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1500
workers

COLLECTIVE BARGAINING AGREEMENT

Between

ILLINOIS NURSES' ASSOCIATION

And

COUNTY OF COOK

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COLLECTIVE BARGAINING AGREEMENT

This Agreement is made and entered into by and between the ILLINOIS NURSES' ASSOCIATION, hereinafter referred to as the "Association", and the County of Cook, hereinafter referred to as the "County".

PREAMBLE

To the extent that policies and practices exist which further define but do not contradict specific provisions of this Agreement, the parties intend to provide equal treatment for registered nurses in this Agreement without imposing the policies and practices of one health facility upon another. The Association and County have worked out this Agreement in order to promote cooperation between the County, the registered nurses and the Association to the end that the best possible nursing care will be provided.

ARTICLE I Recognition

Section 1. Representation:

The County recognizes the Association as the sole and exclusive representative for all Registered Nurses employed by the County at John H. Stroger, Jr. Hospital, Oak Forest Hospital, Provident Hospital, Cermak Health Services, Juvenile Temporary Detention Center, Ambulatory and Community Health Network ("ACHN") but excluding supervisory and management registered nurses and all other employees. Such recognition is for the purpose of setting wages, hours and working conditions. Hereafter, "RNs" refers to registered nurses in the unit of employees represented by the Association who perform the duties of the following classifications: Clinical Nurse I (license pending), Clinical Nurse I & II, Advanced Practice Nurse, Nurse Clinician, Nurse Epidemiologist, Clinical Specialist, Nurse Midwife, Instructor, Senior Instructor and Master Instructor.

The County recognizes the Association as the sole and exclusive representative for all Registered Nurses in the Cook County Department of Public Health (CCDPH) who perform the duties of RN I, Public Health Nurse I, II, III except for District Supervisors), and PHN IVs who are advance practice nurses.

Section 2. Association Membership:

The County does not object to Association membership by its registered nurses, and believes that certain benefits may inure from such membership. For the purpose of this Section, an RN shall be considered to be a member of the Association if he/she timely tenders the dues required as a condition of membership. The County will provide the Association with such opportunities as are necessary to orient new employees and other non-members to the responsibilities and benefits of Association membership. Appropriate Hospital officials will cooperate with the Association in effecting these orientation sessions. Upon request, a representative of management will attend these orientation conferences to confirm and clarify management's interest in constructive relationships with RN employees and the Association. Orientation conferences may be on duty time for employees subject to orientation and for Association representatives who are employees.

Section 3. Dues Checkoff:

With respect to any RN from whom the County receives individual written authorization in a form agreed upon by the Association and the County, the County shall deduct from the wages of the RN the dues required as a condition of membership, or a representation fee, and shall forward such amount to the Association within thirty (30) calendar days after close of the pay period for which the deductions are made. The amounts deducted shall be set by the Association, and the County may continue to retain a service charge of seven (7) cents for making such deductions.

Section 4. "Fair Share:"

1. The County shall grant "Fair Share" to the Association in accordance with Sections 6 (e)-(g) of the Illinois Public Labor Relations Act upon satisfactory demonstration to the County that the Association has more than 50% of the eligible employees in the bargaining unit signed up as dues paying members. Once this condition has been met, all employees covered by this Agreement will within 30 days of the Association meeting said condition or within 30 days of their employment by the County either (1) become members of the Association and pay to the Association regular Association dues and fees or (2) will pay to the Association each month their fair share of the costs of the collective bargaining process, contract administration and pursuing matters affecting employee wages, hours, and other conditions of employment.
2. Such fair share payment by non-members shall be deducted by the County from the earnings of the non-member employees and remitted to the Association provided, however, that the Association shall certify to the County the amount constituting said fair share, not exceeding the dues uniformly required of members of the Association, and shall certify that said amount constitutes the non-members' proportionate share of his Association's costs of the collective bargaining process, contract administration and pursuing matters affecting employee wages, hours and other conditions of employment.
3. Upon receipt of such certification, the County shall cooperate with the Association to ascertain the names of and addresses of all employee non-members of the Association from whose earnings the fair share payments shall be deducted and their work locations.
4. Upon the Association's receipt of notice of an objection by a non-member to the fair share amount, the Association shall deposit in an escrow account, separate from all other Association funds, 50% of all fees being collected from non-association employees. The Association shall furnish objectors and the County with verification of the terms of the escrow arrangement and, upon request, the status of the Fund as reported by the bank. The escrow fund will be established and maintained by a reputable independent bank or trust company and the agreement therefore shall provide that the escrow accounts be interest bearing at the highest possible rate; that the escrowed funds be outside of the Association's control until the final disposition of the objection; and that the escrow fund will terminate and the fund therein be distributed by the terms of an ultimate award, determination, or judgement including any appeals or by the terms of a mutually agreeable settlement between the Association and an objector or group of objectors.
5. If an ultimate decision in any proceeding under the state or federal law directs that the amount of the fair share should be different than the amount fixed by the Association, the

Association shall promptly adopt said determination and notify the County to change deductions from the earnings of non-members to said prescribed amount.

Section 5. Religious Exemption:

Employees who are members of a church or religious body having a bona fide religious tenet or teaching which prohibits the payment of a fair share contribution to an association shall be required to pay an amount equal to their fair share of Association dues, as described in Section 4, to a non-religious charitable organization mutually agreed upon by the Association, and the affected employees as set forth in Section (6) of the Illinois Public Labor Relations Act.

Section 6. Indemnification:

The Association shall indemnify and save the County harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of any action taken by the County for the purpose of complying with any provisions of this Agreement. If an incorrect deduction is made, the Association shall refund any such amount directly to the involved employee.

ARTICLE II

County and Association Rights and Obligations

Section 1. County Rights:

The Association recognizes that the County has the full authority and responsibility for directing its operations and determining policy. The County reserves these rights, powers, authority, duties and responsibilities; and in the adoption and application of such rules, regulations and policies as it may deem necessary to carry them out, it shall be limited only by the specific and express terms of this Agreement to the extent permitted by law.

Section 2. County Obligation:

The Association recognizes that this Agreement does not empower the County to do anything that it is prohibited from doing by law.

Section 3. Association and County Meetings:

For the purpose of conferring on matters of mutual interest which are not appropriate for consideration under the grievance procedure, the Association and County agree to meet through their respectively designed representatives at the request of either party to hold Labor Management meetings. These meetings shall be held at mutually agreed upon times and locations. The party requesting the meeting shall prepare a written agenda one week prior to meeting if so asked by the other party. The Association and County shall each designate not more than five (5) representatives to a labor-management committee for this purpose.

Section 4. Gender:

Wherever the female gender is used in the Agreement, it shall be construed to include both male and female employees.

ARTICLE III
Hours of Work and Overtime

Section 1. Purpose of Article:

The provisions of this Article are intended to provide the basis for calculating overtime pay, and shall not be construed as a guarantee of hours of work per day or days per week, or pay in lieu thereof, or as a limitation upon the maximum hours per day or per week which may be required.

Section 2. Work Periods:

- A. An RN who is scheduled to work and reports for work shall have the opportunity to work a full shift. The regular pay period shall consist of two (2) regular work weeks, and the regular work week shall commence with a shift beginning at or after 12:00 a.m. on Sunday. The regular work day shall consist of eight and one-half (8-1/2) consecutive hours of work (including a one (1) hour lunch period, thirty (30) minutes of which will be paid and one fifteen (15) minute paid break. The practice of scheduling ten (10) work days in each fourteen (14) day pay period will continue, and the County will also continue its present policy of not ordinarily scheduling its nursing staff for more than five (5) consecutive work days with consecutive days off.
- B. The County may also schedule RNs in particular areas for ten and one-half (10-1/2) consecutive hours of work (including a one (1) hour lunch period, (30) minutes of which will be paid and one fifteen (15) minute paid break) on eight (8) work days in a fourteen (14) day period, and not ordinarily scheduling such work for individual RNs on more than four (4) consecutive work days with consecutive days off. If the County decides to implement such a schedule in any area, it will first discuss with the affected RNs the impact of the planned schedule and any hardships which it may impose on particular nurses. Insofar as practicable, the County will accommodate preferences of RNs for ten and one-half (10-1/2) and eight and one half- (8-1/2) hour shifts if both are scheduled in the same area. Otherwise, RNs so affected may exercise their rights under the job posting procedures in Article IV, Section 5, of this Agreement, or also may be assigned temporarily by the health facility to other positions, without loss of pay, until a position of the same grade and shift is available to them. Hours worked in excess of ten and one half- (10-1/2) in one day or forty (40) in a week shall be paid for at the rate of time and one-half the applicable rate.
- C. Full-time RNs may request and/or the County may request RNs to be scheduled for twelve and one-half (12-1/2) consecutive hours of work (including a one-hour meal period, forty-five minutes of which will be paid and two fifteen (15) minute paid breaks) on seven (7) work days in a fourteen (14) day period. Three shifts will be scheduled in one week and four shifts in the second week (a total of 84 hours in a pay period).

RNs request(s) for working three twelve and one-half (12-1/2) shifts each week and an additional eight (8) hour shift either week of a pay period (a total of 80 hours in a pay period) will be granted if staffing needs are met.

These RNs will not be required to work more than three (3) consecutive twelve and one-half (12-1/2) work days without consecutive days off.

D. Full-time RNs working twelve (12) hour work days shall be paid one and one-half times their regular hourly rate (including any shift differential) for all hours worked in excess of twelve (12) in any regular twelve (12) hour work day, or over forty (40) in a week.

E. Four (4) week schedules at the hospitals and monthly schedules at CCDPH and JTDC shall be posted two (2) weeks in advance of the beginning of the period covered by the schedule. Requests by RNs for time off on specified days of work will be received by management up to three (3) weeks prior to the date the schedule is posted. Such requests will not be unreasonably be denied. Once posted, work schedules shall thereafter be changed only by mutual agreement between the RN and supervisor or due to emergency staffing needs as determined by the nursing supervisor, or an RN may mutually agree to change schedules with another RN subject to the supervisor's approval. Disagreements as to the application of this section can be taken up at Step 2 of the grievance procedure where prompt action will be taken. The County agrees to inform the nurse of changes in her work schedule in advance.

1. Although the regular workday is 8-1/4 hours in length, on some units the twelve and 1/4 hour workday schedule is in effect and on some units a combination of eight and twelve hour shifts is in effect. Where these practices exist, not counting ACHN, they will continue, except as described in paragraph 2 below. The length of the shift of each bargaining unit position will be specified on the job posting and will not be changed unless there is mutual agreement to do so between the affected manager and RN or according to 2. below.

2. If the County decides that a different shift length than currently exists on a unit would better serve the operational needs of the unit, the County will first inform the nurses and the INA of the needed change at least 30 days prior to the posting of the schedule in which the change will occur. The bargaining unit nurses on a unit may also request to meet regarding a change of shift length and the County will meet with INA and the nurses.

The parties will meet to discuss the need for the change, the impact of the change on the affected nurses and any hardships the change would impose. Insofar as reasonable, the County will accommodate the preferences of nurses. Special consideration will be given to using combinations of eight and twelve hour shifts on the unit. INA and the affected nurses will be made aware of the County's decision regarding any change or the denial of a request to change at least 14 days before the schedule is posted. RNs so affected may exercise their rights under the job posting procedures in Article IV, Section 5.

F. Notwithstanding any other language contained in this Agreement, the County may utilize shifts and combinations of shifts of from four (4) to twelve (12) hours in length in the ACHN, to accommodate the operational needs of the clinics, except that no nurse will be required to work more than five (5) days in a workweek. An ACHN full-time nurse working such a flexible schedule will earn overtime for hours worked over her scheduled shift. Additionally, ACHN RNs also will receive overtime either for greater than forty (40) hours in a week or greater than eighty (80) hours in a pay period, whichever applies.

The County will notify a nurse whose schedule pattern will be changed significantly as soon as the need for the change is known, but at least one (1) week prior to the posting of the schedule during which the change will occur. If a nurse has a problem with the planned schedule change, the manager will discuss the impact of the change with her. The operational needs of the clinic will prevail on the posted schedule.

Section 3. Overtime Pay:

- A. An RN shall be paid one and one-half times the average of the regular hourly rate (including any differentials) for all hours worked in excess of eight (8) in any regular work day, or over eighty (80) in any regular pay period. For purposes of calculating overtime, the regular work day of eight and one-quarter (8-1/4) hours elapsed time, including a thirty (30) minute paid lunch period will be counted as eight (8) hours worked. Once scheduled, an RNs regular hours or days of work shall not be altered to avoid payment of overtime to that nurse.
- B. Instructors and Advanced Practice Nurses who work overtime in their classification when they do their regularly assigned work will have a choice of receiving overtime pay or to take compensating time off at time and one half rate. Compensating time not taken within 45 days of being earned will be paid at the overtime rate.

Section 4. No Duplication of Overtime Pay:

There shall be no pyramiding or duplicating of overtime pay. Hours compensated for at overtime rates under one provision of this Agreement shall be excluded as hours worked in computing overtime pay under any other provision.

Section 5. Overtime in Holiday Week:

- A. The number of hours for which an RN is paid but which are not worked on a regular holiday (including a compensating day off), as defined in this Agreement, shall be considered as hours worked for the purpose of computing overtime.
- B. RNs who cannot take their compensatory time accrued for holidays worked within the forty-five (45) calendar days specified, will have this time counted as time worked for computing eligibility for overtime.

