRA ratings of 3.0 or greater on his/her most recent evaluation; 2) submit a written request; and 3) provide satisfactory evidence of an outstanding and unreimbursed nursing student loan.

Section 10. Holidays.

- a) Paid holidays as set forth in Policy and Rules and as designated for employees in this Bargaining Unit by the Chancellor at the University of Illinois, Chicago Campus for 2002-05 will be observed as follows:

Holiday

Labor Day
Thanksgiving Day
Christmas Day
New Year's Day
Martin Luther King, Jr. Day
Memorial Day
Independence Day

In addition to the calendar holidays set forth above, employees are also eligible for four (4) "floating holidays" during each fiscal year. These holidays will be administered and selected as set forth in Executive Notice 00-1 issued by the Chancellor of The University of Illinois at Chicago.

For purposes of definition, the holiday will begin at 11:00 p.m. on the evening preceding the holiday and end at 10:59 p.m. on the day of the observance of the holiday. (Deviation from Policy and Rules.)

The Employer will notify the Association, in writing, of the specific date of observance of the above designated holidays for fiscal year 2002-2003 and subsequent years.

- b) A nurse who has a 90% or greater appointment and has fifteen (15) calendar years of service in a status bargaining unit position shall only be required to work a maximum of one winter (Thanksgiving, Christmas or New Years) and one summer (Memorial Day, Fourth of July, or Labor Day) holiday specified in subsection 10(a) and as selected by the

nurse. Where holiday selections conflict and cannot be resolved by mutual agreement between the nurses involved, the conflict shall be resolved on the basis of bargaining unit seniority.

- c) Notwithstanding the language contained in Article V, Section 10, employees may take their floating holidays at any time during the fiscal year. Availability of floating holidays shall follow the provisions of Section 5 (Vacation Availability) (a), (c) through (g) of Article V. At the end of each fiscal year, all employees will receive payment at his/her basic straight time hourly rate for that employee's regular shift for all floating holidays not taken. Each employee shall be eligible for floating holiday time based upon the percent status appointment. All nurses employed as of July 1 shall be eligible for four (4) floating holidays. All employees hired after July 1 shall be eligible for floating holidays per the following schedule during their 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

(Deviation from Policy and Rules.)

Section 11. Subpoenaed Witnesses and Jury Duty.

A nurse subpoenaed to serve as a witness in any state or federal court on a matter arising out of the nurse's employment for the University shall be eligible for absence and pay on the identical basis as set forth in Policy and Rules (Jury Duty), University Rule 11.03 and University Regulation 11.031. If a nurse is not subpoenaed to serve as a witness but requested to appear in one of the aforementioned courts by the Employer in its behalf, he/she shall be eligible for pay as specified above.

A nurse called to jury duty shall be paid Jury Duty Pay for all scheduled hours (shifts) that are missed due to jury duty service. There shall not be any prorating of hours due to part-time or flexible scheduling status. Hours shall be paid at the nurse's regular rate of pay, inclusive of shift differentials.

ARTICLE VI WORK RULES AND CONDITIONS

Section 1. Shift Schedule.

- a) Since the Employer's operations require variations in staffing levels, and scheduled hours or shifts, the shift's starting and endings will conform to those requirements. The intent

of this section is not to manipulate starting or quitting times in such manner as to obviate payment of overtime to employees.

- b) 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.
- c) Monthly work schedules for all full-time and part-time status employees covered by this Agreement shall be posted in accordance with (b) above. Any changes to the posted work schedule which are initiated by the Employer shall be by mutual agreement.

Section 2. Permanent Shifts.

On each unit, a minimum of two (2) positions or 20%, whichever is greater, of the total available day rotation positions will be allocated as permanent day shifts for each inpatient unit, including the Operating, Recovery, Emergency Rooms, Surgi-Center, and Float Team. Eligibility for these positions will be limited to status bargaining unit employees with 80% status appointments or greater with five (5) or more years of bargaining unit seniority. Assignments to these positions will be made by the Employer from eligible volunteers. In the event there are more volunteers than positions, the positions shall be granted to those nurses with the greatest bargaining unit seniority, at any time on each unit. Nurses with twenty (20) or more years of bargaining unit seniority may be granted a permanent day shift position so long as the total permanent day shifts for each clinical area or unit listed above do not exceed 25% of the available day rotation positions. Permanent day shifts are defined as those in which more than one-half (½) of the hours of the work shift fall between 7 a.m. and 3 p.m. Preference for shift selection will be granted according to bargaining unit seniority.

Section 3. Shift.

- a) Except as indicated in ARTICLES XIII and XIV, the work shift shall consist of eight and one-half (8½) consecutive hours including one-half (½) hour of unpaid meal time. A shift starting one day and continuing into the following day shall be considered as one shift and attributed to the first day.
- b) Unless an employee requests lesser time, there shall be a minimum of ten (10) hours between the end of a regular shift and the start of the employee's next regularly scheduled shift.
- c) The Employer will, when a nurse changes from night to day shift, not schedule that nurse for further duty until the beginning of the second day shift following the change, in those units where such scheduling is possible, but shall not be obligated to follow this procedure in all units.
- d) Consistent with the Employer's operating requirements, nurses will receive a rest period of fifteen (15) minutes during each one-half (½) work shift.

- e) 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 meal period to make a forty-five (45) minute meal period.
- f) Employees covered herein must report on their jobs as required by the Employer and be ready to and begin their work at official times of their shifts' openings.

Section 4. Workday.

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.

Section 5. Workweek.

- a) The workweek is a fixed and regularly recurring period of one hundred sixty-eight (168) hours - seven (7) twenty-four (24) hour periods - and begins at 12:01 a.m., Sunday. The full-time work schedule in the work week shall normally consist of one (1) eight (8) hour shift during each of five (5) days and shall not exceed forty (40) hours of work.
- b) No employee covered herein working sixty percent (60%) or more time shall be required to work all three shifts during seven (7) consecutive days.
- c) No employee covered herein will be scheduled to work more than six (6) consecutive days unless mutually agreed upon. Wherever possible, the employee will not be scheduled for more than five (5) consecutive days.
- d) Except in cases of employees voluntarily working weekends (Saturday and Sunday), the Employer, through rotating shifts, scheduling of In-House Registry nurses or other scheduling devices tending to preclude any employee having to work more than one out of two consecutive weekends, will adhere to the practice of formulating monthly work schedules in which no employee covered herein will be required to work more than one out of two consecutive weekends unless unforeseen situations preclude applying the practice enunciated above. In any case, all employees will be guaranteed twenty-six (26) weekends off per contract year and a minimum of six (6) weekends off in twelve (12).

A minimum of three (3) consecutive weekends off per year as part of vacation request will be honored as part of the guarantee of twenty-six (26) weekends off per contract year. For purposes of definition, the weekend begins at 11:00 p.m. Friday and ends at 6:59 a.m. Monday.

- e) Holiday work will be fairly distributed among employees in the unit.

Section 6. Shift Assignments.

In order to minimize the amount of rotation the Employer will attempt to fill evening and night assignments with nurses available and willing to work permanent evenings and nights. When rotation exists to total the equivalent to one 80% FTE or greater, the supervisor will:

- (a) In the case of a vacant position, post a position for the permanent off shift.
- (b) In the case of no vacancy, offer current staff the option of a permanent off shift.

All employees assigned to a permanent shift, either days, evenings or nights, will not be required to involuntarily rotate to another shift, absent an internal or external disaster or weather emergency.

Section 7. On-Call Assignments.

- (a) No employee will be required to be on-call for more than five (5) shifts in a single four (4) week schedule unless temporary increases in on-call assignments are necessary to meet the Employer's unusual operational needs.
- (b) The assignment of on-call will be fairly distributed among all employees in the unit.

Section 8. Additional Work and Overtime Assignments.

No nurse will be required to work more than his/her regularly scheduled hours.

If more work is required than can be met by short-term assignments, subject to Article XIII, Section 1(f), such additional work opportunities shall be by voluntary assignment only. Insofar as practical, work assignments shall be distributed as fairly as possible according to the following preference:

- 1) Available qualified "extra-straight time" status nurses
- 2) Flex RN's at straight time (voluntary or as assigned by Nursing Resources)
- 3) Qualified status RN's in overtime status
- 4) Flex RN's at overtime rates

(Deviation from Policy and Rules)

A status nurse shall be compensated whenever overtime or extra straight time hours that were previously approved are canceled with less than two (2) hours' notice. The nurse shall be compensated for late cancellation with two (2) hours' straight time pay, which shall not be

counted towards hours worked for the purposes of overtime, seniority or benefit accrual, and the nurse shall not be required to remain on premises to work. (Deviation from Policy and Rules.)

A scheduled commercial registry RN will be canceled if a qualified bargaining unit member volunteers to work the same assignment of the registry nurse at least four (4) hours before the beginning of the assignment. Such commercial registry (“Agency”) nurses will be used only in emergency short - term situations.

Section 9. Job Posting.

- a) All bargaining unit positions approved for filling will be posted in designated areas for two (2) weeks prior to the position being filled. Current employees seeking a change in position may interview for posted positions. All employees requesting to interview for a vacant position will be provided with a list of the specific qualifications that are required for the posted position. Such employees must complete a Job Posting Response Form and submit it to the designated contact person indicated on the posting. The contact person will screen the applicant and arrange for an interview for qualified candidates. No provision of this Agreement authorizes the Employer to create bargaining unit positions that are exempt from this Section.
- b) A current employee shall have priority for vacant positions over new hires provided both are equally qualified. If two (2) or more current employees apply for a posted position, and both are equally qualified, the employee with greater bargaining unit seniority will be offered the position. (Deviation from Policy & Rules.) Within two (2) weeks following the filling of the position, the employee will be informed of the reasons she/he was not selected.
- c) 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.
- d) The Employee’s acceptance of a posted position for evenings or nights will constitute a written commitment for permanent shift assignment for one year.
- e) The Employer will provide the Association with copies of all Nursing Services job postings.

Section 10. Assignments (Ambulatory Services).

- a) Ambulatory Services employees will be assigned and oriented to work within like clinical service areas (i.e., Medicine, Surgery, Women’s Health, Pediatrics). Except in unusual circumstances, employees will not rotate to other clinical service areas and will not float to more than two (2) separate clinics in a single

work day. Exceptions will be made for designated float positions.

- b) All staff, including Float and Flex, assigned to any clinic that functions more than five (5) days per week or has evening hours will rotate that assignment unless it is specifically requested by an employee covered herein, assigned to that area, to have a week day off in lieu of Saturday, or to assume the evening hours. Employees will not be required to work more than five (5) consecutive days.
- c) If shift schedules for any clinical service areas are to be substantially changed, the Employer will give employees four (4) weeks' notice prior to implementation of the change. Staff arrangements will be equitably worked out among employees then assigned to such clinics.
- d) Ambulatory Services Employees will have the option of working part-time. Employees will have approved requests to reduce time implemented within two (2) schedules. Operational needs and clinical expertise are considered when assigning part-time staff. Depending on the service, patient needs or other staffing requirements, it may not be possible to accommodate the Employee's request to reduce percent time in a specific cost center. If an employee requests to reduce his/her percent time below forty percent (40%), it may not be possible to accommodate the request in a specific cost center. Reassignment within Ambulatory Services, the float pool or a vacant position may be necessary.

If an Employee is reassigned outside her/his cost center, he/she will have first option to transfer back before other employees or new hires are offered or granted a part-time position. This option will expire six (6) months after the date of reassignment.

Section 11. Reduction of Percentage FTE

Employees within hospital cost centers may request, in writing, to reduce their FTE appointment to no less than 40% (employees as of September 1, 2005 with less than 40% appointments may remain at current appointments). The Employer shall endeavor to fulfill these requests in a timely manner. In any case, the request to decrease percentage shall be granted within 90 days of the request, including employees on leave.

Section 12. Security.

