AGREEMENT

by and between the

ILLINOIS NURSES ASSOCIATION
RC-23

and the

ILLINOIS
DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

July 1, 2012 - June 30, 2015

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AGREEMENT

This Agreement is made and entered into this 1st day of July, 2012, by and between the Illinois Department of Central Management Services on behalf of Agencies, Boards and Commissions subject to Illinois Public Labor Relations Act, hereinafter referred to as the Employer, and the Illinois Nurses Association, hereinafter referred to as the Association, as representative of employees employed by the State of Illinois as set forth in Article I.

PURPOSE

It is the intent and purpose of the parties hereto to set forth the Agreement between them for the term hereof concerning rates of pay, wages, hours of employment, and other working conditions to be observed by them and the employees covered hereby and to promote harmonious relations between the parties and to establish an equitable and peaceful procedure for the resolution of differences, and to achieve full recognition for the value of employees and the vital and necessary work that they perform.

ARTICLE I

Recognition

Section 1. Bargaining Unit

The Employer recognizes the Association as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, working conditions and other conditions of employment for employees in the classifications described below and other such classifications as may be added in accordance with the provisions of this agreement.

Child Welfare Nurse Specialist
Corrections Nurse I
Corrections Nurse II
Health Facilities Surveillance Nurse
Registered Nurse I
Registered Nurse II
Nursing Act Assistant Coordinator
Registered Nurse – Advanced Practice

as contained in Case No. RC-23-OCB and Case No. S-RC-09-116, excluding confidential, supervisory and managerial employees and all other classifications not set forth above.

Section 2. New Classification

If the Employer establishes a new position classification covering a significant part of the work now being done by any of the classifications set forth in Section 1 of this Article, the Employer shall notify the Association. If the Employer establishes a new position which the Association believes should be included in this unit, the Association shall so notify the Employer.

The parties will then review the new position classification and if unable to reach agreement as to its inclusion or exclusion from the bargaining unit shall submit

the question to the Illinois State Labor Relations Board for final resolution. If the inclusion of the position classification is agreed to by the Illinois Labor Relations Board, it shall be added to the list in Section 1 of this Article and the parties shall negotiate as to the proper pay grade for that classification together with other unique conditions of employment.

If no agreement is reached within 30 days, the Association may file a grievance on the appropriateness of the pay grade at the 3rd step and such grievance shall be subject to appeal to the arbitration procedures of this Agreement. If an increase in pay grade results from negotiation, grievance or arbitration proceedings, it shall apply retroactively to the date the classification was established.

The pay grade originally assigned to the position classification by the Employer shall remain in effect pending the arbitrator's decision.

Section 3. Fair Share Agreement

Pursuant to Section 3(g) of the Illinois Public Labor Relations Act (P.A. 83-1012) effective July 1, 1984, the parties agree that effective July 1, 1984, if the RC-23 unit has a majority of Association members, as verified by the Comptroller's Office through the calculation of employees making dues deductions, non-Association members in the respective unit shall be required to pay their proportionate share of the costs of the collective bargaining process, contract administration, and other costs legally chargeable as determined and defined by the ILRB and/or the courts of appropriate jurisdiction, affecting wages, hours and other conditions of employment, but not to exceed the amount of dues uniformly required of members. Such proportionate share, once certified by the exclusive bargaining agent, shall be deducted from the employee's paycheck. Such fair share provision shall remain in effect for the duration of the labor agreement or until it can be demonstrated that fewer than a majority of employees are Association members.

If the RC-23 bargaining unit does not have a majority of employees as Association members, the exclusive bargaining agent may request an election of the bargaining unit employees to determine whether or not a fair share provision shall be applied to non-INA members. Such election shall be conducted by the Illinois State Department of Labor, or some other neutral third party upon which the parties can mutually agree. Such election shall be conducted by security mail ballot and any costs associated with the process shall be assumed by the exclusive representative. If it is determined, by the normal and standardized balloting and election procedures established by the third party that a majority of bargaining unit employees who vote in favor of the fair share provision, such fair share provision, subject to the same conditions listed above, shall be implemented on the pay period following the certification of election results. If the majority of employees in the bargaining unit do not favor the fair share provision, such provision shall not be implemented and the exclusive representative is precluded from requesting another election within one year of the certification of election results.

If during the duration of the agreement the exclusive representative, through certification of the Comptroller's Office, can show that a majority of bargaining unit employees are Association members, the fair share provision shall be implemented during the pay period following such certification and shall remain in

effect for the duration of the agreement or until it can be demonstrated a majority of employees in the bargaining unit are not Association members.

The Association shall indemnify, defend and hold the Employer harmless against any claim, demand, suit, or liability arising from any action taken or not taken by the Employer in complying with the provisions of this Article.

The Employer shall, within 30 days, properly classify an employee's membership designation upon receipt of signed verification from the employee.

Section 4. Union Exclusivity

The Employer will not meet, discuss, confer, subsidize or negotiate with any other employee organization or its representative on matters pertaining to hours, wages, and working conditions. Nor shall the Employer negotiate with employees over their hours, wages and working conditions except as provided herein.

Article II

Association Rights

Section 1. Association Activity During Working Hours

Employees shall receive reasonable time off without loss of pay for Association activities as provided in the following Articles:

Article IV, Grievance Procedure, Section 6, Processing Grievances
Article XIV, Association-Management Meetings, Section 5, Number of Participants
Article XV, Miscellaneous, Section 4, Safety
Article XV, Miscellaneous, Section 13, Supplementary Agreements

Section 2. Bargaining Unit Integrity

In order to provide for the most effective and efficient use of bargaining unit employees, the Employer will continue to endeavor to assign bargaining unit work to bargaining unit employees. It is the Employer's intention to assign bargaining unit employees to professional nursing duties to the fullest extent practicable.

Section 3. Visitation

The Employer agrees that non-employee officers and representatives of the Association shall have reasonable access to the premises of the Employer during working hours with advance notice to the appropriate Employer representative. Such visitations shall be for the reasons of the administration of this Agreement. The Association agrees that such activities shall not interfere with the normal work duties of employees. The Employer reserves the right to designate a meeting place or to provide a representative to accompany an Association officer where operational requirements do not permit unlimited access.

Section 4. Association Activity

The Employer shall not discriminate against, interfere with, restrain, or coerce employees because of lawful activities on behalf of the Association, or because of their exercise of any rights granted by the Illinois Public Labor Relations Act (P.A. 83-1012) or by this Agreement.

Section 5. Membership Solicitation

Neither the Association nor its members shall solicit membership during an employee's work time.

Section 6. Time Off for Association Activities

Bargaining unit members shall be allowed time off without pay as provided for in Article XVII, Leave of Absence, Section 11, Leave for Association Business.

Section 7. Association Bulletin Boards

The Employer shall provide bulletin board space at locations mutually agreed upon for use by the Association to enable employees of the bargaining unit to see notices posted thereon. Such notices shall relate solely to regular Association business. No notices shall be political or partisan in nature nor shall defame or be detrimental to the Employer, any individual employed by the State, or the Association.

Section 8. Information Provided to Association

At least once each month the Employer shall notify the Association in writing of the following personnel transactions involving bargaining unit employees: new hires, which shall include the home address and starting salary; terminations; layoffs; leaves of absence; returns from leaves or layoffs; suspensions; discharges; promotions and demotions. Such information shall be only for the reason of the administration of this Agreement and shall be provided in an electronic file in the format utilized by the Department of Central Management Services.

In addition, the Employer shall furnish the Association every six months the current seniority rosters as provided for in Article V, Seniority, Section 3, Seniority Lists.

In all transactions listed above, employees' identifying numbers shall be provided. The Association shall upon request receive such information in an electronic file in the format utilized by the Department of Central Management Services.

Section 9. Association Meetings on State Premises

The Employer agrees to make available State conference and meeting rooms for INA meetings upon prior notification by the INA Staff Representative, unless to do so would seriously interfere with the operating needs of the Employer, or cause additional cost or undue inconvenience to the Employer.

Section 10. Union Orientation

The current practices with respect to Union orientation of new employees in those agencies where the Union conducts said orientation shall continue.

In those agencies, which have orientation of new employees, the Association shall be permitted to conduct its orientation as part of the orientation program of new employees, the mechanics of which shall be determined on an agency by agency basis.

Such attendance by employees shall be on a voluntary basis and without loss of pay for the employees involved.

ARTICLE III

Management Rights

Section 1. Management Rights

It is understood and agreed by the parties that subject to the provisions of this Agreement and the I.P.L.R.A. (P.A. 83-1012), the Employer possesses the sole right to operate its agencies so as to carry out the statutory mandate and goals assigned to the agencies and all management rights repose in management: the management of the operations of the Employer, the determination of its policies, budget and operations, the manner of exercise of its statutory functions and the direction of its working forces, including, but not limited to, the right to hire, promote, demote, transfer, evaluate, allocate, assign and direct employees; to discipline, suspend and discharge for just cause; to relieve employees from duty because of lack of work or other legitimate reasons; to determine the size and composition of the work force; to make and enforce reasonable rules of conduct and regulations; to determine the departments, divisions and sections and work to be performed therein; to determine the number of hours and shifts per workweek, to establish and change work schedules and assignments; the right to introduce new methods of operations; to eliminate, relocate, subcontract or transfer work and to maintain efficiency in the department is vested exclusively in the Employer.

Section 2. Sub-Contracting

A. Policy. It is the policy of the Employer to make every reasonable effort to utilize its employees to perform work they are qualified to do, and to that end, the Employer will avoid, insofar as is practicable, the sub-contracting of work performed by employees in the bargaining unit. However, the Employer reserves the right to contract out any work it deems necessary.

B. Before any service or function can be subcontracted the Employer shall provide to the union a cost comparison between the projected expenses if the work continued to be performed by state employees and the expenses if a third party provided such services.

C. Application. The Employer agrees that upon formal consideration to sub-contract any work performed by the bargaining unit employees which would affect the work conditions of such employees, it shall:

1) Provide reasonable advance notice, in writing, to the Association.

2) Meet with the Association prior to making a decision to contract bargaining unit work and at a time that is early in the period of considering such decision. Such meeting(s) shall be for the purpose of discussing the Employer's reasons for considering such a contract, and shall include discussions with the particular agency if the Association so requests.

3) The Employer will furnish to the Association copies of the contracts referred to in this Article which are entered into after July 1, 1981.

Section 3. Employer Obligation

Nothing in the Agreement shall be construed to modify, eliminate or detract from the statutory responsibilities and obligations of the Employer.

ARTICLE IV

Grievance Procedure

Section 1. Definition

A grievance is defined as, and limited to, a written complaint by the Association or a member of the bargaining unit alleging a violation of a specific provision of the Agreement, Department of Central Management Services Personnel Rule, or agency administrative action which directly affects the Association or the grievant as an employee, subject to the provisions of Section 3 of this Article.

Only one subject matter shall be covered in any one grievance. A grievance shall contain a clear and concise statement of the grievance by indicating the issue involved, the relief sought, the date the incident or violation took place and the specific section or sections of the Agreement or Rule involved, however minor technicalities will not be used to deny or delay handling of grievances. The grievance shall be presented to the immediate supervisor in quadruplicate (on mutually agreed upon forms furnished by the Employer) and signed and dated by the employee(s) and/or Association representative.

Any grievance alleging a violation of any provision contained in this Agreement must seek remedy in the grievance procedure provided in this Agreement.

An employee may choose to have his/her appropriate Association representative represent him/her at any step of the grievance procedure. If an employee brings any grievance to the Employer's attention without first having notified the Association, the Employer representative to whom such grievance is brought shall immediately notify the appropriate Association representative and no further discussion shall be had on the matter until the appropriate Association representative has been given notice and an opportunity to be present.

All grievances must be presented promptly and no later than fifteen (15) working days from the date the grievant first became aware of, or should have become aware of with the exercise of reasonable diligence, the cause of such grievance. ("Working days" as used in this Article shall mean non-holidays in a Monday through Friday week and do not refer to workdays of the individual employee.)

Section 2. Grievance Steps

The parties agree that in order for the grievance procedure to function efficiently and effectively, all grievances must be resolved at the lowest possible level of the Grievance Procedure. Therefore, the parties agree that all persons responsible for resolving grievances at all levels of the procedure shall be vested with the sufficient authority to undertake meaningful discussions and to settle the grievance if appropriate.

Step One. Within five (5) workdays of receipt of the written grievance from the employee(s) or his/her representative(s), the appropriate Employer representative(s) will schedule a meeting with the employee(s) and his/her representative(s) in an attempt to resolve the grievance. Within ten (10) workdays from the date of the grievance meeting a written answer will be placed on the grievance by the appropriate agency representative(s) and returned to the employee(s) and his/her representative(s). Employees will be advised of the name and title of the designated agency representative.

Step Two. If dissatisfied with the Employer's answer in Step One, to be considered further, the grievance must be appealed to the Agency Director by the Association within fifteen (15) workdays from receipt of the answer in Step One. The designated agency representative(s) will meet with the employee representative within twenty (20) workdays to discuss and attempt to resolve the grievance. Following this meeting the written decision of the agency will be placed on the grievance by the head of the agency and returned to the grievant and his/her representative(s) within twenty (20) workdays from the Step Two meeting.

Step 3A If the Step 2 decision is rejected, the appeal to Step 3A to a representative of the Office of Labor Relations, Department of Central Management Services, must be within fifteen (15) working days of the Step 2 decision. A representative of the Association and a representative of the Office of Labor Relations, Department of Central Management Services will meet at least monthly if warranted by the agenda to effect a resolution prior to proceeding to Step 3B. After a grievance has been discussed at a Step 3A meeting, either party may place the grievance on hold status. There shall be only one hold per party per grievance and the hold shall not last more than 45 days from the date of the Step 3A meeting. Any deviation from this policy shall be on a case by case basis following mutual consideration and agreement. If an unresolved grievance is not appealed, it shall be considered terminated on the basis of the second step answer of the parties without prejudice or precedent in resolution of future grievances.

Step 3B. Grievances which have not been resolved under the foregoing procedure may be appealed in accordance with the following procedure. The issue as stated in the written grievance shall constitute the sole and entire subject matter to be appealed, unless the parties agree to modify the scope of the hearing.

Such unresolved grievances may be appealed to arbitration within ten (10) workdays from the date of the agency's answer in Step Two or following the meeting with CMS if held, by written notice to the Director of Central Management Services.

Section 3. Arbitrator Selection

If, in accordance with the above procedure, the grievance(s) is appealed to arbitration, representatives of the Employer and the Association shall try to select an arbitrator. Once the Association has been requested by the Employer to select an arbitrator, the Association has 45 days to do so. If the selection has not been made within such 45 days, the grievance shall be considered withdrawn. Upon selection, the arbitrator shall be notified of his selection by a joint letter from the Employer and Association, requesting that he set a date for the hearing, subject to the availability of the Employer and Association representatives and shall be notified of the issue where mutually agreed by the parties. The arbitrator's authority is limited to the interpretation or violation of the provisions of this Agreement. The arbitrator shall have no right to amend, modify, nullify, ignore or add to the provisions of this Agreement. The Arbitrator shall be without power to render a decision contrary to or inconsistent with or modifying in any way laws and rules and regulations having the force and effect of law. The Arbitrator shall submit a written decision within thirty (30) calendar days following conclusion of the hearing or the submission of briefs, whichever is later, unless the parties mutually agree to an extension thereof. The award of the arbitrator shall be final and binding on the Employer, the Association, and the employee or employees involved. The expense and fees of the arbitration shall be paid by the losing party. In cases of split decisions the arbitrator shall determine what portion each party shall be billed for expenses and fees. The cost of the hearing rooms, if any, shall be shared equally. Nothing in this Section shall preclude the parties from agreeing to the appointment of a permanent arbitrator.

Where two or more grievances are appealed to arbitration, an effort will be made by the parties to agree upon the grievances to be heard by any one arbitrator. On the grievances where agreement is not reached, a separate arbitrator shall be selected for each grievance. The cost of the arbitrator and expense of the hearings, including a court reporter if requested by both parties, will be shared equally by the parties. Each of the parties shall bear the cost of their own witnesses, including any lost wages that may be incurred.

Section 4. Time Limits

Grievances not appealed within the designated time limits in any step of the grievance procedure will be considered as having been adjudicated on the basis of the last preceding Employer answer. Grievances not answered by the Employer within the designated time limits in any step of the grievance procedure may be appealed to the next step within ten (10) workdays of the expiration of the designated time limits. The parties, may, however, mutually agree in writing to extend the time limits in any step of the grievance procedure.

If the Employer representative with whom a grievance appeal must be filed is located in a city other than that in which the grievance was processed in the preceding step, the certified mailing of the grievance appeal form shall constitute a timely appeal if it is postmarked within the appeal period. Likewise, when an employer answer must be forwarded to a city other than that in which the Employer representative works, the certified mailing of the answer shall constitute a timely response if it is postmarked within the answer period. The Employer will make a good faith effort to insure confidentiality.

Section 5. Number of Representatives and Jurisdictions

The Association shall designate a total of up to 150 grievance representatives, who are bargaining unit members, to represent employees in the bargaining unit.