Section 6. Overtime Work:

- A. Notice of overtime will be given as far in advance as practicable. Each facility will equitably distribute reasonable amounts of overtime first among bargaining unit RNs who desire to work overtime and who normally and customarily perform the same or related work in the scheduling unit. If more overtime is to be assigned than these RNs are willing or able to accept, it will be offered first to bargaining unit RNs on other units. Both the County and the Association will make every attempt to avoid the use of involuntary overtime. Involuntary overtime may be assigned to RNs if all of the following conditions are met:

- (1) the steps for offering the needed overtime to RNs in and out of the scheduling unit on a voluntary basis shall have been taken;
 - (2) hardship to any individual RN shall have been considered;
 - (3) any such required overtime shall be reasonable in amount; and
 - (4) any such required overtime shall be equitably distributed among all eligible RNs.
- B. Notwithstanding any of the above, in emergencies requiring the services of an RN, the health facility may assign overtime, therefore, to any RN immediately available. "Emergency" as used in this paragraph refers to a situation sufficiently unexpected, unusual, or serious so as to render the aforesaid procedures not practicable.
- C. In order to work out solutions to any problems of involuntary overtime and related staff scheduling, upon request, the Nursing Care Review Committee will meet in an attempt to resolve any such issues. If this Committee has not resolved any such issues, these issues will be considered in any renewal of this Agreement.
- D. The County will also begin a long-term program to increase the recruitment and use of part-time RNs as a means of reducing the need for weekend and rotating assignments for full-time RNs. This program will include at least the following:
- (1) advertising, especially in media likely to reach responsive individuals;
 - (2) review of programs making use of part-time registered nurses in other hospitals;
 - (3) establishment of advisory committees on part-time recruitment to include two (2) Association representatives;
 - (4) RNs who are currently working part-time at Stroger Hospital will continue in their positions.
 - (5) at Stroger Hospital RNs may make a written request to the Director of Nursing for a part-time position specifying ward, unit or clinic and shift or hours of work desired. These requests will be granted based on need of the hospital and Article IV Section 4.

Section 7. Overtime Exemption:

- A. RNs classified as Clinical Specialists, Nurse Midwives, and Nurse Epidemiologists, are exempt from the overtime premium provisions of this Agreement when they work in their position doing their regularly assigned work. The facility assigns to them the responsibility for scheduling their own work time and time off to most efficiently fulfill their job responsibilities, and to average not less than the equivalent of forty (40) hours a week and not substantially more than the equivalent of forty (40) hours a week. Such RNs may be required to report their work schedule to the facility and the facility may direct changes in schedules or scheduling practices. An RN may not average excessive work time in one

month with reduced work time in a period beyond the next calendar month without the permission of the divisional or area administrator.

Advanced Practice Nurses and nurse instructors who serve as providers, manage or have a caseload of patients, or who have the ability to flex their schedule with approval of their supervisor, are exempt from the overtime premium provisions of the Agreement when they work in their positions performing their regularly assigned duties.

- B. Clinical Specialists, Nurse Midwives, Nurse Epidemiologist, Advanced Practice Nurses, and Nurse Instructors may agree to work overtime in their classification at the request of their supervisor. Under these circumstances they will be paid at the overtime rate provided in Section 3.
- C. Clinical Specialists, Nurse Midwives, Nurse Epidemiologist, Advanced Practice Nurses and Instructors may volunteer to work overtime as a Clinical Nurse I or II after reasonable amounts of overtime have been accepted by CNIs, CNIIs, Nurse Clinicians and In-House Registry Nurses who desire to work overtime and who normally and customarily perform the work. The rate of overtime pay for such will be as provided in Section 3.
- D. CCDPH RNs will be exempt from the overtime premium provisions of the Agreement. When operational need and financial conditions warrant, the County, at its sole discretion, may elect to provide CCDPH nurses with monetary compensation in lieu of compensatory time for overtime work performed. CCDPH will inform nurses regarding the method of compensation when issuing the notice of overtime work available. All such paid overtime will be computed as straight time up to 40 hours worked and at one and one-half time any hours worked in excess of 40 hours in a week.

The usual work schedule is 8:30 a.m. until 4:30 p.m. Those who report to work later in order to cover a P.M. clinic will have an equivalent schedule and such late schedules will be equitably distributed among all RNs in the district office. In order to manage caseload, field nurses may be assigned up to once per week either to work in a district office or CCDPH clinic until 8:00 p.m. or in the field up to 6:00 p.m. Field nurses will not be assigned to work in the district office or CCDPH clinic to manage case load beyond 4:30 p.m. unless they cannot make the required client contacts by 4:30 p.m. Field nurses will not be required to work in the field beyond 4:30 p.m. unless they cannot make the required home visits by 4:30 p.m. In months of November through February, field nurses will not be required to work in the field past 4:30 p.m., but they will be expected to perform their mandatory home visits. In those four months if they cannot complete their mandatory home visits in normal working hours, they will work out an arrangement with their supervisor as to how to do so. If they perform a home visit on a weekend their hours will be adjusted or they will receive compensatory time. They will be paid an additional \$2.75 per hour for time they spend performing home visits on a weekend.

Section 8. Weekends:

- A. A weekend is defined as beginning with the day shift Saturday and continuing through the night shift Sunday.

- B. Except for RNs who request weekend work, the number of weekends off work shall be scheduled to be as equal as possible among RNs within each scheduling unit during each scheduling period.
- C. Insofar as practicable, the nursing supervisory staff will schedule RNs off duty for both days of every other weekend. The County will pay an additional \$2.50 per hour, \$2.75 effective September 1, 1994 for all week-end hours worked.
- D. Differences over what is practicable will be reviewed by the Nursing Care Review Committee created by Article XIII, Section 2 of this Agreement, and this may be concurrent with the processing of a grievance on the same matter.

Section 9. Weekend Program:

- A. The County and the Association agree to a weekend program to be followed in two areas at Cook County Hospital and one division at Oak Forest Hospital. Paragraphs (A), (C) & (D) from Section 8. Weekends will apply to this program.
- B. Except for RNs who make written requests for weekend work, RNs will be regularly scheduled to be off duty for every other weekend in so far as practicable. Supervisors will use cyclical scheduling pattern RNs so that each nurse is off duty every other weekend and can therefore know in advance which weekends she can expect to be off duty, provided that:
 - 1. If an RN wants a weekend off that otherwise would have been scheduled for her to work in her cyclical pattern, she can by mutual agreement, change with another RN. The supervisor must be notified in writing prior to this change.
 - 2. RNs are not required to make up any weekends they would have been scheduled to work when they are on vacation nor do they have to get another RN to cover their weekend when they are on vacation. They may request their vacations to begin on a Monday following their regularly scheduled weekend off duty.
 - 3. When the supervisor is preparing the six week schedule and an RN is needed to work a weekend day in addition to those regularly scheduled for every other weekend, the supervisor will first seek In-House Registry staff, then volunteers or staff from other units. If these fail, RNs who otherwise would have been off duty may be scheduled to work one additional weekend day but no more than 4 additional weekend days in a fiscal year. The least senior RN on the ward or unit will be scheduled first and not again until all other RNs have worked one day.
- C. Whenever an RN works a weekend day other than her regularly scheduled every other weekend, she will receive time and one-half her regular hourly rate (including any shift differential) for all hours worked unless she has requested in writing to work more than every other weekend. Any such payment at time and one-half will not include the \$2.50 per hour weekend differential.

Section 10. Rotation from Permanent Shift - John H. Storger, Jr. Hospital, Provident Hospital:

- A. An RN will not be required to rotate from her shift to cover for RNs who are on vacation or off duty due to a short term illness. In-House Registry RNs will be utilized before other RNs are required to rotate.
- B. Otherwise, if an RN is needed to rotate to another shift so that minimum staffing requirements are met, RNs involved will be asked to volunteer to cover the need. Otherwise, RNs on the unit will be required to rotate for two week periods, or longer if they request it. This will be done in reverse seniority order providing that no RN will have to rotate more than once in a fiscal year, unless all other RNs in the RNs classification on the ward or unit have also been required to rotate.
- C. Thirty percent (30%) of RNs in Main OR and Medical ICU may exercise their seniority to claim permanent day assignments. The County and the Association will work out extension of this plan to other units upon request of either party.

**ARTICLE IV
Seniority**

Section 1. Probationary Period and Seniority:

For the purpose of this Agreement, the probationary period for a newly hired RN shall be one hundred eighty (180) calendar days. An employee who incurs a termination of seniority under Article IV, Section 10.A who is rehired is a newly hired employee for purposes of this Article.

An RN shall have no seniority and may be terminated at any time during the probationary period for any lawful reason. Upon completion of the probationary period, the RN's seniority shall be computed as the date of most recent hire.

Section 2. Definitions:

For the purpose of this Agreement, the following terms shall be defined as follows:

- A. Seniority - is the length of continuous employment by the County and its predecessor employers (including pro rata part-time service) as a registered nurse (RN), provided that RN's credited with continuous service on September 1, 1972 in other classifications shall retain such credit. Individuals employed as RN's after September 1, 1972 shall be credited with one-half of any service in other classifications.
- B. Classifications - are a group of bargaining unit positions as set out in Article I, Section 1.
- C. Displacement - means any reduction or change in the allocation of bargaining unit positions, either temporary or permanent, which requires changes in the assignment of bargaining unit RN's to particular positions. A displacement may or may not be the result of a layoff.

D. Layoff - means the separation from employment because of lack of work or funds or abolition of a position, necessitating the reduction of the total number of bargaining unit employees in a County facility or the total number of bargaining unit employees in a classification in a County facility.

E. Lateral Transfer - means movement between positions within a classification.

Section 3. Promotion and Lateral Transfer:

In cases of promotions and lateral reassignments preference shall be given to RNs as hereafter provided on the basis of:

- (1) Seniority, and
- (2) Ability and fitness to perform the required work.

When the qualifications in (2) are substantially equal among the RNs involved, seniority as hereafter provided shall be controlling.

Section 4. Job Postings:

A. Each vacant position, specifying ward, unit, clinic or district office and shifts or hours of work, will be posted concurrently in all facilities for fourteen (14) days, beginning with a Monday, on locked bulletin boards in the following locations:

John H. Stroger, Jr. Hospital

1. Main building: East and west ends of the first floors; on the second, fifth and seventh floors; and near the nursing service office
2. School of Nursing: Basement
3. "A" Building: Basement; "B" Building: Basement; Pediatrics Building: Basement; and Fantus Clinic: Basement.

Oak Forest Hospital -

Outside the nursing office and on all job opportunity bulletin boards.

CCDPH -

On the locked bulletin board in each District Office.

CHS -

On the locked bulletin board in the Emergency Room.

ACHN -

On the bulletin board in each Clinic.

PHCC -

On the bulletin boards in the nurses locker room and outside the Human Resources Office.

JTDC -

On the bulletin board in the Medical Unit.

B. RNs from within the facility where a vacancy exists with at least six (6) months seniority who submit written bids for such positions shall be given preferential consideration in accordance with Section 3 for either a lateral reassignment or promotion, provided that first preference shall be among RNs already assigned within the same division (department), and next among those already assigned to the same facility. For all vacancies, next preference is among all RNs within the Bureau, and JTDC. RNs in higher paying classifications who apply will also be considered but without seniority preference.

C. If a vacancy is unable to be filled by a regular qualified RN, in-house registry applications from within the facility shall be considered.

D. If the County is unable to fill a position from within a facility, including the ACHN, applicants from other facilities shall be considered according to Section 3.

Regular qualified RNs will be considered first.

RNs who transfer from one facility to another shall have their name removed from one seniority list and added to the other without change in seniority date.

E. If the County is unable to fill vacancies by promotion or lateral transfer (including from another County facility, as provided in Section 3. above) except for Clinical Nurse II and Public Health Nurse II positions, the County may fill them by outside application.

If the County is unable to fill a CN II or PHN II position with a qualified applicant from within the Bureau after two (2) consecutive posting periods in which the position has been posted at all the Bureau facilities in the designated locations, then the County may hire from outside applicants with the following restrictions:

- 1) Bidders from within the Bureau will be considered qualified if they meet the posted qualifications and they have no significant documentation in their record of conduct which would reasonably be considered inappropriate for the posted position.
- 2) Before outside recruitment, the County will inform the INA of the names and positions of all bidders for the position and the reason(s) for their denial.
- 3) Interviews of outside applicants will not commence until the end of the second consecutive posting period.
- 4) An outside applicant will not be hired before the expiration of the fourteen (14) days in H. below.

- F. Nurse Clinician positions shall be filled by lateral transfer or promotion according to A. If the County is unable to fill vacancies by promotion or lateral transfer, the County may fill Nurse Clinician positions by outside application.
- G. Applications (bids) will be acted upon within fifteen calendar days after the last day of the posting period.
- H. An RN denied a promotion or lateral transfer shall receive a written notification including the reason for denial and the name of the RN to be promoted or transferred. An RN may grieve a denial of job transfer or promotion to Step 2 within seven (7) business days from receipt of the notice of denial. The aggrieved position shall not be filled until a decision is rendered which shall be within seven (7) days from the filing of the grievance. Time limits may be extended by mutual agreement.
- I. RNs promoted or transferred hereunder shall serve a sixty day trial period in the new job and any RN failing during such period shall be returned to the position from which promoted or transferred.
- J. Vacancies may be filled temporarily (normally thirty calendar days or less) with consideration of Section 4 of this Article. Reassignments will be distributed as equitably as possible. The filling of vacancies temporarily or making reassignments shall not be used by the County to avoid job posting provisions of this Section.

Section 5. Displacement, Layoff and Recall:

A. Displacement (Except CCDPH):

1. When the number of RNs in a classification is reduced on a unit, clinic or ward for less than thirty (30) days, the Department will first solicit volunteers, in seniority order for reassignment. If there are not enough volunteers, the least senior RNs may be reassigned at the discretion of the County facility.
2. When the number of RNs in a classification is reduced on a unit, clinic or ward for thirty (30) days or longer, the RNs displaced shall be those with the least County seniority where ability and fitness to perform the remaining required work is substantially equal.

If RNs are displaced from more than one classification at a facility at the same time, displacements shall be implemented in one classification at a time, from highest to lowest affected classification. A displaced RN who elects voluntary demotion shall be placed in seniority order among displaced RNs in the lower classification before any displaced RNs in the lower classification have chosen among (a), (b), (c), (d) or (e). Displaced RNs shall elect one of the following options for reassignment in accordance with their seniority:

- (a) To take any vacancy currently available and still unfilled for which they can qualify (including voluntary demotion) in accordance with the applicable provision of Section 3 above; or

- (b) To displace the least senior RN in the same classification on the same shift and level of care (at OFH), in the same type of nursing or specialty area on the same shift (at Stroger Hospital, PHCC, JTDC, CHS), or same region (ACHN), in which event the displaced RN will have option (a); or
 - (c) To accept a temporary floating assignment in the same classification (if such assignment is available) until a vacancy occurs that can be successfully bid; or
 - (d) To accept reassignment by the facility to any other vacant position in the same classification and on the same shift, if the displaced RN is unwilling or unable to effect re-assignment under (a), (b), or (c).
 - (e) A displaced RN shall be given the option to return to the Division (OFH) or unit (Stroger Hospital) from which the nurse was displaced if vacancies occur there within six (6) months of the date of displacement by seniority preference among displaced RNs desiring to return.
3. If a substantial number of RNs are displaced at one time, the facility shall disregard the applications of other RNs for posted positions until and so that displaced RNs can be promptly reassigned.
 4. When a Division or unit or major part thereof is transferred from one location to another, such movement alone will not be considered a reduction in force or create new or vacant positions requiring posting because the RNs will remain with the transferred units.
 5. The facility will notify the Association and the affected RNs fourteen (14) calendar days in advance of any changes that will require the application of this subsection.

