

PREAMBLE

This agreement (hereinafter referred to as the "Agreement") has been made and entered into by and between the State of Illinois, Departments of Central Management Services and Human Services (hereinafter referred to as the "State") and the Service Employees International Union, Healthcare Illinois & Indiana and its successor in interest (hereinafter referred to as the "Union"). The Union and the State recognize the unique employment arrangement of Personal Assistants (hereinafter referred to as "Personal Assistants") and Customers (hereafter referred to as "Customers") receiving services in the Department of Human Services, Office of Rehabilitation Services, Home Services Program (hereafter referred to as the "Home Services Program or HSP"), nor will this Agreement in any way diminish the Customers' control over the hiring, in-home supervision, and termination of Personal Assistants within the limits set by the Home Services Program. Personal Assistants are not State employees for purposes of eligibility to receive statutorily mandated benefits, including but not limited to, retirement and health insurance.

DEFINITION OF TERMS

The following terms shall be interpreted as indicated below when used in this Agreement:

- a) "State" refers to the Director of Central Management Services, Secretary of the Department of Human Services, or their representatives collectively or singly, as the context may require.
- b) "Customer" refers to anyone who has been referred to the Home Services Program for a determination of eligibility for services; has applied for services through the Home Services Program; is receiving services through the Home Services Program; or has received services through the Home Services Program.
- c) "Personal Assistant" refers to an individual hired by a Customer who may perform household tasks, shopping or personal care; incidental health care tasks which do not require independent judgment, with the permission of the Customer's physician, Customer, and/or family; and monitoring to ensure the health and safety of the Customer.
- d) "Union" refers to Service Employees International Union, Healthcare Illinois & Indiana and its successor in interest.

ARTICLE I. UNION RECOGNITION

Section 1. Union Recognition

The State recognizes SEIU, Illinois & Indiana and its successor in interest, as the sole and exclusive bargaining representative of all Personal Assistants, who constitute the bargaining unit covered by this agreement.

Section 2. Integrity of the Bargaining Unit

The State recognizes the integrity of the bargaining unit and will not erode it. Subject to the provisions of this Agreement, the State will continue to assign bargaining unit work to bargaining unit employees. No action taken by the Customer shall be considered erosion of the bargaining unit. A reduction in the number of service hours provided to Customers shall not be considered erosion of the bargaining unit.

Nothing in this Agreement shall prohibit the State from utilizing, or a Customer from participating in, an integrated/managed care program, administered by a third party, as a part of which Personal Assistants will provide their services. Personal Assistants participating in such an integrated/managed care program shall be covered under this Agreement.

ARTICLE II. NON-DISCRIMINATION

The State agrees not to discriminate against any Personal Assistant on the basis of race, sex, sexual orientation, creed, religion, color, marital or parental status, age, national origin, political affiliation and/or beliefs, disability, or for other non-merit factors. Nothing in this section shall limit the rights of Customers as provided for in Article VI.

ARTICLE III. DIGNITY AND RESPECT

Personal Assistants, the State and the Union will treat each other with dignity and respect.

ARTICLE IV. UNION RIGHTS

Section 1. Union Exclusivity

The State shall not meet, discuss, confer, subsidize or negotiate with any other employee organization or its representatives on matters pertaining to all terms and conditions of employment of Personal Assistants working under the Home Services Program that are within the State's control. Nor shall the State negotiate with Personal Assistants over terms and conditions of employment within the State's control.

Section 2. Union Activity

The State agrees that no Personal Assistant shall be discriminated against, intimidated, restrained or coerced in or on account of the exercise of any rights granted by the Illinois

Public Labor Relations Act or by this Agreement, on account of membership or non-membership in, or lawful activities on behalf of the Union.

Section 3. Neutrality

The State and its managerial and supervisory staff shall remain neutral on the question of whether Personal Assistants should join and be represented by the Union. All questions addressed to the State or its staff by Personal Assistants concerning membership in or representation by the Union will be referred to the Union.

Section 4. Lists

In order to assist in the communication process, the State will provide a list of names, addresses, dates of birth, social security numbers, telephone numbers, cellular/alternate phone numbers (when possible), date first paid on or after January 1, 2008, cumulative hours paid beginning with January 1, 1997, hours paid in the previous month, wage rate and zip codes of all Personal Assistants electronically on a monthly basis to the Union. The list will indicate whether or not the Personal Assistant is a member of the Union and will indicate the amount of Union dues or initiation fees deducted from the Personal Assistant's payment that month. The State will also send to the Union each month a list of Personal Assistants who began providing services during the previous month with the same information and in the same format as the full list described above.

Section 5. Union Orientation

The Union shall be permitted to conduct its orientation as part of an informational meeting for new Personal Assistants. The Personal Assistants' participation in such meeting shall be voluntary.

Section 6. Bulletin Boards

The Union shall be allowed to provide and maintain a reasonably sized bulletin board at each Rehabilitation Services Field Office. Items posted shall not be political, partisan or defamatory in nature.

Section 7. Notices

The State will provide to the Union a copy of any notice provided by the State to any Personal Assistant.

Section 8. Union Representatives

The Union shall notify the State of the names of its official representatives and changes in such representatives. The list and updates shall be sent to the Department of Central Management Services, Division of Employee and Labor Relations. The Union shall notify the Department of Human Services, Bureau of Labor Relations of the names of stewards selected by the Union at the beginning of the fiscal year. Stewards shall receive

no compensation for time spent engaging in activities as a Steward. Union representatives shall have access to Department of Human Services facilities with prior approval of the Department of Human Services. Such approval shall not be unreasonably denied.