The Association shall designate the jurisdictional area for each grievance representative and his/her alternate. Each jurisdictional area shall be limited to a reasonable area to minimize the loss of work time and travel giving consideration for the geographic area, employing units and/or departments where the number of employees in such units or departments are too minimal to warrant designation of a grievance representative.

The Association shall furnish to the Employer, in writing, the names of the grievance representatives, and their respective jurisdictional areas within sixty (60) calendar days after the effective date of this Agreement. Any changes thereto shall be forwarded to the Employer by the Association as soon as the changes are made.

Section 6. Processing Grievances

The grievant will be permitted a reasonable amount of time without loss of pay to process a grievance during his/her regularly scheduled hours of employment. Upon request and with the supervisors approval which shall not be unreasonably denied, meeting space shall be made available to the employee and the Association representative during the processing and investigation of grievances. With prior approval, the employee and the Association representative shall be permitted the reasonable use of telephones, electronic mail and facsimile equipment for the purpose of processing and investigating grievances. The employee's supervisor will arrange a meeting to take place as soon as possible for the employee with his/her Association representative through the Association representative's supervisor.

Designated grievance representatives will also be permitted a reasonable amount of time without loss of pay to process grievances in their jurisdictional areas during their regularly scheduled hours of employment. No Association representative shall leave his/her work to file, investigate or process grievances without first receiving permission from his/her supervisor which permission will not be unreasonably withheld. Only one designated grievance representative will be permitted to process any one grievance without loss of pay as above. Further, in a group grievance only one grievant, appearing without loss of pay, shall be the spokesperson for the group. (Group grievances are defined as, and limited to, those grievances which cover more than one employee, and which involved like circumstances and facts for the grievants involved.) Group grievances must be so designated at the first step of the grievance procedure and set forth a list of all employees covered by the grievance. The Employer reserves the right to require reasonable documentation of time spent in processing grievances. The Employer agrees that such documentation of time shall not be construed to allow supervisors to question the content or merits of the grievance(s).

A grievant(s) or Association representative that is called back on a different shift or on his/her day off as a result to the Employer scheduling a grievance meeting shall have such time spent in the meeting considered as time worked.

The grievance meeting as provided in Step One shall be held during the grievant's regularly scheduled hours of employment unless mutually agreed

otherwise. The Employer is not responsible for any compensation of employees for time spent processing grievances outside their regularly scheduled hours of employment. The Employer is not responsible for any travel or subsistence expenses incurred by grievants or Association representatives in the processing of grievances.

Section 7. Discharges, Promotions and Layoffs

Grievances concerning the discharge, promotion or layoff of an employee may be taken up initially at Step Two of the grievance procedure. Appeals of discharges shall be filed as a written grievance at Step 2 within fifteen (15) working days of receipt of the CMS-2 by the Association. Notice of discharge will be sent via fax or certified mail to the Association. Unless mutually agreed otherwise, the parties shall meet within twenty (20) working days of receipt of a written grievance in an attempt to resolve the grievance. The agency head or his/her designee shall respond in writing within ten (10) working days following such meeting. If the Step 2 decision is rejected, the appeal to Step 3A must be within five working days of the Step 2 decision or from when such decision was due. Such grievances that are unresolved and advanced to step 3A, pursuant to this section or section 2 of this Article, will be heard at the next regularly scheduled 3A meeting. If no meeting is scheduled, the Association and the Employer shall schedule a meeting to hear such grievances filed pursuant to this section. Arbitrators if necessary, shall be selected as provided for in Section 3 of this Article. Notwithstanding the above, original six month probationary employees have no right to utilize the grievance procedure in the event of a discharge or demotion. In cases of discharge, the arbitrator shall have two (2) weeks from the date the briefs, if any, are filed or close of the hearing if no briefs are filed, to render his/her decision. Such decision need not contain the arbitrator's complete rationale, but may merely uphold or deny the grievance with the accompanying remedy, if applicable. A complete written decision will be furnished to the parties within 30 calendar days.

Section 8. Waiver

An employee who files an appeal to the Civil Service Commission under the provisions of the Personnel Code and Rules of the Department of Central Management Services or the Executive Ethics Commission over the same or similar subject matter to the employee's grievance shall waive any and all rights provided in this Article.

Section 9. Pertinent Witnesses and Information

Either party may request the production of specific documents, books, papers or witnesses reasonably available and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws, and rules issued pursuant to thereto, governing the dissemination of such materials.

Requests to interview the other parties witnesses shall be made through the appropriate representatives. Each party shall have the right to have its representatives present during all such interviews.

If the request is unreasonably denied, the Union may petition the Director of Central Management Services who shall subpoena the material and/or witnesses

in conformance with the provisions of this Section and his/her statutory powers, and such delay shall not penalize the grievant.

Section 10. Deferral to the Grievance Procedure

The parties recognize that any dispute arising from the collective bargaining agreement must be resolved pursuant to this Agreement, the Illinois Public Labor Relations Act or the Uniform Arbitration Act.

Section 11. Association Files

At DOC, DJJ, DHS and DVA, the Employer will provide an area for storage and maintenance of Association files. The specific location and secure equipment utilized will be determined by mutual agreement at the local level.

ARTICLE V

Seniority

Section 1. Definition

Unless otherwise provided herein, seniority and the rights attendant thereto and the manner by which such rights may be lost or exercised, shall consist of length of continuous service of an employee with the Employer within the bargaining unit represented by the Illinois Nurses Association. For nurses hired into the bargaining unit on or after July 1, 1991 seniority is length of service in the bargaining unit for purposes of promotion and transfer. For nurses hired on or after July 1, 1994 seniority is length of service in the bargaining unit, except that to determine pension and benefits accruals, length of service with the employer will rule. Notwithstanding any of the terms above, in no event shall any time an employee is employed outside the bargaining unit be counted toward computation of seniority.

Section 2. Application

In all applications of seniority under this Agreement the ability of the employee shall mean the qualifications and ability (including physical fitness) of an employee to perform the required work. Where ability and qualifications to perform the required work are, among the employees concerned, relatively equal, seniority as defined in Section 1 above shall govern.

If seniority has been determined to be the deciding factor and two (2) or more qualified applicants have the same seniority date, the following method shall be used to break ties. The employees' names will be placed in a hat and an Association Representative shall draw a name out of the hat. The employee whose name is drawn shall be awarded the vacant position.

Section 3. Seniority Lists

Within two months after the signing of this Agreement the Employer will post at any convenient place at each institution, or other work location, a list of

employees covered by this Agreement in seniority order, showing the last date of employment. An employee who believes that his/her employment date or relative position on the list is incorrect may file an objection with the local administrative head within 30 days thereafter and such grievance will be handled as provided in the Grievance Procedure. Such lists will be revised and re-posted at 6-month intervals over the term of this Agreement.

ARTICLE VI

Hours of Work

Section 1. Work Schedules

Normal work schedules shall consist of 7 1/2 consecutive hours in a workday and five (5) days in a workweek, except for employees in situations where current deviations now exist. Where they exist, such deviations will be subject to discussions at the local level to determine the feasibility of and, if appropriate, a plan for compliance with, a 7 1/2 hour workday and a 37 1/2 hour workweek. Discussions will also be held if the Employer contemplates changing such deviations in work schedules.

Section 2. Meal Period

Work schedules shall normally provide for the workday to be broken at approximately midpoint by an uninterrupted, unpaid meal period of not less than 30 minutes and no more than one hour. However, this shall not preclude work schedules which provide for a working paid meal period. Employees who normally receive an unpaid meal period and are required to work during that period and receive no equivalent time off during the same shift, shall have such time treated as hours worked and shall be paid at the appropriate straight or overtime rate, whichever is applicable.

Present practices regarding eating while on duty during paid meal period shall remain in effect.

Section 3. Scheduling and Rotation

A. At work locations where there are routine changes in the schedules of days worked, shifts worked and days off, schedules shall be posted at least two weeks in advance of the beginning of the schedule period.

B. Where permanent assignments to day, P.M., or night shifts are customary they shall continue.

C. Requests by employees for late shift or weekend assignments shall be accommodated to the extent practicable in order to reduce the burden of such assignments on other employees.

D. Necessary rotation to late shifts shall be equitably distributed among nurses in a functional unit over each scheduling period. A nurse shall not be assigned to more than two of the three shifts (day, P.M., night) notwithstanding voluntary overtime in any seven (7) day period.

E. Weekends off work shall be equitably distributed among nurses in a functional unit over each scheduling period. The parties agree the Employer will attempt to develop schedules that allow nurses to be off every other weekend, where such schedules are practicable and within the operating needs of the agency. This does not imply that existing practice more favorable to nurses (in number of weekends off) are to be disturbed.

F. If assignment to a cross shift or odd shift poses significant hardships for an individual Nurse, the Employer and the Association will discuss the problem and attempt to work out ways to avoid the hardship.

G. In the event of a day off rotation only, an employee who works more than five (5) days in any given seven (7) day period even though it overlaps work weeks shall be paid inconvenience premium pay of $1.50 per hour above the regular rate of pay on each of those days worked over five (5) days within said seven days within a given seven-day period. Inconvenience premium pay will increase to $2.00 per hour effective July 1, 2005, and to $2.50 per hour effective July 1, 2007. Provided, however, if an employee works more than the normally scheduled hours or days as provided in this Agreement, said employee shall be paid at the normal/usual overtime rate.

Section 4. Rest Periods

Employees are entitled to a total of 30 minutes of rest period time each shift which shall be taken subject to requirements of the employee's work responsibility and in accordance with established practice in employing units but may not be carried over from one day to the next. Except with respect to employees in travel or commuting status, if evidence demonstrates that circumstances prevented an employee from receiving a rest period or resulted in a rest period being interrupted, and the Employer does not authorize an alternative time, the employee shall be entitled to compensatory time.

Section 5. Overtime

A. Bargaining unit employees shall earn overtime credit at the rate of time and one-half for hours worked in excess of 37 1/2 hours in their workweek. For the purposes of this Section, holidays not worked and compensatory time taken shall be counted as time worked for the purposes of computing overtime at the time and one-half rate. The decision to pay cash or compensatory time off at the appropriate rate shall be determined at the local level with due consideration given to the employee's request and the operational needs of the Employer. A written request to use accrued compensatory time will be responded to within five working days. If such compensatory time request is granted, it shall be taken within the fiscal year it was earned subject to the operating needs of the employer. At the end of each fiscal year all unused accumulated compensatory time shall be liquidated at the appropriate rate. Where overtime distribution problems exist the local unit and facility shall negotiate an overtime distribution procedure.

B. Effective January 1, 1992, employees shall be paid at the rate of one and one-half times the employee's straight time hourly rate for all time worked in excess of the employee's work day. Part-time employees shall be paid at the rate of one and one-half times the employee's straight time hourly rate for all time

worked in excess of 7.5 hours per work day. Employees shall be paid at the rate of two times the employee's straight time hourly rate for all hours worked in excess of sixteen (16) in a 24-hour period.

C. The Employer shall furnish the Association, upon request, on a quarterly basis, a list of overtime hours worked by each employee by facility.

D. The parties recognize the disruption that overtime has on employees' lives. The parties also recognize the importance of reducing or eliminating overtime costs. To this extent, the Employer agrees to make every reasonable effort to limit mandatory overtime, and to consider such options as flextime and alternate scheduling and filling vacancies as expeditiously as possible as methods of reducing overtime needs.

When a nurse has worked at least three (3) voluntary assignments covering overtime in a calendar quarter, and has been mandated on three (3) occasions to cover overtime in that calendar quarter, each subsequent occasion of mandated overtime in that calendar quarter will be compensated at double time.

Section 6. Call Back Pay

Employees called back for duty or called in on the employee's day off will be guaranteed an amount equal to two (2) hours pay at the appropriate rate if such duty is shorter than two (2) hours in duration.

Section 7. Standby

When the Employer requires that an employee must be available for work and be able to report for work in less than an hour, the employee shall be compensated at the rate of one (1) hour straight time pay for each eight (8) hour shift or fraction thereof. Standby for a consecutive 24 hour period shall be compensated at the rate of four (4) hours straight time pay. An employee who is required by the employer to be on standby for Christmas, Thanksgiving, Memorial Day, July 4, and Labor Day and New Year's Day is entitled to six (6) hours straight time pay.

Section 8. Shift Differential

Shift differential for bargaining unit employees shall be 10% of the employees straight time hourly rate. Effective July 1, 2009, shift differential shall be 11% of the employee's straight time hourly rate. This payment shall be in addition to his/her base salary for all hours worked in a day if their regular schedule provides that the employee is scheduled to work half or more of the above work hours before 7:00 a.m. or after 3:00 p.m.

Employees working schedules that qualify for shift differential shall receive shift differential for all paid time off including use of accumulated compensatory time.

Employees who work p.m. or night shifts shall be paid the differential provided they worked at least one-half or more of an evening or night shift regardless of regular schedule.

Section 9. Schedule Planning

In attempting to meet the overtime and work schedule needs of the facility, the Employer agrees that no employee shall be forced to be docked, or to use vacation, holiday, personal business days, or accumulated compensatory time.

Section 10. Flexible Hours

An employee may request a flextime schedule which may be granted when the Agency/facility determines its operating needs are not adversely impacted by such schedule. Where more employees request flextime than can be granted, distribution shall be granted based on the employee's personal need and seniority. A written response will be given to the employee's request. A flexible schedule is valid for no more than one year. Reasonable extensions may be approved for legitimate reasons.

Section 11. Four-Day Work Week

An employee may request a workweek composed of four (4) consecutive days of relatively equal length, followed by three (3) consecutive days off, or reasonable variations thereof. Approval shall be at the discretion of the Employer giving due consideration to the employee's request. A written response will be given to the employee's request. If the Agency determines it's own needs may appropriately be met by such requested schedule, it may request approval of any such schedule under Personnel Rule 303.300.

Section 12. Travel Time

Travel time, as required by the Employer, is considered work time if the travel is between work sites during the regular workday. Time spent in traveling from an employee's residence to and/or from a work site is not considered work time except in those instances where the employee is required by the Employer to travel in excess of forty-five (45) minutes one way, as measured from the employee's official headquarters in which case the time spent in excess of forty-five (45) minutes will be considered work time. Deviations to the above shall be subject to discussions at agency labor/management meetings.

Section 13. Travel Time - Public Health and Healthcare and Family Services

Travel time for Public Health and Healthcare and Family Services, as required by the Employer, is considered work time if the travel is between sites during the Employee's work day. Time spent traveling from an Employee's residence to and/or from a temporary work site is not considered work time and therefore, not eligible for overtime compensation, except in those instances where the Employee is required by the Employer to travel in excess of thirty (30) minutes as measured from the employee's starting and/or ending point for that day, in which case the minutes in excess of thirty (30) will be considered work time and compensated at the appropriate rate within the limits set forth in Article VI of the INA Contract.

Travel from an Employee's home to headquarters is never considered work time.

Section 14. Daylight Savings Time

Employees working during the shift when Daylight Savings Time changes to Standard Time will receive the appropriate rate of premium pay for the extra hour

worked. However, when Standard Time changes to Daylight Savings Time, employees will be allowed to use accumulated benefit time, excluding sick leave, to cover the one (1) hour reduction in work time.

ARTICLE VII

Temporary Assignment

Section 1. Temporary Assignment in a Higher Position Classification

The Employer may, within the provisions of this Article, temporarily assign an employee to perform the duties of a higher position classification. The Employer will attempt to assign temporary assignments to the employees in the next lower classification in the series in which the temporary assignment occurs and to distribute such assignments within the functional program unit giving due consideration to seniority, providing that senior employees have the qualifications and ability to perform the required work. This shall be in accordance with rules which have been or may be negotiated at the local level. To be eligible for temporary assignment pay for work in another classification, the employee must:

1) Be specifically directed to perform duties or the duty which distinguish the position classification and/or be held accountable for the responsibility of a different position classification.

2) Be assigned to perform duties and/or be held accountable for responsibilities not considered a normal part of his/her regular position classification.

Section 2. Temporary Assignment in the Same or an Equal or Lower Paid Classification

The Employer may, subject to the provisions of this Article, temporarily assign an employee to perform the duties of another position in the same, or an equal, or a lower classified position and/or on a different shift. Such an assignment of an individual shall not continue for more than 30 calendar days except that it may be renewed after a lapse of 30 calendar days or it may be extended by mutual agreement. Such assignments shall be distributed within the functional/program unit in accordance with rules which have been or may be negotiated at the local level. Pay for this type of temporary assignment shall be the employee's regular rate of pay.

Section 3. Payment for Work in a Higher Position Classification

For the purpose of calculation, temporary assignments of less than one-half day shall be considered one-half day and any temporary assignments of more than one-half, but less than a full day, shall be considered a full day. For such assignments, the Employer will pay the higher rate of pay in the higher range that is at least 5% greater than the employee's current salary not to exceed the maximum step of the range. Employees temporarily assigned to merit compensation positions will be compensated pursuant to the Pay Plan.

Section 4. Time Limits

The time limits, if applicable, for maintaining a temporarily-filled vacancy are set forth in this Section in terms of workdays or calendar months. The time limits set forth herein may be extended by mutual agreement of the parties. However, nothing herein shall be construed to require the Employer to permanently fill a vacated position.