B. Layoff:

1. Before resorting to a layoff under this subsection, the County shall first separate nurses at the affected facility in the following positions:
 - (a) First, nurses employed in the in-House Registry in reverse order of seniority starting with the lowest in County seniority.
 - (b) Second, nurses in any other temporary appointments starting with the lowest in county seniority.
2. Should it become necessary to layoff bargaining unit members at a facility, the County shall lay off nurses in reverse order of their seniority. The County shall provide at least thirty (30) days notice of a general nature to the Association and at least fourteen (14) days notice of a specific nature to the affected RNs and the Association should it become necessary to decrease the number of RNs at a facility. This notice provision does not apply to emergencies beyond the County's control such as acts of Nature, fires, floods, power failures or the result of decisions by accrediting organizations or governmental agencies.

3. An RN identified for layoff will be allowed to transfer to an RN vacancy at other County facilities for which she is qualified prior to being laid off. RNs will choose in seniority order from among the vacancies for which they meet the minimum qualifications, which will not be greater than those expected of a new employee in that position. However, if transferred to a CCDPH RN position, she'll be placed at a salary step equal to her continuous service as an RN with Cook County (e.g., 3 years' continuous service = Step 3) plus credit for public health experience.

C. Displacement and Layoff at CCDPH:

1. Displacement: When the number of RNs in a classification is reduced in an office the RNs displaced shall be those with the least seniority in the office where ability and fitness to perform the remaining required work is substantially equal. Displaced RNs shall take any vacancy currently available and still unfilled for which they can qualify (including voluntary demotion) in accordance with Section 3. above. The County will notify the Association fourteen (14) calendar days in advance of a displacement.

2. Layoff: The County will notify the Association fourteen (14) calendar days in advance should it become necessary to decrease the number of RNs in a classification in the CCDPH. First all part-time RNs in the affected classification will be laid off in order of least seniority. The surplus RNs in the classification to be reduced shall be removed in accordance with Section 3 of this Article. A surplus RN will have option of (a) or (b):

- (a) To take any vacancy currently available and still unfilled for which they can qualify (including voluntary demotion); or
- (b) The surplus RN may displace the least senior RN in the department in a position for which the RN is qualified, in which event the displaced RN will have option (a). The RN will be laid off if no vacancy exists for which the RN is qualified.

3. A displaced RN shall be given the option to return to the office from which the RN was displaced if a vacancy occurs there within six (6) months of the date of displacement by seniority preference among displaced RNs desiring to return.

D. Recall:

When a RN is laid off as provided in subsection B, the nurse shall be permitted to make written application for a place on the reinstatement list within sixty (60) days after being laid off. The County shall provide each laid off nurse with a written notice of the reinstatement procedure and the form used for application for reinstatement at the time of layoff. The County shall maintain a reinstatement list and shall place nurses on the list upon receipt of the reinstatement application. Nurses shall be recalled and reinstated to the bargaining unit in the same classification in the same facility in reverse order in which they were laid off. Laid off nurses shall have precedence for reinstatement to their classification over new hires, promotions, demotions and transfers.

Nurses laid off in accordance with subsection B shall be recalled in the same manner as described herein after all nurses have been recalled.

Section 5. Low Census Days:

Prior to the start of the shift, upon request, an RN may be granted a low census day if desired staffing requirements are met.

When the facility determines that staffing exceeds census requirements for a particular day on a shift in a Division (Cermak, Stroger Hospital, Provident), or level of care (OFH), or (ACHN), RNs in reverse seniority will be identified for a possible low census day. Prior to notifying the RN(s), other Divisions will be assessed to determine if staffing needs exist. If the RN(s) identified for a low census day is/are competent in an area with a staffing need, as per Article XIII, Section 13, the RN(s) will be reassigned. If any RN is scheduled for overtime, or any in-house or commercial registry is scheduled, in an area where the identified RN is competent, the overtime as well as the in-house or commercial registry will be canceled if necessary to accommodate the identified RN.

If the RN is given the low census day, the RN will be so notified or a telephone call will be made to the telephone number that the RN furnishes, at least one and one-half hours prior to the start of the shift. If the preceding sentence is not complied with and the RN reports for work she will receive at least two hours' pay for the day.

Low census days will not be granted during orientation. RNs may use accumulated vacation time when on a low census day. Benefit accrual will not be affected by low census days unless an RN is on unpaid status for more than one-half of the 28-day accounting period. An RN will not be mandatorily assigned a low census day if she has volunteered for, or been assigned, at least 96 hours of low census time in that calendar year (and an appropriately proportionate number for part-time employees).

Section 6. Evaluations:

An RN will be evaluated and counseled about the evaluation by the immediate supervisor on at least an annual basis and on termination. An RN will be shown all final written evaluations, and will have the right to respond to the evaluation. Both the evaluation and the response will be placed in the official personnel folder, and a copy of the evaluation will be furnished the RN upon request. The RN will have the right to review his/her personnel folder.

Section 7. Return to Represented Unit:

An RN who has been promoted or transferred out of a represented classification and who later transferred back to the unit, shall, upon return to the unit, be granted the seniority the RN would have had the RN continued to work in the unit. During the first ninety (90) calendar days or the probationary period (whichever is longer) in a job out of the employee unit which is represented by the Association, an RN shall have the right to return to the represented unit.

Section 8. Seniority List:

During each January and July, the County will furnish the Association and post at each Hospital a list showing the name, number, classification and seniority date of each RN at each health facility. Within forty-five calendar days after the date of posting, an RN may challenge any error in his/her relative position on the list, or seniority date as it appears on the list, or they will be

considered correct and binding on the RN and the Association from that time forth and forever. A simple challenge form will be provided by the County. The County will furnish the Association monthly reports of any changes to such list. The lists posted each January and July shall become final after a thirty (30) calendar day challenge period, with the resolution of challenges and corrections to be made as provided for on the original list.

Section 9. Termination of Seniority

- A. An RN's seniority and employment relationship with the County shall terminate upon the occurrence of any of the following:
- (1) Resignation or retirement:
 - (2) discharge for cause:
 - (3) absence for three (3) consecutive work days without notification to the department head or designee during such period of the reason for the absence, unless the RN has a reasonable explanation for not furnishing such notification:
 - (4) failure to report for work at the termination of a leave of absence or vacation, unless the RN has reasonable explanation for such failure to report for work:
 - (5) absence from work because of lay-off or any other reason for six (6) months in the case of an RN with less than one (1) year of service when the absence began, or twelve (12) months in the case of all other RNs, except that this provision shall not apply in the case of an RN on an approved leave of absence, or absent from work because of illness or injury covered by duty disability or ordinary disability benefits:
 - (6) failure to notify the County within nine (9) calendar days of the RN's intent to report to work upon recall from lay-off, or failure to report for work within sixteen (16) calendar days, after notice to report for work is sent by registered or certified mail, or by telegram, to the RN's last address on file with the Personnel Office where the RN works.
 - (7) proof of an RN on a sick leave of absence from Cook County or being paid sick pay by Cook County and working in another health care facility under similar conditions doing the same or similar work to that for which she/he was employed to do for Cook County unless permission to engage in such employment was granted in advance by the County in writing.
- B. RNs who are rehired by the County within one year of termination of seniority as defined in A. above will be credited with their previous seniority for use in vacation preference, transfer, promotion, displacement, layoff and recall.
- C. RNs who are rehired by the County within 30 days of termination of seniority as defined in A. above will be credited with their previous seniority and receive the same rate of pay and benefits as they were receiving prior to termination of their seniority.

Section 10. Discipline:

- A. RNs who are to be or may be disciplined are entitled to Association representation exclusively in any disciplinary proceeding. Verbal and written reprimands shall be issued as soon as reasonably possible after the supervisor involved becomes aware of the alleged occurrence. The RN involved and the Association shall receive prior written notification of pre-disciplinary meetings. Pre-disciplinary meetings shall be convened as soon as reasonably possible after the supervisor involved becomes aware of the alleged occurrence, but not later than thirty (30) calendar days after the date of the alleged occurrence or notification thereof. Time limits may be extended by mutual agreement.
- B.
1. The pre-disciplinary (or fact finding) meeting provides a forum for the presentation and exchange of information related to the charges alleged against an employee. As such, the parties agree that because pre-disciplinary meetings are fact-finding in nature, RNs can expect that judgment on the merits of the charges and appropriate level of discipline will be reserved until after the pre-disciplinary meeting is completed and the information revealed in the meeting will be considered before these judgments are finalized.
 2. In instances where there are allegations that organizational or systemic problems are involved in charges alleged against an employee, the Association may request that a labor relations expert attend the pre-disciplinary meeting. To the extent practical such staff will be provided.
 3. The employee shall be notified in writing of the results of the pre-disciplinary meeting within ten (10) week days from the date of the hearing unless extended by mutual agreement of the parties.
 4. In instances where suspensions of 7 days or more result from a pre-disciplinary hearing upon the Association's request, the Director of Nursing or her designee and the Manager of Labor Relations or her designee, shall meet with the employee and her representative prior to the implementation of the suspension to review the disciplinary recommendation. It is understood and agreed that temporary suspensions are exempt from this provision.
 5. In addition, if an RN is suspended according to the provision of Section VIII (Appendix D), the Association will be notified and if the Association requests, a meeting will be held to review the facts of the case within seven (7) calendar days.
- Disciplinary action up to and including a twenty-nine (29) day suspension may be appealed through the Grievance/Arbitration procedure (Article XI).
- C. Discipline will be administered in accordance with the County Disciplinary Action Policy which will not change during the term of this Agreement and is to be found in Appendix D, with the following exceptions:

Expunging Disciplinary Action

1. Verbal reprimands shall not be considered in subsequent disciplinary determinations if there are no same or similar incidents within a six (6) month period.
 2. Written reprimands shall not be considered in subsequent disciplinary determinations if there are not same or similar incidents within a twelve (12) month period.
 3. Although suspensions shall not be expunged from an employee's record despite the passage of time, the time which has elapsed since such discipline was imposed as well as any subsequent discipline will be taken into consideration in determining the current level of discipline to be administered.
- D. Agreed upon resolution regarding disciplinary grievances shall be implemented within 30 calendar days of said agreement.

Section 11. Accrued Benefits at Separation:

Upon termination of employment, the RN shall be paid all vacation and holiday pay accrued through the last day worked, but shall not be paid for any accumulated sick leave.

ARTICLE V
Rates of Pay

Section 1. Salaries:

The job classifications, grade levels and monthly-hourly salaries shall be set forth in Appendix A attached to this Agreement. Additional compensation for an appropriate Bachelor's Degree will be forty dollars (\$40.00) per month above the salary schedules shown in Appendix A. Additional compensation for an appropriate Master's degree of eighty dollars (\$80.00) per month above the salary schedules shown in Appendix A will be granted to RNs receiving such compensation as of November 30, 1980. Subsequent to this date, no additional compensation for a Master's Degree will be given to RNs hired, nor to RNs employed prior to December 1, 1980, who earn a Master's Degree on, or after this date.

The salary grades and steps applicable to this bargaining unit shall be increased as follows during the term of this Agreement as follows for employees on the active payroll as of union ratification and County approval of this Agreement:

Effective the first full pay period on or after 06/01/ 2002	2.5%
Effective the first full pay period on or after 12/01/2002	2.0%
Effective the first full pay period on or after 06/01/2003	1.0%
Effective the first full pay period on or after 12/01/2003	3.0%

Effective the first pay period after the effective date of this Agreement, the County will pay a one-time gross, lump sum bonus 2% for all bargaining unit employees for work performed for the time period from December 1, 2001 through May 31, 2002.

The Employer shall provide retroactive pay increases to eligible bargaining unit employees within a reasonable period of time after approval by the Cook County Board of Commissioners.

Section 2. Step Placement:

- A. Each RN shall be paid the monthly salary for the position held at the step corresponding to length of service and present place on the steps of the appropriate grade, with progression from step to step after each year of service. All full-time RNs employed as of their individual anniversary dates shall be advanced one step in grade as of the pay period nearest to each such anniversary date. Any credit for prior experience granted at the time of initial employment shall continue to be reflected in step placement.

In hiring, credit shall be given on a uniform basis for prior experience in the classification for which hired, with placement up to and including Step 6. Upon hiring, or any subsequent change in any step placement, nurses shall be notified in writing of their step placement. Incumbents who would have been hired at Step 5 or Step 6 will have their step placement adjusted effective December 2, 1991, with payment retroactive to September 1, 1991, except those currently placed at Steps 4 or 5 who will be placed and paid at Step 5 or 6 rates effective September 1, 1991.

- B. In hiring for CCDPH, advanced step placement shall be given as above for prior experience in public health. Incumbents who would have been hired in above Step 1 will have their step placement adjusted effective September 1, 1991.
- C. In hiring a Nurse Midwife, credit shall be given on a uniform basis for prior experience as a Nurse Midwife with placement beginning at Step 5 with no prior experience and up to Step 10 with five or more years of experience. Incumbents who would have been hired at a higher step will have their step placement adjusted effective December 1, 1993 with retroactive pay.

Section 3. New, Changed or Misclassifications:

- A. During the term of this Agreement, the County may establish new and changed job classifications and change the duties of existing job classifications, provided that a major alteration of the classification structure shall not be made. The County may put the new and changed job classifications or duties into effect, and discuss and set the rate of pay with the Association, using the duties, responsibilities, qualifications and grade levels of the classifications in Appendix A as a guide for determining the new rate. If the parties are unable to agree on the rate of pay, the County may put a rate into effect, and the Association thereafter may submit any dispute to the grievance procedure.
- B. An RN also may request that his/her position be reclassified, and the request will be reviewed by the RNs Department Head; if the Department Head agrees that the request is reasonable and/or justified, the Department Head will promote the RN if possible, or include this reclassification in the forthcoming departmental budget request.