Section 9. Provision of Union Information to New Providers

When an individual initially becomes a Personal Assistant with the Home Services Program, the State shall include, in the packet of information and forms provided to all new Personal Assistants, materials prepared by the Union that fit into the Personal Assistant packet concerning union representation and union membership. The material shall not be political, partisan or defamatory in nature and shall be reviewed by the Home Services Program.

ARTICLE V. MANAGEMENT RIGHTS

Section 1. Rights Residing with the State

The State reserves exclusively all the inherent rights and authority to manage and operate its programs. The parties agree that all rights not specifically granted in this Agreement are reserved solely to the State and the State has the right to decide and implement its decisions regarding such rights without negotiating about the decision and/or effects of those decisions. Examples of the rights reserved solely to the State, its agents and officials include, but are not limited to, the right: to operate so as to carry out the statutory mandate of the State; to establish the State's missions, programs, objectives, activities and priorities; to plan, direct and control the use of resources, including all aspects of the budget, in order to achieve the State's missions, programs, objectives, activities and priorities; to manage, direct, and control all of the State's activities to deliver programs and services; to develop, modify and administer policies, procedures, rules and regulations and determine the methods and means by which operations are to be carried out; to make, extend, limit and execute contracts and all other instruments necessary or convenient for the performance of the State's duties or exercise of the State's powers, including contracts with public and private agencies, organizations, corporations or individuals; to determine the State's organization; to take whatever actions the State deems necessary to carry out services when the State determines an emergency; to maintain or modify any and all public operations and work requirements entrusted to the State to more efficiently and effectively provide services.

Section 2. Non-Waiver

The above enumerations of the State's rights are not inclusive and do not exclude other rights not specified including those duties, obligations or authority provided under law. The exercise or non-exercise of rights retained by the State shall not be construed to mean that any right of the State is waived.

ARTICLE VI. CUSTOMER RIGHTS

Section 1. Customer Rights

Customers have the sole and undisputed right to hire, and supervise the work of any Personal Assistant and to terminate without cause and without notice any Personal Assistant. Customers shall retain the right to direct services rendered by the Personal Assistant, train the Personal Assistant, and determine under what circumstances anyone may enter their homes.

Section 2. Information Regarding Customers

The Union shall neither seek nor receive information from the State regarding the name, address, phone number or any other personal information regarding Customers. Union representatives and Personal Assistants shall maintain strict standards of confidentiality regarding Customers and shall not disclose personal information pertaining to Customers obtained from any source unless the disclosure is with the express written consent of the Customer or compelled by the legal process or otherwise required by law.

Section 3. Union Access

Union Representatives shall not conduct Union business, including business related to the enforcement of this Agreement, or contact in person or via telephone Personal Assistants at the home of the Customer, unless the Personal Assistant's primary residence is that of the Customer or the Personal Assistant has the written consent of the Customer to conduct Union business at their home.

Section 4. Non-Waiver

The above enumerations of the Customer's rights are not inclusive and do not exclude other rights not specified including those duties, obligations or authority provided under law. The exercise or non-exercise of rights retained by the Customer shall not be construed to mean that any right of the Customer is waived. No action taken by the Customer with respect to this Article shall be subject to the grievance procedure.

Section 5. Mediation between Customers and Personal Assistants

The parties mutually recognize that the State's best interests are served by maintaining good relations between the Customers and Personal Assistants. The State intends, where it deems appropriate, to mediate disputes between Customers and Personal Assistants.

ARTICLE VII. WAGES & SPECIAL FUNDS

Section 1. Wages

a) On July 1st, 2012, the pay rates for all Personal Assistants shall be \$11.55 per hour

worked or paid.

b) On July 1st, 2013, the pay rates for all Personal Assistants shall be increased \$0.10 to \$11.65 per hour worked or paid.

c) On January 1st, 2014, the pay rates for all Personal Assistants shall be increased \$0.20 to \$11.85 per hour worked or paid.

d) On July 1st, 2014, the pay rates for all Personal Assistants shall be increased \$0.40 to \$12.25 per hour worked or paid.

e) On December 1st, 2014, the pay rate for all Personal Assistants shall be increased \$0.75 to \$13.00 per hour worked or paid.

Section 2. Special Funds

a) Union Health Benefit Fund

i.) Intent

The Union and the State believe that the services provided by the Personal Assistants serve the public interest. The Union intends to provide access to health insurance coverage to eligible Personal Assistants.

ii.) Contribution and Administration

For the period July 1, 2012 through June 30, 2013, the State will contribute at a rate of \$0.75 per hour paid each month for all Personal Assistant services provided, with a target contribution of \$27 million. The State expects to receive Federal Financial Participation (Medicaid Match) to offset the cost of these contributions. In the event no Medicaid Match is received, the parties shall promptly meet to discuss a remedy.

No later than November 1st of each calendar year, beginning November 1, 2012, the Union will forward to the State an actuarial report setting forth the recommended contribution rate for the upcoming fiscal year (July 1st through June 30th), and the parties shall meet and discuss the findings of the actuarial report. The Union shall discuss with the State any changes in plan design or eligibility criteria prior to implementation of such changes. The Union shall not make any changes in the plan design regarding family coverage for the term of the Agreement.

Effective July 1, 2013 and each July 1st thereafter, the State shall contribute to the Fund at an hourly rate determined by the parties that reflects: 1) the projected cost of providing benefits per participant as determined by the actuarial report, not to increase more than nine percent (9%) annually; 2) the Fund's projected increase in the number of participants, not exceeding five percent (5%) per year; 3) the State's projected annual service hours paid to bargaining unit employees; and 4) such underage or overage reflecting the difference between the total annual contributions paid and the total annual

cost of providing benefits during the previous annual period.

The parties shall determine by March 31, 2013 and by March 31 each subsequent year the annual hourly contribution rate for the upcoming fiscal year.