A. While the Employer posts and fills a job vacancy for a period of ninety (90) days from date of posting, except that during a period in which a hiring freeze is in effect shall be one-hundred-twenty (120) days from the date of posting.

B. While the absent incumbent is on scheduled days off.

C. While an absent incumbent is utilizing sick leave or accumulated time (vacation, holidays, personal days).

D. While an employee is off as the result of a work connected injury or disease.

E. Up to 30 workdays in a six month period while the employee entitled to work in that position classification is on layoff or on disciplinary suspension.

F. While the absent employee is attending required training classes.

G. Up to 6 months while an employee is on illness, injury, maternity, Association, educational or jury leave of absence.

H. Up to 60 workdays in a 12 month period for other leaves or where there is a temporary change in workload, or other reasonable work related circumstances.

Section 5. Notice

It is the intent of the Employer to provide employees who are to be temporarily assigned within the functional unit as much advance notice as possible. Nurses who are temporarily assigned will be given information necessary to carry out their duties and responsibilities.

ARTICLE VIII

Job Classifications

The Employer may, subject to the provisions of Article VII, Temporary Assignment, temporarily assign an employee to perform the duties of another position classification. When the time limits set forth in Article VII expire, the Employer may terminate the duties or establish a new position at the appropriate classification.

In cases when the new position is established at an equal rated or higher classification than that of the temporarily assigned employee, the position is declared vacant, and it shall be posted subject to the provisions of Article IX, Filling of Vacancies. If the employee who has been temporarily assigned is not selected for the posted vacancy, the employee shall be able to choose any

posted position within the facility or region equal to or lower than his/her current classification, if qualified. If no such vacancy exists within the employee's official employing unit, the employee shall displace the least senior employee in his/her classification within such unit and the least senior employee shall be subject to the provisions of Article XI, Layoff. If the temporarily assigned employee is the least senior within the employee's classification, the employee shall be subject to the provisions of Article XI, Layoff.

If the employee who has been temporarily assigned is selected for the posted vacancy, the employee shall have his/her creditable service date adjusted to reflect the first date on which he/she was temporarily assigned without interruption.

In cases when the new position is established at a classification lower than that of the temporarily assigned employee, the least senior employee in the same classification as the temporarily assigned employee within the official employing unit shall be assigned to the lower level position, and the temporarily assigned employee shall be transferred to the least senior employee's former position, if there are not sufficient vacancies in the employee's original classification.

In all cases when the employee is moving to an equal or lower level position, such actions shall not be subject to the provisions of Article IX, Filling of Vacancies. Should the employee elect not to accept any of these options or none of the options exist, the employee shall be laid off, subject to the provisions of Article XI, Layoff. When an employee is placed in a lower level position, the employee's rate of pay in the original position shall be frozen for 12 months from the effective date of the placement in the lower level position.

The above conditions do not apply to the implementation of classification studies.

ARTICLE IX

Filling of Vacancies

Section 1. Definition of Permanent Vacancy

For purposes of this Agreement, a permanent vacancy is created:

A. When the Employer decides to fill new positions;

B. When any of the following personnel transactions take place and the Employer decides to replace the previous incumbent: termination, transfers out of the bargaining unit, promotion or demotion;

C. When the Employer decides to fill a vacancy created by a transfer within the bargaining unit.

Nothing contained in this Article shall prevent the Employer from temporarily filling a posted vacancy. For purposes of this article, employing unit is defined as the facility for the Departments of Corrections, Department of Juvenile Justice and Human Services; the employing unit for the Department of Human Services non-facility based nurses and for all other agencies shall be defined by the Employer with reasonable notice to the Association. In the Department of

Corrections and Department of Juvenile Justice facility definition may also include all satellite worksites.

Section 2. Posting

Vacancies shall be posted on the appropriate bulletin board(s) within the employing unit as defined in Section 1 of this Article for ten (10) work days except when the vacancy is created by a transfer within the employing unit in which case the vacancy shall be posted for five (5) working days. (For purposes of this Article, workdays shall be defined as Monday through Friday.) The Employer shall furnish the local Association Representative a copy of vacancy postings. The posting shall include the position classification, hours of work, and work location. Any bargaining unit employee may bid on a vacant position, however, selection shall be in accordance with the applicable contractual provisions controlling (demotions, transfers or promotion). Employees must submit their bid within the posting period together with proof of passing grade, if applicable. In the Department of Public Health and Healthcare and Family Services, such posting shall be in all of the Regional Offices. If the employee does not possess the appropriate grade, he/she shall apply for the grade during the posting period, if applicable. Failure to submit a CMS-100B within the posting period shall result in the bidder being deemed ineligible. All postings will specify whether a grade is required for the position posted.

The Department of Central Management Services shall maintain a computerized central listing of all available bargaining unit job openings and will seek to ensure ready access to such information for all employees. A printout of the computerized central listing will be sent to INA offices by the fifth of each month.

The employee ultimately selected to fill the posted vacancy shall have three work days to either accept or reject the offer once Management notifies the employee that he/she has been selected. The employee's acceptance or rejection shall be final. Failure of the employee to accept the position within this time period shall constitute a rejection of the position. An employee on leave of absence is not considered eligible unless, upon acceptance of the position, the employee is able to commence performing all the duties of the position within ten (10) workdays of being offered the position.

Section 3. Selection Process

In making a selection for a permanent vacancy, applicants shall be considered in the following order of priority:

1. RC-23 employees recalled or transferring on layoff.
2. RC-23 employees bidding on a Job Assignment within the employing unit and classification of the vacancy, (Employees may not exercise their rights under this provision more than once every six (6) months).
3. RC-23 employees bidding on a promotion or voluntary reduction within the employing unit of the vacancy.
4. RC-23 employees requesting a transfer to the same classification from outside the employing unit within the agency of the vacancy.
5. RC-23 employees bidding on promotion or voluntary reduction outside the employing unit but within the same agency.

In making a selection, the Employer will consider ability, qualifications and seniority as provided in Article V, Seniority, Section 2. An employee selected for transfer, voluntary reduction, or promotion shall have three workdays in which to accept or decline the position. Applicants not selected will be informed of the reason therefore upon request.

Section 4. Transfers

A. Transfer Registration

An employee who has permanent status in his/her current classification and desires to transfer to another employing unit, as defined in Section 1 of this Article, shall file a written request as prescribed by the agency with the appropriate personnel office indicating that interest. Such a transfer request shall be considered active for a period of one (1) year from the date received in the personnel office. An employee who has permanent status in his/her current classification and desires to transfer within his/her employing unit shall file a written request during the posting period.

B. Transfer Between Agencies or Employing Units

In the event that the vacancy is not filled by transfer of an employee under provisions of Section 3 of this Article, the Employer shall consider interested employees from other employing units who have registered with the agency on the basis of improvement of overall agency staffing, ability, qualifications, and seniority, as provided in Article V, Seniority, Section 2. In the event the vacancy is not filled by transfer, the Employer may fill the vacancy in accordance with the normal selection procedures.

C. Transfer Limitations

1. Employees may not transfer between employing units more often than once every twelve months, unless mutually agreed by INA and employer to waive the restriction. However, an original probationary employee is prohibited from transferring any time during his or her probationary period.

2. Employees transferring under the provisions of Section 3 or 4 of this Article shall not be eligible for payment of any expenses by the Employer.

D. Geographical Transfer Initiated by the Employer

1. When an employee is transferred from one geographical location in the State to another for the convenience of the Employer, the employee shall be reimbursed for all reasonable transportation and moving expenses incurred in moving to a new location.

2. First preference for transfer at the request of the Employer shall be offered to senior qualified employees as provided in Article V, Seniority, Sections 1 and 2. If no employees accept such offer, the least senior employees may be required to transfer (with expense reimbursement as provided in Section 4d,1) or to accept layoff.

E. Transfer of Duties

When the duties of a position are relocated by transfer or by abolition and re-establishment and when the duties are substantially the same, an incumbent may elect to relocate and retain the duties of the position.

F. Reduction in Work Force

When there is a reduction of or elimination of positions in an employing unit, employees may transfer subject to the provisions of Article XI, Layoff, Section 3.

G. Successor Employer

In the event the Employer sells, leases, transfers or assigns any of its facilities to other political subdivisions, corporations, or persons, and such sale, lease, transfer or assignment would result in the layoff or termination of employees covered by this bargaining agreement, the Employer shall attempt in good faith to arrange for the placement of such employees with the new employer. The Employer shall notify the Association in writing at least ninety (90) days in advance, where possible, of any such lease, sale, transfer or assignment.

Section 5. Promotions/Voluntary Reductions

Selection

The employee to fill the permanent vacancy shall be selected from qualified, eligible bidders giving due consideration to seniority as defined in Article V. A promoted employee may be returned to his/her former position classification (seniority permitting) any time during the first four months of continuous service after such promotion due to the inability to perform the duties and responsibilities of the new position classification. An employee who bids for a vacant position but is not selected to fill the position shall be informed by the Employer in writing of the reason therefore if requested.

Employees who are selected for Voluntary Reduction shall be placed on the step in the lower classification which is less than, but closest to the salary from which the employee is voluntarily reducing. An employee who voluntarily returns or is returned by the agency to his/her previous classification during the four month promotional probationary period, shall be placed on the step which represents the salary had the employee not been promoted. Such employee's creditable service date will revert to the date held prior to the promotion.

ARTICLE X

Demotions

Section 1. Definition and Procedure

Demotion is assignment of an employee to a vacant position in a position classification having a lower maximum permissible salary or rate than the position classification from which the demotion was made for reasons of inability to perform the work of the position classification from which the demotion was made.

An operating agency may initiate demotion of a certified employee by filing written statement of reasons for demotion with the Director in the form and manner prescribed. Such written statement shall be signed by the head of the operating agency, and shall contain sufficient facts to show good cause for the demotion. No demotion shall become effective without the prior approval of the Director who shall take into consideration the employee's education, experience and performance records.

Section 2. Notice to Employee

If the statement of reasons for demotion of a certified employee is approved by the Director, a copy of the approved statement of reasons for demotion shall be served on the employee by the Director in person or by certified mail, return receipt requested at the employee's last address appearing in the personnel file.

Section 3. Employee Obligations

Upon receipt by the employee of the approved statement of reasons for demotion or upon the effective date thereof, whichever is later, the employee shall leave the position classification in which assigned prior to such statement of reasons and report for duty to the position classification to which demoted and such report shall be without prejudice to grieve under Section 5 of this Article.

Section 4. Salary and Other Benefits of Employee

Upon receipt by the employee of the approved statement of reasons for demotion or on the effective date thereof, whichever is later, all salaries and benefits of such employee in the position classification in which assigned prior to receipt of such statement of reasons shall be adjusted to reflect the demotion.

Section 5. Appeal by Employee

A certified employee who has been served with approved statement of reasons for demotion during his/her certified status or during the four (4) month probationary period following promotion may file a grievance, provided such grievance is timely.

Section 6. Status of Demoted Employees

A demoted certified employee shall be certified in the position classification to which demoted and shall not be required to serve a new probationary period; a demoted probationary employee shall serve a new probationary period in the position classification to which he/she is demoted.

ARTICLE XI

Layoff

Section 1. Notice of Layoff

Except in the case of emergencies, the agency shall provide the Association and the employees to be affected by the proposed layoff thirty (30) working days

notice of such proposed layoff. In the event such notice is not given, the Association will be notified and informed of the reasons for the lack of notice.

Section 2. General Layoff Procedures

A. In the event of reduction of force, layoff shall be by employing unit within the bargaining unit.

For purposes of this article, employing unit is defined as the facility for the Departments of Corrections, Department of Juvenile Justice and Human Services; the employing unit for the Department of Human Services, non-facility based nurse, and for all other agencies shall be defined by the Employer with reasonable notice to the Association.

B. When the number of positions is to be reduced in a classification in an employing unit, employees in the classification at the employing unit shall be laid off from the classification in reverse order of seniority and ability as defined in Article V, Seniority.

C. No certified or probationary employee within a position classification within the employing unit shall be laid off until any temporary, provisional or emergency employee or employees in a trainee position classification within the classification series within the employing unit is laid off first, unless such temporary employee is in a federally funded position. No certified employee within a position classification shall be laid off until all probationary employees with the same position classification within the employing unit are laid off.

D. An employee laid off as provided in sub-section B who does not choose layoff status may choose to be placed in an available permanent vacant position within the employing unit with the highest pay grade (not above the employee's present pay grade, and on the same shift as before layoff, if possible), that the employee's seniority and ability preference (as defined in Article V, Seniority) entitles the employee to.

E. Bumping

1) An employee who is subject to layoff is defined as that employee who is scheduled to be laid off by the employing agency (as provided in subsection B) or an employee who is removed from their position, even though they still may be on the agency's payroll.

2) An employee subject to layoff has the option of accepting an available vacancy within the employing unit that the employee's seniority and ability preference entitles the employee to (as defined in Article V, Seniority) or bump the employee with the least seniority on the same shift in the same position classification at the same employing unit.

3) An employee subject to layoff unable to bump in accordance with paragraph (2) may bump the employee with the least seniority in the same position classification within the employing unit.

4) If permanent vacancies within the same classification as the affected employees exist in the same agency but in other employing units, they shall be offered to the affected employees in the order of seniority.

5) An employee unable to exercise his/her seniority as provided in (2) or (3) above may bump the employee with the least seniority in a lower position classification within his/her position classification series at the same employing unit.

6) The Employer shall place the employee in the highest-rated classification for which he/she is eligible by virtue of paragraphs (2), (3), (4), or (5) above, unless the employee provides the Employer with notice of his/her preference as to what position the employee will want to be placed, in accordance with the provisions of this Section. The Employer will follow such preference, seniority (as defined in Article V) permitting, if the preference is made known to the Employer at least thirty (30) days prior to the layoff.

7) Upon request of the Employer, within ten (10) workdays of notice of their impending layoff the employee must indicate his/her preference in terms of available layoff options.

8) Employees reduced in pay grade by virtue of bumping or voluntary reduction to avoid layoff shall retain the right to be recalled to his/her former position classification.

9) In the event that more than one employee in the employing unit is subject to layoff, an equal number of least senior employees in the same classification and same employing unit (on the same shift for options under Section 2 E 2) shall be identified. In seniority order, the employees subject to layoff, after rejecting available vacancies, shall be allowed their choice in bumping the identified least senior employees.

F. Employees laid off from a position whose seniority preference does not enable them to claim another position in the employing unit shall be laid off from the employing unit and placed on the recall list.

Section 3. Interagency Transfer on Layoff

An employee unable to exercise his/her bumping rights as provided in Section E or other seniority as provided above shall have the right to transfer to a permanent vacancy in the same position classification or other position classification within the bargaining unit and classification series for which he/she is qualified in another agency. The employer is responsible for providing a list of all the RN vacancies, as defined by Article IX Section 1, within RC-23 to the employees unable to exercise their bumping rights as provided for in section E.

Section 4. Recall

A. A laid off employee shall be recalled to a position in a classification in the employing unit in reverse order of layoff from such classification prior to filling such position in a classification by any other means. Recall notice shall be sent to the employee and to the INA.

B. Employees' names shall remain on the recall list for 48 months or 36 months whichever is applicable unless (1) the employee is recalled from layoff, (2) the employee refuses re-employment in the position classification from which

laid off or does not respond to the Employer within 10 working days regarding the offer of re-employment, or (3) the employee is employed by the Employer in an equal to or higher position than the position classification from which they were laid off. During the period on recall list, employees shall maintain and accrue seniority and continuous service.

C. Upon layoff, the employee will be placed on the recall list for the employing unit of layoff unless the employee notifies the Employer that he/she also elects to be placed on a recall list for 3 counties. When a permanent vacancy is filled, the agency shall first use the employing unit listing and shall recall in seniority order until that list has been exhausted, at which time the agency shall then use the county listing utilizing the same process. Employees who select 3 counties for recall as provided above remain on such recall list for 36 months.

An employee refusing to accept an offer of re-employment from the county list shall remain on the list for the employing unit.

Section 5. Temporary Layoff

The provisions of this Article shall not apply to:

A) School year employees at institutions and schools, during recesses in the academic year and/or summer.

B) Temporary layoff of five (5) days or less which shall be in accordance with Personnel Rule 302.510 and seniority as defined in Article V. Employees affected by temporary layoff shall not suffer any reduction in fringe benefits for the term of the temporary layoff.

Section 6. Emergency Shutdown

If the employer institutes an emergency shutdown, as defined in CMS Rule 303.310, employees shall be paid for any time spent in non-work status as a result of the shutdown.

ARTICLE XII

DISPLACEMENT

Section 1. Definition

An employee shall be considered to be displaced when the employer eliminates his/her position but does not decrease the number of positions in the employing unit.

Section 2. Vacancies

Vacancies resulting from this reorganization will be made available to the displaced employee, under this article, and shall not be posted.

Section 3. Options

A. A nurse who is displaced shall have the option of:

1. Accepting an available vacancy, or
2. Bumping the least senior employee in the same classification on the same shift, seniority permitting.

B. A nurse bumped in accordance with Sec. 3 A 2, shall have the option of:

1. Accepting an available vacancy, or
2. Bumping the least senior employee in the same classification in the facility, seniority permitting.