- C. A grievance claiming that a position is misclassified shall be submitted directly to the Director of Human Resources who shall decide the grievance after hearing the evidence and argument. The time limits for Step 3 (Article XI Section 4) shall apply for having a meeting and responding.

If the Director of Human Resources agrees that a change is warranted, it will be recommended for inclusion in the next fiscal budget.

- D. RNIs in the CCDPH who receive their BSN will be promoted to a vacant PHNI position if one exists in the district office they prefer. If not, the Department of Human Resources will propose that their RNI position be reclassified to a PHNI position in the next fiscal year.

Section 4. Classification and Grade Changes:

If an RN is promoted, reclassified, demoted or transferred into another classification through the application of this Agreement, the following rules shall apply:

A. Promotion:

An RN who is promoted to a job in a higher salary grade shall be entitled to placement in the step of the new salary grade which will provide a salary increase at least two (2) steps above the salary received at the time the promotion is made, provided that --

- (1) The new salary does not exceed the maximum established for the grade to which the RN is promoted.
- (2) The new salary is not below the first step established for the grade to which the RN is promoted.

If the new classification represents a promotion from a classification outside the represented unit to a classification within the represented unit, the RN shall be placed in the lowest step in the progression schedule for the new classification which will provide the RN an increase in pay. Subsequent increases within any new classification shall occur as of the first pay period commencing after the effective date of placement in the new classification. In all cases of promotion, the effective date will set a new anniversary date.

B. Reclassifications:

1. An RN whose job is reclassified to a lower classification shall continue to receive compensation at the same rate received immediately prior to reclassification. Such action shall not change the RNs anniversary date. If the salary rate received immediately prior to reclassification is less than the last step rate of the lower classification, the RN shall be entitled to further step advancement.
2. An RN whose job is reclassified to a higher classification shall be placed in the first step of the higher grade which provides an increase one (1) step above the salary received at the time of the reclassification. Such action will change the RNs anniversary date.

3. In all cases of reclassification, the RN shall receive at least the first step of the grade to which the position is reclassified.

C. Demotions:

The following shall apply to demotions from one grade to another:

1. An RN performing the duties of a job in a higher salary grade and demoted to a job in a lower salary grade, shall have the salary adjusted in the new job to the same step of the new salary grade as was received in the salary grade of the job from which demoted.
2. An RN promoted to a job in a higher salary grade and subsequently demoted to a job in a lower salary grade, shall have the salary adjusted to the step of the salary grade to which the RN would be entitled had the RN remained in the salary grade from which the RN was promoted.

D. Transfers:

An RN transferring from one department to another in the same job classification and/or grade shall be eligible to receive the salary the RN had been receiving at the time of transfer. Such appointment shall not set a new anniversary date.

E. Upgrades:

An employee whose position is upgraded shall be placed in the first step of the new grade which is at least the same as the salary the employee was receiving prior to being upgraded, except that the step placement will not be less than the step placement would be for a new employee with the same amount of experience. In all cases of upgrading, the employee shall receive at least the first step of the new grade and shall retain the anniversary date held prior to the upgrading.

Section 5. Shift Differential:

- A. Effective the first full pay after period on or after December 1, 2003 all RNs will be paid a premium of \$2.25 per hour for all evening shift work (3 p.m. - 11 p.m.; 2 p.m. - 10 p.m. at JTDC) and \$2.50 per hour for all night shift work (11 p.m. - 7 a.m.; 10 p.m. - 6 a.m. at the JTDC) as defined below.
- B. Shift differential will be paid to any RN working a full or partial evening or night shift at any time, except when an RN works less than one hour of an evening or night shift immediately before or after working a full or partial day shift.
- C. RNs regularly assigned to p.m. or night shifts who work temporarily on the day shift at the request of the Hospital will retain shift differential pay.
- D. CCDPH RNs shall be exempt from shift differential provisions of this agreement under current work schedules and payroll systems.

Section 6. On-Call Pay - Open Heart Team:

- A. On-Call for the Open Heart Team shall be for the purpose of providing care for open heart cases only.
- B. All members of the Open Heart Team shall share the on-call assignments. Nurses on the Open Heart Team will volunteer for on-call shift assignments. Any remaining on-call will be distributed equally among team members. Only two on-call shifts will be assigned per week. Open Heart Team nurses may volunteer for more than two on-call shifts per week.
- C. On-call shifts on weekdays shall be for 16 hours, 3 p.m. to 7 a.m., and on weekends and holidays for 24 hours. Nurses must be available for one hour prior to the shift. Except for weekends and holidays, RNs will not be involuntarily assigned to be on-call on their day off.
- D. Nurses assigned On-Call may have another Open Heart Team member take her assignment provided that management is notified of the substitution.
- E. The Nurse who is on-call shall:
 - 1. Provide the hospital with a phone number where she/he can be reached and shall be provided with a pager.
 - 2. Be expected to be in OR attire within 30 minutes of notification.
 - 3. Be provided with an on-call room, non-smoking and adequately ventilated.
 - 4. Have access to parking in the lot closest to the hospital and security escort to and from her/his car.
 - 5. Call in sick at least one hour before call availability begins (two hours before the start of shift).
 - 6. Be paid at the rate of \$5.00 per hour.
 - 7. Be paid at one and one-half times the regular hourly rate (including differentials) for all hours worked from the time of arrival in the Operating Room with a minimum of four hours of such pay.
- F. Open Heart On-Call Staffing Committee:
 - 1. The committee will consist of one CN II, one CN I, one INA Grievance Representative and up to two management designees.
 - 2. The Committee will meet as needed to evaluate the Open Heart Team On-Call program, where there is a conflict over the provisions of this language, and when there is an increase of the number of open heart cases per week.

- G. Failure to respond: In the event a nurse who is on-call cannot be reached, all on-call pay shall be forfeited for that assigned shift. If another Open Heart Team member accepts the call, this nurse will receive compensation from the beginning of the designated call shift, according to the provisions of this section.

Section 7. John H. Stroger, Jr. Hospital : On-Call:

- A. On-Call for the Operating Room, the Post Anesthesia Care Unit, and, if implemented, in the CATH lab, trauma unit, and labor and delivery for nurse midwives, will be used to supplement regular staff when there is an emergency need. On-call will not be used to cover predictable staffing needs. The parties agree that nurses in the Stroger Hospital Cath Lab, trauma unit, and nurse mid-wives in labor and delivery, will begin to be on-call January 1, 1997. The provisions of Article V, Section 7, shall prevail, except that the Committee in G., with a representative from each of the newly affected units, will meet in October 1996 to individualize Article V, Section B, as to the appropriate lengths of the on-call shifts of the newly affected units and RNs, and to discuss the concerns and hardships of the affected RNs relative to on-call.
- B. Four week schedules will be posted two weeks in advance and will indicate the need for 8-hour on-call shifts. On-call shifts will be equitably distributed first to permanently assigned full and part-time staff who volunteer and next to in-house registry nurses who volunteer. RNs who have completed their 3rd month of orientation may volunteer. Remaining uncovered shifts will be assigned equitably among the remaining RNs, the equitableness to be determined by the Committee in G below. No RN including in-house registry nurses will have to volunteer or be assigned for more than one on-call shift per month. RNs may volunteer for more than one on-call shift per month.
- C. On-call shifts will be 8 hours Monday through Friday, 3:00 p.m. to 11:00 p.m. and 11:00 p.m. to 7:00 a.m. and 12 hours on Saturday, Sunday and holidays, 7:00 a.m. to 7:00 p.m. and 7:00 p.m. to 7:00 a.m. A nurse will not be scheduled to work or be on-call more than 16 consecutive hours within a 24-hour period.
- D. Nurses may trade on-call shifts provided management is notified of the substitution one hour in advance of call availability (two hours before the start of the shift).
- E. The Nurse who is on-call shall:
 - 1. Provide the hospital with a phone number where she can be reached and shall be provided with a pager.
 - 2. Be expected to be in OR attire within 60 minutes of notification.
 - 3. Shall be available for on-call one hour prior to the start of the shift.
 - 4. Be provided with an on-call room, non-smoking and adequately ventilated.
 - 5. Have access to parking in the lot closest to the hospital and security to and from her car.

6. Call in sick at least one hour before call availability begins (two hours before the start of the shift).
 7. Be paid \$4.00 per hour (\$5.00 per hour for nurse midwives) and at one and one-half times the hourly on-call base rate for holidays.
 8. Be paid at least one and one-half times the regular hourly rate (including differentials) for all hours worked from the time of arrival at the work station with a minimum of four hours such pay.
 9. Shall return the pager at the start of the next regularly scheduled shift or prior to extended time away from work.
- F. Failure to respond: In the event a nurse "on-call" cannot be reached, all on-call pay shall be forfeited. If another nurse is reached and accepts the call, that nurse will receive compensation from the beginning of the designated availability time, according to the provisions of this section.
- G. A labor/management committee will meet as needed when there is a question of how the provisions of this agreement are being utilized. The committee will consist of one CN II, one CN I, one INA grievance representative and up to two management designees.
- H. Oak Forest: On-call shifts will be from 2:45 p.m. to 6:45 a.m. daily and all day (6:45 a.m. to 6:45 p.m.) Saturday, Sunday and holidays. RNs on-call will be expected to be at the hospital within one hour of being notified. RNs will be paid \$4.00 per hour effective in the first full pay period following INA ratification and approval of this Agreement by the Cook County Board of Commissioners. RNs on-call will be paid at one and one-half times the regular hourly rate (including differentials) for all hours worked from the time of arrival in the OR with a minimum of 4 hours of such pay when notified.

Section 8. Provident Hospital: OR/PACU On-Call:

- A. On-Call for the Operating Room and the Post Anesthesia Recovery Room will be used to cover emergency procedures and to supplement regular staff when there is an emergency need. On-call will not be used to cover predictable staffing needs.
- B. Four (4) week schedules will be posted two weeks in advance and will indicate the need for weekday and weekend on-call shifts. On-Call shifts will be equitably distributed first to permanently assigned full and part-time staff who volunteer and next to In-House Registry Nurses who volunteer. RNs who have completed their orientation will participate in the on-call rotation. Remaining uncovered shifts will be assigned equitably among the RNs, the equitableness to be determined by the Committee in G. below. RNs may volunteer for more than one on-call shift per month.
- C. On-Call shifts for OR will be 16 hours, Monday through Friday, 3:00 p.m. to 7:00 a.m. and 12 hours Saturday, Sunday and Holidays 7:00 a.m. to 7:00 p.m. and 7:00 p.m. to 7:00 a.m. A nurse will not be scheduled to be on-call more than 16 hours. A nurse who is on-call and works four (4) hours or more between 11:00 p.m. and 7:00 a.m. on a Sunday through

Thursday night will have the next day off if requested.

For PACU on-call shifts will be 16 hours 4:00 p.m. to 8:00 a.m., Monday through Friday; and 12 hours Saturday, Sunday, and Holidays 8:00 a.m. to 8:00 p.m./8:00 p.m. to 8:00 a.m.

- D. Nurses may trade on-call shifts provided management is notified of the substitution one hour in advance of call availability (two hours before the start of the shift).
- E. The nurse on-call shall:
 1. Provide the Hospital with a phone number where she/he can be reached and shall be provided with a pager.
 2. Be expected to be in the facility within thirty minutes of notification.
 3. Shall be available for on-call one hour prior to the start of the shift.
 4. Be provided with an on-call room within the main building of the hospital, non-smoking and adequately ventilated.
 5. Have access to general parking structure during normal operating hours or when using on-site on-call rooms for the entire shift; parking spaces will be available in front of the hospital for nurses responding to an urgent/emergency call.
 6. Call in sick at least one hour before call availability begins (two hours before the start of the shift).
 7. Be paid \$4.00/hour and at one and one-half times the hourly on-call base rate for holidays.
 8. Be paid at one and one-half times the regular hourly rate (including differentials) for all hours worked from the time of arrival at the work station with a minimum of four (4) hours of such pay.
- F. Failure to respond: In the event a nurse "on-call" cannot be reached, all on-call pay shall be forfeited. If another nurse is reached and accepts the call, that nurse will receive compensation from the beginning of the designated availability time, according to the provisions of this section.
- G. A labor/management committee will meet as needed when there is a question of how the provisions of this Agreement are being utilized. The committee will consist of one CNII, one CNI, and an INA grievance representative and up to two management designees.

Section 9. Part-Time RNs:

All part-time RNs shall be advanced one (1) step in grade as of the first pay period commencing after completion of the equivalency of one year's full-time service since their last advancement of a step or placement therein. Newly hired RNs may be placed in the appropriate grade up to the

sixth step of the salary schedule, provided that such placement is given on a uniform basis for prior experience in the position for which hired. Full-time RNs who hereafter become part-time RNs, or part-time RNs who hereafter become full-time RNs, shall be initially retained at their then present step, and thereafter shall progress from step to step under the provisions of this Agreement. Part-time nurses shall receive pro rata benefits for insurance, shift differential, jury service, bereavement leave, holidays, vacation, sick time, tuition reimbursement, and pro rata compensation for an appropriate Bachelor's Degree. All other provisions of this Agreement shall be equally applicable to part-time RNs on a pro rata basis. RNs requesting a change from or to full-time or part-time status shall be given preference over new hires in filling vacancies for which they are qualified. Benefits accrued prior to such a change in status will be retained and used as specified in this Agreement. Part-time RNs may be required to work five out of twelve holidays, three of which shall be major holidays; and two consecutive weekend days plus one additional weekend day per month.

Section 10. CCDPH Part-Time Nurses:

- A. The following rates of pay shall apply:
1. Part-time Registered Nurse I's will be paid at the appropriate in-house registry rate.
 2. Part-time Public Health Nurse IV's will be paid at an hourly rate which is 30% above the appropriate in-house registry rate.
- B. Part-time nurses in CCDPH work irregular hours. Schedules will be posted 10 days before the first of the month, based on Department need and requested hours submitted by the nurse. The maximum number of hours of work is 6 ½ hours per day and 32 ½ hours per week. There is no required minimum number of hours of work.

If there are more hours of work requested than there is a need by the Department, the County shall distribute the available work based on ability, fitness and seniority.