Employer will provide employees covered herein with police services (security) within its capabilities to do so. During the major shift changes, a visible Police Officer or Security Guard will be stationed at a designated point between the Hospital and the University parking lots designated as Security Parking. The Officer's station and time of duty shall be made known to all nurses. It is understood that the Officer's assignment is subject to emergency priorities as established by the Watch Commander. However, it is the intention of the Employer to continue

the present level of security through the term of this Agreement, including but not limited to the following security measures:

1. Red Car Service will be available from 11 p.m. to 7 a.m. This service in normal circumstances will be able to arrive within fifteen (15) minutes after being contacted.
2. University personnel will be available to accompany employees to their vehicles that are parked in University parking facilities.
3. A University Police Officer or Security Guard will be assigned to the Hospital at all times. Any door or entrance to the Hospital or clinic buildings that is unlocked between the hours of 8:30 p.m. to 5:00 a.m. shall have a security guard posted. Emergency Room employees will have access to a two-way communication with the Officer or Security Guard who will be available on short notice to provide any required assistance. If the Employer contemplates decreasing the present level of security, the Association will receive two (2) weeks' written advance notice of such changes. Upon request, the Employer agrees to discuss the effects of the changes with the Association.

Section 13. Scrub Uniforms.

Employer will determine employee's scrub apparel requirements and issue same individually to them at no cost to said employees.

Section 14. Non-Nursing Duties.

In order to provide for most efficient use of employees covered herein, as well as to improve recruitment and retention, Employer agrees that their non-nursing duties will be reduced and eliminated to the fullest extent possible.

Section 15. Classification.

- a) When an employee covered by this Agreement is charged with responsibility for a unit and the characteristics of whose position satisfy the criteria of a higher class, the Employer will recommend classification or reclassification of the position.
- b) Any employee who believes that the position occupied should be reclassified has a right to initiate a job audit by making direct request for it to the Assistant Vice President for Human Resources, or the Association may initiate it in the employee's behalf but, in both cases, notices of the action taken will be communicated to the Chief Nursing Officer through appropriate channels. Appeals from the results of job audits, whether initiated by employee or

Association, may be affected through the Grievance Procedure (ARTICLE VIII, Section 3, herein). After such procedure has been exhausted, review may be requested, first of the Director of State Universities Civil Service System and then of the State Universities Civil Service Merit Board under the provision of Civil Service Rule 250.130.

Section 16. Identification Badges.

Employees covered in this Agreement 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 initially to the employees at no cost to them by the Employer.

Section 17. Health and Safety.

- a) The Employer will provide a safe and healthful work environment for all employees including education and equipment as required by applicable regulatory agencies.

A pregnant employee and her supervisor are each expected to give due consideration to safe working conditions and practices during the period of maternity. Each is responsible for obtaining medical opinion on a timely basis regarding the compatibility of the employee's work and maternity.

- b) The Employer will educate employees as to the potential health hazards associated with the handling of cytotoxic drugs and will orient employees in the proper techniques and procedures which minimize such hazards. Protective material and equipment will be provided. Employees who choose not to handle cytotoxic drugs because they are pregnant, breast feeding or trying to conceive will be advised of their options, including temporary reassignment and transfer.
- c) The Employer agrees that the reduction of muscular skeletal injuries is a high priority. The Employer agrees to make mechanical devices available and readily accessible, in sufficient number to meet patient need to all nursing units to assist in the lifting and transfer of patients and to fully train nursing employees in the use of the devices.
- d) The Employer agrees to an ongoing process of inventory replacement of "sharps" with "sharps with engineered sharps injury protection (SESIP)." The Employer will include the Association and its members in the review of current devices and selection of the replacement devices and will report progress on these matters to the members of the Professional Nurse Council (PNC). The Employer will initiate in-services regarding the safe and proper usage of all replacement devices. Any items that cannot be replaced with a SESIP will be reported to the PNC along

with a plan to educate staff in their safe usage. Any potentially injurious devices that are introduced for use in the clinical settings will be reported to the PNC and the Association along with the plan to educate staff in their safe usage.

Section 18. Performance Appraisals/Access to Personnel Files.

- a) The Employer will conduct a performance appraisal on at least an annual basis as well as at the end of the probationary period.
- b) The employee will receive a written copy of the performance appraisal.
- c) The employee's signature on their performance appraisal shall not be construed as concurrence with its contents.
- d) The employee will have the right to respond to the performance appraisal and to have that written response placed with the performance appraisal in their official personnel file.
- e) The Employer will not add any performance appraisals or other work evaluation to the employee's personnel file(s) unless the employee has had the opportunity to review it.
- f) The employee will have the right to review his/her personnel file(s) in accordance with the provision of 820 ILCS 40/1 et seq., except that such reviews may be made more often than twice per year, upon request of the employee.
- g) Supervisory notes that pertain to an employee's performance deficiencies (including attendance and tardiness) that are not associated with a formal discipline and that are older than twenty-four (24) months shall be removed from the employee's file upon the employee's request.

**ARTICLE VII
MAINTAINING AND FILLING BARGAINING UNIT POSITIONS**

Section 1. Maintaining Bargaining Unit Positions.

- a) The Employer commits to maintaining 93% of the 802 bargaining unit FTE positions, which is the projected budget for fiscal year 2006, except as provided for in Article XI, Section 2.b.
- b) The INA will be informed of the budget setting process and be provided opportunities for education concerning the budget.

Section 2. Filling Vacant Positions.

The Employer may, at any time, reassign or attrit vacant positions and will inform the INA of changes at the time the decision is made. Decisions to attrit vacant positions will be based on on-going review of activity and projected activity indicating reductions in:

- patient volume;
- patient care needs;
- revenue;
- acuity;
- hours of operation;
- services delivered;
- operative procedures;
- diagnostic procedures;
- deliveries performed; and
- programs and services available.

When a budgeted position becomes vacant, the Employer shall decide whether the position will be retained within the cost center. If the Employer decides to retain the position within the cost center, the Employer will fill the position as soon as possible, subject to a normal vacancy rate of 5%. If the Employer decides to shift the position to another cost center, including the float pool, the Employer will inform the INA in writing of the decision to transfer the position and inform the INA as to which cost center the position will be transferred.

ARTICLE VIII DISCIPLINE AND GRIEVANCE PROCEDURE

Section 1. Discipline Procedure.

The Employer agrees to the principle of positive progressive discipline. When the Employer is considering discipline, the Employer will schedule a pre-disciplinary meeting with the employee. The notification to the employee must be made within thirty (30) days of the date that the supervisor became aware of the action giving rise to the pre-disciplinary meeting, with the exception of attendance and tardiness. The Employer will inform the employee of his/her right to Association representation before any meeting that could result in formal disciplinary action and will give the employee at least five (5) workdays' notice of the time and place such meeting will be held. The Employer will endeavor to schedule hearings that accommodate attendance by Association representatives. Association representatives will endeavor to make themselves available for such meetings and will make every effort not to cancel scheduled meetings. At the pre-disciplinary meeting, the Employer will review the facts and circumstances which give rise to the potential discipline. The parties will attempt to conclude the pre-disciplinary meetings in one hour.

If the Employer determines that discipline is necessary, discipline shall be imposed as soon as possible after the Employer is aware of the action giving rise to the discipline. The Employer will not discipline employees which includes formal written warnings, suspensions and discharges for other than just cause. The Employer will not reassign or transfer employees for disciplinary reasons.

Whenever an employee covered by this agreement is given a Letter of Warning, Suspension, Involuntary Demotion or an Intent to Discharge notice, a copy of the notice of such action will be given to the Association. (Deviation from Policy and Rules).

Section 2. Polygraph Testing.

Before any employee may voluntarily submit to a polygraph test, the employee will be given the right to Association representation.

Section 3. 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, which are provided for in (c) below. 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)
 - 1) Prior to filing a "Notice of Intent" to discharge or involuntarily demote a non-probationary status employee, the Employer will provide a written notice of investigation to the employee and to the Association. The notice to the employee will be by personal service and the notice to the Association shall be by fax transmission or certified mail. This notice shall contain a summary statement of the matter(s) being investigated. At the conclusion of the investigation the findings will be similarly submitted to the employee and the Association.
 - 2) After receipt of the findings of the investigation, the employee and/or the Association may, within seven (7) workdays file a written grievance with the Director of Human Relations and University Opportunity in the Office of the President concerning the findings of the investigation. For purposes of this grievance procedure, "workdays" shall mean Monday - Friday,

excluding any University Holidays. Said grievance shall be filed by fax transmission or certified mail and may contain a request that a hearing be held by the Director of Human Relations and University Opportunity in the Office of the President.

- 3) The Director of Human Relations and University Opportunity in the Office of the President or his/her designee will examine the written record or if requested by the Association conduct a hearing within seven (7) workdays of receipt of the grievance. A decision shall be rendered by the Director of Human Relations and University Opportunity in the Office of the President or designee within seven (7) workdays of receipt of the grievance based upon the written record or within seven (7) workdays from the conclusion of the hearing, if a hearing is conducted. This decision shall be submitted to the employee via U.S. Government mail and to the Association via fax transmission or certified mail.
- 4) If the decision of the Director of Human Relations and University Opportunity in the Office of the President is to deny the grievance, the Employer may file a "Notice of Intent" to discharge or involuntarily demote the employee in accordance with Chapter VI Section 250.110 (e) (1) through (7) or Chapter VI Section 250.110 (f) (1) through (3) of the State Universities Civil Service System Statute and Rules.
- 5) If the Employer files a "Notice of Intent" to discharge, the employee with the assistance of the Association may file an appeal. Within three (3) calendar days, excluding holidays, of the receipt of the Employer's decision, the Association may appeal the decision to discharge to arbitration by filing a written appeal with the Director of Human Relations and University Opportunity in the Office of the President via fax transmission or certified mail. Alternatively, the employee may file an appeal with the State Universities Civil Service System Merit Board in accordance with the State Universities Civil Service System Statute and Rules, provided the appeal is filed within fifteen (15) calendar days after receipt of the decision of the Director of Human Relations and University Opportunity in the Office of the President. If the decision is not appealed to arbitration within three (3) calendar days, excluding holidays, or to the Universities Civil Service System Merit Board within said fifteen (15) calendar days, it shall be considered binding on the employee, Employer and the Association. The filing of an appeal with the State Universities Civil Service System Merit Board shall constitute the employee's election to have the Merit Board review his/her appeal rather than binding arbitration under the grievance procedure. If such election is made after the Association has filed a request for arbitration, then any such grievance

shall be considered withdrawn and the grievance-arbitration process terminated.

- d) Employees may have the formal grievance adjusted through Step 1 of this grievance procedure without intervention of the Association as long as the adjustment is not inconsistent with the terms of the Collective Bargaining Agreement then in effect, and provided that the Association has been given an opportunity to be present at such adjustment.
- e) Extension: Any time limit established in the grievance procedure may be extended by mutual agreement of the parties.
- f) Payment for Time: Time spent in handling grievances by an employee or his/her representative, if the representative is a University employee, or time spent representing an employee at a pre-disciplinary meeting, 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.
- g) Grievance Procedure: Grievance advanced by or on behalf of an employee covered by this Agreement shall be heard and reviewed in accordance with the procedures outlined below.

Step 1

An employee who has a grievance shall discuss the grievance with his/her designated supervisor in an effort to settle same. The designated supervisor is one designated by the Employer for a given operational unit and such designated supervisor will be made known to the employees represented herein. An employee may do this personally or with an Association representative who may or may not be an employee of the University. The supervisor or the Association may request additional participants to act as resource personnel but shall not relieve the designated supervisor and the employee from the responsibility for resolving the problem.

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 promptly as a formal grievance.

To be considered formally, a grievance must be in written form, signed by the employee(s) or representative and filed with the Chief Nursing Officer or designee. The written grievance must contain the facts of the case, the section(s) of the Contract alleged to have been violated and the relief sought. It must also be submitted 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. 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.