C. A nurse bumped in accordance with Sec. 3 B 2, shall be offered an available vacancy.

Section 4. Seniority

In the event that more than one employee in the same position classification and same employing unit are subject to displacement, an equal number of least senior employees in the employing unit (on the same shift for options under Sec. 3 A 2) shall be identified. In seniority order, the employees subject to displacement, after rejecting available vacancies, shall be allowed their choice in bumping the identified least senior employees.

Section 5. Voluntary Resignation

Any employee who chooses not to accept an available option shall be deemed to have resigned voluntarily and is not subject to the layoff provisions of this contract.

ARTICLE XIII

Discipline

Section 1. Definition

The Employer will not discipline, which includes giving oral and written warnings, suspending and discharging employees, other than for just cause. Discipline shall be imposed as soon as possible after the Employer is aware of the event or action giving rise to the discipline and has a reasonable period of time to investigate the matter. If the employer has reason to discipline an employee, it shall normally be done in a manner that will not embarrass the employee before other employees or the public. Discipline shall be imposed as soon as possible after the pre-disciplinary meeting. The parties recognize that counseling and corrective action plans are not considered discipline.

Section 2. Suspension Pending Discharge

The Employer may suspend an employee for up to thirty (30) days pending a decision as to whether the employee shall be discharged and such actions shall not be subject to the Grievance Procedure. If suspension pending discharge is replaced by another disciplinary action, written notice will be issued and such action may be subject to the grievance procedure.

Section 3. Notification and Measure of Disciplinary Action

A. In the event disciplinary action is taken against an employee, other than the issuance of an oral warning, the Employer shall promptly furnish the employee and the Association in writing with a clear and concise statement of the reasons therefore.

The measure of discipline and the statement of reasons may be modified, especially in cases involving suspension pending discharge, after the investigation of the total facts and circumstances. But once the measure of discipline is determined and imposed, the Employer shall not increase it for the particular act of misconduct which arose from the same facts and circumstances.

B. Nothing in this Section shall preclude the Employer from relieving employees from duty with pay in accordance with its practice.

Section 4. Pre-Disciplinary Meetings

When disciplinary action is being contemplated other than oral reprimands, the Employer shall notify both the employee involved and the Association and then shall meet with the employee involved and inform him/her of the reason(s) why disciplinary action is being contemplated, including names of witnesses and copies of pertinent documents. Employees shall be informed of their rights to Association representation and shall be entitled to such, if so requested by the employee. The employee and/or the Association representative shall be afforded the opportunity to rebut or clarify the reasons why disciplinary action is being contemplated. Upon request, the employee or the Association representative will be granted up to five (5) workdays to furnish the Employer with a written position statement. Pre-disciplinary meetings may be held in-person, by telephone or by videoconference by mutual agreement of the parties. If the employee does not request Association representation, an Association representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings.

The employee and the Association representative shall be in pay status for such meetings, which are held during the employee's regularly scheduled hours of work. Pre-disciplinary meetings shall be conducted promptly and as soon as practical after completion of the investigation process.

Section 5. Investigatory Interview

If during the course of an Investigatory Interview an employee reasonably feels that he/she may be subject to disciplinary action as a result of such investigation, they may request Association representation. Such representation shall be afforded provided, however, that the Investigatory meeting may not be unduly delayed and under no circumstances shall such delay exceed 48 hours. Such Association representative may be present during an investigatory interview for the purpose of protecting an employee's rights under the Collective Bargaining Agreement; however, such Association representative shall not act in such a manner so as to obstruct the investigation. In the event the Association representation is denied after a request has been made, any statements made by the employee shall not be used in support of any subsequent disciplinary action taken against the employee.

Section 6. Removal of Discipline

Any discipline imposed for tardiness or absenteeism shall be removed from an employee's record if, from the date of the last warning or discipline two years pass without the employee receiving any additional warning or discipline for such offense. The two year period shall be extended by any leave of absence or disciplinary suspension. Any reprimand for other causes shall be removed from the employee's record based on the above criteria. Such removal shall be at the request of the employee but in any case shall not be used against the employee in future occurrences of similar infractions.

Section 7. Medication Administration

It is the policy of the Employer to document and follow up when medication errors occur and to determine their cause. Such process shall involve a licensed Employer representative, such as a medical physician, pharmacist, and/or professional registered nurse not in the INA bargaining unit. The Department of Human Services shall use the DHS Medication Incident Report (See Appendix A), as may be modified from time to time, to document the incident. Counseling, corrective action plans and/or discipline as defined in Section 1 will be implemented where appropriate.

ARTICLE XIV

Association-Management Meetings

Section 1. Association-Management Committees

When the Association establishes Association-Management Committees at any employing unit level in any department where bargaining unit employees are employed, the head of the facility, or of the agency, or his/her designee, shall meet at mutually agreeable times and places upon request by either party and/or at regularly scheduled times for the purpose of discussion on matters of mutual interest, subject to the conditions set forth in this Article. The Director or his/her designee of any agency or department where bargaining unit employees are employed shall, upon request, meet with Association representatives at mutually convenient times and places for the purpose of discussions on matters of mutual interest subject to the conditions set forth in this Article. Meetings shall be recorded as mutually agreed between the parties and, if possible, provided within thirty days. Extensions may be requested and not unreasonably denied.

Section 2. Scope of Agency Discussion

Scope of discussion shall include administration of this Agreement (but exclude grievances being processed under the grievance procedure), conditions affecting employees in the performance of their duties, health and safety matters relating to bargaining unit employees, including allocation levels and other matters of mutual interest. Items to be included in the discussion at a specific meeting shall be submitted by each party to the other at least 5 days in advance of the meeting.

Section 3. Statewide Association-Management Meetings

Upon request of either party, representatives of the Employer and representatives of the Association shall meet at mutually convenient times and places. Discussions at these meetings shall include, but not be limited to, the administration of the Agreement. Meetings shall be recorded as mutually agreed between the parties and, if possible, provided within thirty days. Extensions may be requested and not unreasonably denied.

Section 4. Frequency of Meetings

There shall be no obligation on either party to schedule meetings referred to in this Article more often than bimonthly except that at Human Services facilities, if either party requests a special meeting between bimonthly meetings (or less than two months subsequent to a meeting), such a meeting will be arranged at a mutually agreeable time.

Section 5. Number of Participants

Bargaining unit employee participants in meetings referred to in this Article shall be in pay status for attendance of such meetings during scheduled hours of employment to a maximum of 5 in any meeting. Other bargaining unit members may attend as observers provided they are not scheduled to work.

ARTICLE XV

Miscellaneous

Section 1. Personnel Files

Only one personnel file will be maintained by the agency unless its operations are decentralized in which case a duplicate file may also be maintained. The Department of Central Management Services shall keep and maintain an official personnel file for employees. These files may be reviewed by the employee (and by an Association representative on written authority of the employee) upon written request except that employees shall not be entitled to review confidential pre-employment information unless it is used by the Employer to adversely affect the employee as an employee of the Employer. Such requests shall be granted within a reasonable period of time.

No disciplinary action shall become part of the employee's official personnel files without it having been served upon the employee or sent to his/her latest designated mailing address.

Section 2. Non-Discrimination

A. Prohibition Against Discrimination

Both the Employer and the Association agree not to discriminate against any employee on the basis of race, sex, creed, religion, color, marital or parental status, age, national origin, political affiliation and/or beliefs, disability, sexual orientation or other non-merit factors. Further, no employee organization shall discriminate against any individual on the basis of that individual's race, color, religion, sex, age, national origin, sexual orientation, or disability in connection

with the acquisition, retention or termination of membership or with respect to any of the functions and activities of the organization.

B. Equal Employment/Affirmative Action

The parties recognize the Employer's obligation to comply with federal and state Equal Employment and Affirmative Action Laws and the Americans with Disabilities Act. Alleged violations of this sub-section may be appealed to the appropriate federal or state agency as opposed to the grievance procedure set forth in Article IV.

Section 3. Work Rules

The Association and the Employer recognize management's right to establish reasonable work rules. Work rules shall not conflict with any of the provisions of this Agreement. Newly established work rules or amendments to existing work rules shall be reduced to writing and furnished to the Association at least five (5) workdays prior to the effective date of the rule, and discussed upon request with the Association. For the purpose of this Article, work rules are defined as:

"Rules promulgated by the Employer within its discretion which regulate personal conduct of employees as it affects their employment."

Section 4. Safety

The Employer shall continue to make responsible provisions to protect the safety and health of employees, and shall comply with State and local laws, if applicable, concerning health and safety of the employees. The Employer agrees to furnish and maintain in safe working condition equipment necessary to carry out the duties of each position. Employees are responsible for reporting any unsafe condition or practice and for properly using and caring for the equipment furnished by the Employer.

The Employer and the Association shall jointly strive to provide a safe and healthy work environment. INA Representatives, designated by the Association, shall serve on existing Health and Safety Committees, where possible. In those facilities where it is not possible or there is no existing committee, a committee will be established, with INA Representatives, designated by the Association, on the committee. Workplace violence shall be a topic for discussion in the Health and Safety Committee. Issues unresolved at the local facility level are appropriate for discussion at Agency Statewide Labor/Management meetings.

Section 5. Wage Assignments and Garnishments

The Employer shall not impose disciplinary action against any employee for any wage assignment or garnishment. Where the Employer seeks to recoup overpayment to employees, it shall be at no greater rate than allowed under the garnishment laws and subject to rules and regulations of the Office of the Comptroller.

Section 6. Meals

A. Employees shall be provided with meals in accordance with the present practices and policies.

B. Other meals shall be provided in accordance with the travel regulations of the Department of Central Management Services.

Section 7. Work of Orienting New Employees

The Employer will provide orientation for new employees to Agency and facility rules, regulations, policies, and procedures, including standard practice. Current practice of orienting new employees to specific job duties which do not significantly interfere with the employees performance of their normal assignment shall be continued. Otherwise the Employer will make other arrangements for either the normal assignment or the orientation.

Section 8. Contract Printing

The Employer agrees to arrange for the printing of this Agreement and will furnish individual copies to all members of the bargaining unit. The Association shall receive extra copies as they may require and shall pay for the costs of their copies.

Section 9. Travel

Upon written request by either party, the parties commit to meet and negotiate travel time and headquarters with the Department of Public Health and the Department of Healthcare and Family Services.

Section 10. Uniforms

Effective July 1, 2013, all nurses in the Department of Veterans Affairs in certified status, who are mandated by the Employer to wear uniforms or scrubs, will be eligible for an annual reimbursement benefit of a maximum of $450.00.

In the Department of Corrections and the Department of Juvenile Justice Employees shall submit for an annual reimbursement benefit of a maximum of $450.00 until May 17, 2013 for fiscal year 2013.

Section 11. Regional Assignments

The Employer will attempt to avoid making assignments outside of an assigned region when such an assignment will cause an undue hardship on an employee.

Section 12. Supplementary Agreements

Any existing agency or local supplementary agreement can be reopened for negotiations once during the first twelve (12) months of the Master Agreement by either party to the supplement by serving a thirty (30) day written notice upon the other party. All supplementary agreements shall remain in full force and effect during negotiations and until such time as a successor supplement is completed and approved by the Agency and the Association or until impasse is reached. Subject to the operating needs of the Employer, there may be two levels of supplementary negotiation, the agency and the facility. Time and place of such negotiations shall be by mutual arrangement of the parties, but both parties

agree to facilitate such meetings in order to meet the time requirements in this Agreement. The number of employees on the Association committee for Facility negotiations shall be no more than five (5); the number for Agency negotiations shall be five (5) from the bargaining unit. Employees will attend the sessions without loss of pay.

The parties may mutually agree to the subjects for supplementary negotiations and discussions.

The parties will make a reasonable effort to settle supplementary negotiations within 120 days from the date negotiations begin.

The Employer may implement changes for programmatic or operational needs in the absence of an agreement. No Supplementary agreement shall conflict with the Master Agreement. No Supplementary Agreement shall become effective without the approval by the Department of Central Management Services and the Illinois Nurses Association.

Section 13. Employer Notification

It is the obligation of each employee to provide the Employer with his/her current address and phone number.

Section 14. Fitness for Duty

When the Employer has requested a fitness for duty evaluation which determines the employee is unfit for duty and the employee's physician certifies the employee is fit for duty, the Employer may rely upon the decision of an impartial physician for the employee's fitness for duty. Such examination shall be paid for by the Employer.

ARTICLE XVI

Employee Benefits

Section 1. Vacation Amounts

Certified and probationary employees shall earn vacation time. Employees on leave of absence shall not earn vacation except when the leave was for the purpose of accepting a temporary working assignment in another classification.

Eligible employees shall earn vacation in accordance with the following schedule:

a) From the date of hire until the completion of five (5) years of service; ten (10) workdays per full year of employment earned at the rate of one day per month for 10 months of each year of employment excluding June and December.

b) From the completion of five (5) years continuous service until the completion of nine (9) years of continuous service; fifteen (15) workdays per full year of employment earned at the rate of 1.5 days per month for 10 months of each year excluding June and December.

c) From the completion of nine (9) years of continuous service until the completion of fourteen (14) years of continuous service; 17 workdays per full year of employment.

d) From the completion of fourteen (14) years of continuous service until the completion of nineteen (19) years of continuous service; twenty (20) workdays per year of employment.

e) From the completion of nineteen (19) years of continuous service until the completion of twenty-five (25) years of continuous service; twenty-two (22) workdays per year of employment.

f) From completion of twenty-five (25) years of continuous service; twenty-five (25) workdays per year of employment.

Section 2. Vacation Time

After completion of 6 months of continuous service earned vacation time may be requested and taken in increments of not less than 1/2 day at a time subject to the operating needs of the Employer. Supervisors may however, grant employee requests to use vacation time in smaller increments of fifteen (15) minutes after a minimum use of one-half (1/2) hour. Vacation time shall not be accumulated for more than 24 months after the end of the calendar year in which it was earned.

Employee's vacation time is computed in workdays and if subsequent to such computation there remains a fractional balance of 1/2 a workday or less, the employee's vacation account shall be credited with a 1/2 a day of vacation time; if there remains a fractional balance of more than 1/2 a workday the employee shall be deemed to have earned a full day of vacation time.

Such rounding off of fractional balances shall only be done upon an employee's request for vacation days in increments of five (5) or more. However, no employee shall accumulate more than one (1) day per calendar year by rounding off under this section.

Section 3. Interrupted Service

Computation of vacation time of State employees who have interrupted continuous State service shall be determined as though all previous State service which qualified for earning of vacation benefits is continuous with current service. Vacation credit for previous state service will be granted effective the date the employee provides sufficient proof of previous service. Vacation credit for previous state service will not be retroactive.

Section 4. Part-time Employees

Part-time employees shall earn vacation in accordance with the schedule set forth in Department of Central Management Services Personnel Rule 303.250 on a prorated basis determined by a fraction, the numerator of which shall be the hours worked by the employee and the denominator of which shall be the normal working hours in the year required by the position.

Section 5. Vacation Schedules

In establishing vacation schedules the agency shall consider both the employee's preference, the operating needs of the agency and the provisions of this Agreement. Once scheduled vacation is approved, it will only be canceled if the Employer's operating needs require that employee's services. An approved scheduled vacation can not be canceled solely because the employee's absence would necessitate the use of overtime. In any event, upon request vacation time shall be scheduled so that it will be taken no later than 24 months after the expiration of the calendar year in which such vacation time was earned. If any employee does not request and take accrued vacation within such 24 month period, vacation earned during such calendar year shall be forfeited.

Section 6. Vacation Request and Scheduling

A. Employees may submit in writing to the Employer their preferences for utilizing vacation time by January 31 and by January 31 of each calendar year for the twelve month period from April 1 through March 31 of the following calendar year.

Employees may submit a request for three (3) vacation periods which they prefer. A vacation period is defined as a specific block of time uninterrupted by work days with a beginning and ending date.

B. In establishing vacation schedules the employer shall consider both the employee's vacation period preference and the operating needs of the agency. Employees will request vacation time according to seniority. A calendar and seniority list shall be posted or otherwise made available to all employees for selection of preferred vacation requests in accordance with Section 6A above. The necessity of overtime assignment can not be the sole consideration in granting/disapproval of preference vacation requests under this Section if no other RN has made a request for the same time period. Where the employer is unable to grant vacation period preferences for all employees within a position classification within a facility but is able to grant some, the preferred vacation period(a specific block of time uninterrupted by work days with a beginning and ending date) will be granted on the basis of seniority. An employee who has been granted her/his first vacation period preference shall not be granted another preference request if such would require denial of the first vacation period preference of a less senior employee. Written approval will be provided as soon as practicable consistent with the timeframes contained in this section.

Employees who file their preference by January 31 shall be notified of the vacation schedules not later than March 1 of that calendar year.

C. Other vacation periods will be scheduled on the basis of employee's vacation period requests submitted to the Employer and the operating needs of the Employer. The Employer shall respond to these vacation period requests within five (5) work days. No employee's vacation request shall be unreasonably denied. The Employer must explain the reason for any denial.