- C. The following provisions of this Agreement shall not apply to these CCDPH part-time nurses:

ARTICLE III, Sections 2, 3, 4, 5, 6, 8, 9, 10,

ARTICLE IV, Section 12

ARTICLE V, Sections 1, 2, 5, 6, 7, 8, 12

ARTICLE VI, All

ARTICLE VII, All

ARTICLE VIII, Sections 1, 2, 4,

ARTICLE IX, All

ARTICLE X, All (Except FMLA will apply if the RN is eligible)

ARTICLE XIII, Section 7

- D. Full-time CCDPH nurses may work in this category when they are on approved personal, educational or Association leave of absence.

Section 11. Temporary Assignment Rates:

- A. When any RN at John H. Stroger, Jr. Hospital, Provident Hospital, Cermak Health Services, ACHN or JTDC is temporarily assigned or performs charge responsibilities, or at Oak Forest Hospital is temporarily assigned or performs most other, different responsibilities, regularly being performed by RNs in another classification, the RN shall be paid \$1.75 in addition to the regular hourly rate.
- B. CCDPH RNs who are in charge of a clinic will receive \$7.00 for one-half day clinic and \$14.00 for a full day clinic.

Section 12. Transportation Allowance:

CCDPH RNs shall be reimbursed for the use of their personally owned automobiles on the basis of business miles driven in accordance with the Cook County Travel and Transportation Expense Reimbursement Policy.

When ownership of a vehicle is a requirement for hire in a specific job title or functional area, such nurse shall have the option to request per diem reimbursement on the basis of \$5 for each day worked.

Section 13. Critical Care and Operating Room Differential:

CNI's and CNII's who work in a critical care unit or an operating room will receive an additional thirty-five cents (\$.35) per hour for all hours worked, effective July 1, 1988.

ARTICLE VI Holidays

Section 1. Regular Holidays:

All full-time RNs will receive a day off with 8 hours of pay for each of the following holidays:

Christmas Day
New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday
Presidents' Birthday
Memorial Day

Fourth of July
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day

Other generally accepted religious holidays falling within four (4) months of any of the above mentioned holidays may be substituted for such holiday.

Section 2. Eligibility:

To be eligible for holiday pay, an RN must satisfy each of the following requirements:

- A. The RN must have worked the regularly scheduled number of hours on his/her last scheduled day before, and his/her first scheduled day after the holiday (not the compensating day off), unless the nurse has a reasonable explanation for failing to work.

- B. The RN must have worked at least forty (40) hours during the pay period in which the holiday occurs, unless on vacation or on paid sick leave during such period.

RNs may have to work on holidays, but no RN should have to work more than three (3) of the six (6) major holidays (Christmas Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and New Year's Day) in any County fiscal year.

Section 3. Compensating Days Off:

(Applies to all holidays for CCDPH RNs; applies to major holidays only for all other RNs.) For each holiday worked an RN shall be given a compensating day off with pay at a mutually agreeable time, but it must be taken within forty-five (45) calendar days after the holiday or, if not, the RN will receive an additional eight (8) hours straight-time pay at the rate received for working the holiday. An RN who works on a certain holiday or who takes a previously earned compensating day on a certain holiday may schedule the compensating day for that holiday on another holiday falling within the next forty-five (45) calendar days. RNs eligible for such compensating day off shall be paid eight (8) hours pay including shift differential, if applicable, at their hourly rate. If a holiday falls within an RNs vacation, the RN also will be allowed a compensating day off. If an RN does not work on a scheduled holiday due to illness, such shall be considered sick time and not holiday time, unless the RN is off work due to that illness for the entire calendar week in which the holiday falls and the RN provides verification of the illness.

Section 4. Failure to Report:

An RN scheduled to work on a holiday, but who fails to report, shall not be eligible for a paid holiday unless the RN has a reasonable explanation for failing to report.

Section 5. Holidays Worked:

- A. An RN who works on a holiday as defined in Section 1 of this Article shall have the option of either: 1) being compensated at time and one-half her basic straight time rate (including any differential) for all hours worked and receiving a compensating day off with 8 hours of pay as provided in Section 1 of this Article, or 2) being compensated at time and a half her basic straight time rate (including any differential) for all hours worked and receiving an additional 8 hours of pay in that pay period and no compensating day off as called for in Section 1 of this Article.
- B. CCDPH nurses assigned to work a clinic on a holiday will work a full shift. In the event that the clinic does not run for a full shift, the nurse will utilize the remainder of the shift for customary work.

CCDPH nurses shall not be paid portal to portal time on holidays, but shall be compensated for all hours worked as in Part A above.

Section 6. Oak Forest Hospital Holidays and Vacations:

A. Thanksgiving, Christmas and New Year's Day

1. RNs at Oak Forest Hospital will have every other Thanksgiving, Christmas and New Year's Day off.
2. Two RNs on the same unit and the same shift have the option to switch holidays.
3. Nurse Managers will keep track of nurses' Holiday schedules from year-to-year in order to implement this provision.

B. Calendar Holidays Falling on Weekends

1. When the calendar Christmas Day and New Year's Day fall on weekends, each RN will be entitled to a three-day weekend for Christmas or New Year's Day. This three-day weekend will include the designated County Holiday. The holiday the RN is scheduled off will be based on the guidelines specified in Article VI, Section 6.A., regardless of each nurse's weekend cycle.
2. RNs whose weekend cycle is changed by the application of this provision, will be scheduled back on their usual weekend cycle as soon as possible after New Year's Day.
3. Two RNs on the same unit and the same shift have the option to switch their three-day holiday weekends.

C. Vacation during Christmas or New Years

1. Which Holiday and Holiday Eve may be taken by a nurse as part of her vacation is determined by which Holiday she had off the year before, not by which weekend cycle she is on.
2. The same Holiday and Holiday Eve may not be part of a nurse's vacation for two consecutive years, regardless of seniority.
3. Two RNs on the same unit and the same shift have the option to switch the Holidays, even if one or both are taking the Holiday as part of a vacation.

Section 7. Floating Holiday:

In addition to the foregoing paid holidays, RNs shall be credited with one (1) floating holiday on December 1 of each year, which an RN may schedule in advance, pursuant to operational needs. The RN may request to use her floating holiday at any time during the fiscal year. Requests shall not be unreasonably denied. If an RN is required to work on a scheduled floating holiday by the Employer, the RN shall be entitled to holiday pay pursuant to Article VI, Section 5.

**ARTICLE VII
Vacation Leave**

Section 1. Accrual:

Vacation credit shall be earned each 28 day period that an RN is paid for at least eighty (80) hours. The rate of accrual shall be as follows:

<u>Grade</u>	<u>Years of Service</u>	<u>Annual Vacation</u>	<u>Rate of Accrual</u>
A	1	4 Weeks	1-7/13 days per 28 day period
	2	5 Weeks	1-12/13 days per 28 day period
B,C,D,E,F	1	5 Weeks	1-12/13 days per 28 day period

All CCDPH RNs will continue to earn four (4) weeks of vacation each year. In addition they will continue to earn four (4) personal days off each year in accordance with the resolution passed by the Board of Commissioners of Cook County, January, 1982 (see Appendix I).

Beginning with the first accrual period in FY 1995, all CCDPH and JTDC RNs will earn 5 weeks vacation per year, and will not have Personal Days and the Pulaski Day holiday.

Section 2. Eligibility:

- A. RNs may use only such vacation leave as has been earned and accrued provided, however, that ten (10) working days of the initial annual vacation leave may be taken after the first six (6) months of service. After six (6) months of service, RNs may use such vacation leave that they have earned and accrued in full days or, where practicable, in half days.
- B. RNs may accumulate a maximum of twice the amount to which they are entitled per year. However, should an RN exceed the maximum accumulation allowed as a result of a delay in the scheduled vacation at the request of the facility, the scheduled vacation must be taken by the end of the next scheduling period as specified in Section 5 of this Article.

Section 3. Vacation Pay:

Vacation pay shall be at the rate of pay of the RN at the time vacation is taken, which shall include shift differential if the RN has been entitled to such pay for at least six (6) months prior to the vacation and notwithstanding a temporary assignment to the day shift. RNs assigned to evening and night shifts for a portion of their regular work week shall receive pro rata shift differential in their vacation pay. The number of hours for which an RN is paid for earned, approved vacation, but which are not worked, shall be considered as hours worked for the purpose of computing overtime.

Section 4. Vacation Preference:

Insofar as practicable, vacations will be granted to meet the request of RNs and seniority will control in conflicts between RNs covered by this Agreement at the time of scheduling vacation

periods as specified below and in Section 5 of this Article; except that an RN may not exercise seniority preference for vacation choice more than once in a calendar year unless other RNs involved have also previously used such preference.

RN' will be allowed to request initially only two weeks of vacation time for the periods from June 1 through August 31 and from December 15 through January 15. Additional time up to 4 weeks may be scheduled during these periods once all initial requests have been honored if the number of RNs permitted to be on vacation at the time (as identified in Section 5 of this Article) has not been exceeded. Vacation time may be scheduled to include Christmas Eve and Christmas Day or New Year's Eve and New Year's Day but not both.

Section 5. Vacation Scheduling:

- A. At John H. Stroger, Jr. Hospital, Oak Forest Hospital, Provident Hospital, the Ambulatory Care Health Network and Cermak Health Services, on February 1 and August 1 of each year, each facility will post a schedule on each unit or area showing the number of RNs who will be permitted to be on vacation at any one time on the unit or area during the six (6) months beginning respectively on April 1 and October 1. By March 1 and September 1, respectively, RNs will indicate their first, second and third choices. The facility will schedule vacations based on seniority preference and notify RNs in writing of their approved vacation time no later than ten (10) calendar days prior to April 1 and October 1 respectively. When two (2) weeks notice is given, vacation periods may be exchanged or changed by RNs when time is available on the posted schedule.

At the JTDC, by January 1 of each year, RNs will submit their requests, indicating first, second and third choices. The facility will schedule vacations based on seniority preference and notify RNs in writing of their approved vacation time by January 31. When two (2) weeks' notice is given, vacation period may be exchanged or changed by RNs when time is available on the posted schedule.

- B. Emergency requests will be considered by the supervisor and granted when at all possible. RNs who begin work on a unit or area after March 1 or September 1 will have no seniority preference for that scheduling period.
- C. Other written vacation requests may be made at any time for any amount of vacation time an RN has accumulated. These requests will be approved or denied in writing on a first come basis, consistent with the number of RNs who are permitted to be on vacation at one time and with the availability of staff for the unit or ward. Approval or denial will be given to the RN in writing within five (5) days after the request is made.

A denial may be grieved thru the grievance procedure starting at Step 2. The Step 2 meeting and answer must be within 5 days of receipt of the grievance. If denied the grievance may be submitted to Step 3 where it will be heard and answered within 15 days of receipt of the grievance.
- D. Whenever possible vacation accruals will be held to five (5) weeks of accumulation. Supervisors may encourage RNs to schedule their vacation time in excess of this 5 weeks, but may not compel RNs to take vacation time without their approval.

- E.
1. CCDPH RNs will request vacation time two (2) months ahead of the dates they want to be off, where possible. Otherwise, a request for vacation time must be made in writing to the District Supervisor and the Director of Nursing if adequate staffing arrangements can be made, the request will be granted.
 2. Four (4) people can be off from each District Office at any one time. More can be off only with the approval of the Director of Nursing.
 3. Once a vacation request is granted and scheduled, the RN can change it one time only.
 4. If practicable, the County will consider requests from the Association to treat the day before and/or after a major holiday as a minimum service day for purposes of considering requests for additional time off.

Section 6. Day Before and After Vacations:

Any employee who fails to report for duty on the last scheduled day before vacation and/or the first scheduled day after vacation must provide verifiable proof of illness, injury or personal emergency in order to receive payment for the extended absence.

**ARTICLE VIII
Welfare Benefits**

Section 1. Hospitalization Insurance:

- A. The County agrees to maintain the current level of employee and dependent health benefits that are set forth in Appendix C as revised by this Agreement and specifically described in Appendix C.
- B. Employees who have elected to enroll in the County's PPO health benefits plan shall contribute, in aggregate, by offset against wages, an amount equal to one and one-half percent (1-1/2%) of their base salary as a contribution toward premiums. Employees who have elected to enroll in the County's HMO health benefits plan, effective in the first full pay period on or after December 1, 2000, shall contribute an amount equal to one-half percent (.5%) of their base salary as a contribution towards premiums with maximum contribution of eight dollars (\$8.00) per pay period. All rules and procedures governing the calculation and collection of such contributions shall be established by the County's Department of Risk Management, after consultation with the Illinois Nurses Association. All employee contributions for Health Insurance shall be made on a pre-tax basis.
- C. Effective December 1, 1996, PPO prescription co-pay will be \$.50 generic/\$10.00 brand name per prescription (\$.50 if no generic is available).
- D. Effective December 1, 2002, HMO prescription co-pay will be \$.50 generic/\$10.00 brand name (\$.50 if no generic is available) per prescription, including mail order prescriptions for up to a 90 day supply.

Section 2. Sick Pay:

RNs shall accumulate credit for sick leave at the rate of one (1) day a month for each month of service during which the RN is in a pay status for at least fifteen (15) calendar days. Sick leave

may be accumulated to a maximum of one hundred fifty (150) working days. Up to the RNs accumulated sick leave credits, an RN prevented from working because of his/her illness or injury (other than occupational illness or injury) or illness in his/her immediate family, as defined in Section 1 of Article IX of this Agreement, shall be entitled to receive sick pay for each day the RN otherwise would have worked. Where possible, the health facility will reassign RNs working in areas requiring nose, throat and stool cultures who are restricted from working in such areas, and sick leave as provided herein above may be used only when such RNs are not assigned to another area by the health facility. Sick leave is not to be used by RNs as vacations or to take time off with pay. Male and Female RNs will be allowed to use sick leave for paternity and maternity leave.

Section 3. Disability Benefits:

RNs incurring any occupational illness or injury will be covered by Worker's Compensation insurance benefits. RNs injured or sustaining occupational disease on duty, who are off work as result thereof shall be paid Total Temporary Disability Benefits pursuant to the Workers Compensation Act. Duty Disability and ordinary disability benefits also will be paid to RNs who are participants in the County Employee Pension Plan. Duty disability benefits are paid to the RN by the Retirement Board when the RN is disabled while performing work duties. Benefits amount to seventy-five percent (75%) of the RNs salary at the time of injury, and begin the day after the date the salary stops. Ordinary disability occurs when a person becomes disabled due to any cause, other than injury on the job. An eligible RN who has applied for such disability compensation will be entitled to receive, on the thirty-first (31st) day following disability, fifty percent (50%) of salary, less an amount equal to the sum deducted for all annuity purposes. The first thirty (30) consecutive days of ordinary disability are compensated for only by the use of any accumulated sick pay and/or vacation pay credits unless the RN and the County otherwise agree. The RN will not be required to use sick time and/or vacation time for any day of duty disability. All of the provisions of this Section are subject to change in conjunction with changes in State laws.