The written grievance need not follow any particular format, but should include a report on the efforts to settle informally and such facts as may be of aid in arriving at a prompt and definitive resolution. The Chief Nursing Officer or designee to act for him/her shall convene a hearing for the grievance not later than ten (10) workdays following the date upon which it was formally filed. The Chief Nursing Officer or designee has ten (10) workdays after the hearing to consider and answer the grievance. The answer shall be sent to the employee, grievance representative and the Association. If the Chief Nursing Officer or designee's answer does not resolve the grievance acceptably to the Association, the Association may appeal to the Director of Human Relations and University Opportunity in the Office of the President, provided the appeal is filed within ten (10) workdays after the Chief Nursing Officer or designee's answer is received. If the Chief Nursing Officer or designee does not answer the grievance within ten (10) workdays of the hearing, the grievance shall automatically be deemed to advance to the next step in the grievance procedure. Any decision by the Chief Nursing Officer or designee that is not appealed within ten (10) workdays after it is received shall be considered binding on the employee, the Employer and the Association.

Step 2

If the matter is not resolved in Step 1 or an answer is not given by the Chief Nursing Officer or designee within the specified time limits, the Association may appeal the grievance to the Director of Human Relations and University Opportunity in the Office of the President.

Upon receipt of an appeal, the Director of Human Relations and University Opportunity in the Office of the President 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 University Opportunity in the Office of the President believes that the written information provides adequate documentation of the grievance he/she shall so notify the Association. The written decision shall be issued within fifteen (15) workdays after receipt of the appeal.

Any hearing conducted by the Director of Human Relations and University Opportunity in the Office of the President will follow informal procedures. These hearings will guarantee that all persons with firsthand knowledge of the case have a full opportunity to be heard, and will provide the Association opportunities for rebuttal to any Employer testimony.

Grievances appealed to the Director of Human Relations and University Opportunity in the Office of the President will be evaluated in their entirety from the first level of appeal and will not be restricted to only those issues whereby agreement was not reached at the Chief Nursing Officer's step.

If the decision of the Director of Human Relations and University Opportunity in the Office of the President does not resolve the grievance acceptably, the Association may request that the grievance be moved to arbitration, provided the request for arbitration is made within fifteen (15) workdays after receipt of the decision at the Director of Human Relations and University Opportunity in the Office of the President level. If the decision is not appealed to Arbitration within said days, it shall be considered binding on the employee, the Employer and the Association.

Step 3

The appeal to arbitration shall be initiated by filing with the Director of Human Relations and University Opportunity in the Office of the President a request for arbitration stating the issue to be arbitrated. An arbitrator will be selected by filing a request with the Director of Arbitration Services of the federal Mediation and Conciliation Service to send a list of five (5) arbitrators. By mutual agreement a second panel may be requested. Within ten (10) workdays of the receipt of such a list the Director of Human Relations and University Opportunity in the Office of the President, or his/her designee, and Association representative, shall select an Arbitrator by alternately striking names from the list, with the Director of Human Relations and University Opportunity in the Office of the President, or his/her designee, striking the first name. The last remaining name shall be the Arbitrator. If, for any reason, the person thus selected is unavailable, the procedure shall be repeated. If necessary a new list shall be requested. The arbitrator 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 Arbitrator shall be final and binding upon the employee, the Employer and the Association.

Arbitration Costs

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

(This entire Section 3 represents a deviation from Policy and Rules.)

Section 4. Untitled

Letters of Warning and disciplinary suspensions, issued to employees covered herein, that are one (1) or more years old will not be used for the purpose of imposing penalties. However, Letter of Warnings and disciplinary suspensions may be used to establish a disciplinary pattern in all discharge proceedings.

Section 5. Designated Supervisor.

Designated Supervisor is one designated by the Employer for a given cost center and such designated supervisor will be made known to employees represented herein. The Employer shall send written notice to the Association within fifteen (15) business days, whenever the supervisor is changed and designated for an anticipated period longer than thirty (30) days in a cost center, and an annual report of designated supervisors.

**ARTICLE IX
LABOR - MANAGEMENT CONFERENCES**

The Association and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between representatives of the Association and management; such meetings to be referred to as "Labor-Management Conferences." Problems of mutual concern, including conditions tending to cause misunderstandings, shall be considered. However, such meetings shall be exclusive of the Grievance Procedure provided in ARTICLE VIII and formal grievances shall not be considered at such meetings. Either the Association or the Employer may request a Labor-Management Conference which will occur at a mutually agreed upon time after said request. Any such Labor-Management Conference will be scheduled by the Labor Relations Office and the Association. A Labor Relations Officer will be present at any such scheduled conference. The party requesting a Labor-Management Conference shall provide the other party with an agenda of the issues to be discussed prior to the scheduled conference. Association representatives will be paid their basic straight time hourly wage rate for time spent in such meetings, pursuant to Policy and Rules.

**ARTICLE X
NO STRIKE OR LOCKOUT**

Section 1. No Strike.

During the term 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 Association 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 representatives during the term of this Agreement.

**ARTICLE XI
SENIORITY**

Section 1. Seniority.

- 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. Seniority may be accumulated in certain types of non-pay status under specified conditions as provided for in Section 250.120 (f), (g) and (j) of the State Universities Civil Service System Statute and Rules.
- 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 the Association by class and lesser units, if any, as provided in ARTICLE II Section 8 herein.
- c) An employee continues to accrue seniority during layoff not to exceed thirty (30) workdays.
- d) 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.
- e) If a retired employee is reemployed within sixty (60) days of retirement, seniority earned up to the effective date of retirement shall be restored.
- f) Bargaining unit seniority is defined as the accumulation of all hours in pay status, exclusive of overtime, for the bargaining unit members as defined in Article III, Section 1, except for Extra-Help Appointees. The term "seniority" refers to bargaining unit seniority only in the following sections of this Agreement: Article IV, Section 10; Article V, Section 5(e); Article V, Section 10(b); Article VI, Section 2; and Article VI, Section 9(b).

Section 2. Layoff/Displacement Procedures.

- a) Any reduction in the size of the workforce will be accomplished to the extent feasible by attrition.

b) Layoff

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.

The parties agree that there will be no layoffs of bargaining unit employees for the term of the collective bargaining agreement except under the following conditions:

- 1) Reduction in available bed capacity (as opposed to licensed bed capacity);
- 2) Cessation of services or programs;
- 3) Consolidation of services which results in a reduction in the need for nursing services; or
- 4) Significant reductions in patient volume.

Employees shall be laid off in reverse order of seniority as provided in this section.

c) Displacement

A displacement is defined as elimination of a status position occupied by a bargaining unit employee when there are sufficient status vacant positions available for affected employees. The parties further agree that displacements may occur when there are sufficient vacant positions available including status float positions. Bargaining unit employees occupying positions which are eliminated shall choose assignment to either a status float pool or to an existing vacant position according to seniority.

The purposes of float pool status positions are:

- 1) to decrease, but not eliminate, utilization of non-status supplemental staffing resources, and
- 2) to provide re-education and retraining opportunities to staff to better meet the changing care delivery needs.

Staff will be provided appropriate orientation and education for their float assignment with preceptor direction.

d) After it has been determined that a reduction in force (layoff/displacement) is necessary, the following procedure will be used:

1. As soon as the Employer knows displacements are to occur, the Employer shall hold the application of new hires, uncommitted transfers, and promotions of positions in the classifications represented by the Bargaining Unit until the displaced employee makes a selection pursuant to the provisions of this Section. These resulting vacancies shall appear on all vacancy lists used for purposes of this Section 2. No new employees will be hired into the Bargaining Unit until all laidoff employees are offered the opportunity to return to work within their classification.
2. Any change in cost center or voluntary demotion in the same cost center due to provisions of this Section 2 shall be considered a displacement.
3. Employees shall be displaced from their job classifications in the reverse order of seniority among employees in that classification in each cost center. The Employer may eliminate a position which is occupied by a more senior employee in the cost center, but in any event the displacement from the cost center will affect the least senior employee.
4. As soon as the Employer knows displacement(s)/layoff(s) are to occur, the Employer will provide the affected employee(s) and the Association with written notice of not less than thirty (30) calendar days in advance of the displacement/layoff. Displacement/layoff shall not occur until the end of the above notice period.
5. Affected employee(s) are entitled to Association representation in the initial meeting between Nursing Personnel and the employee(s).

The Employer will inform the employee of this right and will give the employee at least five (5) workdays' notice of such meeting.

6. Affected nurses will select from all vacant Bargaining Unit positions for which they are qualified (as determined by the Employer), beginning with the most senior employee and proceeding in order of seniority. "Qualified" means the ability to independently provide safe direct patient care as required for that classification for the standard caseload on the unit within a reasonable period of orientation for that particular unit. Said term does not require proficiency in all technical skills or the performance of leadership roles.
7. Before the employee is offered vacancies or displacement opportunities, the employee will be provided a description of available positions which includes the unit assignment, shifts and scheduled hours. No employee

shall be forced to accept a vacancy for which the employee is not qualified or one that involves a decrease in salary. This selection must be made within five (5) workdays. This five (5) day selection period may be extended by the mutual agreement of the parties. If this five (5) day and any agreed upon extension expire without the affected employee making a choice, the employee will be assigned to the status float pool and selection according to seniority will proceed.

8. If there are no vacancies in the Bargaining Unit or an employee is not offered a vacancy acceptable within the above - stated terms, and provided the affected employee is qualified and has greater seniority, he/she can bump (displace) the least senior employee in the same classification in the Bargaining Unit.
 9. The displaced employee may choose to be laid off, at which time he/she will be given fifteen (15) working days' notification of layoff. The displaced employee who chooses layoff must notify Nursing Personnel of his/her choice within three (3) working days from the day the employee is provided with a description of available positions as required in (d)6 of this Section 2.
 10. The displaced employee may choose voluntary demotion so as to exercise his/her rights to the least senior position in a lower classification within his/her cost center or a vacancy within the Bargaining Unit, pursuant to the provisions of this ARTICLE. Seniority in a lower classification becomes effective the date on which the employee elects to demote. The displaced employee who chooses voluntary demotion must notify Nursing Personnel of this decision within three (3) working days from the day the employee is provided with a description of available positions as required in (d)7 of this Section 2.
- e) In the event of a reduction in force the following factors shall apply:
1. Non-status employees shall not be utilized to permanently replace any Bargaining Unit employee who is on lay off.
 2. Following a reduction in force, employees who are on layoff (voluntary or involuntary) will be offered the opportunity to work prior to such work being assigned or offered to a non-status employee.

Section 3. Recall Procedure.

- a) Notice of a recall shall be in writing to an employee with simultaneous copy mailed to the Illinois Nurses Association. Recalls shall be in order of seniority with the most senior employee in layoff status or the reemployment register

recalled first. An employee shall be allowed up to two (2) weeks to report to work after receipt of a notice of recall. If an employee is unable to respond to notice of recall due to a reason justifying a Leave of Absence, the employee shall continue to be eligible for recall.

- b) An employee recalled to a position within the same classification and cost center who declines this offer of recall shall lose all seniority rights for purposes of recall.
- c) Employees may accept layoff and retain full rights to recall. Those employees on layoff will appear on the reemployment register. Names may be removed from such register only for the reasons set forth herein, and as provided by the Civil Service Statute and Rules, Chapter VI, Section 250.60h (1),(4),(6),(7),(8).
- d) After all employees on layoff status are offered a recall to work in their classification, employees reassigned to a different cost center or having taken a voluntary demotion to a lower classification will then be offered, in order of seniority, the opportunity to fill vacancies occurring in his/her former cost center in the classification in which they were working at the time the position was eliminated. Such reassignments must occur within one (1) year from the date of displacement. Recall shall continue until all affected employees have been fully restored to their positions held before layoff.
- e) Seniority shall be retained so long as an employee is eligible for recall.

(This entire ARTICLE represents a Deviation from Policy and Rules.)