The Union shall comply with reasonable information requests, including financial or audit requests, by the State consistent with this Article.

For the period July 1, 2012 through June 30th 2013, the State will contribute the appropriate rate for up to 5,250 enrollees.

Unresolved disputes as to the appropriate contribution rate shall be referred for final and binding resolution to a neutral actuary or arbitrator mutually selected by the parties, who shall set the contribution rate prior to the start of the upcoming fiscal year. The costs of such neutral shall be split by the parties.

The foregoing contributions shall be utilized for both providing benefits and administration of the Fund.

The Union has the unilateral and exclusive right and any attached responsibility to retain an insurance underwriter(s) of its choice, to self-insure, or to self-fund any benefit plan, to determine an insurance carrier to provide any potential benefits to individuals covered by this Agreement, or to participate in any new or established benefit plan. Other than as provided herein, the Union shall be solely responsible for payment and administration of such plan. The State reserves the right to audit the use of such funds.

iii.) Disclaimers

The terms and conditions of the Fund, including coverage and eligibility, are under the sole control of the Union. The State shall not be party to any disputes over benefit levels or claims for benefits made by participants in the Fund. Such disputes will be resolved solely by the Union or the Fund Trustees, as appropriate.

This section shall not be subject to the grievance or arbitration procedures provided for in this Agreement.

The State's sole obligation under this Article shall be the payment of the amounts set forth in subsection ii) above. The failure of any carrier to provide benefits under any insurance program shall not result in any liability to the State. Further, the State shall have no diminished liability or additional liability to provide benefits due to its failure to make any payments to the Fund due to changes in Federal and/or State law.

ARTICLE VIII. LABOR/MANAGEMENT COMMITTEE MEETINGS

For the purpose of maintaining communications between labor and management in order to cooperatively discuss matters of mutual concern, the agency head and/or his/her

designee shall meet, as may be reasonably necessary, with representatives of the Union. The parties shall exchange agendas and a list of anticipated attendees one (1) week prior to the scheduled meeting.

ARTICLE IX. HEALTH AND SAFETY

Section 1. Training, Health & Safety Committee

To enhance the services provided by Personal Assistants pursuant to the Home Services Program, the State and the Union have established a joint committee to explore increased training for Personal Assistants and study health and safety issues for Personal Assistants.

The committee shall meet to issue recommendations regarding a voluntary training plan, curricula, and compensable time for Personal Assistants, designed to improve the quality of care Personal Assistants are able to provide.

Effective, July 1, 2012, the State agrees to provide up to \$2.0 million annually for Personal Assistants' training. By mutual agreement of the parties, the amount contributed may increase based upon the projected expenses of the training program. The meeting shall take place before April 30th for the subsequent fiscal year.

All new Personal Assistants shall be required to complete an orientation to the Home Services Program, and shall be paid at their hourly rate for attendance at such orientation.

The joint committee referenced above shall meet to develop the content and an implementation plan for Personal Assistant orientations, including a plan for notification to Personal Assistants and Customers of the schedule of orientations and guidelines for completing orientation.

The Union shall have access to such orientations for thirty minutes in order to make a presentation about the organization, representational status, member benefits, and to distribute and collect membership cards. Union access shall be on unpaid time.

Section 2. Gloves

When gloves are not available at the Customer's residence, the customer may obtain and fill a prescription for gloves from his/her physician. In the event the customer cannot or will not provide gloves, a Personal Assistant may request and shall receive them from the State.

Section 3. Work-related Injury and Notification

In the event a Personal Assistant is injured while performing services for a Customer, the Personal Assistant shall notify the Home Services Program immediately. Upon notification of injury, the Home Services Program shall provide a Notice of Injury form to the Personal Assistant to document the injury. These obligations shall not affect the

provision of benefits as set forth under the Illinois Workers' Compensation Act (820 ILCS 305/1 et. seq.), except as required by law.

ARTICLE X. PAYROLL/WITHOLDING

Section 1. Timely Payment

Paychecks shall be issued in a timely manner on a semi-monthly basis. Pay periods shall run from the first (1st) through the fifteenth (15th) and the sixteenth (16th) through the last day of the month. Personal Assistants must submit their time sheets (calendars) within five (5) state workdays after the end of the pay period, or within the dates on the published payroll calendar, whichever is later, in order to ensure timely payment. The Customer's signature (or that of the authorized signatory or the Power of Attorney) must be on the time sheet in order to be processed for payment.

Section 2. Direct Deposit

Each Personal Assistant shall have the right and shall be encouraged to have his/her paycheck issued via Direct Deposit. It is the responsibility of each Personal Assistant to notify the Home Services Program of any changes to their account.

Section 3. Payroll Tax Withholding

The State, as pay agent, and consistent with the authorization from the IRS or other appropriate taxing authority, will deduct all applicable Federal, State, and local taxes from the check of any Personal Assistant, as required by law and/or where the Personal Assistant completes and returns to the State the appropriate forms from the taxing authority. These deductions shall begin within the time required by law, or, where there is no legal requirement, within 30 days following the request. Each new Personal Assistant and returning Personal Assistants who have not provided services during the past seventeen (17) months shall submit a new Federal W-4 Employee Withholding Allowance Certificate and a new Illinois W-4 Employee's Illinois Withholding Allowance Certificate prior to submitting their first time schedule for payment.

Section 4. Accurate Payment

Personal Assistants are entitled to receive accurate payment for services authorized and rendered. To promote an accurate payroll system, the State and the Union shall work together to identify causes of and solutions to problems resulting in late, lost or inaccurate paychecks and similar issues.