Section 4. Life Insurance:

All employees shall be provided with life insurance in an amount equal to the employee's annual salary (rounded to the next \$1,000), at no cost to the employee, with the option to purchase additional insurance up to a maximum of the employee's annual salary. No life insurance shall be offered through the County's HMO plans.

Section 5. Pension Plan:

The County Employees and Officers Annuity and Benefit Fund will be continued in effect for the duration of this Agreement and all employees of the County are required to become members of that Fund. The Fund will continue to provide RNs with annual statements of their interests therein.

Section 6. Dental Plan:

All employees shall be eligible to participate in the dental plan as set forth in Appendix C as revised by this Agreement and specifically described in Appendix C. No dental coverage shall be offered through the County's HMO plans.

Section 7. Vision Plan:

All employees shall be eligible to participate, at no cost to them, in the vision plan as set forth in Appendix C as revised by this Agreement and specifically described in Appendix C. No vision coverage shall be offered through the County's HMO plans.

Section 8. Hospitalization -- New Hires:

All new employees covered by this Agreement shall be required to enroll in the County HMO plan of their choosing, such enrollment to be effective from the date of hire through the expiration of the first full health plan year following such date of hire.

Section 9. Flexible Benefits Plan:

All employees shall be eligible to participate, at no cost to them, in a flexible benefits plan to be established by the County. Such plan shall include segregated IRS accounts for child care and medical expenses.

Section 10. Insurance Opt-Out:

Effective the first full pay period on or after December 1, 1999, the insurance opt-out is increased from \$650.00/year to \$800/year and will be paid in one lump sum at the beginning of the fiscal year rather than in bi-weekly installments to eligible employees who opt-out of the Employer's health benefit program. Prior to opting out of such program, the employee must demonstrate to the Employer's satisfaction that she has alternative healthcare coverage. Any employee electing to opt-out of the Employer's health benefit program may request that in lieu of a payment to the employee, this amount be credited to a medical flexible spending account. Eligible employees who lose their alternative healthcare coverage may enroll in or be reinstated to the Employer's health benefit program.

**ARTICLE IX
Additional Benefits**

Section 1. Bereavement Pay:

In the event of death in the immediate family or household of an RN, he/she will be granted time off without loss of pay on any of the days which the RN would have worked during the three (3) day period between the date of death and date of burial, or after the date of notice of death if it occurs outside the United States or Canada. An RN who has not completed the probationary period shall not be entitled to any such pay. The immediate family shall include any of the following persons: parents, husband/wife, child (including step-children and foster children), brothers, sisters, grandchildren, grandparents, spouse's parents or such persons who have reared the nurse. If an RN's vacation is interrupted by a death in the immediate family, emergency leave as described herein shall be allowed, and such days will not be counted as vacation. In cases of bereavement pay, proof of death may be required in the form of a statement from the funeral home, or equivalent.

Section 2. Jury Make-Up Pay:

In the event an RN is summoned for jury duty, which includes required reporting for jury when summoned, whether or not the RN is used as a juror, the County shall pay the RN the difference between the amount received for each day's jury service (not including any mileage allowance) and the regular straight-time earnings (including shift differential, if applicable) for the days such

RN would have been scheduled to work, but for such jury service. The RN shall notify his/her supervisor promptly upon receipt of the jury summons.

**ARTICLE X
Leaves of Absence**

Section 1. Regular Leave:

- A. An RN may be granted a leave of absence without pay by the Department Head, with the written approval of the Comptroller of Cook County. Such leave shall be intended to take care of emergency situations and shall be limited to one (1) month for every full year of continuous employment by the County and/or Cook County Health Facilities, not to exceed one (1) year, except for military service. A leave of absence may be extended by the Department Head, with the written approval of the Comptroller of Cook County; however, any extensions cannot exceed the eligibility requirements as stated previously in this Section. An RN desiring a leave of absence shall make written application to his/her immediate supervisor, who will then refer the application to the Department Head. If approved by the Department Head, the application will then be forwarded to the Cook County Comptroller for consideration. The application shall include the purpose for the leave of absence and the dates of which the leave is requested. An RN granted leave of absence shall be eligible when such leave expires, to receive the salary and the same or comparable position at the time the leave was granted.
- B. Absence from County service on leave without pay for periods in excess of thirty (30) calendar days, all suspensions, time after layoffs for more than thirty (30) calendar days but less than one (1) year, and all absences without leave shall be deducted in computing total continuous service and will effect a change in anniversary date.

Section 2. Sick Leave:

RNs absent or expecting to be absent from work due to their illness for any period of intended absence beyond the RNs use of any accumulated vacation days, sick days or compensatory days, are required to request a leave of absence. Applications for sick leaves, or any extensions thereof, shall be handled in the manner specified in Section 1 of this Article, and shall not be denied for periods of bona fide disability. RNs shall be granted maternity or paternity leaves of absence to cover periods of pregnancy and post-partum child care. The length of such leave, in general, shall not exceed six (6) months, but may be renewed by the Department Head.

Section 3. Seniority on Leave:

An RN on an approved leave of absence shall retain seniority, but shall not accrue pension benefits during such period (except as may be otherwise provided in the County's pension plan). An RN returning from a leave of absence under Section 1 or 2 of this Article will be entitled to return to work, placed in his/her prior classification and returned to a comparable or the same job held by him/her prior to commencing such leave; and if a vacancy exists in the same department, division or level of care in which the RN worked prior to commencing such leave, he/she shall be returned thereto. An RN returning from an educational leave under Section 8 of this Article shall be returned to the classification and job in accordance with the terms of such leave.

Section 4. Retention of Benefits:

An RN will not earn sick pay or vacation credits while on leave of absence, except when absent from work because of an occupational illness or injury. An RN on a leave of absence will be required to pay the cost of the insurance benefits provided in Article VIII in order to keep these benefits in full force and effect during the period of leave. Arrangements for payments of such costs through normal deductions or otherwise must be made with the Facility's Payroll Office prior to departure on the leave. For the failure to make such arrangements, the County may cancel insurance benefits which will be reinstated upon the RNs return to work, subject to such waiting period and other rules and regulations as may be applicable to the insurance plan.

Section 5. Family and Medical Leave:

Under the Family and Medical Leave Act of 1993, an eligible RN may take approved unpaid family and medical leave of up to twelve (12) weeks per rolling twelve (12) month period. An eligible RN is one who has been employed by the County for at least twelve (12) months and who has worked at least 1250 hours during the twelve month period preceding leave commencement.

The circumstances under which an approved leave may be taken are as follows:

- a. upon the birth of the RNs child;
- b. upon the placement of a child with the RN for adoption or foster care;
- c. when the RN is needed to care for a child, spouse, parent, or parent-in-law who has a serious health condition; or
- d. when the RN is unable to perform the functions of her position because of a serious health condition.

A serious health condition is any illness, injury, impairment or physical or mental condition that requires inpatient care or continuing treatment by a health care provider.

1. If an RN has accrued paid sick, personal, paternity, or maternity leave which applies to the reason for the desired leave, such leave must be exhausted before the County will grant unpaid leave under this provision. An RN may, but need not, use vacation as part of an FML. Any such use of that leave or of unpaid maternity or paternity leave also shall be considered family and medical leave and will be deducted from the twelve (12)-week total available under this section and the Family and Medical Leave Act. However, nothing contained in this section diminishes those other leaves.
2. When the need for leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the RN must provide notice in writing at least thirty (30) days prior to the start of the leave or, if these events require leave to begin in less than thirty (30) days, of if the need for the leave is not foreseeable, as soon as practicable.
3. The County may require medical certification to support a claim for leave for the RNs own serious health condition or to care for a seriously ill child, spouse or parent. For the RNs own medical leave, such certification must include a statement that the RN is unable to perform one or more essential functions of his/her position. For leave to care for a

seriously ill child, spouse or parent, such certification must include an estimate of the amount of time the RN is needed to provide care. At its discretion, but no more frequently than every 45 days, the County may require a second medical opinion and periodic recertifications at its own expense and according to US Department of Labor Rules and Regulations. If the first and second opinions differ, the County, at its own expense, may require the binding opinion of a third health care provider, approved jointly by the County and the RN.

4. If certified medically necessary for a serious health condition, leave may be taken on an intermittent or reduced leave schedule. If leave is requested on such a basis, however, the County may require the RN to transfer temporarily to an alternative position at the same rate of pay and with the same benefits.
5. Any RN who is granted an approved leave of absence under this provision may maintain group health insurance coverage by paying to the County before the end of the month his/her applicable contribution to the cost of the next month's insurance coverage. If the RN maintains such coverage, the County will continue during the leave period to make any contributions it would otherwise make pursuant to other provisions of this Agreement. If the RN elects not to return to work upon completion of an unpaid leave, the County may recover from the RN the cost of such payments made by the County, unless the RNs failure to return is for reasons beyond his/her control.
6. If the RNs spouse also works for the County, they may both take this family leave in connection with the birth or adoption of a child, but such leave shall be limited to a combined total of 12 weeks, which may be taken concurrently or consecutively.

Section 6. Professional Conventions, Meetings or Workshops:

- A. Whenever the County elects to send RNs as representatives to professional meetings, workshops or conventions, special time off without loss of pay will be granted, and the County will pay their expenses in accordance with its rules and regulations governing such expenses for all employees. Subject to approval of the County, RNs will be allowed time off each year, without loss of salary, for attendance at professional conventions and meetings of allied health and educational groups. Other special time off, with or without loss of pay, may be granted to any RN to attend appropriate meetings, workshops or conventions at the discretion of the County, which will determine if any of the expenses of the meeting will be paid by the County. It is the County's policy to encourage professional employees to enhance their professional competence through attendance at professional meetings, conventions and workshops, and funds are budgeted to allow employees to attend such meetings without loss of pay. Either the County or the Association may post notices on bulletin boards about such meetings, and RNs should request paid leave thereof as far in advance as possible. Such requests shall be in writing, and the County shall respond in writing within ten (10) calendar days thereafter as to time off. When more RNs make such requests than the County is willing to approve, RNs will be selected to attend such meetings, conventions and workshops on the basis of 1) the interest of the RN and potential value to the County, 2) the functional role of the RN in the meeting, and 3) the concept of equal opportunity for self-improvement. The County may disapprove requests because it concludes that 1) a particular meeting lacks significant

value, 2) RNs have used a disproportionate share of funds budgeted for this purpose, 3) it is impracticable to arrange for the RN to be absent from his/her regular assignment, or 4) the nature of the program only merits a limited attendance.

- B. Each RN shall be entitled to attend at least two (2) one-day educational sessions, or one (1) educational session in excess of one (1) day in each calendar year under the terms of this section, with necessary expenses reimbursed by the County, in accordance with County Travel Expense Regulations. Such attendance must be approved by the Department Head and the County.
- C. Advanced Practice Nurses shall be entitled to attend at least four(4) one-day educational sessions in each calendar year under the terms of this Section, with necessary expenses reimbursed by the County in accordance with County Travel Expense Regulations. Such attendance must be approved by the Department Head and the County.

Section 7. Military Leave:

RNs who enter the armed services of the United States shall be entitled to all the re-employment rights provided for in the Universal Military Service and Training Act of 1951, as amended.

An RN who has at least (6) months or more of continuous actual service and is a member of the Illinois National Guard or any of the Reserve Components of the Armed Forces of the United States, shall be entitled to a leave of absence with full pay for limited service in field training, cruises, and kindred recurring obligations. Such leave will normally be limited to eleven (11) working days in each year.

Section 8. Association Leave:

RNs who are elected or appointed to full-time positions with the Association shall be granted leaves of absence without pay not to exceed one (1) year. Upon application within such year, such leave may be extended by mutual agreement of the Association and the County, or the RN shall be returned to work in accordance with Section 3 of this Article.

Section 9. Educational Leave:

The County may grant RNs a leave of absence for the time necessary to complete a degree in nursing or a nursing related academic degree. Upon return the RN will be classified in the position and grade appropriate for the assignment and qualifications.

**ARTICLE XI
Grievance Procedure**

Section 1. Policy:

This policy shall apply to all employees without discrimination as to age, marital status, race, creed, color, national origin, disability or political affiliation. All employees have a right to file grievance and shall be assured freedom from coercion, restraint, or reprisal.

Section 2. Definition:

A grievance is a difference between an RN or the Association and the County with respect to the interpretation or application of, or compliance with, the agreed upon provisions of this Agreement, the County's rules and regulations or disciplinary action. The grievance must be in writing, and should contain a statement of the facts, the contract provision(s) alleged to be violated and the remedy requested. Any omission on the original grievance will be corrected by the Association representative before or during the Step 1 discussion. However, such omissions will not delay the grievance process.

A dispute between an employee (or his/her covered dependent) and the processor of health insurance claims shall not be subject to the grievance procedure provided for in this Agreement. Employees shall continue to be afforded an opportunity to present appeals of such health insurance disputes in person, and may have union representation at such proceedings.

Section 3. Representation:

Only the aggrieved employee(s) and/or representatives of the Association may present grievances. RNs may take up grievances through steps one to three either on their own and individually or with representation by the Association. If an RN takes up a grievance without Association representation, any resolution of the grievance shall be consistent with this Agreement and the Association representative shall have the right to be present at such resolution. A grievance relating to all or a substantial number of RNs or to its own interests or rights with the County may be initiated at Step 2 by an Association representative. A grievance relating to a suspension or discharge may be initiated at Step 3.

Section 4. Grievance Procedure Steps:

The steps and time limits as provided in the County's Grievance Procedure as applicable to RNs are as follows:

Step	Submission Time Limit This Step (calendar days)	To Whom Submitted	Time Limits Meeting	Response
1	30 days	Immediate Supervisor	10 days	10 days
2	10 days	Hospital Director/ Designee	10 days	10 days
3	20 days	Director, Bureau of Human Resources/Hearing Officer	30 days	30 days
4	30 days	Impartial Third Party	30 days	30 days

Section 5. Time Limits:

The initial time limit for presenting a grievance shall be thirty (30) days, unless the grievance relates to an error in pay for which the time limit shall be six (6) months. If no meeting is held at

Step 1, then the Step 1 response is due within 10 days from submission of the grievance to the immediate supervisor. Time limits may be extended by mutual agreement in writing between the employee and/or the Association and the County. The County will give priority status to third step meetings and responses involving RN terminations.