ARTICLE XII PROFESSIONAL STANDARDS AND PERFORMANCE

Section 1. Principle

The Parties hereto adhere to the principle that the major concern of employees covered herein is to make unique contributions to total patient care. There are certain necessary conditions which must exist to enable this to occur. Among these are:

- a) Administrative support; including, but not limited to, the following: Considering the availability of funds and personnel, the Employer shall evaluate staff and work load as it pertains to all employees covered by this Agreement. The Employer reserves the right to determine the scope, the methodology to be used, and the course of action to be followed based on the findings of the evaluation.
- b) Appropriate supervision, including a designated RN supervisor with the authority to direct the activities of Nursing personnel within Nursing Services.

- c) Adequate staffing, including, whenever indicated in order to provide adequate nursing care to the patients, an RN in charge of every unit on every working shift.
- d) In-charge responsibility shall be assigned only to Registered Nurses with current Illinois Licensure.
- e) The Employer agrees to make every effort to provide nursing supervision in in-patient units, for each working unit and shift through the employment, promotion, or assignment of Administrative Nurses I. The Employer agrees to assign and maintain a minimum of one AN I position to clinical areas listed below with greater than 20 Nursing FTE's and an additional AN I for each multiple of 20 FTE's for the following areas: OCC; Diagnostic Areas; all in-patient units; Operating Room; Recovery Room; Surgi-Center; Float Team; and Emergency Room. The Employer may create additional positions beyond these levels as required by operational needs. A Registered Nurse holding an Administrative Nurse I position must work at least 80% time in order to retain the position. RN's who as of 11-29-95 hold an ANI position but work less than 80% time shall be exempted from this requirement.

f) Float Team

The Employer will maintain a Float Team of registered nurses. The Float Team will be maintained with a minimum of 45 bargaining unit FTE's. A competency assessment of each Float Team registered nurse will be completed annually. Each nurse shall choose to practice within one of the following clinical areas:

- (1) L&D, APSD, M/B, Observation Nursery;
- (2) Adult Critical Care - including ER, OR, RR, Transplant, and Stepdown Units;
- (3) Adult Med/Surg, including Surgi-Center, Psychiatry, and Ambulatory;
- (4) PICU, NNICU/ICN/Observation Nursery, PEDS Stepdown, PEDS Ambulatory and PEDS.

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

Whenever a significant change occurs in a clinical unit's operations or patient population, the NCC shall designate by consensus the member units of the clinical areas.

No RN will be required to work on more than two (2) different units in the course of his/her eight (8) or twelve (12) hour shift.

Each float nurse will be oriented to his/her chosen area of competency.

Orientation shall be such that a nurse can safely perform independently; and shall include the following:

- completion of skills checklist for that unit
- unit protocol
- location of supplies and medications
- procedures, equipment and charting specific to that unit
- review of the patient population

g) Pulling/Floating of Hospital Unit Based RNs to Other Units

1. A competency assessment of each status bargaining unit registered nurse will be completed annually. Each nurse may be pulled within one of the following clinical areas:
 - a) Adult Critical Care, including ER, Transplant and Stepdown and Observation Units
 - b) L&D, APSD & M/B
 - c) PICU, NICU/ICN/Observation Nursery, PEDS and PEDS Stepdown
 - d) Adult Med/Surg
 - e) Surgical Services including OR, RR, Pre-Admission Testing, and Surgi-Center
 - f) Adolescent Psychiatry and Adult Psychiatry

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

Whenever a significant change occurs in a clinical unit's operations or patient population, the NCC shall designate by consensus the member units of the clinical areas. The addition of cardio pulmonary monitoring to any clinical area shall not affect the track it resides in. With the exception of surgical services and ambulatory areas, free standing or non-telemetry monitors shall not be placed where continuous heart rhythm analysis and treatment are required. Patients requiring such services will be placed on stepdown/intensive care units.

2. "Pulling" shall be equitably distributed among all bargaining unit classifications.
3. Each unit is responsible to keep a record of nurses' turns of "pulling."
4. Being "pulled" for all or part of a shift will be considered a turn.

5. No RN will be required to work on more than two (2) different units in the course of his/her eight (8) or twelve (12) hour shift.

6. Orientation:

Registered nurses may be pulled to areas to which they have been oriented. Orientation shall be such that a nurse can safely perform independently, and shall include the following:

- completion of a skills checklist for that unit
- unit protocol
- location of supplies and medications
- procedures, equipment and charting specific to that unit
- review of the patient population

7. Order in which employees are “pulled.”

- a) Flex Team will be “pulled” before status employees, including Float Team.
- b) Float Team will be “pulled” before unit-based employees.
- c) Unit-based employees in an overtime status will be “pulled” before those on their regular schedule.
- d) Unit-based RNs not in overtime status may be “pulled” before the ANI performing charge duties or the designated charge nurse.
- e) The ANI performing charge duties or designated charge nurse will be “pulled” last. However, the ANI or designated charge nurse must take her/his turn before other nurses who have already been “pulled” are “pulled” again, so long as a registered nurse is left in charge.

The Employer may deviate from the above only in cases of internal or external disasters, weather emergencies or where patient safety requires deviation. Employees pulled out of sequence for the reason of patient safety will be paid time and one half for all hours pulled, in lieu of any float differential.

h) Adequate facilities and equipment.

i) Adequate in-service and continuing education for employees covered herein.

- j) Participation of employees in determination of personnel policies and improvement of patient care, and
- k) Nurses on each unit will be consulted on the choice of reference material to be maintained on the Unit.

Section 2. Administrative Support.

The Employer will make all reasonable efforts to provide to those Employees covered herein relevant policies and procedures (including provision to each newly employed employee a copy of the departmental job description of the position filled by such person) and will provide support to employees attempting to carry out said policies and procedures by supplying, to the maximum, reasonable documentation, interpretation and enforcement. Employees will be responsible for reporting (or encouraging other staff members to report) to their immediate administrative supervisor in nursing, and to any other appropriate authority, those situations which affect nursing care or their performance which require enforcement, interpretation or implementation of existing Employer policy, rules and procedures. The Parties hereto will apprise each other in a timely manner of developments in cases covered by this Section.

Section 3. Supervision and Professional Responsibility.

It is understood and agreed that supervisory personnel will not normally be assigned to perform work assignments regularly and customarily performed by bargaining unit employees. Supervisors will, however, perform patient care to the extent necessary to maintain the clinical expertise and competency necessary to fulfill their job responsibilities and to direct the provision of care on the unit.

Bargaining unit nurses are not expected to be responsible for supervisory functions with respect to other employees, including, but not limited to, hire, transfer, suspend, layoff, recall, promote, discharge, reward or discipline, adjust their employment grievances, independently evaluate other employees, or otherwise responsibly direct other employees with respect to their employment with the Medical Center. Routine monitoring, clinical guidance, providing written and/or oral input for evaluation of other employees' performance, and professional direction of employees to whom bargaining unit nurses delegate nursing tasks or assign professional responsibilities will not be considered supervisory work.

Nothing in this provision relieves employees covered of their professional responsibility to deal with any person when professional judgment indicates the nurse's intervention. In the event of conflicting direction or instruction concerning patient care activities, the professional judgment and inherent authority of the registered nurse shall prevail to the extent not inconsistent with the direction of the supervisors of the registered nurse.

Section 4. Delegation of Nursing and Non-Nursing Activities.

No nurse shall be required or directed to delegate nursing activities to other personnel in a manner inconsistent with the Illinois Nurse Practice Act, the standards of the Joint Commission on Accreditation of Healthcare Organizations, the ANA Standards of Practice and the 2004 American Association of Critical Care Nurses “AACN Delegation Hand Book, 2nd Edition.” Consistent with the preceding sentence, the individual registered nurse has the autonomy to delegate, or not delegate, those aspects of nursing care she/he determines appropriate based on her or his assessment.

Section 5. Staffing.

The parties agree to cooperate in an effort to ensure an appropriate relationship between patient care needs and staffing levels. These matters shall be appropriate subjects for the Nurse Care Committee. The assignment of a patient to a registered nurse for any of the following purposes shall constitute an assignment for the purposes of determining staffing patterns: complete care of the patient; initial assessment of the patient upon admission; determination of and evaluation of the progress of patient problems (nursing diagnosis); ongoing physical assessments; planning for patient discharge; evaluation of patient problem resolution; assessment after a change in patient condition; or assessment of the need for patient referrals.

- a) The parties agree that the unit charge nurse, in the absence of the Patient Care Director/nurse manager, will be responsible for the determination of the acuity of the patients, the evaluation of the appropriate admissions to the unit and the number of registered nurses and ancillary staff needed to provide care to the unit’s patients. Utilizing the *UIMCC Department of Nursing Modified Synergy Level of Acuity Tool* (“MSLAT”) developed by the Employer and the Association, the charge nurse, in the absence of the Patient Care Director/nurse manager, shall make ongoing assessments of the unit’s acuity and the nursing staff required. The charge nurse in consultation with the unit Patient Care Director/nurse manager and the Nursing Resource Office shall review the availability of staff for the next shift. The charge nurse will then make appropriate assignments for the oncoming shift based upon the available staff.

In the event that the number of available staff for the oncoming shift is inadequate to meet the unit’s need for staff pursuant to the MSLAT(defined as the need for the equivalent of an additional one(1) or more registered nurses) the following shall occur:

1. The charge nurse shall notify the Patient Care Director/nurse manager or in her/his absence the Nursing Resource Supervisor on duty of the situation.
2. The charge nurse will indicate on the Shift Assessment Form the staffing level and turn the form into the unit Patient Care Director/nurse manager.

3. The charge nurse will modify her/his assignment to attempt to accommodate the patient care needs.
 4. Effective August 27, 2006, all nurses working on the unit (or mod/wing) will be paid an Increased Acuity Differential of \$3.00 per hour for each hour worked (inclusive of the initial two (2) hours) during the period in which staffing is inconsistent with MSLAT if the following are met: this staffing situation exists for two (2) or more hours; the conditions set forth in 1, 2 and 3 above have been met; and the charge nurse's assignment renders the unit noncompliant with Article XII, Section 5(b).
 5. If the staffing situation is the result of a "hole in the schedule" and existed more than 72 hours before the start of the shift, all nurses on the unit (or mod/wing) will be paid time and a half for each hour worked (inclusive of the initial two (2) hours) in lieu of the Increased Acuity Differential during the period of staffing inconsistency with MSLAT if the following are met: this staffing situation exists for two or more hours; the conditions set forth in 1, 2, and 3 above have been met; and the charge nurse's assignment renders the unit noncompliant with Article XII, Section 5(b).
 6. A copy of the Shift Assessment Form will be forwarded to the next Nurse Care Committee meeting. The Committee will review the form and use the information obtained to make appropriate recommendations for improvements in staffing.
- b) Charge nurses will carry a direct patient care assignment of either: None (no assigned patients); Half (an assignment half or less than the usual patient assignment); or Modified (the "lightest" assignment on the unit) according to the following table:

UNIT	7 am- 3 pm	3 pm-11 pm	11 pm-7am	Weekend Holidays
NSICU	None	None	None	None
CCU	None	None 3p/Half 7p	Half	Half
MICU	None	Half	Half	Half
7WT	None	Half	Half	Half
8WSC	Modified	Modified	Modified	Modified
8WOBS	None	None 3p/Half 7p	Modified	Modified
6WSD	None	None	Half*	Half*
6ESD	None	None	Half	Half
Surgical Oncology	Modified	Modified	Modified	Modified
Medical Oncology	Half	Half	Modified	Modified
7WGI	None	None	Modified	Modified
7E	None	None	None	None
Ortho/Rehab	Modified	Modified	Modified	Modified
PICU/SD	None	None	Modified	Modified
Pediatrics	None	None	Modified	Modified

NNICU	None	None	None	None
ICN	Half	Half	Half	Half
Labor and Delivery	Half	Half	Half	Half
Mother/Baby	None	None	Half	Half
Adult Psych	None	Modified	Modified	Modified
Adolescent Psych	Modified	Modified	Modified	Modified
ER	None	None	None	None
OR	None	None		
PACU	Half	Modified		
Surgicenter	Modified	Modified		

* During the period that the charge nurse must directly observe the telemetry monitor, the charge nurse assignment will be "None" and Article XII Section 5a(1) shall not apply.