Section 7. Vacation Benefits on Death of Employee

Upon the death of a State employee, the person or persons specified in Section 14a of "An Act in Relation to State Finance" approved June 10, 1919, as amended, shall be entitled to receive from the appropriation for personal services

theretofore available for payment of the employee's compensation such sum for any accrued vacation period to which the employee was entitled at the time of death.

Such shall be computed by multiplying the employee's daily rate by the number of days of accrued vacation due.

Section 8. Payment in Lieu of Vacation

If because of operating needs the Employer cannot grant an employee's request for vacation time within the twenty-four (24) month period after the expiration of the calendar year such time was earned, such vacation time shall be liquidated in cash at straight time provided the employee has made at least three (3) requests for such time within the calendar year preceding liquidation, or it may be accumulated indefinitely subject to the provisions of this Article.

No salary payment shall be made in lieu of vacation earned but not taken except as noted above and on termination of employment for eligible employees with at least six (6) months of continuous service in which case the effective date of termination shall not be extended by the number of days represented by said salary payment.

An employee who is indeterminately laid off pursuant to Article XI, Section 2, may receive lump sum payment in lieu of unused vacation under this Section at the request of the employee and with determination by the agency that funds are so available, otherwise the employee shall be paid from the regular payroll on a day-to-day basis until such accrued vacation is liquidated.

Such liquidation of vacation benefits does not extend the effective date of layoff and no additional benefits shall be earned or granted during such period of liquidation of vacation benefits.

In the event any agency specifies in the layoff plan approved in accordance with Personnel Rule 302.520 that the employee is to be recalled under Article XI, Section 4, on a certain date, the payment of salary in lieu of vacation may be withheld, with the payment becoming due on the date the employee is scheduled to return if in fact the employee is not recalled on that date.

In the event an employee is returned to active employment in trainee, provisional, probationary, certified or exempt status during such period of liquidation of vacation benefits, payment shall cease and the unpaid balance credited to the employee's vacation account. If the return is to any other status, the liquidation shall be completed, unless the employee requests otherwise.

Section 9. Notice of Earned Vacation Time

The Employer shall inform each employee in writing of the amount of the employee's earned and unused vacation time as of the effective date of this Agreement as soon as possible.

Section 10. Holidays

All permanent full-time employees shall have time off, with full salary payment, on the day designated as a holiday for the following:

New Year's Day	Columbus Day
Martin Luther King Day	Veterans' Day
Lincoln's Birthday	Thanksgiving Day
Presidents' Day	Friday Following Thanksgiving
Memorial Day	Christmas Day
Independence Day	General Election Day *(on which members of*
Labor Day	*the House of Representatives are elected)*

and any additional days proclaimed as holidays or non-working days.

All permanent part-time employees shall earn holidays on a prorated basis.

Section 11. Equivalent Time Off

A. When a holiday falls on an employee's scheduled day off or an employee is required to work on a holiday, equivalent time off will be granted within the following twelve month period at a time convenient to the employee and consistent with the Employer's operational needs. Where practicable, and within program units, the Employer will attempt to equalize holidays among those employees requesting such time off.

In lieu of equivalent time off as provided for in this section, an employee who works a holiday may choose to receive double time cash payment, except an employee who works on Thanksgiving Day, Christmas Day or Labor Day may choose to receive double time and one-half cash payment in lieu of time off. When an employee works a double shift on a holiday, either the actual holiday or the observed holiday, he/she shall receive equivalent time off or cash payment in the amounts specified above for the second shift as well as the first shift.

B. Nothing herein shall preclude employees on the active payroll from receiving less than the number of days off, set forth in Section 1 of this Article, with pay as a result of application of this or other provisions of this Agreement except as provided for in Section 11 of this Article.

Section 12. Payment in Lieu of Holiday

If because of agency needs the Employer cannot grant an employee's request for a day off to utilize an accumulated holiday within the twelve-month period following the earning of such holiday, the Employer after said twelve month period, shall pay the employee in cash in the amount of one day's pay.

Section 13. Holiday During Vacation

When a holiday falls on an employee's regularly scheduled workday during the employee's vacation period, an extra day shall be added to the employee's vacation.

Section 14. Eligibility

To be eligible for holiday pay the employee must work the employee's last scheduled workday before the holiday or accumulated holiday and the employee's first scheduled workday after the holiday or accumulated holiday

unless absence on either or both of those workdays is for good cause acceptable to and approved by the Employer.

Section 15. Accumulated Holiday Scheduling

When more than one employee in a position classification requests a particular day off for the purpose of liquidating an accumulated holiday and the Employer, consistent with operational needs, is able to grant one or more of the requests within a position classification, such day(s) off shall be granted to the employee who first requested the holiday. In those instances where more than one request is received on the same date, approval of an accumulated holiday shall be made on the basis of seniority. The Employer will notify the employee whether it can grant the request for a particular day off within five days of the request being made. Once approved, a day off to liquidate an accumulated holiday cannot be disapproved to accommodate the request of a more senior nurse. Holiday time off may be taken in increments of one-half (1/2) day, except where current practice so provides it may be taken in increments of less than one-half (1/2) day in accordance with that practice. Notwithstanding the above, supervisors may grant employee requests to use holiday time in smaller increments of fifteen (15) minutes after a minimum use of one-half (1/2) hour.

Section 16. Leave for Personal Business

All employees shall be permitted 3 personal days off each calendar year with pay. Employees entitled to receive such leave who enter service during the year shall be given credit for such leave at the rate of 1/2 day for each 2 months service for the calendar year in which hired. Such personal leave may not be used in increments of less than one-half (1/2) hour at a time. Supervisors may however, grant employee requests to use personal leave in increments of fifteen (15) minutes after a minimum use of one-half (1/2) hour.

Except for those emergency situations which preclude the making of prior arrangements, such days off shall be scheduled sufficiently in advance to be consistent with operating needs of the Employer. However, any unused personal business time not requested by the employee as of November 15 of the current calendar year shall be forfeited. When an employee is claiming an emergency situation in regards to the use of a personal business day, the Employer has the right to inquire as to the nature of the emergency, when reasonable grounds exist to suggest abuse or if an operational emergency of an extreme nature exists. The necessity of overtime assignment shall not be the sole consideration in the granting of requested personal time under this Section.

If an employee claims the use of an emergency personal day on holidays listed in this Agreement, or on the day before or after said holiday, the Employer has the right, upon request, to require documentation of the emergency when reasonable grounds exist to suggest abuse.

Personal leave shall not accumulate from calendar year to calendar year; nor shall any employee be entitled to payment for unused personal leave upon separation from the service except as provided in Section 8c(2) of the Personnel Code.

Section 17. Sick Leave

All employees shall accumulate sick leave at the rate of one day for each month's service. Sick leave may be used for illness, disability or injury of the employee, appointments with doctor, dentist or other professional medical practitioner for a member of the employee's immediate family or a person living in the employee's household; and also may be used in the event of serious illness, disability, injury or death of a member of the employee's immediate family or household. For purposes of definition, the "immediate family or household" shall be husband, wife, mother, father, brother, sister, children, mother-in-law, father-in-law, civil union partner or any relative or person living in the employee's household for whom the employee has custodial responsibility or where such person is financially and emotionally dependent on the employee and where the presence of the employee is needed. Sick leave may also be used in the event of death of grand relations and brother-in-law, sister-in-law, parent- and child-in-laws. Sick leave may be used in increments of one-half (1/2) hour at a time. Supervisors may however, grant employee requests to use personal leave in increments of fifteen (15) minutes after a minimum use of one-half (1/2) hour. The Employer may require evidence to substantiate that such leave days were used for the purposes herein set forth where the Employer has reason to believe that abuse has occurred. The Employer shall give an employee the reason(s) in writing for placing the employee on Proof Status.

a) Accumulation of Sick Leave: Employees shall be allowed to carry over from year to year of continuous service any unused sick leave allowed under this Section and shall retain any unused sick leave accumulated prior to the effective date of this Agreement.

b) Advancement of Sick Leave: An employee with more than two years continuous service, whose personnel records warrant it, may be advanced sick leave with pay for not more than 10 working days with the written approval of the Employer and the Director. Such advances will be charged against sick leave accumulated later in subsequent service.

c) On-the-job Injury-Industrial Disease: An employee who suffers an on-the-job injury or who contracts a service-connected disease shall be allowed full pay during the first calendar week of absence without utilization of any accumulated sick leave or other benefits provided the need for the absence is supported by medical documentation. This allowance with full pay for up to one calendar week shall be made in advance of the determination as to whether the injury or illness is service connected. If, within 30 days of the date of the allowance of full pay under this section, the employee has failed to complete the required paperwork and submit documentation to reach a decision regarding the service connected nature of the injury or illness, the time granted may be rescinded and the days will be charged against the employee's accumulated benefit time. Thereafter the employee shall be permitted to utilize accumulated sick leave. In the event such service-connected injury or illness becomes the subject of an award by the Industrial Commission, the employee shall restore to the State the dollar equivalent which duplicates payment received as sick leave days or other accumulated benefit time, and the employee's benefit accounts shall be credited with appropriate leave time equivalents.

d) Effective January, 1996, an employee shall be awarded one additional personal day on January 1st of each calendar year if no sick time was

used in the preceding twelve (12) month period, beginning on January 1st and ending December 31st. Such additional personal day shall be liquidated in accordance with Section 16 of this Article.

Section 18. Attendance in Court

Any permanent employee called for jury duty or subpoenaed by any legislative, judicial or administrative tribunal, shall be in pay status provided such attendance is during the employee's regular scheduled hours of work and is not a matter of personal litigation. Upon receiving the sum paid for jury service or witness fee, the employee shall submit the warrant, or its equivalent, to the agency to be returned to the fund in the State Treasury from which the original payroll warrant was drawn. Provided, however, an employee may elect to fulfill such call or subpoena on accrued time off and personal leave and retain the full amount received for such service. Employees selected to serve on a jury shall, upon request, be temporarily assigned to day shift for the duration of their jury duty period.

An employee subpoenaed by a legislative, judicial, or administrative tribunal for non-work related personal litigation shall be granted benefit time if such time is available or authorized dock time, at the employee's choice.

ARTICLE XVII

Leave of Absence

Section 1. General Leave

The Employer may grant leaves of absence without pay to employees for periods not to exceed six (6) months. Such leaves may be extended for good cause by the Employer for additional six (6) month periods. In agencies which previously had an established past practice of extending maternity leave beyond the actual period of disability, employees may request a general leave pursuant to this Section, for maternity related purposes. Such leave request, when combined with the actual length of disability leave or use of such leave for maternity purposes, pursuant to Section 9, shall not exceed a total of six (6) months. Such leave request shall be granted unless the operating needs of the agency preclude approval.

Section 2. Leaves for Elected Office

Any employee who is elected to a State office shall, upon request, be granted a leave of absence for the duration of the elected term.

Section 3. Educational Leave

Full time attendance at a college or university while taking courses that will enhance the professional competence of the employee in the employee's work for the Employer and/or while taking courses that lead to a degree in nursing, is a proper purpose for leave of absence and requests for that purpose made 6 months in advance will be routinely approved for one year. If the Employer denies a request because of operating needs, such denial will be reviewed within a reasonable period of time consistent with the principle that the number of

leaves from a work group are subject to reasonable limits. Such leaves shall not be unreasonably denied. An educational leave shall be renewed provided such extension is required for the employee to complete the original educational goal or course program and upon successful completion of the previous academic year. Work schedule changes may be permitted where practicable and where not imposing undue hardships on other employees, to employees who request such schedule changes for the purpose of attending college on unpaid time.

Section 4. Veterans Leave

Leaves of absence shall be granted to employees who leave their positions and enter military service for four (4) years or less (exclusive of any additional service imposed pursuant to law). An employee shall be restored to the same or a similar position on making an application to the Employer within ninety (90) days after separation from active duty or from hospitalization continuing after discharge for not more than one (1) year. The employee must provide evidence of satisfactory completion of training and military service when making application and be qualified to perform the duties of the position. Any permanent employee drafted into military services shall be allowed up to three (3) days leave with pay to take a physical examination required by such draft. Upon request, the employee must provide the Employer with certification by a responsible authority that the period of the leave was actually used for such purpose.

Section 5. Leave for Military Reserve or Special Duty

Any full-time employee who is a member of a reserve component of the Armed Services, the Illinois National Guard or the Illinois Naval Militia, shall be allowed annual leave with pay in accordance with the provisions of 5 ILCS 325/0.01 et seq. to fulfill the military reserve obligation. Such leaves will be granted without loss of seniority or other accrued benefits.

In the case of an emergency call-up (or order to State active duty) by the Governor, the leave shall be granted for the duration of said emergency with pay and without loss of seniority or other accrued benefits. Military earnings for the emergency call-up paid under the Illinois Military Code must be submitted and assigned to the employing agency, and the employing agency shall return it to the payroll fund from which the employee's payroll check was drawn. If military pay exceeds the employee's earnings for the period, the employing agency shall return the difference to the employee.

To be eligible for military reserve leave or emergency call-up pay, the employee must provide the employing agency with a certificate from the commanding officer of his/her unit that the leave taken was for either such purpose.

Any full-time employee who is a member of any reserve component of the United States Armed Forces or of any reserve component of the Illinois State Militia shall be granted leave from State employment for any period actively spent in such military service including basic training and special or advanced training, whether or not within the State, and whether or not voluntary.

During such basic training and up to sixty (60) days of special or advanced training, if such employee's compensation for military activities is less than his/her compensation as a State employee, he/she shall receive his/her regular

compensation as a State employee minus the amount of his/her base pay for military activities. During such training, the employee's seniority and other benefits shall continue to accrue.

Section 6. Peace or Job Corps Leave

Any employee who volunteers and is accepted for service in the overseas or domestic Peace or Job Corps shall be given an unpaid leave of absence from employment for the duration of the initial period of service and restored to the same or similar position, provided that the employee returns to employment within ninety (90) days of the termination of the employee's service or release from hospitalization from a service-connected disability.

Section 7. Adoption Leave

Employees shall be granted an unpaid leave of absence for a period not to exceed one year for the adoption of a child. Such leave may be renewed pursuant to Section 1 of this Article. Seniority and continuous service shall be retained and accumulated during the first six months of such leave.

Section 8. Leave to Take Exempt Position

The Director of Central Management Services may approve unpaid leaves of absence for employees who accept appointment in a State position which is exempt from Jurisdiction "B" of the Personnel Code. Such leaves of absence may be for a period of one (1) year or less and may be extended for additional one (1) year periods. At the expiration thereof, an employee shall be restored to the same or similar position, seniority permitting, upon making application to the Employer.

Section 9. Illness or Injury Leave (Non-service Connected)

Employees who have utilized all their accumulated sick leave days (except as provided in Section 10 below) and are unable to report to or back to work because of the start of or continuance of their sickness or injury, including pregnancy related disability, shall receive an unpaid non-service connected disability leave. Non-service disability leave provided under this section is intended only for leaves in excess of five consecutive working days and is not intended to replace or supplement authorized dock time. An employee may use other accrued paid time for this purpose but is not required to do so. During said leave the disabled employee shall provide written verification by a person licensed under the Illinois Medical Practice Act or under similar laws of Illinois. Such verification shall show the diagnosis, prognosis and expected duration of the disability; such verification shall be made no less often than every 30 days during a period of disability unless the nature precludes the need for such frequency.

Prior to requesting said leave, the employee shall inform the Employer in writing of the nature of the disability and approximate length of time needed for leave. The written statement shall be provided by the attending physician. If the Employer has reason to believe the employee is able or unable to perform his/her regularly assigned duties and the employee's physician certifies he/she as being able or unable to report back to work the Employer may rely upon the decision of an impartial physician as to the employee's ability to return to work.

Such examination shall be paid for by the Employer. The Employer will not arbitrarily deny such leave request.

A certified employee shall retain and accumulate seniority and continuous service while on Illness and Injury Leave up to a maximum of three years.

Section 10. On-the-Job Injury

A. In the case of an on-the-job or service-connected injury or disability, the employee shall accumulate seniority for the duration of the leave. At the end of an employee's Illness or Injury Leave he/she can return to his/her prior position classification, seniority permitting. If the employee does not have the seniority, the layoff provisions of this Agreement shall apply.

B. An employee who suffers an on-the-job injury or who contracts a service-connected disease shall be allowed full pay during the first calendar week of absence without utilization of any accumulated sick leave or other benefits. Thereafter the employee shall be permitted to utilize accumulated sick leave. In the event such service-connected injury or illness becomes the subject of an award by the Industrial Commission, the employee shall return to the state the dollar equivalent which duplicates payments received as sick leave days or other accumulated benefit time, and the employee's benefit accounts shall be credited with appropriate leave time equivalents.

C. Whenever any Nurse employed on a full time basis in the Department of Corrections, Department of Juvenile Justice, Veterans' Affairs or the Department of Human Services, Office of Mental Health and Developmental Disabilities and Residential Schools within the Office of Rehabilitation Services, suffers any injury in the line of duty as a direct or indirect result of violence by inmates, residents or students which causes him/her to be unable to perform his/her duties, such Nurse shall continue to be paid on the same basis as he/she was paid before the injury, with no deduction from sick leave, compensatory time or overtime accumulated, vacation, or service credit with a public employees pension fund during the time he/she is unable to perform his/her duties due to the result of the injury but no longer than one (1) year in relation to the same injury and all applicable benefits shall continue during such period as if he/she were at work. Any salary compensation due from Worker's Compensation or any salary due from any type of insurance which may be carried by the Employer shall revert to the Employer during the time for which continuing compensation is paid.