Section 5. Payroll Deductions

a. Upon receipt by the State, as pay agent and in conformance with applicable State and Federal laws and regulations, of written authorization from the Personal Assistant, union dues and initiation fees shall be deducted from the Personal Assistant's wages and remitted to the Union. The Union shall advise the State of any increases in dues or other approved deductions in writing at least fifteen (15) days prior to its effective date. The State shall continue to make such deductions, except where the authorization is revoked by the Personal Assistant.

b. Upon receipt by the State of written authorization (supplied by the Union) from the Personal Assistants, contributions to PowerPAC, or entities for which payments could be authorized pursuant to the Section 4 of the State Salary and Annuity Withholding Act (5 ILCS 365/1 et seq.), in an amount specified by the Personal Assistant on the authorization card shall be deducted by the State, as pay agent, from payments made to the Personal Assistant and remitted to the designated entity. The State, as pay agent, shall continue to make such deductions, except where the authorization is revoked by the Personal Assistant.

c. A Personal Assistant who has previously authorized payroll deductions pursuant to prior agreements between the State and the Union shall continue to have such deductions made and shall not be required to re-authorize such deductions unless the Personal Assistant has specifically authorized revocation of deductions or the Personal Assistant has been off the payroll for seventeen (17) months and the Union fails to provide a copy of the most recent dues deduction authorization.

Section 6. Fair Share

Effective on the pay period beginning November 1, 2003, all Personal Assistants who are not members of the Union shall be required to pay their proportionate share of the costs of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment, but not to exceed the amount of dues uniformly required of members. The Union shall certify the Personal Assistants' monthly proportionate share to the State and the State shall deduct said amount from the wages of the Personal Assistants and remit it to the Union. The Union shall indemnify, defend, and hold the State harmless against any claim, demand, suit or liability arising from any action taken by the State in complying with this section.

Section 7. Revocation

All Personal Assistants covered by this Agreement who have signed Union dues checkoff cards prior to the effective date of this Agreement or who signed such cards after such date shall only be allowed to cancel such dues deduction within the prescribed procedures of the Comptroller. Any revocation card shall be sent directly to the Department of Human Services, Bureau of Labor Relations. The State will promptly send copies to the Union of signed revocation cards for each Personal Assistant who revokes his/her Union membership.

Section 8. Payroll Processing

Nothing herein shall prohibit the State from the implementation of more efficient means of processing payroll. The State agrees to provide prior notice and upon request meet with the Union before any such change is implemented.

ARTICLE XI. GRIEVANCE PROCEDURE

Section 1. Definition

- A. A grievance shall mean a dispute regarding the meaning or implementation of a specific provision of this Agreement brought by the Union or a Personal Assistant. Neither the Union nor the Personal Assistant can grieve the hiring or termination of the Personal Assistant, reduction in the number of hours worked by the Personal Assistant or assigned to the Customer, and/or any action taken by the Customer.
- B. Grievances may be processed by the Union on behalf of itself, a Personal Assistant, or a group of Personal Assistants. The Personal Assistant is entitled to Union representation at each and every step of the grievance procedure and the Union shall have the right to have the grievant or grievants present at any step of the grievance procedure, if a meeting is held, and at arbitration. The resolution of a grievance filed on behalf of a group of Personal Assistants shall be made applicable to the appropriate employees within that group.
- C. Both the Union and the State will work to resolve problems as quickly as possible and at the lowest possible step of the grievance procedure.

Section 2. Grievance Procedure

Participation in the grievance procedure in any capacity shall be done solely on the Personal Assistant's own time. Grievances must be filed with and received by the State within ten (10) calendar days from the date the Union or the Personal Assistant knew or should have known of the action or inaction that gave rise to the grievance.

Step 1: ORS Field Office

The grievance shall be reduced to writing and submitted to the ORS Field Office Supervisor or his/her designee. The Supervisor or his/her designee shall have ten (10) calendar days from receipt of the grievance to respond.

Step 2: Bureau Chief of the Home Services Program

If the grievance is not resolved at Step 1, the Union shall submit the grievance within seven (7) calendar days of the Step 1 response, or of the date such response was due, to the Bureau Chief of the Home Services Program. The Bureau Chief or his/her designee shall have fourteen (14) calendar days to respond to the grievance.

Step 3: Department of Human Services, Bureau of Labor Relations.

If the grievance is not resolved at Step 2, the Union shall submit the grievance within seven (7) calendar days of the Step 2 response, or of the date such response was due, to the DHS Bureau Chief of Labor Relations. The Bureau Chief or his/her designee shall have twenty-one (21) calendar days to respond to the grievance.

Step 4A: Department of Central Management Services, Division of Employee and Labor Relations

If the grievance is not resolved at Step 3, the Union may submit the grievance within seven (7) calendar days of the Step 3 response, or of the date such response was due, to the CMS Division of Employee and Labor Relations. The Union's failure to move the grievance to Step 4A within the prescribed time limits will result in the grievance being resolved pursuant to the Step 3 decision. CMS shall have twenty-one (21) calendar days to respond to the grievance. In the event the parties are unable to reach a resolution, the Union may request in writing within fourteen (14) calendar days of the Step 4A response, or of the date such response was due, that the grievance be submitted to an independent arbitrator.

Step 4B: Arbitration

The parties shall jointly select an arbitrator according to mutually agreed rules. It shall be the duty of the arbitrator to hear and consider evidence submitted by the parties and to thereafter make written findings of fact. The decision and award of the arbitrator shall be final and binding on all parties. The arbitrator shall have no authority to ignore, add, subtract or modify any of the terms and conditions of this Agreement. The arbitrator shall limit his/her decision solely to the application and interpretation of the relevant provisions of this Agreement. Questions of arbitrability shall be decided by the arbitrator prior to the arbitrator addressing the merits of the grievance. The expenses and fees of the arbitrator 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 or verbatim records, if any, shall be split by the parties. Each party shall bear the expenses of its own witnesses.