The unit charge nurse assignments may be further modified given the following deviations from normal unit activity: changes in acuity, census, patient turnover, or the absence of clerical assistance.

Section 6. Nurse Care Committee.

A Nurse Care Committee shall be maintained by the Employer and shall meet at least ten times per year and as needed. The purpose of the committee is to discuss and improve nursing practices, including patient care and staffing and to address nurses' concerns about staffing. The committee may develop other objectives to review by the Employer and the Illinois Nurses Association.

Four staff nurse representatives shall be selected by the Illinois Nurses Association, University of Illinois Local Unit. Committee representatives shall be in pay status at their regular straight time rate of pay. Four (4) representatives will be appointed by the Employer. Bargaining unit staff and their designated supervisor will attend as needed in an ad hoc capacity. The INA Local Unit staff representative shall attend as a non-voting member.

The committee shall make recommendations for changes in unit staffing guidelines based upon changes in volume, acuity, the complexity of care required, or from findings established from Shift Assessment Forms submitted. The committee shall review annually the following items: budgeted nursing care hours for each inpatient unit; ambulatory center projected daily visits; nurse to patient staffing guidelines for all inpatient areas; and current acuity measures in use. The parties agree to initiate implementation of Article XII, Section 5 within 60 days of full execution of the contract and agree to full implementation before August 27, 2006.

Recommendations shall be reached by a simple majority of the eight (8) voting members. Neither the Employer nor the Association shall unreasonably reject the committee's recommendations. The Committee does not have the authority to modify the existing collective bargaining agreement or to negotiate over terms and conditions of employment. The Association does not waive its right to grieve any provision of the Collective Bargaining Agreement.

Resource documents of the Committee shall include, but are not limited to: JCAHO standards, the Illinois Hospital Licensing Act, relevant professional organization guidelines, staff

input, past and present in-house guidelines, expert opinion and current nursing research literature.

Section 7. Staff Development.

- a) The Employer will attempt to maintain a division within its Hospital (Office of Practice Advancement), delegating to it the primary responsibility for developing position related knowledge and skills of personnel assigned to the department.
- b) The Employer will develop a list of in-patient and ambulatory clinical units and will designate a Staff Nurse II for each unit to serve as a resource person to the nursing personnel of that unit. A Registered Nurse holding a Staff Nurse II position must work at least 80% time in order to retain the position. RNs who, as of 11-28-95 hold a SN II position but work less than 80% time shall be exempted from this requirement.
- c) Orientation of employees in classes covered herein, and of other employees working with or under the direction of incumbent employees represented herein, affects the workload and work performance of such incumbent employees. Therefore, Employer will afford learning opportunities to attain at least minimal performance expectations of the respective classes. Insofar as possible, this will be done without diverting staff time from essential patient care, but it does not relieve employees covered herein of responsibility for training and performance of employees under them.

Section 8. Consultation (Methods and Procedures).

- a) An Association Professional Nurses Council shall meet with the Chief Nursing Officer and his/her appointed representatives from Nursing Administration and Continuing Learning and Professional Development on a regular basis (but not more often than once a month save in an unforeseen situation) and consult for the purpose of improving nursing care through implementation of Standards of Nursing Practice. The Council and the Chief Nursing Officer may have present, and make use of, resource persons in the meetings. The Council will assist Nursing Administration in the analysis of existing situations, policies, procedures and practice. The Chief Nursing Officer and the Council will develop methods and procedures for frequency of time of meetings, agenda, calling of emergency 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. Up to ten (10) committee representatives may be in pay status at their regular straight time rate of pay, for up to two (2) hours for each meeting per month. If an employee is scheduled on the day of the meeting, supervisors and employees will facilitate scheduling to accommodate the time off the unit.

- b) Directors of Patient Care Services, or their substitutes and appropriate immediate supervisors, shall consult together regularly regarding patient care, staffing, and unit conditions. This consultative process shall include patient rounds where appropriate.

ARTICLE XIII IN-HOUSE REGISTRY

Section 1. Purpose and Definition.

The Parties hereto agree that the Employer will implement an In-House Registry (Flex Team) for the purpose of improving staffing, especially on late shifts and weekends, for the mutual benefit of patients, nursing staff and the Medical Center.

- a) In-House Registry nurses shall be Extra-Help Appointees as defined in State Universities Civil Service Statute and Rules (Rule 250.70g), and shall be classified as Staff Nurses I or Health Utilization Review Coordinators II and shall be bargaining unit members.
- b) This Agreement is applicable to In-House Registry nurses with the following exceptions: Article IV, Wages, Sections 2 and 4; Article V, Benefits, Sections 5, 6 and 9 and Article XI Seniority. Weekend scheduling, as covered in Article VI, Work Rules and Conditions, Section 5(d) shall not apply; payment for weekend differential as covered in Article IV, Section 10 shall apply to In-House Registry nurses.
- c) Overtime shall be paid for over twelve (12) hours in a day or forty (40) hours in a work period. (Deviation from Policy and Rules.) A nurse shall not be required to work more than his/her regularly scheduled hours. In-House Registry employees may work eight (8) hour or twelve (12) hour shifts and shall not be required to work more than their prescheduled hours. In-House Registry employees shall be notified a minimum of two (2) hours before the cancellation of a shift. In-House Registry nurses canceled with less than two (2) hours' notice shall be offered a minimum of four (4) hours' work or the option to leave without pay.
- d) In-House Registry nurses will receive shift differential, overtime, charge differential, weekend differential, and holiday work premium where applicable.
- e) In-House Registry nurses will work a minimum of two (2) shifts in each two (2) pay periods. In-House Registry nurses can be exempt from minimum working requirements for a period up to six (6) weeks per year provided that written request is done two (2) weeks in advance of the desire exemption period. Work is not to exceed eighty (80) hours per two (2) pay periods except in cases of urgent need.

In-House Registry nurses will give availability to the Nursing Resources Office for one (1) winter holiday by September 1 and one (1) summer holiday by April 1. Overall availability and hours worked will amount to 50% of hours on weekends, off shifts and holidays. Preference for available hours will be given to status bargaining unit nurses, including Float Team, over Flex Team.

If work is to exceed eighty (80) hours per two (2) pay periods, flex nurses will be assigned only if status employees are not available.

- f) The Employer may establish in its discretion opportunities for temporary, short-term assignments in clinics, diagnostic labs and in-patient units, which will be communicated to the Nursing Resource Office. These opportunities will be posted on Mondays in the Nursing Resource Office and in the unit with the need. The establishment of short-term assignments shall be limited to the following short-term needs:
1. An extended absence due to illness or Family Medical Leave for the length of the absence;
 2. A recently created vacant position, limited to five (5) months from the time the vacancy was created;
 3. Medical disability and/or personal leave for a period of up to one (1) year; and
 4. Military leave.

(Deviation from Policy and Rules.)

These assignments will first be offered to status employees who respond to the posting and will work the assignment as extra-straight time employees. If no status employees respond within 48 hours, the assignment will then be offered to flex employees.

During this short-term assignment, the 50% off shift, eighty (80) hours per two (2) pay periods, weekend and holiday requirement will be waived. In no case will an assignment violate the 900 hours extra-help limitation of State Universities Civil Services System Statute and Rules.

An employee(s) may request a lesser percentage than the posted assignment and may be granted a partial assignment with the consent of the supervisor. An employee accepting a short-term assignment for an employee who is absent will assume the shift, including rotation if applicable, weekend and holiday work of the employee who is absent.

- g) Orientation shall be equivalent in scope and effectiveness to that provided status employees but not necessarily having the same time period or time frame. Orientation shall be such that the employee can safely perform independently. New employees will have a minimum of one (1) full day of CORE orientation

that includes medication administration. Each nurse shall choose to practice in one of the following clinical areas:

- (1) Adult Med/Surg, which includes Adult Ambulatory Services,
- (2) Adult Critical Care, which includes Stepdown units, 8WOBS and 8WSC (BMTU),
- (3) Pediatric Critical Care, which includes 5WPEDS, PICU, PEDS Stepdown, NNICU, ICN and Observation Nursery,
- (4) OR, RR, and Surgi-Center,
- (5) L&D APSD and M/B and Observation Nursery,
- (6) Adolescent Psychiatry, Adult Psychiatry and Outpatient Psychiatry Clinic,
- (7) EMSV,
- (8) General Pediatrics, which includes 5WPEDS, PEDS Stepdown, and PEDS Ambulatory Services,
- (9) Oncology, which includes Medical Oncology, Surgical Oncology, 8WSC (BMTU), and Ambulatory Oncology Services,
- (10) NNICU/ ICN/Observation Nursery,
- (11) OR,
- (12) Diagnostic Services,
- (13) Patient Care Coordination (HURC II).

A nurse may volunteer to be oriented to and work additional clinical units, selected by the nurse, in addition to her/his chosen clinical area.

Whenever a significant change occurs in a clinical unit's operations or patient population, the NCC shall designate by consensus the member units of clinical areas. A nurse may not refuse assignment to an area to which he/she has been oriented.

- h) The Association will designate an individual to represent it on matters concerning the Registry and any time required shall be without loss of pay. To the extent possible, In-House Registry scheduling will be done one (1) week in advance and there will be no adverse effect on In-House Registry nurses who are unavailable when less notice is given. Subject to availability limitations, In-House Registry nurses will be scheduled or called from rotation lists so that individuals may be as informed as possible about work opportunities.
- i) Status bargaining unit employees will have first option to apply for the In-House Registry. Once accepted for Extra Help employment they must resign their status positions. The Employer will continue to give preference for available work to status bargaining unit employees.

Section 2. Employment Status.

Additional information made available during the hiring process, that further explains the conditions of employment for In-House Registry nurses includes:

- (a) Extra Help employees may not work a fixed schedule.
- (b) Flex Team members must work a minimum of sixteen (16) hours per month.
- (c) A minimum of 50% of the shifts for each Flex Team member must be weekend, evening or night shifts.
- (d) Flex Team members can be exempt from minimum working requirements for a period up to six (6) weeks per year provided that written request is submitted two (2) weeks in advance.
- (e) Flex Team members receive no benefits (consistent with Extra Help appointments).
- (f) Extra Help employees upon reaching nine hundred (900) hours of accumulated employment cannot resume employment in any extra help capacity until thirty (30) calendar days have elapsed.
- (g) Extra Help employees who held status appointments and who are interested in returning to status appointments may have their previous seniority restored if request is made by the employee within six (6) months following the date their status appointment ended.
- (h) Overtime will be paid for hours worked in excess of twelve (12) in a day or forty (40) in a week.

Section 3. Qualifications.

The qualification for an In-House Registry nurse shall include current license in the State of Illinois and at least six (6) months in an acute care setting within the last two (2) years.

Section 4. Wages

Effective August 28, 2005, In-House Registry nurses in orientation will be paid thirty-nine dollars (\$39) per hour; In-House Registry nurses post-orientation will be paid at the rate of forty-four dollars (\$44) per hour. Effective August 27, 2006, In-House Registry nurses in orientation will be paid forty-one dollars (\$41) per hour; In-House Registry nurses post-orientation will be paid at the rate of forty-six dollars (\$46) per hour. Effective August 26, 2007,

In-House Registry nurses in orientation will be paid forty-three dollars (\$43) per hour; In-House Registry nurses post-orientation will be paid at the rate of forty-eight dollars (\$48) per hour.

Section 5. Premium In-House Registry.