   After the one year period stated above or if the employee was not injured in the line of duty, the provisions of the Leave of Absence Article shall apply.

Section 11. Leave for Association Business

A. The Employer shall grant requests for leaves of absence without pay for not more than ten (10) bargaining unit employees at one time for the purpose of service as INA representatives or officers of the ANA or INA, for up to a maximum of two (2) years each, provided adequate notice thereof is given to the Employer and the granting of such leave will not substantially interfere with the Employer's operations. Such leaves shall be in increments of no less than one (1) month. During such leave employees shall retain and accumulate seniority and continuous service.

B. An employee attending a state or national Association convention, or other legitimate Association function such as State or area Association committee meetings having to do with collective bargaining shall be allowed time off without pay, subject to the prior approval of the Employer, which will be granted, provided such time off would not interfere with the operating needs of the Employer. The employee may utilize any accumulated time (holiday, personal, vacation days, etc.) in lieu of taking such without pay. The Association shall give the Employer at least ten (10) workdays advance notice of the employees who will be attending such functions.

Nothing in this section shall preclude the present practice of allowing time off with or without pay to employees for the purpose of attending certain professional activities.

Section 12. Employee Rights After Leave

A. When an employee returns from a leave of absence of six (6) months or less, or authorized extension thereof under Personnel Rule 303.140, or other leaves permitted by this Agreement, the Employer shall return the employee to the same or similar position in the same position classification in which the employee was incumbent prior to the commencement of such leave, seniority permitting. If the employee does not have the seniority, the layoff provisions of this Agreement shall apply.

B. 1) When an employee returns from a leave of absence of 120 continuous days or less, he/she shall be given the same permanent job assignment as the employee filled just prior to the start of such leave, provided however, the returning employee does not displace an employee from that job assignment with more seniority and such job assignment is still in existence.

2) When an employee returns from a leave of absence of more than 120 continuous days, he/she shall not be allowed to displace an employee in order to be placed in their previous job assignment.

3) This Section does not supersede paragraph A with regard to employee's seniority rights to their job classification upon return from leave of absence, but is for the purpose of defining job assignment rights upon return from leave.

Section 13. Failure to Return From Leave

Failure to return from leave of absence within five (5) days after the expiration date thereof may be cause for discharge. An employee's disability leave and employment shall be terminated when said employee is deemed permanently disabled pursuant to Personnel Rule 303.145.

Section 14. Family Responsibility Leave

A. An employee who wishes to be absent from work in order to meet or fulfill responsibilities, as defined in subsection (F) below, arising from the employee's role in his or her family or as head of the household will normally, upon request and in the absence of another more appropriate form of leave, be granted a Family Responsibility Leave for a period not to exceed one year. Such request

shall not be unreasonably denied. The Agency Head will consider whether the need for the family responsibility leave is substantial, whether the action is consistent with the treatment of other similar situations and whether the action is equitable in view of the particular circumstances prompting the request.

B. Any request for such leave shall be in writing by the employee not less than 15 calendar days in advance of the leave unless such notice is precluded by emergency conditions, stating the purpose of the leave, and the expected duration of absence.

C. Such leave shall be granted only to a permanent full-time employee, except that an intermittent employee shall be non-scheduled for the duration of the required leave. An employee in temporary, emergency, provisional, or trainee status shall not be granted such leave.

D. 'Family Responsibility' for purposes of this Section is defined as the duty or obligation perceived by the employee to provide care, full-time supervision, custody or non-professional treatment for a member of the employee's immediate family or household under circumstances temporarily inconsistent with uninterrupted employment in state service.

E. 'Family' has the customary and usual definition for this term for purposes of this Section, that is:

1) group of two or more individuals living under one roof, having one head of the household and usually, but not always, having a common ancestry, and including the employee's spouse and/or civil union partner.

2) such natural relation of the employee, even though not living in the same household, as parent, sibling or child; or

3) adoptive, custodial and 'in-law' individuals when residing in the employee's household but excluding persons not otherwise related of the same or opposite sex sharing the same living quarters but not meeting any other criteria for 'family'.

F. Standards for granting a Family Responsibility Leave are:

1) to provide nursing and/or custodial care for the employee's newborn infant, whether natural born or adopted for a period not to exceed one year;

2) to care for a temporarily disabled, incapacitated or bedridden resident of the employee's household or member of the employee's family;

3) to furnish special guidance, care or supervision of a resident of the employee's household or a member of the employee's family in extraordinary need thereof;

4) to respond to the temporary dislocation of the family due to a natural disaster, crime, insurrection, war or other disruptive event;

5) to settle the estate of a deceased member of the employee's family or to act as conservator if so appointed and providing the exercise of such functions precludes the employee from working; or,

6) to perform family responsibilities consistent with the intention of this Section but not otherwise specified.

G. If the agency requires substantiation or verification of the need by the employee for such leave, the substantiation or verification shall be consistent with and appropriate to the reason cited in requesting the leave, such as:

1) a written statement by a physician or medical practitioner licensed under the "Medical Practice Act" (225 ILCS Section 60, et seq.) or under similar laws of Illinois or of another state or country or by an individual authorized by a recognized religious denomination to treat by prayer of spiritual means, such certification to show the diagnosis, prognosis and expected duration of the disability requiring the employee's presence.

2) written report by a social worker, psychologist, or other appropriate practitioner concerning the need for close supervision or care of a child or other family member;

3) written direction by an appropriate officer of the courts, a probation officer or similar official directing close supervision of a member of the employee's household or family; or

4) an independent verification substantiating that the need for such leave exists.

H. Such leave shall not be renewed, however a new leave shall be granted at any time for any reason consistent with Section 303.148(f) other than that for which the original leave was granted.

I. If an agency has reason to believe that the condition giving rise to the given need for such leave no longer exists during the course of the leave, it would require further substantiation or verification and, if appropriate, direct the employee to return to work on a date certain.

J. Failure of an employee upon request by the employing agency to provide such verification or substantiation is cause on due notice for termination of the leave.

K. Such leave shall not be used for the purpose of securing alternative employment. An employee during such leave may not be gainfully employed full time, otherwise the leave shall terminate.

L. Upon expiration of a Family Responsibility Leave, or prior to such expiration by mutual agreement between the employee and the employing agency, the agency shall return the employee to the same or similar position classification that the employee held immediately prior to the commencement of the leave. If there is not such position available, the employee will be subject to layoff in accordance with the Section on Voluntary Reduction and Layoff (80 Ill. Adm. Code 302: Subpart J).

M. Nothing in this Section shall preclude the reallocation or abolition of the position classification of the employee during such leave nor shall the employee be exempt from the Section on Voluntary Reduction and Layoff by virtue of such leave.

Section 15. Maternity/Paternity Leave

All employees who provide proof of their pregnancy or that of their female partner at least 30 days prior to the expected due date will be eligible for 4 weeks (20 work days) of paid maternity/paternity leave for each pregnancy resulting in birth or multiple births. Should both parents be employees they shall be allowed to split the 4 weeks (20 work days). No employee will be allowed to take less than a full work week (5 consecutive days). Regardless of the number of pregnancies in a year, no employee shall receive more than 6 weeks (30 work days) of paid leave under this Section per year. The State shall require proof of the birth. In addition, non-married male employees may be required to provide proof of paternity such as a birth certificate or other appropriate documentation confirming paternity. Leaves under this Section shall also be granted in cases of a full term still born child.

All bargaining unit members are eligible for four (4) weeks (20 days) of paid leave with a new adoption, with the leave to commence when physical custody of the child has been granted to the member, provided that the member can show that the formal adoption process is underway. In the event the child was in foster care immediately preceding the adoption process the leave will commence once a court order has been issued for permanent placement and the foster parent has been so notified of their right to adopt as long as the foster child has not resided in the home for more than three (3) years. The agency personnel office must be notified, and the member must submit proof that the adoption has been initiated. Should both parents be employees they shall be allowed to split the 4 weeks (20 work days). No employee will be allowed to take less than a full work week (5 consecutive work days). Regardless of the number of adoptions in a year no individual shall receive more than 6 weeks (30 work days) of paid leave under this Section per year. Maternity/Paternity leave is for the purpose of bonding with the new member of the household. Employees are not eligible for the above referenced leave in the event the adoption is for a step-child or relative with whom the employee has previously established residency for a period of one (1) year or more.

ARTICLE XVIII

Health Insurance and Pensions

During the term of this Agreement, the Employer shall continue in effect, and the employees shall enjoy the benefits, rights and obligations of (a) the Group Insurance Health and Life Plan applicable to all Illinois State employees pursuant

to the provisions of the State Employees Group Insurance Act of 1971 (Public Act 77-476) and as amended or superseded.

During the term of this Agreement, the Employer shall continue in effect, and the employees shall enjoy the benefits, rights and obligations of the retirement program provided in the Public Act 90-65 and as amended or superseded.

Effective January 1, 1992, the Employer shall make the employee contribution to the appropriate Retirement System for all employees in an amount equal to the coordinated rate (4% for covered employees; 5.5% for covered employees in the alternative formula), as an offset to a salary increase.

The employee contributions shall be treated for all purposes in the same manner and to the same extent as employee contributions made prior to January 1, 1992, consistent with Article 14 of the Illinois Pension Code.

Effective January 1, 2005, employees shall make half the employee contribution to the appropriate Retirement System in an amount equal to the coordinated rate (2% for covered employees; 2.75% for covered employees in the alternative formula).

Effective January 1, 2006, employees shall make the employee contribution to the appropriate Retirement System in an amount equal to the coordinated rate (4% for covered employees; 5.5% for covered employees in the alternative formula).

The employee contributions shall be treated for all purposes in the same manner and to the same extent as employee contributions made prior to January 1, 1992, consistent with Article 14 of the Illinois Pension Code.

Effective with retirements on or after January 1, 2001, all bargaining unit members covered by the SERS will receive the following pension benefits:

1. Employees on the SERS standard formula can retire based upon their actual years of service, without penalty for retiring under age 60, when their age and years of service add up to 85 (in increments of not less than one month). Employees eligible to retire under this "Rule of 85" will be entitled to the same annual adjustment provisions as those employees currently eligible to retire below age 60 with 35 or more years of service.

2. For coordinated SERS employees in the Department of Corrections, Department of Juvenile Justice and nurses permanently assigned to the forensics units at Chester, Choate, Elgin, Alton, and McFarland in the Department of Human Services, on the alternative formula, a flat formula of 2.5% per year of service, based on the higher of the Final Average Salary, or the rate of pay on the final day of employment, up to a maximum of 80% of FAS.

3. For non-coordinated SERS employees in the Department of Corrections, Department of Juvenile Justice and nurses permanently assigned to the forensics units at Chester, Choate, Elgin, Alton, and McFarland in the Department of Human Services, on the alternative formula, a flat formula of 3.0% per year of service, based on the higher of the Final Average Salary (FAS), or the rate of pay on the final day of employment, up to a maximum of 80% of FAS.

4. Coordinated and non-coordinated SERS employees on the alternative formula will make the following additional contributions to the pension system: 1% of compensation effective January 1, 2002; 2% of compensation effective January 1, 2003; and 3% of compensation effective January 1, 2004.

ARTICLE XIX

Professional Training and Development

Section 1. Professional Meetings

Employees will be granted a reasonable period of time to attend meetings dealing substantively and primarily with professional advancement and development without loss of pay subject to the operating needs of the agency.

Section 2. Continued Education Paid Time

The Employer will provide each nurse a minimum of 24 hours per year on paid time to enroll in training approved for continuing education credit for nurses subject to management approval as well as the operating needs of the Employer. On July 1, 2013, the Employer will request funding for a budget of $125 per employee, per fiscal year for purposes of continued education programs or for courses that are otherwise job or career related. Employees will be entitled to reimbursement subject to the availability of these funds. Agencies will provide INA with semi-annual reports, in April and October, which will include the name of each nurse requesting CE moneys pursuant to this Section and the disposition of the requests, including the reason for denials, if any. The Employer shall make a reasonable effort to provide courses, instruction, or opportunities available to employees in order to comply with the continuing education requirements of the Illinois Nurse Practice Act.

Section 3. In-Service Education

The Employer and the Association agree that regular in-service education specifically for nurses is desirable and that programs adapted to these needs should be offered to employees covered by this Agreement to the extent practicable.

Section 4. Tuition Program

A. The Employer agrees that where tuition program practices exist, employees in this bargaining unit shall be given a fair share of funds from those available for the tuition program.

B. In addition to the above, effective July 1, 2013 the Employer will establish a fund of $85,000 which shall be used to pay tuition for bargaining unit employees for any approved job related college courses provided at accredited institutions. Approval will not be withheld if application is appropriately made, the course is job-related, funding is available and the institution is accredited. The amount of $85,000 will also be available effective July 1, 2014.

These funds will be disbursed according to the following procedures:

1) Nurses who apply through the INA Tuition Program will have tuition paid by the Department of Central Management Services for approved courses on a first come, first served basis until the fund is exhausted for the fiscal year.

2) No nurse shall receive more than $3000 per semester while participating in the tuition program. Any Federal, State, and Agency money received by the employee shall adjust the amount paid on behalf of the employee. It is the responsibility of the student to notify the INA Tuition Coordinator of any additional money paid on his/her behalf. Failure to notify the INA Tuition Coordinator of any additional money paid on the employee's behalf shall result in the employee's termination from the program for a minimum one year period. Once the course is complete, the employee may be required to provide proof of a passing grade of a least a "C". Failure to receive a final passing grade of at least a "C" will disqualify the employee from future participation in the tuition program, unless the cost of the course is repaid to the Employer. The Department of Central Management Services will require a work commitment in accordance with 20 ILCS 415(8c), effective January 1, 1992 for employees who have tuition paid through the Tuition Program. Employees attending public in-state accredited institutions will receive 100% reimbursement. Employees attending private Illinois institutions, or out-of-state institutions, will receive 80% reimbursement if attendance at an Illinois public institution is not feasible.

C. Central Management Services will provide INA with reports each April and October which contain the following information:

1) Names of nurses who have received money under Part A above, the amount each nurse has received and for what courses.

2) Names of nurses who have received money under Part B above, the amount each has received and for what courses.

3) Names of nurses who have been approved for tuition, the nurses for which approval has been given, the amount of money approved for reimbursement but not paid out to date that year, and under which Part A or B, the money will be reimbursed.

4) Names of nurses who have applied for tuition and been denied and the reason for the denial.

Section 4. Continued Instruction

If the Employer makes any significant changes or additions to equipment, forms, procedures or policies, and the use of said items becomes part of the employee's job function, the Employer will provide the employee with appropriate instruction.

ARTICLE XX

Wages and Other Pay Provisions

The rates of pay for Nurses covered by this Agreement shall be determined by the following sections of this Article and as set forth in Schedule A.

Section 1. General Wage Increase

A. Effective July 1, 2012, the pay rates for all bargaining unit classifications and steps shall be increased by 0% which rates are set out in Schedule A.

B. Effective July 1, 2013, the pay rates for all bargaining unit classifications and steps shall be increased by 2.00%, which rates are set out in Schedule A.

C. Effective July 1, 2014, the pay rates for all bargaining unit classifications and steps shall be increased by 2.00%, which rates are set out in Schedule A.

D. Longevity:

Effective July 1, 2010, the Step 8 rate shall be increased to $50.00 per month for those employees who have three (3) or more years of creditable service on Step 8 in the same pay grade.

Effective July 1, 2010, the Step 8 rate shall be increased to $75.00 per month for those employees who have six (6) or more years of creditable service on Step 8 in the same pay grade.

Effective July 1, 2013, the Step 8 rate shall be increased to $75.00 per month for those employees who have three (3) or more years of creditable service on Step 8 in the same pay grade.

Effective July 1, 2013, the Step 8 rate shall be increased to $100.00 per month for those employees who have six (6) or more years of creditable service on Step 8 in the same pay grade.

E. Step 8

Effective January 1, 2002, employees with twelve (12) months or more of creditable service on Step 7 on or before that date shall be placed on Step 8.

Section 2. Steps 1 Through 5

A. Satisfactory Performance Increase - A Nurse who has not attained Step 5 of the appropriate pay range and whose level of performance has been at a satisfactory level of competence, shall be successively advanced in pay to the next higher step in the salary range after one year of creditable service in the same class.

A satisfactory performance increase shall become effective on the first day of the month within which the required period of creditable service is reached.

No satisfactory performance increase may be given after the effective date of separation.

B. Withholding Satisfactory Performance Increase - As an inducement toward attainment of satisfactory level of competence, Satisfactory Performance Increases may be withheld from a Nurse who has not achieved a satisfactory level of performance. Such action must be supported by:

i. A Performance Record showing less than satisfactory performance. This must be prepared by appropriate supervisor, discussed with the Nurse and approved by the agency head prior to the date the increase would otherwise become effective. The Performance Record will not be invalidated by refusal of a Nurse to sign. In such cases an explanatory comment shall be made on the record by the supervisor. This record will be preserved by the agency.

ii. Notice of withholding of Satisfactory Performance Increases to the Department of Central Management Services - It shall be reported upon completion of action required by (i) above, but not later than the submission of the payroll reflecting the denial of the increase.