ARTICLE XII. GENERAL PROVISIONS

Section 1. Notification of Address

Personal Assistants shall notify the Home Services Program of any changes to their address of record. No address of record shall be the address of a Customer, unless it the primary residence of the Personal Assistant, or the Customer gives written consent.

Section 2. Publication of the Agreement

This Agreement shall be made available via the Department of Central Management Services' website.

Section 3. Employment Verification

Upon the request of a Personal Assistant, the State shall provide a wage record accompanied with a form mutually agreed upon by the parties.

Section 4. Contracting Out

The State reserves the right to contract out any work it deems necessary or desirable because of greater efficiency, economy or other related factors. Prior to the commencement of such work, the State shall provide the union with advance notice and upon request, the parties shall meet to discuss the matter. If, during the term of this Agreement, the State considers a policy that would result in a decrease of the percentage of services provided by Personal Assistants or an increase in the percentage of services provided by private agencies, it shall provide the Union with reasonable advance notice prior to taking any action to implement such a decision and shall thereafter, upon the Union's request, meet for the purpose of discussing the reason for its decision.

Notwithstanding the forgoing, the State affirms its employment relationship with Personal Assistants, as defined in the Illinois Public Labor Relations Act (5 ILCS 315) who provide services as described in Definition c of this Agreement, no matter whether the State provides such services through direct fee-for-service arrangements, with the assistance of a managed care organization or other intermediary. The State shall maintain those functions necessary to preserve its status as the public-employer of the Personal Assistants under the Illinois Public Labor Relations Act (5 ILCS 315). The parties mutually recognize that service plan design, by managed care organizations or other entities, is not an indicia of employment status for Personal Assistants and is not affected by these obligations.

Section 5. No Strike/No Lockout

During the term of this Agreement, the Union, its members and representatives shall not engage in, authorize, sanction or support any strike, slowdown or other stoppage of work; nor shall the State during the term of this Agreement engage in any lockout.

Section 6. Discipline

Due to the unique employment arrangement of Personal Assistants and Customers, the Customers have the sole right to supervise, terminate and/or discipline Personal Assistants. In cases where it is necessary to protect the health, welfare or safety of a Customer, to include but not limited to, credible allegations of abuse, neglect or financial exploitation of a Customer by a Personal Assistant, the State reserves the right to

condition any future funding based on credible allegations concerning Customer welfare or safety. The State also reserves the right to condition any future funding on substantiated allegations of fraud against the State or if a Personal Assistant is placed on the Medicaid Sanctions list. Any such condition may include restriction of the employment of a particular Personal Assistant or monitoring of services provided by a Personal Assistant. No such action shall be considered discipline that is subject to the grievance procedure or the requirement of an administrative hearing.

Section 7. Changes in Hours

Whenever the Customer suffers a reduction in hours or obtains an increase in hours, the State will so inform the Customer's Personal Assistant(s) prior to implementing the change.

Section 8. Secondary Employment

The Union recognizes that Personal Assistants may not earn payment for duplicative hours reported as providing care to a Customer while performing the duties of any other job with the same work hours.

ARTICLE XIII. TERM OF THE AGREEMENT

Section 1. Entire Agreement

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its terms. The State and Union, for the duration of this Agreement, each waives the right and each agrees that the other shall not be obligated to bargain with respect to any subject matter referred to or covered in this Agreement. 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 the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 2. Severability

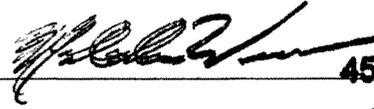
Should any part of this Agreement or any provisions contained herein be judicially determined to be contrary to law, such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

Section 3. Term of the Agreement

This Agreement shall be effective July 1, 2012, and shall remain in full force and effect through June 30, 2015. Thereafter, it shall automatically renew itself from year to year unless at least one hundred and twenty (120) days notice prior to termination, either party

serves notice, in writing, of its intent to amend, add to, subtract from, or terminate this Agreement.

For the State

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Michelle P. Saddler

Date 12/12/12

For the Union

Rose M. Crawford

Cleopatra Brown

Connie Doolittle Brown

Vanessa Montgomery

Ken Holm

Shum Halle

Gilda Brown

Alberta Walker

~~Janet Brown~~

~~Tom Johnson~~

Virginia Hens

Lillie Clinton

CEGAR SALAZAR

Terri Harper

Yusuf Talleh

Date 12/6/2012

AGREEMENT

This Agreement is made by and between the State of Illinois, the Departments of Central Management Services and Human Services (collectively, the "State"), and Service Employees International Union Healthcare Illinois & Indiana and its successor in interest (collectively, the "Union").

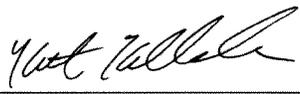
The State and the Union agree to take the necessary steps to include under the parties' Personal Assistants labor agreement those persons providing Maintenance Home Health (MHH) Services under the Home Services Program of the Division of Rehabilitation Services, Department of Human Services. No other rights are conferred or implied. The parties mutually intend that the State voluntarily recognize the Union as the exclusive collective bargaining representative of such persons.

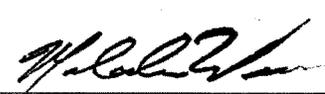
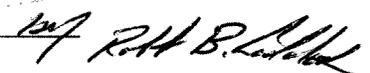
If the Union is certified as the bargaining representative for persons providing Maintenance Home Health (MHH) Services under the Home Services Program, those persons will be accreted into the bargaining unit covered under this Agreement, and the parties will promptly negotiate over their wages, benefits, and other conditions of employment.