Premium In-House Registry nurses will be paid a bonus premium of five dollars (\$5.00) per hour. In order to be eligible for Premium In-House Registry, employees must commit to working the following: four (4) shifts per posted schedule on weekend evening or weekend night shifts. All four (4) shifts must be worked by the employee in order to receive payment unless the Employer cancels one or more of the shifts. If the Employee cancels or does not commit to working four (4) weekend evening or weekend night shifts, the Employee will be paid as set forth in Section 4. If the Employer cancels, the Employee will be paid as set forth in this Section 5 for all shifts that are worked. For purposes of this Section only, weekends will be defined as Friday, Saturday or Sunday. If Premium In-House Registry nurses choose to work shifts other than weekend evening or weekend night shifts, such shifts shall be compensated as set forth in Section 4.

Section 6. Bonus Premium.

In-House Registry nurses working in areas experiencing significant and sustained staffing shortages, as defined by the Chief Nursing Officer or designee, will be eligible for a bonus premium for the period in which the shortage exists, also to include short-term assignments. Effective August 28, 2005, eligible employees will receive an additional five dollars (\$5.00) per hour for shifts worked during the shortage period as determined by the Chief Nursing Officer or designee.

**ARTICLE XIV
FLEXIBLE SCHEDULING PROGRAM**

Section 1. Purpose and Definition.

The Employer will continue the Flexible Scheduling Program as contained herein. The purpose of this program is twofold: (1) to increase the recruitment and retention of Registered Nurses by increasing work scheduling options and providing viable staffing patterns; and 2) to improve the quality of patient care by facilitating the implementation of primary nursing. The program shall consist of a twelve (12) hour/eight (8) hour flexible scheduling plan which will function as follows:

(a) 12-Hour/8-Hour Plan.

1. The work shift shall consist of either twelve and one-half (12½) consecutive hours including one-half (½) hour of unpaid mealtime, or eight and one-half (8½) consecutive hours including one-half (½) hour of unpaid meal time.

2. Overtime shall be paid for over twelve (12) hours in a day or for over forty (40) hours in a work period. (Deviation from Policy and Rules.)
3. A Nurse shall not be required to work more than her/his regularly scheduled hours.
4. Benefits are to be calculated on a maximum of forty (40) hours per work period.
5. Seniority is to be calculated on a maximum of forty (40) hours per work period.
6. Schedules shall not exceed three (3) twelve (12) hour days or two (2) twelve (12) hour and two (2) eight (8) hour days in a work period.
7. There shall be a minimum of two (2) days of rest in seven (7) unless otherwise requested by the employee and agreed to by the Employer.
8. Employees will not be required to work more than four (4) consecutive days 12-12-8-8 or 12-12-12-4 or more than three consecutive twelve (12) hour days.
9. The Employee will choose one (1) scheduling pattern from the following:

SCHEDULING PATTERNS

<u>%</u>	<u>Week 1</u>	<u>Week 2</u>
100%	(a) 12-12-8-8 (b) 12-12-12-4	(a) 12-12-8-8 (b) 12-12-12-4
95%	12-12-8-8	12-12-12
90%	(a) 12-12-12 (b) 12-12-8	(a) 12-12-12 (b) 12-12-8-8
85%	12-12-8	12-12-12
80%	12-12-8	12-12-8
75%	12-12-12	12-12
70%	12-12-8	12-12
65%	12-8	12-12-8

60%	12-12	12-12
55%	12-12	12-8
50%	12-8	12-8

Deviations to the above may be scheduled based on mutual agreement. Such deviations shall consist of combinations of twelve (12) hour, eight (8) hour and four (4) hour shifts, with scheduled hours not to exceed forty (40) hours in one week.

10. 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 Agreement. Each employee shall be eligible for holiday time based on the percent status appointment. Whenever the holiday pay is less than the length of the assigned flexible schedule shift, the employee will have the option of using vacation time to equal an entire day off. If work is required on the holiday each employee shall be paid time and one-half (1½) for all hours worked on the holiday.

(c) Participation

All units and Flex, Float and PICC teams, which operate for more than twelve (12) hours a day will participate in the Flexible Schedule Program. Any employee may volunteer to participate in the Flexible Schedule Program as follows:

- 1) An employee may apply to transfer into a vacant flexible schedule position approved for filling. Flexible schedule positions approved for filling will be posted in a designated area by classification. 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; or
- 2) An employee may request that her/his current position be converted to a flexible schedule position or may request to change her/his approved scheduling pattern. Such requests will be approved when the employee requests a flexible scheduling pattern that complements or matches with another employee in that unit.

- 3) For employees who do not receive approval under paragraphs 1 or 2, the Employer may temporarily deny an employee's participation in the Flexible Scheduling Program based on operational needs. No such denial, however, shall be unreasonable.
- 4) For employees who enter the Flexible Schedule Program after May 17, 2000, flexible schedule patterns will be reviewed on an on going basis and may be temporarily altered to adjust for leaves of absence, resignations or other similar events. Such change must be reasonable and only instituted after other alternatives, such as short-term assignments or volunteers, have been utilized. However, an individual employee's flexible scheduling pattern may only be changed once every six (6) months. No employee participating in the Flexible Schedule Program, as of May 17, 2000, may have her/his scheduled pattern altered, unless agreed to by the employee.

(d) Ten-Hour Day - Outpatient Dialysis, Mile Square and PV Lab

- 1) Only nurses in Outpatient Dialysis, Mile Square and PV Lab who are working a ten(10)-hour schedule as of August 28, 2005, will be eligible to continue working a ten-hour schedule.
- 2) The work shift shall consist of ten and one-half (10½) consecutive hours including one-half (½) hour unpaid meal period.
- 3) Overtime shall be paid for all nurses in excess of ten (10) hours in a workday or forty (40) hours in a workweek.
- 4) Evening shift differential shall be paid for any shift commencing at or after 10:00 a.m. Such differential shall be paid for all hours contained in a shift.
- 5) Nurses will not be required to work more than four (4) consecutive days.
- 6) Nurses shall receive two (2) twenty (20) minute breaks, one (1) in each half shift. A nurse may add one (1) break with the thirty (30) minute meal period.
- 7) Each nurse shall be eligible for holiday time based on that nurse's percent status. If the nurse is required to work on the holiday, he/she shall be paid time and one-half (1½) for all hours worked.
- 8) Each nurse shall be eligible to accumulate sick and vacation time based on that nurse's percent status. A nurse may utilize sick and vacation time in increments up to but not exceeding ten (10) hours/day.

(e) Clinics

Based on mutual agreement a nurse may choose to work a schedule with a combination of eight (8) hours or less than eight (8) hours, provided there is a minimum of four (4) hours of work per shift.

**ARTICLE XV
DUES DEDUCTION AND FAIR SHARE**

Section 1. Dues Deduction.

Upon receipt of a written and signed authorization card of an employee, the Employer shall deduct the amount of Association dues and initiation fee, if any, set forth in such card and any authorized increase therein, and shall remit such deductions bimonthly (twice each month) to the Association at the address designated by the Association in accordance with the laws of the State of Illinois. The Association shall advise the Employer of any increases in dues, in writing, at least thirty (30) days prior to its effective date.

Section 2. Fair Share.

Pursuant to 115 ILCS 5/11, the parties agree that as of the date of the signing hereof if a majority of the members of the bargaining unit recognized hereby have voluntarily authorized a deduction under Section 1 of this ARTICLE, or if the Association otherwise demonstrates and verifies to the Employer's satisfaction in a manner acceptable to the Employer that such majority of the members of said unit are dues-paying members of the Association at the time, non-Association members employed in the unit, who choose not to become members within thirty (30) calendar days of employment or thirty (30) days of the signing hereof shall be required to pay a Fair Share Fee not to exceed the amount of dues uniformly required of members. Such Fair Share Fee shall be deducted from the employee's paycheck. Such involuntary deduction shall remain in effect for the duration of this Labor Agreement unless said amount is changed by the Association with thirty (30) days; written notice to the Employer or by action of the I.E.L.R.B. Such involuntary deductions shall be forwarded to the Association along with the deductions provided for in Section 1 of this ARTICLE.

Section 3.

The Employer and the Association are both cognizant of the provisions of the Illinois Educational Labor Relations Act and Rules promulgated by the I.E.L.R.B. which deal with Fair Share Fees. The Act and these Rules as may be amended from time to time are incorporated in this Agreement by reference and the Employer and the Association agree to comply with and abide by all provisions of the Act and said Fair Share Rules.

Section 4.

In the event that any employee covered hereby is precluded from making a Fair Share involuntary contribution as required by Section 2 hereof on account of bona fide religious tenets or teachings of a church or religious body of which that employee is a member, that employee shall have the right to refuse to allow said involuntary deduction, provided, however, that said right to refuse shall continue only so long as the employee makes contributions at least equal in amount to the Fair Share Fee amount to a nonreligious charitable organization mutually agreed upon by the employee so refusing and the Association. For this purpose, the Association shall certify to the Employer the names of all employees covered hereby who are relieved of the obligation to pay a Fair Share Fee by virtue of this Section; and it shall be the sole obligation of the Association to verify that the contributions contemplated hereby have actually been made and that said employees are not subject to a Fair Share Fee involuntary deduction. The employee shall, on a monthly basis, furnish satisfactory evidence to the Association that such payment has been made.

Section 5.

The Association shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit, cost, expense, or any other form of liability, including attorney's fees and costs arising from or incurred as a result of any act taken or not taken by the Employer, its members, officers, agents, employees or representatives, in complying with or carrying out the provisions of this ARTICLE or in reliance on any notice, letter, or authorization forwarded to the Employer by the Association pursuant to this ARTICLE; and including any charge that the Employer failed to discharge any duty owed to its employees arising out of the Fair Share deduction; provided however, the Association shall not be obligated to indemnify the Employer to the extent that any damages occur as a result of the Employer's negligence. The Employer shall immediately inform the Association of any appeals or legal actions regarding this ARTICLE.

Section 6.

Nothing contained herein shall require the Employer to take any action to collect any Fair Share Fee from any employee in any given pay period except to the extent that such employee earns wages from the Employer in that period.

Section 7.

In the event that all or any part of the I.E.L.R.B. Rules referred to in Section 3 of this ARTICLE lapse or become inoperative for any reason, then the parties agree that said Rule or Rules will become inoperative in this contract and the parties shall then commence to negotiate substitute appropriate Fair Share provision(s) to this ARTICLE. Unless otherwise prohibited by law, the Employer shall continue Fair Share payroll deductions during the negotiation process.

ARTICLE XVI
HEALTH CARE UTILIZATION REVIEW COORDINATOR II

This Agreement is applicable to employees in the HURC II classification, except for those provisions that are inconsistent with the following terms and conditions:

The HURC II classification will be salaried and exempt from the overtime provisions of the Fair Labor Standards Act and this contract. Additional work hours for the HURC II classification beyond normally anticipated hours will be governed as follows: (1) the unit manager shall make an equitable change to the affected employee's subsequent schedule, when the employee works additional hours as a result of unusual incidents; or (2) consistent, substantial, additional hours shall result in additional straight time pay for each additional hour of work. Additional work hours must be approved by the unit manager before work is performed.

The salary range for the HURC II classification is set forth in Appendix "A."

Each HURC II will be placed on the scale according to his or her years of nursing experience, as defined in Article IV, Section 4(c). No employee shall suffer a decrease in step placement or a decrease in salary as a result of placement on the HURC II scale. Employees will advance to the next highest step on the scale annually on the employee's anniversary date. However, an employee whose individual rate exceeds the maximum for his or her step on the HURC II scale shall be red-circled until the rate catches up or exceeds the employee's salary.

ARTICLE XVII
SEPARABILITY ARTICLE

Should any provision of this Agreement be ruled illegal by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect for its duration and the parties shall meet to renegotiate the illegal provision(s).

ARTICLE XVIII
PERIOD COVERED, MUTUALLY AGREED 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., August 28, 2005, and it shall remain in full force and effect through the completion of the last shift beginning prior to 12:00 (midnight), August 23, 2008. Notwithstanding anything to the contrary herein, this Agreement and all the terms and conditions hereof shall automatically be renewed thereafter from year to year unless either party notifies the other, in writing, at least sixty (60) days prior to its expiration date of a desire to modify or terminate it, in which event negotiations will be undertaken without undue delay.