Section 6. Impartial Arbitration:

The Association may within thirty (30) days after receipt of the Step 3 answer submit in writing to the County notice that the grievance is to enter impartial arbitration. If the two parties fail to reach agreement on an Arbitrator within ten (10) days, the Association may request the Local Labor Relations Board, American Arbitration Association or the Federal Mediation and Conciliation Service to provide a panel of arbitrators. Each of the two parties will confer within 7 days of receipt of the panel to alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be the Arbitrator. The Association and the County will make arrangements with the Arbitrator to hear and decide the grievance without unreasonable delay. The decision of the Arbitrator shall be binding.

Expenses for the Arbitrator's services and the expenses which are common to both parties to the arbitration shall be borne equally by the County and the Association. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.

The Arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. The issue or issues to be decided will be limited to those presented to the Arbitrator in writing by the County and the Association. His/her decision must be based solely upon his interpretation of the meaning or application of the express relevant language of the Agreement.

Section 7. Assoc. and County Representatives and Arrangements for Processing Grievances:

A. Association and County Representatives:

The Association will advise the County in writing of the names of its officers, Association Grievance Committee persons and non-employee representatives, and shall notify the County promptly of any change. These representatives will be permitted to take necessary time away from work to investigate and confer about grievances provided that in each instance arrangements are made with the supervisor.

B. Association Activities:

The County agrees that, to the extent grievance meetings are held during RNs normal working hours, those RNs who are permitted to attend such meetings under the grievance procedure may do so without loss of pay. The County also agrees that during normal working hours Association officers and members of its Grievance Committee may transmit to the County written communications of the Association, and deliver to the Hospital Director/Designee materials for posting under Section 5 of Article XIII. RNs also may solicit Association membership on the County's premises, but not during working hours. No type of Association activity is to interfere with job performance and responsibility. The County's equipment and supplies are not to be used by the Association, except that the County will consider Association requests for use of its facilities in holding Association meetings. Consent for use of a meeting room for an Association meeting will not be unreasonably withheld.

C. Non-Employee Representatives:

Duly authorized representatives of the Association will be permitted at reasonable times to enter the Hospitals for purposes of handling grievances, conferring with County personnel and Association officers or Grievance Committee persons, or observing conditions under which RNs are working. These representatives will be identified to the Hospital Director/Designee to enter the Hospital and conduct their business so as not to interfere with the operation of the Hospital. The Association will not abuse this privilege, and such right shall at all times be subject to general Hospital and medical office rules applicable to non-employees.

Section 8. Grievance Meetings:

At each step of the grievance procedure, the appropriate County representative shall meet in accordance with the time limits. The primary purpose of the meetings shall be to attempt to resolve the grievance. The Employer representative shall be willing, and shall have the authority needed to engage in meaningful discussion for the purpose of resolving the grievance. There shall be no tape recording of any grievance meetings. When the meeting does not result in a resolution of the grievance, the Employer representative shall respond to the Union, in writing, within the time limits provided herein.

In addition, the County shall provide the Association with Quarterly Status Reports concerning all grievances on file and shall agree to meet with the appropriate Association representative to resolve any delays. Grievances involving loss of pay for RNs will be given the highest priority.

Section 9. Opportunity to Resign:

At any time prior to the announcement of findings and decision, with the express consent of the employee and the approval of the Hospital Director or designee, or the County Department Head or designee in the case of other offices who filed the charges, the third step hearing officer may accept the employee's resignation in lieu of discharge or suspension.

**ARTICLE XII
Continuity of Operation**

Section 1. No Strike:

The Association will not cause or permit its members to cause, and will not sanction in any way, any work stoppage, strike, picketing or slowdown of any kind or for any reason, or the honoring of any picket line at the Facilities, or other curtailment, restriction or interference with any of the County's functions or operations; and no RN will participate in any such activities during the term of this Agreement or any extension thereof. This clause shall be so interpreted as to avoid any violations of the rights of the Association or any member thereof under the First Amendment of the Constitution of the United States, in activities unrelated to and not affecting the provisions of this Agreement.

Section 2. Association Responsibility:

Should any activity prescribed in Section 1 of this Article occur, which the Association has or has not sanctioned, the Association shall immediately:

- (a) publicly disavow such action by the employees or other persons involved;
- (b) advise the County in writing that such action has not been caused or sanctioned by the Association;
- (c) notify the RNs stating that it disapproves of such action instructing all RNs to cease such action and return to work immediately;
- (d) take such other steps as are reasonably appropriate to bring about observance of the provisions of this Article, including compliance with reasonable requests of the County to accomplish this end.

Section 3. Discharge of Violators:

The County shall have the right to discharge or otherwise discipline any or all RNs who violate any of the provisions of this Article. In such event, the RN, or the Association in his/her behalf, shall have no recourse to the grievance procedure, except for the sole purpose of determining whether an RN participated in the action prohibited by this Article. If it is determined that an RN did so participate, the disciplinary action taken by the County may not be disturbed.

Section 4. No Lock-Out:

The County agrees that it will not lock out its RNs during the term of this Agreement or any extension thereof.

Section 5. Reservation of Rights:

In the event of any violation of this Article by the Association or the County, the offended party may pursue any legal or equitable remedy otherwise available, and it will not be a condition precedent to the pursuit of any judicial remedy that any grievance procedures be first exhausted.

**ARTICLE XIII
Miscellaneous**

Section 1. No Discrimination:

- A. The County and the Association agree that neither shall discriminate against any RN by reason of race, color, religion, national origin, political belief, age, sex, marital status or activity on behalf of the Association.
- B. It is the policy of the County of Cook that applicants for employment are recruited, selected, and hired on the basis of individual merit and ability with respect to positions being filled and potential for promotions or transfer which may be expected to develop. Applicants are to be recruited, selected, and hired without discrimination because of race, color, creed, religion, sex, age, disability, or national origin. Furthermore, personnel procedures and practices with regard to training, promotion, transfer, compensation, demotion, layoff, or termination are to be administered with due regard to job performance, experience, and qualifications, but without discrimination because of race, color, creed, religion, sex, age, disability, or national origin.

Section 2. Patient Care:

- A. The County recognizes that in the interest of the general public and more particularly the patients admitted to the health care facilities for care, minimum standards must be maintained with regard to such matters as cleanliness, maintenance, and administrative services which are over and above nursing services, and are the responsibility of the County to provide. The County recognizes that nurses have a unique contribution to make towards maintaining and improving safe quality patient care. The County and Association agree that collaboration and consultation with each other and mutually arrived at constructive suggestions are valuable in these areas.
- B. A Joint Nursing Care and Staffing Review Committee will be maintained at each facility (at CCDPH the Labor Management Committee). The purpose of the Committee is to improve patient care by sincerely working to address and resolve patient care related problems. An annual calendar of meeting dates will be prepared by Nursing Administration for all members of the Committee. When the four week schedule is posted, day shift RNs on the Committee will be scheduled for duty for the shift the Committee is scheduled to meet. Time spent at Committee meetings or doing designated work of the Committee, as determined by the Committee, will be considered work time. Subjects for discussion will be submitted one week in advance. The Committee will develop other rules for its proceedings, including provisions for emergency meetings.

Also, the Committee will review, evaluate and make recommendations regarding staffing issues, including the recruitment and retention of RNs. The Committee will be provided with information and education needed to evaluate recruitment, retention and other staffing issues (including periodic reports, staffing records, and other pertinent information relative to the issue), and will make recommendations for changes as needed. It will have no more than six Association representatives of the RNs covered by this Agreement inclusive of INA staff, and six Divisional Directors of Nursing (at Provident, six nursing administration representatives) inclusive of the Director of Nursing, or their designees. The Committee will meet at least bimonthly. On request of the Committee, a consultant from the INA or outside consultants may participate to assist in professional matters.
- C. Recommendations from these committees will be made to the Director of Nursing. Members of the Committees may meet with the Director of Nursing regarding her response and with the Hospital Director and with the Chief Administrative Officer of Health Services.
- D. It is also understood and affirmed that professional RNs have responsibilities to patients that transcend some aspects of the usual employment relationship. RNs will not be expected to ignore these responsibilities or the Code of Ethics of their profession.
- E. These solutions and programs will not contradict language in this contract and will not preclude nurse representatives from exercising their rights under other provisions of this contract.

- F. A nurse who makes a written protest of work assignment shall receive a response from a nursing administrator within five (5) business days.

Section 3. Doctor's Statement:

- A. An RN who has been off duty for five (5) consecutive days or more for any health reason will be required to provide a doctor's statement as proof of illness, and may be required to undergo examination by the facility's or County's physician before returning to work.
- B. For health related absences of less than five (5) consecutive days, a doctor's statement or proof of illness will not be required except in individual instances where the facility has sufficient reason to suspect that the individual did not have a valid health reason for the absence. If indicated by the nature of a health related absence, examination by a facility physician may be required to make sure that the RN is physically fit for return to work.

Section 4. Voluntary Workers:

Voluntary organizations and workers perform services in the health facilities that are a valuable and necessary contribution to the welfare of patients and to the operation of the facilities. Also, the health facilities engage in education and research which involve persons performing tasks and being taught to perform tasks which are similar or identical to work of RNs of the health facilities. The health facilities shall continue to have the right to avail themselves of any and all such voluntary services, and to engage in such educational and research activities. Further, CCDPH engages in collaborative activities with local health and community service providers who employ registered nurses and which are fundamental to the practice of public health.

In the event of an unexpected, temporary increase in RN staffing needs which could not have been foreseen by CCDPH, additional work hours would be offered to CCDPH bargaining unit nurses. If more work is needed than bargaining unit nurses are willing to work, RNs in the community may be recruited to volunteer to practice professional nursing to meet this temporary need.

Volunteers will not practice professional nursing as limited by law to licensed registered nurses or licensed practical nurses respectively except as provided above for CCDPH.

Section 5. Posting & Bulletin Boards:

At Cook County Hospital, the Association will have made available to it a mail box in the Human Resources Department. At all other hospitals, Cermak, and JTDC, the Association will have a mail box made available for its use. The County also will make bulletin board space available for the use of the Association. At Cook County Hospital such bulletin board space shall be in patient areas of the departments or divisions, and at all time-clocks used by nursing personnel, and at Oak Forest Hospital the bulletin board space shall be outside the nursing office and at places utilized for posting employee job opportunities; at Cermak, the bulletin board space shall be near the major time clock and at the staff stations in units 4, 10 and 11; at JTDC such bulletin board space shall be in the nursing station room; at Provident, such bulletin board space shall be in the locker rooms; and throughout the ACHN and CCDPH bulletin board space shall be made available in the general work area outside of patient care areas. The Association will be permitted to post on these bulletin boards notices of a non-controversial nature, but only after submitting them to the facility designee for approval. There shall be no posting by RNs of notices or other kinds of literature on the County's property other than herein provided. No distributions by RNs shall be

made during their working hours, not including rest periods and lunch periods. The health facilities' supplies or equipment are not to be used for any Association publication or announcements; however, the facilities will permit the Association to use their audio-visual equipment for educational programs of the Association held on the premises of the health facilities, provided the scheduling of its use is consistent with other needs of the facilities.

Section 6. Partial Invalidation:

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any Federal or State law now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof.

Section 7. Tuition Reimbursement and Certification:

- A. The County will reimburse RNs for one hundred percent (100%) of the cost of tuition and mandatory fees for up to three (3) approved educational courses per session. Upon application by the RN in advance, the facility will promptly approve courses leading to a nursing or nursing-related degree, and that relate to the RNs work for the County.
- B. Courses must be offered by an accredited or State-approved institution sponsored by the facility. Mandatory fees may include application fees, service fees, registration fees and the cost of required textbooks and materials. Payment will be made when evidence of satisfactory completion of the course(s) is submitted to the facility.
- C. Retroactive to December 1, 1990 RNs who satisfactorily complete a nationally recognized nursing certification exam or who are re-certified will be reimbursed for the fee of taking the exam.

Section 8. Parking and Protection:

- A. The County will endeavor to provide adequate parking and security services for the protection of RNs and their property. In so doing, the County will permit RNs who a work during the evening and night shifts at Cook County Hospital to use the Stroger Hospital Garage to the extent that space is available given the total number of employees and spaces. A security officer will be on duty during the end of the evening shift and beginning of the night shift at Cook County Hospital, Provident, JTDC, and Cermak. The Association will be given notification of at least two (2) months in advance of the County's intent to close any lot. All RNs will be provided with security escorts to their cars upon request during hours of darkness at Cook County Hospital and Provident. The County will make payroll deduction available at Cook County Hospital for parking fees.
- B. When RNs have problems or complaints about assignment of parking space, the Association may take up the matter with the Parking Coordinator, who will disclose all relevant information.
- C. The parties understand that it is the County's intention to use existing parking lots for its construction of the new Cook County Hospital. At least two (2) months prior to the closure of any lot, a meeting will be scheduled between the Director of Human Resources, the Manager of Parking, and the INA Parking Committee to discuss available parking

alternatives. During the construction phase, the County will make as many parking spaces available, at reasonable cost according to market conditions, to RNs who have such as of July 1, 1996, as is reasonable given the total number of spaces available, based on seniority. To the extent reasonable, once the construction is completed, every RN who had parking as of July 1, 1996 will have parking available to her. To the extent that additional spaces become available for RN use, they will be assigned in waiting list order.

- D. The County will work with the Cook County Hospital Security Department to set up a fair parking system. A joint committee will be established to study parking problems at Cook County Hospital and to develop recommendations.
- E. At Provident Hospital of Cook County the Hospital has authorized parking in the garage for all RNs.

Section 9. Residence Rooms and Lounges:

RNs who remain at the health facility beyond their regular hours so as to prevent their having sufficient time to go home, or in cases where inclement weather results in hazardous conditions, and who are expected to return to work for their next shift, may use available sleeping accommodations at the health facilities without charge. The health facility either will permit RNs to use available lounge facilities or endeavor to provide other lounge areas for its RNs.