AGREED:

Service Employees International Union,
Healthcare Illinois & Indiana Management

State of Illinois, Departments of Central
Services and Human Services

By: 

By:  of R.H.B. 

Dated: 12/6/2012

Dated: 12/12/12

SIDE LETTER REGARDING PERSONAL ASSISTANT TRAINING

SEIU Healthcare Illinois & Indiana (Successor to SEIU Local 880) (“SEIU”), the Illinois Department of Central Management Services (“CMS”) and the Illinois Department of Human Services (“DHS”) hereby enter into this Side Letter to the Collective Bargaining Agreement effective July 1, 2012 through June 30, 2015 (“Side Letter”). CMS and DHS are also collectively referred to herein as “the State”; SEIU, CMS and DHS are collectively referred to herein as “Parties” or individually as a “Party”.

RECITALS

WHEREAS, the Parties to this Side Letter agree and acknowledge that it is in the interests of Personal Assistants, the Home Services Program and the general public for Personal Assistants to have access to voluntary training designed to improve the quality of care Personal Assistants are able to provide; and

WHEREAS, the Parties desire to establish a Personal Assistants Training Program (“Training Program”).

NOW, THEREFORE, the Parties agree as follows.

AGREEMENT

I. Training Fund

A. Pursuant to Article IX, Section 1 of the Parties' Collective Bargaining Agreement, , the State, based on agreed-to recommendations from the Training, Health and Safety Committee (“Committee”) agrees to provide up to \$2.0 million, or as otherwise agreed, into the Helen Miller SEIU Member Education Training Center Fund (“METC Fund”) for deposit in an appropriate account (“METC Fund Account”) for the purpose of funding the Training Program.

B. SEIU and DHS’ Home Services Program shall jointly determine the size and composition of the Committee; the Committee shall, at a minimum, include representatives of SEIU and the State.

II. Terms of Contributions to the METC Fund Account; Quarterly Reports

A. Contributions to the METC Fund Account shall be made upon the following terms:

1. Contributions to the METC Fund Account shall be made on a quarterly basis and shall not exceed \$2.0 million, or as otherwise agreed. DHS shall voucher the initial payment of \$500,000 to the METC Fund Account as soon as the contract for these services is filed with the Illinois Office of the

Comptroller. Subsequent payments shall be based on quarterly expenditure reports. Payments will equal the amount reported as spent in the previous quarter. However, no fourth quarter payment shall be made until a final expenditure report is received, unless the METC Fund provides an interim expenditure report demonstrating the \$500,000 advance has been exhausted. All expenditure reports must be reviewed and approved by DHS before reimbursements are made.

2. Funding shall be used exclusively to provide training and education to Personal Assistants. Such training and education may include, but is not limited to:

(a) payment or reimbursement of wages to Personal Assistants who attend the training; travel time, travel costs and union activity time for Personal Assistants are not reimbursable;

(b) designing, developing and purchasing the curriculum for such training and education;

(c) facilitation of such education and training, which may include recruiting, training, managing, supervising and compensating educators and/or consultants, scheduling classes and instructors, locating and renting space, enrolling active Personal Assistants, processing payments to Personal Assistants upon completion of training, and purchasing Committee-approved materials and equipment for training;

(d) informational mailings and phone outreach regarding such education and training; and

(e) administrative expenses in connection with offering the training program, including but not limited to accounting for and paying for program expenditures, including payroll for Training Program staff, and preparing and submitting reports on attendance and expenditures. Expenses in connection with such administration shall not exceed \$230,000, unless mutually agreed.

3. All reasonable efforts shall be made to schedule training and education sessions in the most cost-effective manner, including utilizing venues which are both inexpensive and convenient to the Personal Assistants. All reasonable efforts shall be made to offer training and education sessions in classroom settings to include the greatest number of Personal Assistants in the widest geographic range and in venues which may be utilized at no charge where possible. Such training and education sessions shall be augmented by utilizing video conferencing equipment and/or webinar to include the greatest number of Personal Assistants regardless of geographic location. Training and education sessions may be recorded or videotaped for marketing and archival purposes. Recorded sessions are not intended to supplant in-person training/education sessions. In no event shall food and beverage be provided free of charge at such

training and education sessions.

4. Prior to each Fiscal Year, the METC Fund shall provide a proposed budget to the Committee for approval prior to all scheduled trainings/educational presentations. The Committee shall approve or disapprove of the METC Fund's proposed budget normally within thirty (30) days of receipt of such budget. Unapproved expenditures will not be reimbursed by the State.

5. Prior to each Fiscal Year, the METC Fund shall submit a proposed class schedule with number of classes to be conducted, times, locations, and number of slots available to the Committee for approval prior to all scheduled training/education sessions. The Committee shall approve or disapprove of the METC Fund's proposed schedule within thirty (30) days of receipt of such schedule.

6. The State reserves the right to reject any proposals of the Committee, including for trainers and educators, venue, and training materials. However, the State's approval will not be unreasonably withheld.

7. No later than August 15 of each Fiscal Year, the METC Fund shall provide to the Committee and to the State an accounting of all expenditures from the METC Fund Account. Any remaining unspent funds shall be returned to the State within thirty (30) days thereafter.

B. The METC Fund shall issue quarterly reports upon the following terms:

1. The quarterly reports shall be submitted to the Committee and to DHS' Home Services Program prior to the next scheduled disbursement of funds; in no event shall such quarterly reports be submitted more than thirty (30) days after the end of the previous quarter.

2. The quarterly reports shall include, but not be limited to:

(a) a detailed cost report itemized by type of expenditure associated with the Training Program including payments to Personal Assistants, operations and administration. Detailed back-up documentation to support all expenditures shall be made available to the State upon request;

(b) the names, Social Security numbers and other necessary information regarding the Personal Assistants participating in each training/education session; and

(c) the actual dates of each training/education session, the location of each such training/education session, and the start and end times of each such training/education session.