Section 2. Mutually Agreed 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 3. 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 _____ 2005.

ILLINOIS NURSES ASSOCIATION

THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS

BY: _____
Illinois Nurses Association

BY: _____
Comptroller

ATTEST: _____
Secretary

Negotiating Committee

APPROVED: _____
Associate Vice President for
Administration and Human
Resources

Negotiating Committee

Negotiating Committee

Vice Chancellor for
Administration

Negotiating Committee

Legal Counsel and Chief
Negotiator

Negotiating Committee

Negotiating Committee

APPROVED AS TO LEGAL FORM

Negotiating Committee

University Counsel

Negotiating Committee

Date

Negotiating Committee

APPENDIX "A"
TO THE AGREEMENT BETWEEN
ILLINOIS NURSES ASSOCIATION
AND
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

SALARY RANGES FIRST CONTRACT YEAR
EFFECTIVE AUGUST 28, 2005 THROUGH AUGUST 26, 2006

- DIPLOMA -

STEPS*	<u>STAFF NURSE I</u>		<u>STAFF NURSE II</u> <u>ADMINISTRATIVE NURSE I</u>	
	Hourly	Annual**	Hourly	Annual**
A	\$24.13	\$50,190	\$25.58	\$53,202
B	\$25.00	\$52,000	\$26.50	\$55,120
C	\$25.90	\$53,872	\$27.45	\$57,104
D	\$26.84	\$55,827	\$28.45	\$59,177
E	\$27.80	\$57,824	\$29.47	\$61,293
F	\$28.80	\$59,904	\$30.53	\$63,498
G	\$29.84	\$62,067	\$31.63	\$65,791
H	\$30.91	\$64,293	\$32.76	\$68,150
I	\$32.03	\$66,622	\$33.95	\$70,620
J	\$33.18	\$69,014	\$35.17	\$73,155
K	\$34.37	\$71,490	\$36.43	\$75,779
L	\$35.61	\$74,069	\$37.75	\$78,513
M	\$36.89	\$76,731	\$39.10	\$81,335
N	\$38.46	\$79,997	\$40.77	\$84,797
O	\$40.19	\$83,595	\$42.60	\$88,611

* Article IV, Section 2 determine placement of employees on Steps hired prior to 8/27/05; Article IV, Section 4(C) determine placement of employee(s) on Steps hired on or after 8/27/05

** Annual Rate based on 2080 hours/year

*** In House Registry Rates: Orientation - \$39; Post-Orientation - \$44

APPENDIX "A"
TO THE AGREEMENT BETWEEN
ILLINOIS NURSES ASSOCIATION
AND
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

SALARY RANGES FIRST CONTRACT YEAR
EFFECTIVE AUGUST 28, 2005 THROUGH AUGUST 26, 2006

- BACHELOR'S DEGREE -

STEPS*	<u>STAFF NURSE I</u>		<u>STAFF NURSE II</u> <u>ADMINISTRATIVE NURSE I</u>	
	Hourly	Annual**	Hourly	Annual**
A	\$25.14	\$52,291	\$26.65	\$55,429
B	\$26.05	\$54,184	\$27.61	\$57,435
C	\$26.98	\$56,118	\$28.60	\$59,486
D	\$27.95	\$58,136	\$29.63	\$61,624
E	\$28.96	\$60,237	\$30.70	\$63,851
F	\$30.00	\$62,400	\$31.80	\$66,144
G	\$31.08	\$64,646	\$32.94	\$68,525
H	\$32.20	\$66,976	\$34.13	\$70,995
I	\$33.36	\$69,389	\$35.36	\$73,552
J	\$34.56	\$71,885	\$36.63	\$76,198
K	\$35.81	\$74,485	\$37.96	\$78,954
L	\$37.10	\$77,168	\$39.33	\$81,798
M	\$38.43	\$79,934	\$40.74	\$84,730
N	\$40.06	\$83,325	\$42.46	\$88,324
O	\$41.87	\$87,090	\$44.38	\$92,315

* Article IV, Section 2 determine placement of employees on Steps hired prior to 8/27/05; Article IV, Section 4(C) determine placement of employee(s) on Steps hired on or after 8/27/05

** Annual Rate based on 2080 hours/year

*** In House Registry Rates: Orientation - \$39; Post-Orientation - \$44

APPENDIX "A"
TO THE AGREEMENT BETWEEN
ILLINOIS NURSES ASSOCIATION
AND
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

SALARY RANGES FIRST CONTRACT YEAR
EFFECTIVE AUGUST 28, 2005 THROUGH AUGUST 26, 2006

- MASTERS' DEGREE -

STEPS*	<u>STAFF NURSE I</u>		<u>STAFF NURSE II</u> <u>ADMINISTRATIVE NURSE I</u>	
	Hourly	Annual**	Hourly	Annual**
A	\$26.52	\$55,162	\$28.11	\$58,471
B	\$27.47	\$57,147	\$29.12	\$60,576
C	\$28.46	\$59,205	\$30.17	\$62,757
D	\$29.49	\$61,336	\$31.26	\$65,016
E	\$30.55	\$63,544	\$32.38	\$67,357
F	\$31.65	\$65,832	\$33.55	\$69,782
G	\$32.79	\$68,202	\$34.75	\$72,294
H	\$33.97	\$70,657	\$36.01	\$74,896
I	\$35.19	\$73,201	\$37.30	\$77,593
J	\$36.46	\$75,836	\$38.65	\$80,386
K	\$37.77	\$78,566	\$40.04	\$83,280
L	\$39.13	\$81,394	\$41.48	\$86,278
M	\$40.54	\$84,325	\$42.97	\$89,384
N	\$42.26	\$87,908	\$44.80	\$93,183
O	\$44.17	\$91,864	\$46.82	\$97,376

* Article IV, Section 2 determine placement of employees on Steps hired prior to 8/27/05; Article IV, Section 4(C) determine placement of employee(s) on Steps hired on or after 8/27/05

** Annual Rate based on 2080 hours/year

*** In House Registry Rates: Orientation - \$39; Post-Orientation - \$44

APPENDIX "A"
TO THE AGREEMENT BETWEEN
ILLINOIS NURSES ASSOCIATION
AND
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

SALARY RANGES SECOND CONTRACT YEAR – 3%
EFFECTIVE AUGUST 27, 2006 THROUGH AUGUST 25, 2007

- DIPLOMA -

STEPS*	<u>STAFF NURSE I</u>		<u>STAFF NURSE II</u> <u>ADMINISTRATIVE NURSE I</u>	
	Hourly	Annual**	Hourly	Annual**
A	\$24.85	\$51,696	\$26.35	\$54,798
B	\$25.75	\$53,560	\$27.30	\$56,744
C	\$26.68	\$55,488	\$28.28	\$58,817
D	\$27.65	\$57,502	\$29.30	\$60,952
E	\$28.63	\$59,559	\$30.35	\$63,132
F	\$29.66	\$61,701	\$31.44	\$65,403
G	\$30.74	\$63,929	\$32.58	\$67,765
H	\$31.84	\$66,222	\$33.75	\$70,195
I	\$32.99	\$68,621	\$34.97	\$72,738
J	\$34.18	\$71,085	\$36.23	\$75,350
K	\$35.40	\$73,634	\$37.53	\$78,052
L	\$36.68	\$76,291	\$38.88	\$80,868
M	\$38.00	\$79,033	\$40.28	\$83,775
N	\$39.61	\$82,397	\$41.99	\$87,341
O	\$41.40	\$86,103	\$43.88	\$91,269

* Article IV, Section 2 determine placement of employees on Steps hired prior to 8/27/05; Article IV, Section 4(C) determine placement of employee(s) on Steps hired on or after 8/27/05

** Annual Rate based on 2080 hours/year

*** In House Registry Rates: Orientation - \$41; Post-Orientation - \$46

APPENDIX "A"
TO THE AGREEMENT BETWEEN
ILLINOIS NURSES ASSOCIATION
AND
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

SALARY RANGES SECOND CONTRACT YEAR – 3%
EFFECTIVE AUGUST 27, 2006 THROUGH AUGUST 25, 2007

- BACHELOR'S DEGREE -

STEPS*	<u>STAFF NURSE I</u>		<u>STAFF NURSE II</u> <u>ADMINISTRATIVE NURSE I</u>	
	Hourly	Annual**	Hourly	Annual**
A	\$25.89	\$53,860	\$27.45	\$57,092
B	\$26.83	\$55,810	\$28.44	\$59,158
C	\$27.79	\$57,802	\$29.46	\$61,270
D	\$28.79	\$59,880	\$30.52	\$63,473
E	\$29.83	\$62,044	\$31.62	\$65,767
F	\$30.90	\$64,272	\$32.75	\$68,128
G	\$32.01	\$66,586	\$33.93	\$70,581
H	\$33.17	\$68,985	\$35.16	\$73,124
I	\$34.36	\$71,470	\$36.42	\$75,759
J	\$35.60	\$74,041	\$37.73	\$78,484
K	\$36.88	\$76,719	\$39.10	\$81,323
L	\$38.21	\$79,483	\$40.51	\$84,252
M	\$39.58	\$82,332	\$41.96	\$87,272
N	\$41.26	\$85,825	\$43.74	\$90,974
O	\$43.13	\$89,702	\$45.71	\$95,084

* Article IV, Section 2 determine placement of employees on Steps hired prior to 8/27/05; Article IV, Section 4(C) determine placement of employee(s) on Steps hired on or after 8/27/05

** Annual Rate based on 2080 hours/year

*** In House Registry Rates: Orientation - \$41; Post-Orientation - \$46

APPENDIX "A"
TO THE AGREEMENT BETWEEN
ILLINOIS NURSES ASSOCIATION
AND
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

SALARY RANGES SECOND CONTRACT YEAR – 3%
EFFECTIVE AUGUST 27, 2006 THROUGH AUGUST 25, 2007

- MASTER'S DEGREE -

STEPS*	<u>STAFF NURSE I</u>		<u>STAFF NURSE II</u> <u>ADMINISTRATIVE NURSE I</u>	
	Hourly	Annual**	Hourly	Annual**
A	\$27.32	\$56,816	\$28.95	\$60,225
B	\$28.30	\$58,862	\$30.00	\$62,394
C	\$29.32	\$60,981	\$31.08	\$64,640
D	\$30.37	\$63,176	\$32.20	\$66,967
E	\$31.47	\$65,451	\$33.35	\$69,378
F	\$32.60	\$67,807	\$34.56	\$71,875
G	\$33.77	\$70,248	\$35.80	\$74,463
H	\$34.99	\$72,777	\$37.09	\$77,143
I	\$36.25	\$75,397	\$38.42	\$79,920
J	\$37.55	\$78,111	\$39.81	\$82,798
K	\$38.91	\$80,923	\$41.24	\$85,778
L	\$40.31	\$83,836	\$42.72	\$88,866
M	\$41.76	\$86,854	\$44.26	\$92,066
N	\$43.53	\$90,546	\$46.14	\$95,978
O	\$45.49	\$94,620	\$48.22	\$100,297

* Article IV, Section 2 determine placement of employees on Steps hired prior to 8/27/05; Article IV, Section 4(C) determine placement of employee(s) on Steps hired on or after 8/27/05

** Annual Rate based on 2080 hours/year

*** In House Registry Rates: Orientation - \$41; Post-Orientation - \$46

APPENDIX "A"
TO THE AGREEMENT BETWEEN
ILLINOIS NURSES ASSOCIATION
AND
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