C. Re-determination - A Satisfactory Performance Increase previously withheld shall be granted when the cause for withholding has been eliminated. Re-determination must be made at least annually. In such cases the increases will be effective the first day of the month following date of approval and will be preceded by the preparation and filing of a Performance Record within the agency indicating the attainment of satisfactory level of competence.

D. Superior Performance Increase - The Director of an agency employing Nurses may grant a superior performance increase to a Nurse who characteristically carries out his/her work activities in such a way that the results are substantially above a satisfactory level of performance.

A Nurse shall be eligible for a superior performance increase after six months continuous service. A minimum of 18 months must elapse between superior performance increases. A superior performance increase shall be for one step in the appropriate salary range. A superior performance increase does not affect the creditable service anniversary date. A Performance Record supporting a superior performance increase award shall be retained by the agency head, and shall be available to the Director of Central Management Services upon request.

During the fiscal year, the number of superior performance increases granted should not exceed one out of five nurses.

E. Promotions - Upon promotion an employee shall be advanced to the lowest step in the new grade which represents at least a full step increase in the former grade. An equivalent of a full step for those employees on Step 7 shall be determined by the value difference between Steps 6 and 7 of the former pay grade. Longevity pay, as provided in Article XX, Section 1.**H**, shall be included in an employee's rate of pay when determining whether a step represents a full step increase. If a promoted employee's creditable service date is within 90 days of the effective date of the promotion, the Employer shall also include the projected service increase in the computation of the promotional salary increase.

Section 3. Movement from Steps 5 and 6

Employees on Steps 5 and 6 shall be advanced to the next higher step on the first day of the month within which 12 months of satisfactory creditable service is reached. The employee will then be given a new creditable service date.

Section 4. Severance Pay

Where a facility closes permanently, employees affected thereby with two (2) or more years seniority and on the agency's payroll at the time of such closure or termination, or who were previously laid off as a result of such closure, not offered another bargaining unit position as defined below within sixty (60) days of such closure or termination and within fifty (50) miles of the employee's work location, shall be offered severance pay in the amount of one (1) month's compensation at their monthly rate of pay in effect at the time of such closure or termination. Provided, however, that an employee who elects to remain on the layoff list for a period in excess of six (6) months, or who obtains another bargaining unit position, or who refuses an appropriate position offered by the Employer within his/her position classification series (or if his/her classification is the only one in its series, within a comparable classification) shall forfeit any severance pay which is due under this Section. If an employee accepts severance pay he/she shall be considered terminated.

Section 5. Bilingual Pay

Effective July 1, 1995, employees whose positions require the use of a second language or sign language shall receive an additional $100.00 or 5% per month, whichever is greater.

Section 6. Maximum Security

All employees with seven or more years of continuous service with the Department of Corrections and Department of Juvenile Justice who are currently employed at Department of Corrections and Department of Juvenile Justice maximum security institutions shall receive an additional $50.00 increase adjustment to their step salary as long as they remain employees at a maximum security facility.

Section 7. Direct Deposit

The parties agree that direct deposit is mandatory for all employees covered under this agreement. In addition, paychecks will be delivered electronically where available.

Section 8. Appropriate Step

Effective July 1, 2012, the employees at the frozen agencies will be placed on the appropriate step of the wage scale that they would have been placed but for the freeze.

Section 9. Negotiated Wage Rate

Any employee who is not paid the negotiated wage rate as scheduled in this Agreement shall not be charged any increased cost for health insurance premiums, co-payments, or deductibles during the period he/she is not being paid the negotiated rate established in the wage and salary schedule.

ARTICLE XXI

No Strike

Section 1. No Strike

The Employer and the Association recognize their responsibility to provide uninterrupted services. Therefore, for the duration of this Agreement:

The Association agrees that neither it, its officers, agents, representatives nor members, individually or collectively, will authorize, instigate, cause, aid, condone or take part in any strike, work stoppage, sit-down, stay-in, slowdown or other concerted interruption of operations or services by employees (including purposed mass resignations or sick calls) or any concomitant thereof.

When the Employer notifies the Association by certified mail, telegram or other means that any of its members are engaged in any such strike activity, the Association upon verification shall immediately, in writing, request such employees to return to work, provide the Employer with a copy of such order by certified mail within 24 hours of receipt of the notification from the Employer, and a responsible leader of the Association shall publicly request the striking employees to discontinue such conduct. Failure of the Association to take such action may be considered in determining whether or not the Association caused or authorized, directly or indirectly, the strike.

Section 2. Employee Rights

The Employer reserves the right to discipline employees up to and including discharge for violation of the provisions of this Article.

The Employer and the Association recognize the right of employees and/or the Association to resort to the grievance procedure on behalf of any disciplined employee(s), for the purpose of contending that the amount of discipline imposed on an employee or group of employees was lesser or greater than that imposed on another employee or group of employees for the same conduct prohibited by this Article. The Arbitrator shall have no authority to modify the discipline unless the Association establishes, after the Employer presents the basis for its action,

that the imposition of discipline in said circumstances was disparate or that the employee(s) did not engage in conduct prohibited by this Article.

Section 3. Association Notification

The Association agrees to notify all local officers, representatives and committeemen or committeewomen of their obligations and responsibilities under this Article.

ARTICLE XXII

Authority of the Contract

Section 1. Partial Invalidity

Should any part of this Agreement or any provisions contained herein be judicially determined to be contrary to law, such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect. The parties shall attempt to re-negotiate the invalidated part or provision.

Section 2. Effect of Current Policies and Practices

When a current practice or policy of the Employer conflicts with the provisions of this contract, the contract shall prevail. However, clearly enunciated and acted upon practices, recognized over a reasonable period of time as fixed and established practices accepted by both parties different from the provisions described in this Agreement, shall be controlling where they remain mutually acceptable following the effective date of this Agreement. When a policy or practice is no longer acceptable to one party, it shall serve notice on the other party at least at the Agency or Local Association level of its intent to declare the contract provisions controlling. If the other party desires to maintain the policy or practice, the parties shall meet to resolve this difference. Such discussions, consultation, and negotiations shall conclude within sixty (60) days of the serving of notice. Failing resolution, the contract provision shall apply. Furthermore, 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 discussion and negotiations with the Association. If good faith negotiations fail to produce agreement, management may unilaterally exercise its judgment in making or continuing the change. This Section shall not require the extension of agency or work location policies and practices to other agencies or work locations.

Section 3. Effect of Department of Central Management Services Personnel Rules and Pay Plan

Unless specifically covered by this Agreement, the Rules of the Department of Central Management Services and its Pay Plan shall control. Subject to the Personnel Code the parties agree that the provisions of this Agreement shall supersede any provisions of the Rules of the Director of Central Management Services relating to any subjects of collective bargaining contained herein when the provisions of such Rules differ with this Agreement. As provided for in Section 3, in the event the Director of Central Management Services proposes to

change an existing Rule or Pay Plan of the Department of Central Management Services, and such Rule or Pay Plan does not cover a matter contained in this Agreement, the Association shall be notified of such proposed change and shall have a right to discuss and negotiate over the impact on wages, hours, and conditions of employment, if any, of the change prior to its effective date provided such change involves a mandatory subject of bargaining.

Section 4. Increase or Decrease of Benefits

In the event the Director of Central Management Services unilaterally grants an increase in fringe benefits to every and all non-INA bargaining unit employees subject to the Personnel Code, such increase shall be made applicable to the employees covered by this Agreement. Reduction in benefits, however, shall not be made applicable, and the provisions of this Agreement shall apply.

Section 5. Obligation to Bargain

Unless otherwise provided herein, this Agreement represents the entire Agreement of the parties and shall supersede all previous agreements, written or verbal. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the employer and the Association agree that the other shall not be obligated to bargain on any issue which was bargained or should have been bargained during negotiations resulting in this Agreement, unless mutually agreed otherwise.

ARTICLE XXIII

Term of Agreement

The provisions of this Agreement shall become effective July 1, 2012, and shall continue in effect, subject to the provisions herein, until midnight of June 30, 2015.

The parties agree to meet not more than sixty (60) days nor less than thirty (30) days prior to the expiration date. If renewal negotiations extend past June 30, 2015, this Agreement shall continue in effect subject to ten (10) days notice of termination by either party.

In witness hereof, the parties have hereunto set their signatures on the day herein above first written.

For the INA:

6/19/13
Date

45 by

For The State of Illinois

6/19/13
Date

SIDE LETTER

INA LOBBY DAY

The parties agree that participation in INA "Lobby Day" is not subject to Article XIX, Section 1, Professional Meetings and Section 2, Continued Education Paid Time.

For the INA:

Date

For The State of Illinois 45 by

Date 6/19/13

SIDE LETTER

EMPLOYING UNIT

For the purpose of Articles IX and XI, employing unit shall be defined as each individual facility for the Departments of Corrections, Department of Juvenile Justice, Human Services and Veteran's Affairs; the employing unit for the Department of Human Services non-facility based nurses and for all other agencies shall be defined by the Employer with reasonable notice.

For the INA:

Date 6/19/13

For The State of Illinois 45 by

Date 6/19/13

SIDE LETTER

TRAVEL TIME POLICY
DEPARTMENT OF PUBLIC HEALTH

For travel reimbursement purposes only, an employee's residence is designated as his/her headquarters. Travel between an employee's residence (headquarters) and a temporary work site is considered work time and such travel will be reimbursed according to Travel Board regulations. Travel between an employee's residence (headquarters) and the regional office that is in excess of 15 minutes a day will be considered work time and such travel will be reimbursed according to Travel Board regulations.

Travel reimbursement will not be affected in any way by trips to the employee's Regional Office for the purpose of receiving/delivering Long Term Care survey packages or complaints or stays of one hour or less which may require a stop at the office, as directed by management, in the course of the employee's work day.

For the INA:

6/19/13
Date

For The State of Illinois 45 by

6/19/13
Date

SIDE LETTER

DRUG SCREENING FOR APPLICANTS AND EMPLOYEES IN THE DEPARTMENT OF CORRECTIONS and DEPARTMENT OF JUVENILE JUSTICE

1. The Employer and the INA acknowledge that substance abuse is a serious and complex, but treatable condition/disease that negatively affects the productive, personal, and family lives of employees and the stability of the workplace.

2. The Employer and the INA are committed to addressing the problems of substance abuse in order to ensure the safety of the working environment, employees, the public, and to providing employees with access to necessary treatment and rehabilitation assistance.

3. The Employer and the INA agree to establish a subcommittee with the purpose of this subcommittee being to develop an employee drug screening program for the Department of Corrections and the Department of Juvenile Justice. The subcommittee will consist of three bargaining unit representatives and three management representatives. Employees will attend without loss of pay. The following parameters are accepted as a starting point and both parties agree the program will be developed consistent to these standards.

   A. The standard to be used to determine if drug testing an employee is necessary is "reasonable suspicion" and "random basis".

   B. The definition of drugs to be tested for will be limited to those substances identified in 720 ILCS 550/3 and 570/100 et seq., including cannabis.

   C. Chain of custody documentation for the specimen shall be maintained from collection to analysis to destruction and the split sample method shall be utilized.

   D. The laboratory selected to conduct the analysis must demonstrate technical expertise and proficiency in toxicology

testing. Persons conducting the testing shall be certified as qualified.

E. The Employer agrees to provide the Association with information necessary to police this agreement.

F. The parties agree that effective July 1, 2000, if just cause is established as a result of a pre-disciplinary meeting, discipline for violations shall be as follows:

OFFENSE	DISCIPLINE
First Offense	15-Day Suspension without pay
Second Offense	Discharge

For employees with one positive finding prior to July 1, 2000, the discipline for a first offense of a positive finding after July 1, 2000 shall be a fifteen (15) day suspension without pay. For employees with two (2) positive findings prior to July 1, 2000, the discipline for a first offense of a positive finding after July 1, 2000, and within five (5) years of the prior offenses, shall be discharge.

The parties agree that effective January 1, 2001, if just cause is established as a result of a pre-disciplinary meeting, discipline for violations shall be as follows:

OFFENSE	Discipline
First Offense	Discharge

For the INA:

6/19/13
Date

45 by

For The State of Illinois

6/19/13
Date

Memorandum of Understanding

LIGHT DUTY

Agencies shall be governed by the policy set forth below.

An employee who has suffered a service connected injury or illness, or who is unable to perform his/her regular duties for a period of more than sixty (60) calendar days, shall be assigned to light duty provided the Employer determines that a suitable light duty assignment is available. Such determination shall not be arbitrary or capricious. However, by mutual agreement an agency and the Union may agree to a shorter time frame for eligibility subject to the approval of the Department of Central Management Services. Light duty assignments shall be subject to the following provisions:

1. Employees shall be assigned to light duty provided that the treating physician indicates in writing that the employee is capable of returning to work and performing light duty and will likely be able to return to full duties within 120 days of the employee's evaluation.

2. Employees on light duty on the effective date of this agreement may continue performing light duties consistent with this policy if their doctor indicates in writing that they will likely be able to return to full duties within 120 days.

3. If at the end of a 120 day period; an employee, in the opinion of the treating physician, is not capable of performing full duties, he/she shall continue on light duty with the approval of the treating physician for a period of thirty (30) days.

4. Up to one (1) additional thirty (30) day extension shall be granted if necessary, but in no instance shall an employee be permitted to remain on light duty more than one hundred and eighty (180) days, except for that period of time which preceded the date of this agreement.

5. Prior to assignment on light duty, a designated union/facility representative, management, and the employee shall meet to discuss the employee's assignment. Such assignments shall be made within the limitations set by the treating physician.

6. If management desires to change an employee's light duty tasks, it shall again meet with the employee and the union representative to repeat the process herein as set forth in #5.

7. In the case of a dispute between management and the union, the Union and the affected employee retain the right to grieve the assignment.

8. Any change in work schedule (shift or days off) will only be done by agreement with the Union and the Employer.

9. The employee shall receive his/her base rate of pay and benefits consistent with his/her classification.

10. Current practices regarding an employee on light duty being counted or not counted as part of a staffing minimum shall continue.

11. Employees on light duty shall not be in an overtime rotation unit, shall not be mandated to work overtime, and shall not be permitted to volunteer for overtime assignments, unless mutually agreed otherwise at the agency level.

12. The Union may initiate an expedited grievance at the Agency level over any violation of this policy.

13. In no case shall an employee be placed in an area that will pose health or safety risks to the employee or other staff.

14. If an employee is assigned a task beyond the limitations set by the treating physician, the employee shall have the right to refuse such task.

15. Light duty assignments shall be temporary in nature and shall not be considered permanent vacancies as set forth in Article IX.

16. In the event that there are less light duty assignments available than employees who are eligible, first priority shall be given to employees with service connected illness or injury. However, no employee shall be removed from light duty in order to give priority to an employee with a service connected illness or injury.

17. Employees do not waive any rights to Worker's Compensation benefits by participating in the program.

18. Light duty status should be reevaluated by a medical professional every thirty (30) days at a minimum.

For the INA:

6/19/13
Date

45
For The State of Illinois

6/19/13
Date

Memorandum of Understanding

Mandatory Overtime

The parties agree that mandatory overtime should be the exception and not the norm. Except in an emergency situation, overtime known at least two weeks, fourteen (14) days in advance of the start of the shift that is not filled by volunteers will be filled by mandatory overtime, unless mutually agreed otherwise by the parties. When possible, the Employer will mandate employees to work four (4) hour shifts (or the equivalent of one half the length of a regular shift), unless mutually agreed otherwise by the parties. Nurses who have signed up for voluntary overtime that will be completed within 48 hours of the date the mandate is to take place shall be bypassed for this mandate except in emergency situations.

Discipline for refusal to work a mandatory overtime in unforeseen or unusual circumstances beyond the control of the Employer, including unexpected absences discovered at the commencement of a shift for all employees covered by this agreement will be as follows:

1st Offense – oral reprimand
2nd Offense – written reprimand
3rd Offense – 1 day suspension
4th Offense – 3 day suspension
5th Offense – 5 day suspension
6th Offense – 7 day suspension
7th Offense – 10 day suspension
8th Offense – 15 day suspension
9th Offense – 20 day suspension
10th Offense – Termination

Any discipline imposed for refusal of mandatory overtime shall be removed from an employee's record if, from the date of the discipline imposed, one (1) year passes without the employee receiving any additional discipline for refusal of a mandated overtime shift.

Employees with current discipline for refusal of mandatory overtime shall be integrated on the new discipline grid. If the current discipline does not match a step on the grid, the employee will be placed on the nearest step that does not result in an increase in their current discipline level.

For the INA:

6/19/13
Date

45 by

For The State of Illinois

6/19/13
Date

Side Letter

Compensatory Time

Employees will be allowed to accumulate up to five (5) work days of compensatory time. If an employee reaches the maximum compensatory time allowed within the first six (6) months of the fiscal year, the Employer may require it to be liquidated at that time. Any remaining compensatory time shall be liquidated at the end of the fiscal year, per Article VI, Section 5. The granting of compensatory time shall be based on the operational needs of the Employer. Current agency/local practices regarding compensatory time shall continue unless negotiated otherwise.