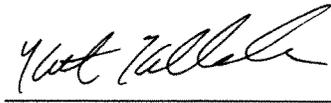
III. Participation in Training

All active Personal Assistants are eligible to participate in the Training Program. However, in no event shall any Personal Assistant participate in more than sixty (60) hours of training during a one-year period nor shall any Personal Assistant repeat the training/education session in a one-year period.

IV. Termination

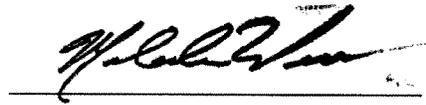
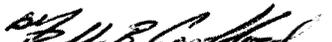
This agreement shall expire on 6/30/15, except that the State shall fulfill all of its duties and obligations under this agreement, including those that may not be fully completed until after the expiration date.

For the Union:



Dated: 12/6/2012

For the State:


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Dated: 12/7/12

SIDE LETTER - FY13 health Insurance Base Rate

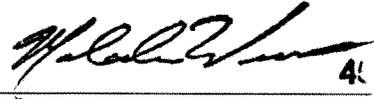
The Parties agree that the base rate for health insurance for Fiscal Year 2013 shall be \$502 per month per enrollee.

For the Union:



Dated: 12/6/2012

For the State:


_____ *BY: P.H.B. Bullock*

Dated: 12/7/12

Side Letter between SEIU HCII & State of Illinois covering DHS/ORS Bargaining Unit Employees

This Side Letter Agreement is made and entered into by and between the State of Illinois, Departments of Central Management Services and Human Services (hereinafter referred to as the "State") and the Service Employees International Union, Healthcare Illinois & Indiana and its successor in interest (hereinafter referred to as the "Union"). This Side Letter Agreement shall be incorporated into and become a part of the current labor contract between the parties, which expires on June 30, 2015. The parties agree to the following:

1. Mandatory Orientation for Newly-hired Bargaining Unit Employees

- A. Pursuant to Article IX, Section 1, of the labor contract, the parties agree that the current practice of a comprehensive orientation, which includes fraud training, will continue. All new bargaining unit employees shall be required to complete an orientation, effective no later than December 31, 2014.
- B. Bargaining unit employees will be paid at the appropriate wage for their attendance at orientation.
- C. In accordance with Article IX, Section 1, the Union shall have access for 30 minutes to orientations for the purpose of meeting and talking with bargaining unit employees and distributing and collecting membership cards in accordance with current practice. Such time spent shall be unpaid.

2. Mandatory Training for all Incumbent Bargaining Unit Employees

- A. The State will provide annual mandatory in-person training to all bargaining unit employees. The State shall provide training in reasonably convenient locations, and at reasonable dates and times, and shall provide reasonable advance notice of available training to all bargaining unit employees. The State and the Union shall discuss the locations and schedules for training and notice to bargaining unit employees.
- B. All Bargaining Unit Employees shall be required to attend mandatory in-person training including training in preventing fraud and abuse, completing the first year of training by December 31, 2014. The parties will meet to determine the appropriate start date for training.
- C. Bargaining Unit Employees will be paid their regular hourly at the appropriate wage for their attendance at time spent in mandatory training.
- D. The mandatory training program courses and curricula will be determined by the Home Services Program, in consultation with the Union. The Union shall be provided with advance notice of such training.

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- E. The State shall work in good faith with the Union to implement this section and meet monthly on request to advise of its progress. The State agrees to utilize all available means to accomplish the goal of timely and effective training of bargaining unit employees.
 - F. The Union shall have 30 minutes of access to trainings for the purpose of meeting and talking with Personal Assistants and distributing and collecting membership cards in accordance with current practice. Such time spent shall be unpaid. The State shall furnish the Union with a table at the entrance and exits to all trainings.
 - G. The Union may demand expedited arbitration over the terms of this section on mandatory training under the FMCS expedited arbitration rules.

3. Electronic Visit Verification

- A. Pursuant to Article X, Section 8 of the Parties' Collective Bargaining Agreement, the State shall implement Electronic Visit Verification (EVV) for all bargaining unit employees effective January 1st, 2014.
- B. The State shall offer in-person training regarding the EVV system to all bargaining unit employees as practicable. The State shall meet with the Union to discuss maximizing the in-person training participation rates of bargaining unit members and schedule additional in-person training sessions as appropriate. Bargaining unit employees shall be paid at the appropriate wage for the time spent in training.
- C. The State shall provide the Union with the dates, times and locations for all trainings in advance.
- D. The Union shall have access outside the entrance to EVV trainings for the purpose of meeting and talking with bargaining unit employees and distributing and collecting membership cards before and after such trainings. The State shall furnish the Union with a table at all EVV trainings. Such time spent shall be unpaid.
- E. The State shall continue to use paper timesheets in addition to electronic timesheets to track hours and pay of bargaining unit employees. The State shall not transition to an electronic only system until such system has been demonstrated to be reliable and accurate. 14 days prior to transitioning to an electronic only system the parties will meet and discuss the Union's concerns and demonstrate the reliability and accuracy of the EVV system.

4. Background Checks

- A. Pursuant to Article XII Section 6 of the parties' labor agreement, the State shall implement background checks for all bargaining unit employees.