SALARY RANGES THIRD CONTRACT YEAR – 3%
EFFECTIVE AUGUST 26, 2007 THROUGH AUGUST 24, 2008

- DIPLOMA -

STEPS*	<u>STAFF NURSE I</u>		<u>STAFF NURSE II</u> <u>ADMINISTRATIVE NURSE I</u>	
	Hourly	Annual**	Hourly	Annual**
A	\$25.60	\$53,247	\$27.14	\$56,442
B	\$26.52	\$55,167	\$28.11	\$58,477
C	\$27.48	\$57,153	\$29.13	\$60,582
D	\$28.47	\$59,227	\$30.18	\$62,781
E	\$29.49	\$61,345	\$31.26	\$65,026
F	\$30.55	\$63,552	\$32.39	\$67,365
G	\$31.66	\$65,847	\$33.56	\$69,798
H	\$32.79	\$68,208	\$34.76	\$72,301
I	\$33.98	\$70,680	\$36.02	\$74,920
J	\$35.20	\$73,217	\$37.31	\$77,610
K	\$36.46	\$75,843	\$38.65	\$80,394
L	\$37.78	\$78,580	\$40.05	\$83,294
M	\$39.14	\$81,404	\$41.48	\$86,288
N	\$40.80	\$84,869	\$43.25	\$89,961
O	\$42.64	\$88,686	\$45.20	\$94,007

* Article IV, Section 2 determine placement of employees on Steps hired prior to 8/27/05; Article IV, Section 4(C) determine placement of employee(s) on Steps hired on or after 8/27/05

** Annual Rate based on 2080 hours/year

*** In House Registry Rates: Orientation - \$43 Post-Orientation - \$48

APPENDIX "A"
TO THE AGREEMENT BETWEEN
ILLINOIS NURSES ASSOCIATION
AND
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

SALARY RANGES THIRD CONTRACT YEAR – 3%
EFFECTIVE AUGUST 28, 2007 THROUGH AUGUST 24, 2008

- BACHELOR'S DEGREE -

STEPS*	<u>STAFF NURSE I</u>		<u>STAFF NURSE II</u> <u>ADMINISTRATIVE NURSE I</u>	
	Hourly	Annual**	Hourly	Annual**
A	\$26.67	\$55,476	\$28.27	\$58,804
B	\$27.64	\$57,484	\$29.29	\$60,933
C	\$28.62	\$59,536	\$30.34	\$63,108
D	\$29.65	\$61,676	\$31.43	\$65,377
E	\$30.72	\$63,905	\$32.57	\$67,740
F	\$31.83	\$66,200	\$33.74	\$70,172
G	\$32.97	\$68,583	\$34.95	\$72,698
H	\$34.16	\$71,055	\$36.21	\$75,318
I	\$35.39	\$73,615	\$37.52	\$78,031
J	\$36.66	\$76,263	\$38.86	\$80,838
K	\$37.99	\$79,021	\$40.27	\$83,762
L	\$39.36	\$81,868	\$41.72	\$86,780
M	\$40.77	\$84,802	\$43.22	\$89,891
N	\$42.50	\$88,399	\$45.05	\$93,703
O	\$44.42	\$92,393	\$47.09	\$97,937

* Article IV, Section 2 determine placement of employees on Steps hired prior to 8/27/05; Article IV, Section 4(C) determine placement of employee(s) on Steps hired on or after 8/27/05

** Annual Rate based on 2080 hours/year

*** In House Registry Rates: Orientation - \$43; Post-Orientation - \$48

APPENDIX "A"
TO THE AGREEMENT BETWEEN
ILLINOIS NURSES ASSOCIATION
AND
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

SALARY RANGES THIRD CONTRACT YEAR – 3%
EFFECTIVE AUGUST 28, 2007 THROUGH AUGUST 24, 2008

- MASTER'S DEGREE -

STEPS*	<u>STAFF NURSE I</u>		<u>STAFF NURSE II</u> <u>ADMINISTRATIVE NURSE I</u>	
	Hourly	Annual**	Hourly	Annual**
A	\$28.14	\$58,521	\$29.82	\$62,032
B	\$29.15	\$60,628	\$30.90	\$64,265
C	\$30.20	\$62,810	\$32.01	\$66,579
D	\$31.28	\$65,071	\$33.16	\$68,976
E	\$32.41	\$67,414	\$34.36	\$71,459
F	\$33.58	\$69,841	\$35.59	\$74,031
G	\$34.79	\$72,355	\$36.87	\$76,697
H	\$36.04	\$74,960	\$38.20	\$79,458
I	\$37.34	\$77,659	\$39.58	\$82,318
J	\$38.68	\$80,454	\$41.00	\$85,282
K	\$40.07	\$83,351	\$42.48	\$88,352
L	\$41.52	\$86,351	\$44.01	\$91,532
M	\$43.01	\$89,460	\$45.59	\$94,827
N	\$44.84	\$93,262	\$47.53	\$98,858
O	\$46.86	\$97,459	\$49.67	\$103,306

* Article IV, Section 2 determine placement of employees on Steps hired prior to 8/27/05; Article IV, Section 4(C) determine placement of employee(s) on Steps hired on or after 8/27/05

** Annual Rate based on 2080 hours/year

*** In House Registry Rates: Orientation - \$43; Post-Orientation - \$48

**APPENDIX “A”
TO THE AGREEMENT BETWEEN
ILLINOIS NURSES’ ASSOCIATION
AND
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS
SALARY RANGES FOR
HEALTH CARE UTILIZATION REVIEW COORDINATOR II**

Effective August 28, 2005		Effective August 27, 2006		Effective August 26, 2007	
Steps		Steps		Steps	
A	\$53,884	A	\$55,501	A	\$57,166
B	\$55,824	B	\$57,499	B	\$59,233
C	\$57,833	C	\$59,568	C	\$61,356
D	\$59,915	D	\$61,713	D	\$63,564
E	\$62,072	E	\$63,935	E	\$65,853
F	\$64,307	F	\$66,236	F	\$68,233
G	\$66,622	G	\$68,621	G	\$70,679
H	\$69,021	H	\$71,091	H	\$73,224
I	\$71,505	I	\$73,650	I	\$75,860
J	\$74,079	J	\$76,302	J	\$78,591
K	\$76,746	K	\$79,049	K	\$81,420
L	\$79,509	L	\$81,894	L	\$84,351
M	\$82,371	M	\$84,843	M	\$87,388
N	\$85,872	N	\$88,448	N	\$91,102
O	\$89,737	O	\$92,429	O	\$95,201

* Article IV, Section 2 determine placement of employees on Steps hired prior to 8/27/05; Article IV, Section 4(C) determine placement of employee(s) on Steps hired on or after 8/27/05

** Annual Rate based on 2080 hours/year

*** In House Registry Rates: Orientation - \$43; Post-Orientation - \$48

UNIVERSITY OF ILLINOIS MEDICAL CENTER

Office of the Assistant Vice President
Human Resources
914 South Wood Street
Chicago, Illinois 60612

August 28, 2005

Ms. Cynthia LaFountain
Illinois Nurses Association
105 West Adams Street, Suite 2101
Chicago, Illinois 60603

Re: Magnet Designation

Dear Ms. LaFountain:

University of Illinois Medical Center at Chicago (UIMCC) and Illinois Nurses Association (INA) are mutually committed to a premier environment for nursing practice at UIMCC. As evidence of such commitment the parties agree to the following:

- (1) UIMCC and INA shall work collaboratively towards their common goal of achieving Magnet Designation for excellence in nursing care and standards of nursing practice at the Medical Center. The Medical Center and INA recognize that American Nurses Credentialing Center (ANCC) provides consumers with outstanding benchmarks of health care organizations that have a proven level of excellence in nursing care, and which serves to attract and retain quality employees. The Medical Center and INA are committed to promoting quality in an environment that supports professional nursing practice and will work to create and maintain an environment that reinforces collegial working relations and positive labor relations with the Medical Center. INA will assist the Medical Center, in achieving Magnet Designation and will endeavor to publicly support the Medical Center in this regard. INA agrees to use its best efforts to promote Magnet Designation for the Medical Center to the American Nurses Credentialing Center.
- (2) The INA will endeavor to publicly support capital expansion efforts and renovation of the Medical Center and its facilities as contemplated by any approved Certificate of Need.
- (3) The INA shall support the Medical Center in its Service and Operational Excellence efforts.

4. UIMCC and INA shall work collaboratively to develop a pay-for performance program for bargaining unit members that emphasizes improvements in the quality of care and measures and rewards positive outcomes. The parties shall seek to initiate a pilot program regarding same during the term of the current collective bargaining agreement.

Please execute one copy of this letter and return one to me for our files.

Sincerely,

Patricia Gill
Assistant Vice President for Human Resources

We agree to the contents of this letter.

Illinois Nurses Association

Date

UNIVERSITY OF ILLINOIS MEDICAL CENTER

Office of the Assistant Vice President
Human Resources
914 South Wood Street
Chicago, Illinois 60612

August 28, 2005

Ms. Cynthia LaFountain
Illinois Nurses Association
105 West Adams Street, Suite 2101
Chicago, Illinois 60603

Re: MSLAT

Dear Ms. LaFountain:

For the period of the collective bargaining agreement, the University of Illinois and the Illinois Nurses Association agree to the following terms relating to the implementation of the practice of making nurse: patient assignments. Modifications to any of the attachments may occur with majority consent of the Nursing Care Committee (NCC) (formerly the NPPCC). The NCC will also have the authority to enforce the parties' agreements relating to nurse: patient assignments.

1. Implementation
 - a. The parties have agreed to implement the common measure of acuity, the UIMCC Department of Nursing Modified Synergy Level of Acuity Tool (MSLAT) (attached)
 - b. The MSLAT will be used to determine and calculate the number of nurses necessary to care for the patients on a unit for a given shift
 - c. The charge nurse will have the responsibility to calculate the unit acuity and the number of nurses required to care for the patients using the Staffing Assessment Form (attached)
 - d. Charge Nurse and Unit Manager responsibilities will be outlined by the NCC
 - e. The unit manager will oversee the unit implementation and the correct usage of the MSLAT

2. Implementation Schedule: The order of unit implementation shall be as follows:
 - a. CICU; 8WOBS
 - b. 6WSD
 - c. MICU/6ESD
 - d. NSICU
 - e. 7th Floor
 - f. 8th Floor

- g. 5th Floor
 - h. 4th Floor
3. The NCC will meet to discuss the implementation of the staffing guidelines for use in the psychiatry, ED, OR, RR, L&D and surgicenter units.
 4. The NCC will review and address ongoing issues relating to the MSLAT and staffing plans including but not limited to:
 - a. The progress of rollout and implementation
 - b. The usefulness and desired modifications of MSLAT
 - c. The use of the shift assessment tool and its modifications
 - d. Review of recurrent unit specific staffing problems
 5. Attached documents
 - a. Synergy Model
 - b. Shift Assessment Tool

Please execute one copy of this letter and return one to me for our files.

Sincerely,

Patricia Gill
Assistant Vice President for Human Resources

We agree to the contents of this letter.

Illinois Nurses Association

Date

UNIVERSITY OF ILLINOIS MEDICAL CENTER

Office of the Assistant Vice President
Human Resources
715 South Wood Street
Chicago, Illinois 60612-7221

August 28, 2005

Ms. Cynthia LaFountain
Illinois Nurses Association
105 West Adams Street, Suite 2101
Chicago, Illinois 60603

Re: Extra-Help Employees

Dear Ms. LaFountain:

Notwithstanding the language contained in Article XIII of this Collective Bargaining Agreement, the parties mutually agree to the following:

1. Extra-Help Employees will be allowed to exceed nine hundred (900) hours of employment and will not be required to spend thirty (30) calendar days off upon reaching nine hundred (900) hours of employment.
2. This Side Letter of Agreement represents a deviation from the current limitation contained in the State Universities Civil Service System Statute and Rules.
3. The parties agree that this Side Letter of Agreement will be moot if the State Universities Civil Service System rejects the Employer's proposal for an exemption to the 900 hour extra-help rule.

Please execute one copy of this letter, and return one to me for our files.

Sincerely,

Patricia Gill
Assistant Vice President for Human Resources

We agree to the contents of this letter.

Illinois Nurses Association

Date

CH01/ 12444518.2