For the INA:

6/19/13
Date

45 by
For The State of Illinois

6/19/13
Date

Affirmative Attendance Policy MOU

1. The Employer recognizes that personal problems may affect employee attendance and encourages utilization of the Employee Assistance Program.

2. Unauthorized absences shall be those absences for which time is not approved. The threshold between late arrival and unauthorized absence is one hour after the starting time. Although tardiness is not considered an unauthorized absence under this agreement, employees are expected to report to work on time each day as scheduled.

3. Authorized dock time shall be granted when sick time has been exhausted if proper medical certification is provided within three (3) work days. It is the employee's responsibility to provide medical certification to their supervisor. Documents that do not contain the necessary elements will not be accepted and the employee will be so notified. The absences shall be considered unauthorized if acceptable certification is not subsequently provided within five (5) work days.

   Proper medical certification must contain the following elements:

   a) Signature, address, and phone number of the medical practitioner (or the authorized designee);
   b) The pertinent dates in question of the illness or injury;
   c) An Indication that the employee was unable to work on the date(s) in question for the reasons of personal or family illness;
   d) The original medical statement; if the employee needs a copy management will provide.

   Notwithstanding the above, the Employer may accept an electronically generated statement with an electronic signature or a facsimile with cover page, as long as the necessary information is provided as set forth in 3(a), (b), (c) and (d).

   Vacation, holiday, compensatory and personal business time shall be requested in advance, except in emergency situations and as set forth in Paragraph #5. If no personal business, vacation, holiday or compensatory time is available, authorized dock time shall be approved for emergency situations, subject to verification of the emergency situation.

4. Authorized dock time under these circumstances is limited to five (5) days within a twelve (12) month period, unless approval for more time is granted by the authorizing supervisor. Employees who have used all allowable authorized dock time shall be informed of their right to apply for an appropriate leave of absence. Employees who have been on proof status within the previous three (3) months shall have no right to authorized dock time.

5. All employees' requests for benefit time usage must be supported by a request for time off form submitted by the employee. In accordance with agency practice, requests for available benefit time other than unscheduled sick leave, emergency personal business and inclement weather situations, shall be made reasonably in advance, in writing, using the proper form. Consideration of such requests shall be in accordance with the Master Agreement.

   Same day call-in requests for vacation, compensatory, and holiday time shall be made only when it is not possible to request such time in advance and in writing using the appropriate form. When an employee is claiming that it is not possible to request the vacation, compensatory or holiday time reasonably in advance in writing, the Employer has the right to inquire as to why it was not possible, although such inquiry may only be made when reasonable grounds exist to suggest abuse. Same day call-in requests for vacation, compensatory or holiday time shall not be denied unless a bona fide operating need exists to do so. Under no circumstances will such request be denied solely because a request is called-in on the day requested. The form must be provided to the supervisor no later than two (2) of the employee's workdays after the employee's return from the absence.

   Supervisors must ensure that the form is readily available to the employee. Failure of the employee to provide this form may result in the absence being considered unauthorized, and the employee may be docked and disciplinary referral may be initiated. If the employee subsequently submits the form within two (2) of the employee's workdays after notification of being docked, the determination of an unauthorized absence shall be corrected.

6. Supervisors must process all completed forms generated from call-ins within five (5) calendar days of submission, either approving or disapproving the request.

7. As long as the employee meets the applicable Leave of Absence requirements, the Employer will approve leave for the time frame documented, including request for short-term leaves.

It is the employee's responsibility to provide proper medical certification to their supervisor. Documents that do not contain the necessary elements will not be accepted and the employee will be so notified. The absences shall be considered unauthorized if acceptable certification is not subsequently provided within five (5) workdays. Proper medical certification must contain the following elements:

a. Signature, address, and phone number of the medical practitioner (or authorized designee).
b. The pertinent date(s) in question of the illness or injury.
c. An indication that the employee was unable to work on the date(s) in question for reasons of personal or family illness.
d. The original medical statement must be submitted; if the employee needs a copy management will provide.

Notwithstanding the above, the Employer may accept an electronically generated statement with an electronic signature or a facsimile with cover page, as long as the necessary information is provided as set forth in 7(a), (b), (c) and (d).

8. Unauthorized absences shall be subject to the following corrective and progressive disciplinary action:

A.

Occurrence	Unauthorized absence with call-in
1st	Counseling
2nd	Oral reprimand
3rd	Written reprimand
4th	2nd Written reprimand
5th	1 day suspension
6th	3 day suspension
7th	5 day suspension
8th	7 day suspension
9th	10 day suspension
10th	15 day suspension
11th	20 day suspension
12th	Discharge

B. Each day of unauthorized absence shall be considered a separate offense for the purposes of progressive discipline.

C. Each day of unauthorized absence without a call-in shall be considered as two offenses, and appropriate progressive discipline shall be administrated pursuant to Paragraph 8.A. above.

Under this Affirmative Attendance Agreement, except for the last offense before discharge, no employee will serve any suspension time. Employees will be given the usual notice of a suspension but will be expected to report to work and lose no wages. An employee will only serve five (5) days of actual suspension time for the last offense prior to discharge.

D. The parties agree that this section does not alter the provision regarding discharge for five (5) consecutive days of unauthorized absence with no call-in (XA).

9. Discipline will be considered timely and progressive based on a rolling 24-month period. If the last disciplinary action is more than 24 months old, the progression will start over.

10. Employees shall be considered to have committed no offense prior to the effective date of this agreement.

11. The Employer recognizes that personal problems may affect the attendance of employees. Upon request by the local Union representative or designee, employees will be afforded a joint Union/Management consultation. The purpose of such consultations will be to provide guidance and counseling to the employee as to the need for their services, the consequences of continued unauthorized absences, the ability of services for problems, specifically including EAP, which may be identified and the ability to request a leave of absence.

12. The Employer will distribute this Affirmative Attendance Policy MOU within thirty (30) days of ratification of the collective bargaining agreement. The Policy will take effect thirty (30) days after ratification of the collective bargaining agreement.

13. This agreement supersedes any other agreement(s) on this issue.

For the State of Illinois45 — For the INA

6/19/13 — Date

6/19/13 — Date

Side Letter

Corrections Nurse I and II

Corrections Nurse II positions filled through semi-automatic "in-series advancement" shall not be considered as permanent vacancies. Effective July 1, 2014, upon eligibility an employee classified as a Corrections Nurse I shall be promoted and semi-automatically advanced to a Corrections Nurse II once he/she has received a satisfactory annual evaluation, completed two years of satisfactory performance as a Corrections Nurse I and has been deemed qualified by the Department of Central Management Services. The Employer reserves the right to designate a lead worker (charge nurse) and such assignment shall not include any additional compensation.

For the State of Illinois 45 by

For the INA

6/19/13
Date

6/19/13
Date

SIDE LETTER
Corrections Nurse Trainee Title

During the contract term, July 1, 2012 through June 30, 2015, the parties will meet to study the feasibility of creation of a Corrections Nurse Trainee title.

For the State of Illinois	For the INA
6/19/13	6/19/13
Date	Date

State of Illinois
Department of Human Services

MEDICATION INCIDENT REPORT

A. Individual Name: _____ I.D. Number: _____ Unit: _____

Discovery/Report Date/Time: _____ Incident Date/Time: _____

B. Type of Incident: (Describe)
- ☐ Prescribing _____
- ☐ Dispensing _____
- ☐ Transcription _____
- ☐ Complex _____
- ☐ Administration - If the medication has been administered to the individual, the information below must be completed.

C. Description of event (include name & dosage of medication):

Identify any systemic issues that may have contributed to error:

When Indicated: Pulse: _____ Resp. Rate: _____ B/P: _____ Other: _____
Time: _____

☐ Copy of MAR & Physician Order attached

D. Notification:

☐ Physician Name: _____ Date: _____ Time: _____ N/A: _____
☐ Nursing Director or Designee Name: _____ Date: _____ Time: _____
☐ Pharmacy Director or Designee Name: _____ Date: _____ Time: _____ N/A: _____
☐ Individual/Guardian Informed Date: _____ Time: _____ N/A: _____

E. Physician Response/Intervention (Describe Intervention):

☐ Physician Call/Exam Not Necessary

F. Nursing Manager/Supervisor Review & Follow-Up Actions:

Nurse Manager Signature: _____ Date: _____

Director of Nursing Signature: _____ Date: _____

State of Illinois
Department of Human Services

MEDICATION INCIDENT REPORT

PHARMACY & THERAPEUTICS COMMITTEE REVIEW

MEDICATION INCIDENT TYPE ANALYSIS (Mark ALL applicable error types.)

Prescribing:

☐ Incorrect Individual ☐ Incorrect Dose Form ☐ Incorrect Route ☐ Illegible Prescription
☐ Incorrect Drug Selection ☐ Incorrect Dose Amount ☐ Late to Pharmacy ☐ Incorrect Instructions
☐ Other

Dispensing:

☐ Incorrect Individual ☐ Incorrect Route ☐ Omission/Missing ☐ Expired Drug
☐ Incorrect Drug ☐ Incorrect Preparation ☐ Incorrect Dose Amount ☐ Order Entry
☐ Incorrect Dose Form ☐ Incorrect Calculation ☐ Other

Administration:

☐ Incorrect Individual ☐ Incorrect Route ☐ Incorrect Drug ☐ Incorrect Time
☐ Incorrect Dose Form ☐ Incorrect Preparation ☐ Omission/Missing ☐ Administrative Technique
☐ Incorrect Dose Amount ☐ Unauthorized Drug ☐ Inappropriately Obtained
☐ Inconsistent w/Diagnosed Condition

Transcription:

☐ Failure to transcribe medication order onto Medication Administration Record (MAR)
☐ Incorrect transcription of medication order onto Medication Administration Record (MAR)
☐ Documentation Omission ☐ Other

Were there adverse consequences to the individual? ☐ Yes ☐ No

If "Yes" Describe:

Medication Incident Analysis:

Clinical Significance Level of Medication Incident:

☐ Level 0 - Circumstance/Event had the capacity to cause Medication Incident
☐ Level 1 - Medication Incident, No harm to individual
☐ Level 2 - Medication Incident - Increased need for individual monitoring
☐ Level 3 - Medication Incident - Change in vital signs or laboratory monitoring required
☐ Level 4 - Medication Incident - Medication Management needed or hospitalization required
☐ Level 5 - Medication Incident , Permanent Harm Done
☐ Level 6 - Medication Incident, Death

Recommended Action:

ignature of Pharmacy Director/P & T Chair | Title | Date

Schedule A
RC-023
July 1, 2012 - June 30, 2015

Effective July 1, 2012 — 0.00% — Steps

Title Code	Class Title	Pay Grade	Pay Plan Code	1	2	3	4	5	6	7	8
07197	Child Welfare Nurse Specialist	RC-023-22	B	5087	5326	5584	5838	6211	6427	6654	6918
18150	Health Facilities Surveillance Nurse	RC-023-22	B	5087	5326	5584	5838	6211	6427	6654	6918
29731	Nursing Act Assistant Coordinator	RC-023-24	B	5404	5680	5942	6213	6603	6832	7073	7355
38131	Registered Nurse I	RC-023-18	B	4527	4744	4961	5182	5511	5707	5906	6141
38132	Registered Nurse II	RC-023-22	B	5087	5326	5584	5838	6211	6427	6654	6918
38135	Registered Nurse-Advanced Practice	RC-023-26	B	5733	6028	6308	6596	7008	7251	7507	7808

ALTERNATIVE SECURITY — Steps

Title Code	Class Title	Pay Grade	Pay Plan Code	1	2	3	4	5	6	7	8
09825	Corrections Nurse I	RC-023-19	Q	4823	5046	5285	5512	5873	6080	6293	6544
09826	Corrections Nurse II	RC-023-23	Q	5421	5675	5946	6220	6615	6849	7088	7372
38131	Registered Nurse I	RC-023-18	Q	4593	4814	5032	5257	5592	5788	5991	6232
38132	Registered Nurse II	RC-023-22	Q	5163	5404	5663	5922	6303	6524	6748	7020
38135	Registered Nurse-Advanced Practice	RC-023-26	Q	5817	6118	6401	6694	7112	7360	7617	7925

MAXIMUM SECURITY — Steps

Title Code	Class Title	Pay Grade	Pay Plan Code	1	2	3	4	5	6	7	8
09825	Corrections Nurse I	RC-023-19	S	4873	5096	5335	5562	5923	6130	6343	6594
09826	Corrections Nurse II	RC-023-23	S	5471	5725	5996	6270	6665	6899	7138	7422
38135	Registered Nurse-Advanced Practice	RC-023-26	S	5867	6168	6451	6744	7162	7410	7667	7975

Schedule A
RC-023
July 1, 2012 - June 30, 2015

Effective July 1, 2013 2.00%

Title Code	Class Title	Pay Grade	Pay Plan Code	Steps 1	2	3	4	5	6	7	8
07197	Child Welfare Nurse Specialist	RC-023-22	B	5189	5433	5696	5955	6335	6556	6787	7056
18150	Health Facilities Surveillance Nurse	RC-023-22	B	5189	5433	5696	5955	6335	6556	6787	7056
29731	Nursing Act Assistant Coordinator	RC-023-24	B	5512	5794	6061	6337	6735	6969	7214	7502
38131	Registered Nurse I	RC-023-18	B	4618	4839	5060	5286	5621	5821	6024	6264
38132	Registered Nurse II	RC-023-22	B	5189	5433	5696	5955	6335	6556	6787	7056
38135	Registered Nurse-Advanced Practice	RC-023-26	B	5848	6149	6434	6728	7148	7396	7657	7964

ALTERNATIVE SECURITY

Title Code	Class Title	Pay Grade	Pay Plan Code	Steps 1	2	3	4	5	6	7	8
09825	Corrections Nurse I	RC-023-19	Q	4919	5147	5391	5622	5990	6202	6419	6675
09826	Corrections Nurse II	RC-023-23	Q	5529	5789	6065	6344	6747	6986	7230	7519
38131	Registered Nurse I	RC-023-18	Q	4685	4910	5133	5382	5704	5904	6111	6357
38132	Registered Nurse II	RC-023-22	Q	5266	5512	5776	6040	6429	6654	6883	7160
38135	Registered Nurse-Advanced Practice	RC-023-26	Q	5933	6240	6529	6828	7254	7507	7769	8084

MAXIMUM SECURITY

Title Code	Class Title	Pay Grade	Pay Plan Code	Steps 1	2	3	4	5	6	7	8
09825	Corrections Nurse I	RC-023-19	S	4969	5197	5441	5672	6040	6252	6469	6725
09826	Corrections Nurse II	RC-023-23	S	5579	5839	6115	6394	6797	7036	7280	7569
38135	Registered Nurse-Advanced Practice	RC-023-26	S	5983	6290	6579	6878	7304	7557	7819	8134

Schedule A
RC-023
July 1, 2012 - June 30, 2015

Effective July 1, 2014 — 2.00%

Title Code	Class Title	Pay Grade	Pay Plan Code	Steps 1	2	3	4	5	6	7	8
07197	Child Welfare Nurse Specialist	RC-023-22	B	5293	5542	5810	6074	6462	6687	6923	7197
18150	Health Facilities Surveillance Nurse	RC-023-22	B	5293	5542	5810	6074	6462	6687	6923	7197
29731	Nursing Act Assistant Coordinator	RC-023-24	B	5622	5910	6182	6464	6870	7108	7358	7652
38131	Registered Nurse I	RC-023-18	B	4710	4936	5161	5392	5733	5937	6144	6389
38132	Registered Nurse II	RC-023-22	B	5293	5542	5810	6074	6462	6687	6923	7197
38135	Registered Nurse-Advanced Practice	RC-023-26	B	5985	6272	6563	6863	7291	7544	7810	8123

ALTERNATIVE SECURITY

Title Code	Class Title	Pay Grade	Pay Plan Code	Steps 1	2	3	4	5	6	7	8
09825	Corrections Nurse I	RC-023-19	Q	5017	5250	5499	5734	6110	6326	6547	6809
09826	Corrections Nurse II	RC-023-23	Q	5640	5905	6186	6471	6882	7126	7375	7669
38131	Registered Nurse I	RC-023-18	Q	4779	5008	5236	5469	5818	6022	6233	6484
38132	Registered Nurse II	RC-023-22	Q	5371	5622	5892	6161	6558	6787	7021	7303
38135	Registered Nurse-Advanced Practice	RC-023-26	Q	6052	6365	6660	6965	7399	7657	7924	8246

MAXIMUM SECURITY

Title Code	Class Title	Pay Grade	Pay Plan Code	Steps 1	2	3	4	5	6	7	8
09825	Corrections Nurse I	RC-023-19	S	5067	5300	5549	5784	6160	6376	6597	6859
09826	Corrections Nurse II	RC-023-23	S	5690	5955	6236	6521	6932	7176	7425	7719
38135	Registered Nurse-Advanced Practice	RC-023-26	S	6102	6415	6710	7015	7449	7707	7974	8296