- B. Prior to the implementation of the background checks, the State shall first negotiate in good faith with the Union over the manner and means by which background checks will be implemented, including:
 - a. The categories of crimes that may disqualify individuals from being employed in the Home Services Program;
 - b. The categories of crimes that may bar individuals from being employed in the Home Services Program for a specific period of time, and the length thereof. The starting point for the State shall be the crimes set forth in Attachment A;
 - c. The process for bargaining unit members, or for customers on their behalf, to obtain a waiver from the background check results, if applicable;
 - d. The waiting period for completion of the background check. Due regard shall be taken related to customer care;
 - e. The effect on incumbent bargaining unit employees; and
 - f. The frequency of background checks.
- C. The State shall furnish a copy of the results of the background check to the Bargaining Unit Employee.
- D. The State shall pay for the costs of the background check.

5. Registry

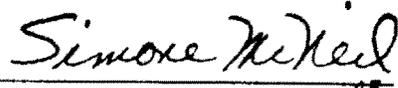
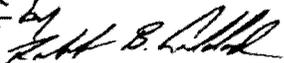
- A. A Registry for bargaining unit employees shall be established and implemented concurrently with background checks.
- B. Customers may access the Registry in order to recruit and hire new Personal Assistants and MHH Providers. Bargaining unit employees shall designate whether they wish for their name and information to be available to Customers who wish to recruit a Personal Assistant or MHH Provider on the Registry.
- C. The Registry shall contain information regarding the Personal Assistant's and MHH Provider's background check results and other pertinent information as agreed to by the parties.
- D. The Union and the SEIU METC shall have access to the Registry.

For the Union:



Dated: 12.16.13

For the State:

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Dated: 12/16/13

Attachment A

Permanent Ban

Solicitation of Murder
Solicitation of Murder for Hire
First Degree Murder
Intentional Homicide of an Unborn Child
Second Degree Murder
Voluntary Manslaughter of an Unborn Child
Concealment of Homicidal Death
Drug Induced Homicide
Kidnapping
Aggravated Kidnapping
Indecent Solicitation of a Child
Sexual Exploitation of a Child
Sexual Misconduct with a Person with a Disability
Exploitation of a Child
Child Pornography
Aggravated Domestic Battery
Heinous Battery
Aggravated Battery with a Firearm
Aggravated Battery with a Machine Gun or a Firearm
Equipped with any Device or Attachment Designed
or Used for Silencing the Report of a Firearm
Aggravated Battery of a Child
Aggravated Battery of an Unborn Child
Aggravated Battery of a Senior Citizen
Drug Induced Infliction of Great Bodily Harm

5 Year Ban

Reckless Discharge of a Firearm
Practice Nursing without a License
Cruelty to Children
Receiving Stolen Credit Card or Debit Card
Receiving a Credit or Debit Card with Intent to Use,
Sell, or Transfer
Selling a Credit Card or Debit Card, without the
Consent of the Issuer
Using a Credit or Debit Card with the Intent to Defraud
Fraudulent Use of Electronic Transmission
Assault
Battery
Domestic Battery
Theft
Theft of Lost or Mislaid Property
Retail Theft
Unlawful Use of a Weapon
Practice Nursing without a License
Receiving Stolen Credit Card or Debit Card
Manufacture, Delivery, or Possession with Intent to
Deliver, or Manufacture Cannabis
Manufacture or Delivery, or Possession with the
Intent to Manufacture or Deliver, a Controlled
Substance Other than Methamphetamine, a
Counterfeit Substance, or a Controlled Substance
Analog
Distribution, Advertisement, or Possession with Intent
to Manufacture or Distribute a Look-alike Substance
Violations under the Methamphetamine Control and
Community Protection Act

10 Year Ban – 5 Years Post Parole

Aggravated Unlawful Restraint
Forcible Detention
Child Abduction
Aiding and Abetting Child Abduction
Aggravated Assault
Batter of an Unborn Child
Tampering with Food, Drugs or Cosmetics
Aggravated Stalking
Home Invasion
Endangering the Life or Health of a Child
Ritual Mutilation
Ritual Abuse of a Child
Identity Theft
Aggravated Identity Theft
Forgery
Robbery
Vehicular Hijacking
Burglary
Residential Burglary
Criminal Trespass to Residence
Arson
Aggravated Arson
Residential Arson
Unlawful Use or Possession of Weapons by Felons or
Persons in the Custody of the Department of
Corrections Facilities
Aggravated Discharge of a Firearm
Aggravated Discharge of a Machine Gun or a
Firearm Equipped with a Device Designed or Used
for Silencing the Report of a Firearm
Reckless Discharge of a Firearm
Aggravated Unlawful Use of a Weapon
Unlawful Discharge of Firearm Projectiles
Unlawful Sale or Delivery of Firearms on the
Premises of Any School
Armed Violence
Endangering Life or Health of a Child
Permitting Sexual Abuse of a Child
Cruelty of Children
Receiving a Credit or Debit Card with Intent to Use,
Sell or Transfer
Selling a Credit Card or Debit Card, without the
Consent of the Issuer
Using a Credit or Debit Card with the Intent to
Defraud
Fraudulent Use of Electronic Transmission
Cannabis Trafficking
Delivery of Cannabis on School Grounds
Delivering Cannabis to a Person Under 18
Calculated Criminal Cannabis Conspiracy
Manufacture or Delivery, or Possession with Intent
to Manufacture or Deliver, a Controlled
Substance Other than Methamphetamine, a
Counterfeit Substance, or a Controlled
Substance Analog
Controlled Substance Trafficking
Calculated Criminal Drug Conspiracy
Criminal Drug Conspiracy
Delivering a Controlled, Counterfeit or Look-alike
Substance to a Person Under 18
Engaging or Employing Person Under 18 to Deliver a

Attachment A

Controlled, Counterfeit or Look-alike Substance
Involuntary Manslaughter and Reckless Homicide
Involuntary Manslaughter and Reckless Homicide of
an Unborn Child
Aggravated Battery