Section 10. Supplies:

RNs are to bring concerns over the quality or lack of necessary supplies and equipment to the attention of their supervisor. If the supervisor is unable to take corrective action, the problem will be promptly brought to the attention of the Divisional Director of Nursing. RNs shall be kept informed of efforts to remedy any such problems.

Section 11. Administration Support:

RNs who encounter difficulties with the County's personnel in carrying out County policies upon request will be furnished with a copy of any available written statement of the policy in question. The County will give all reasonable support to any such RN in carrying out the County's policies, and will evidence to the RN that such support has been provided. Each RN will have available to her a registered nurse administrator for consultation purposes, which may include professional and clinical issues.

Prior to the issuance of clinical/practice related discipline, a non-nursing manager/administrator is encouraged to consult with a nursing administrator. At pre-disciplinary hearings involving professional and clinical issues, the hearing officer will be a nurse administrator.

Section 12. Non-Nursing Duties:

It is the Bureau's policy and intention to assign RNs to professional nursing duties and not routinely to duties that can more appropriately be performed by other employees. Examples of such include the routine performance of the following duties: clerical duties; cleaning of doctors' rooms and lounges, laboratories, conference rooms, sinks, utility rooms, terminal units, toilets, bathrooms or storage areas; and routine delivery of blood, and routine equipment procurement.

Section 13. Nursing Assignments:

- A. The County may assign an RN to float to areas in which the County may reasonably determine that the RN possesses competence in keeping with this entire Paragraph A. If a floated RN requests professional orientation, it will be provided immediately and shall include the following:

1. Unit protocols regarding patients to whom the RN is assigned;
2. Location of equipment, supplies and medications; and
3. Procedures, equipment and charting specific to the assigned patients.

Each unit and the ACHN is responsible to keep a record of the RNs rotational floating turns. Floating for any part of a shift counts as a turn and turns will be rotated among its RNs or each unit and in the ACHN as equitably is reasonable. An RN shall not be floated more than once per shift.

- B. At John H. Stroger, Jr. Hospital, Provident Hospital and Oak Forest Hospital floating only will occur within the following designated clinically-related areas unless the RN has been cross-trained to or has experience in another area, or in the case of an unforeseen emergency:

1. John H. Stroger, Jr. Hospital

- Telementary, Emergency Room, Medical/Surgical, and OB
- Critical Care, Telemetry, and Emergency Room
- Perioperative within perioperative
- Pediatrics, Pediatrics Emergency Room, and Nursery

2. Provident Hospital

- ICU Emergency Room, Telementary, Recovery Room
- Medical/Surgical, Maternal/Child
- Operating Room, Same Day Surgery, Recovery Room, Labor and Delivery

3. Oak Forest Hospital

- Emergency Room, Telementary and ICU
- Acute Care and Long Term Care

- Acute Care to Telementary

4. ACHN

ACHN RNs may be floated only within the following clusters:

<u>South</u>	<u>South Suburban</u>	<u>West</u>
Sengstacke	Oak Forest	Prieto
DuSable	Robbins	Logan
Hayes	Woody Winston	Cicero
Near South	Cottage Grove	Salvation
Englewood		Austin
Beethoven		Northside/Thorek
Woodlawn		Maywood
Bond		Palatine
		West Side
		Morton East
		Fantus*

*Fantus RNs will only be required to float within Fantus and other RNs in the West cluster will not be required to float to Fantus.

C. Except at Provident Hospital and at ACHN (not including Fantus) CN II's will not be floated. At Provident Hospital and at ACHN, CN II's will not be floated unless it is extremely necessary to do so and if necessary will be done only on a rotational basis with other CN II's, except that when more than one CN II is assigned to a unit/clinic on the same shift, a CN II not functioning as a charge nurse on her unit/clinic may be floated on a rotational basis with the CN I's on her unit/clinic for that shift only.

D. RNs ordinarily will be floated from a unit at Stroger Hospital, PHCC, CHS and OFH in the following order:

1. Commercial Registry
2. In-House Registry
3. RNs on OT from outside unit
4. RNs on OT from a different shift on unit
5. RNs on OT from same shift on unit
6. Unit staff on straight time

Every practical effort will be made to avoid floating out of the above order.

E. Temporary shortages (normally of 3 months or less) in the ACHN clinics will be covered in the following order:

1. In-house registry if and when such is established;
2. Voluntary overtime by ACHN RNs in the same cluster to be distributed as equitably as is reasonable;
3. Voluntary overtime by ACHN RNs in other clusters to be distributed as equitably as is reasonable; and
4. Floating ACHN RNs as follow:
 - a. Volunteers will first be solicited to float. If no one volunteers, RNs will be floated on a rotating basis starting with the least senior ACHN RN in the cluster.
 - b. When the need is known in advance, the County will float the appropriate RN as soon as is reasonable and before the beginning of the shift.
 - c. The floating will not exceed four (4) weeks, unless the RN volunteers for an extension.
 - d. An RN will not be floated to more than one site in a regular workday, to the extent reasonable.
 - e. When an RN must travel from her home clinic to another clinic during the course of a work day, the RN will be reimbursed for the use of her personally-owned automobile on the basis of miles driven or other transportation, in accordance with the Cook County Travel and Transportation Expense Reimbursement Policy.

Section 14. In-Service Education:

The health facilities will submit to the Association a description of eligible in-service education programs to be evaluated for Continuing Education Units. The health facilities will post a timely list of such programs, including the C.E.U. rating, at all places where job openings are posted under Article IV, Section 5, of this Agreement. In-service programs will be provided during each year of this Agreement so that each RN will be afforded a chance to attend a program or be granted paid leave as specified in Article X, Section 5, of this Agreement. RNs will be considered to have been afforded such programs if an available chance to attend is posted on the bulletin boards provided in Article XIII, Section 5, of this Agreement. In-service education will include content on latex allergy awareness.

Section 15. Safety Committee:

The County will make every reasonable effort to maintain a safe environment in all its facilities and to reduce hazards. RNs are encouraged to bring their concerns about potential or actual hazards to the attention of their supervisor. The County will seek to repair or remove such hazards as quickly as practical after learning of the problems.

Within three (3) months of the signing of this contract, the County will begin the prominent postings of notices in all its facilities which actively discourage verbally and physically abusive behavior on the part of all persons using County Health facilities.

The County will add to its required safety courses, content on personal safety issues.

- A. At each health facility, and at the JTDC, the County will maintain a Safety Committee which shall meet regularly and consider guidelines for the improvement of occupational health and safety. The Association may appoint two (2) representatives to such Committees. Nursing Representatives will be informed of the schedule of meetings and every practical effort will be made to assure their attendance.
- B. CCDPH shall have a special committee which shall determine the most appropriate strategies for assuring the safety of RNs on field assignments.

Section 16. Code Blue:

At Oak Forest Hospital the County will train more CPR qualified RNs so as to distribute the Code Blue work load over more persons. At the time of a Code Blue alert the County's supervision will reassign staff as necessary to enable those involved with an alert in another patient care area to complete their work assignment on a timely basis in their regular patient care area; and in the event there is adequate CPR qualified staff on a unit on which a Code Blue alert occurs, RNs on call from other units will be advised by the supervisor to return to their own units. On occasions when an RN who is due to be assigned for Code Blue alert is to be the only registered nurse on her unit, supervision will endeavor to relieve this RN from the Code Blue assignment for that shift. The parties agree that only one (1) RN will be assigned to the Code Blue Team. RNs in Acute Care will handle their own codes. When only one RN is assigned on a unit in Acute Care, an RN from the CCU unit will assist.

Section 17. Orientation:

Soon after an RN is hired, promoted or transferred to a new unit, the RN shall be oriented to the new duties by the supervisor who will evaluate the RNs performance. Such orientation shall be specific to the needs of the work area and consistent with the duties performed by other RNs on the unit.

Section 18. Outside Nurses' Registry:

RNs employed by any outside Nurses' Registry are not covered by this Agreement.

Section 19. CCDPH Uniforms:

The current uniform policy, dated September 20, 1985 will remain in effect during the term of this Agreement. Either party can propose to the other a change in this policy. No change will be implemented without the mutual agreement of both parties.

Section 20. Assistive Workers:

Nursing administration may utilize assistive workers to aid in the delivery of nursing care using the following guidelines:

1. The job description developed by Nursing Administration with input from INA will:
 - (a) be consistent with the Illinois Nursing Act;
 - (b) both define and limit the function of those who assist in the practice of nursing; and

(c) be used as the basis for evaluating the assistive worker.

2. Prior preparation will be reviewed by Nursing Administration to determine whether such preparation meets the requirements of the job. It will be supplemented with additional education by RNs as necessary and the assistive workers will be oriented by registered nurses.
3. The registered nurses, based on their assessment of the patient's condition, will delegate duties that are consistent with the workers' preparation and job description. Bargaining unit nurses shall be responsible for the oversight of and delegation to other employees only to the extent necessary to provide direction of other employees in the performance of patient care duties based on nurse's expertise and professional responsibilities to other personnel inconsistent with recognized standards of professional practice and/or the Illinois Nursing Act and Rules for its Administration.
4. The activities of workers who assist in the practice of nursing will regularly be monitored by Nursing Administration and INA for compliance with the established job description.
5. There is a plan to prepare and assist RNs to delegate duties and oversee the work of assistive workers in accordance with the job description as provided in #1 above.

Section 21. Americans with Disabilities Act (ADA):

- A. Whenever an employee (or Union at the request of an employee) requests an accommodation under the Americans with Disabilities Act ("ADA"), or an accommodation of an employee is otherwise contemplated by the Employer, the Employer, the employee, and the Union will meet to discuss the matter.

It is the intent of the parties that any reasonable accommodations adopted by the Employer conform to the requirements of this Agreement where practicable. The Employer may take all steps necessary to comply with the ADA. Any such steps which might conflict with the terms of this Agreement shall be discussed with the Union prior to implementation. The parties shall cooperate in resolving potential conflicts between the Employer's obligation under the ADA and the rights of the Union. Neither party shall unreasonably withhold its consent to the reasonable accommodation of an employee.

Information obtained regarding the medical condition or history of an employee shall be treated in a confidential manner.

- B. Nothing in this section shall require the Employer to take any action which would violate the ADA or any other applicable Statute.

Section 22. New Graduates:

New graduates will not be reassigned to other units until completion of orientation. Thereafter, in reassigning new graduates, careful consideration will be given to the skills and abilities of the graduate nurse relative to patient care needs.

Section 23. Staffing Needs Assessment:

In addition to any patient classification system in use by the County, the nursing supervisor will consider any input from the nurse in charge, and will assess the data when determining staffing needs. These determinations are appropriate subjects for discussion at meetings of the Nursing Care and Staffing Review Committee described in Article XIII, Section 2.B.

Section 24. End of Shift Report:

Notwithstanding any other language in this Agreement, an RNs work day does not end until report is complete. If she must stay overtime to complete such report, overtime will be authorized.

Section 25. Cell Phones:

Certified Nurse Midwives assigned to more than one site between the hours of 8:00 p.m. and 6:00 a.m. will be provided with access to a cellular telephone.

**ARTICLE XIV
In-House Registry**

Section 1. In-House Registry Agreement:

1. The County will implement an "In-House Registry." The purpose is to improve staffing, especially on late shifts and weekends, for the mutual benefit of patients, nursing staff, and the Hospital. It will be implemented in such a way as to permit regular staff to work more desirable schedules.
2. "In-House Registry" RNs shall be classified as Clinical Nurse I's and shall be part of the unit of employees represented by the Association.
3. "In-House Registry" RNs will be paid according to the following schedule:

Hourly Rate:		\$30.00	
			Effective FFPP after approval of this Agreement by the County Board of Commissioners.
Shift Differential:			
P.M.'s	1.75/hr.	\$ 2.25/hr.	effect. 12/01/03
Nights	2.00/hr.	\$ 2.50/hr.	effect. 9/1/94
Weekend Differential:	2.50/hr.	\$ 2.75/hr.	effect. 9/1/94
(All Shifts)			

Critical Care & Operating Room Differential: 0.35/hr.

Temporary Assignment: 1.50/hr. \$ 1.75/hr. effect. 9/1/94

An RN shall be paid one and one-half times the regular hourly rate (including any shift differential) for all hours worked in excess of forty (40) in a week.

An RN shall be paid time and one-quarter the regular hourly rate for all hours worked on a holiday as defined in Article VI, Section 1.

A weekend is defined as beginning with the day shift Saturday and continuing thru the night shift Sunday.

4. "In-House Registry" RNs will work a minimum of two (2) shifts per pay period. Work is not to exceed 64 hours per pay period, except in the case of urgent need. "In-House Registry" RNs can be exempt from minimum working requirements for a period, provided that written request is made two weeks in advance of the desired exempt period.

Upon request, the union will be provided a listing of In-House Registry RNs who have worked in excess of forty (40) hours per week. The listing will include the name of the IN-House Registry RN and the total hours worked.

5. RNs will be scheduled for two consecutive weekend days in a month and will work four (4) holidays per year, with two (2) being major holidays.
6. In the event that low census reduces the need for a full complement of RN/s on a particular unit In-House Registry RNs on the affected unit will be assigned to another unit within the Division and provided adequate orientation to the unit.

In the event there is not a staffing need on another unit within the Division, the nurse will be assigned to a unit outside the Division in consideration of patient care needs, the skills and abilities of the nurse.

If there is not a staffing need for the nurse within the Department, the nurse will be canceled no less than two (2) hours prior to the start of the shift. Should this occur after the nurse has reported for work, she shall be paid for two (2) hours.

7. Seniority will be based on the date of hire into the In-House Registry Program. In-House Registry seniority may be used only in relation to other In-House Registry RNs.

Regular full and part-time nurses who join the In-House Registry Program shall have their County seniority frozen at that time. Accrued compensatory time and vacation shall be redeemed for payment.

County seniority will be combined with in-house registry seniority and utilized by an in-house registry nurse in applying for a regular full or part-time position in relation to other in-house registry applicants.

8. Adequate orientation to the Hospital shall be provided by the Department of Nursing. Hospital orientation shall be equivalent in scope and effectiveness to that provided regular status employees but not necessarily having the same form or time period. "In-House Registry" employees will not be assigned within the Hospital until the Department of Nursing has oriented them.

9. The following provisions of this Agreement shall not apply to "In-House Registry" employees:

Art. III Sect. 2D & E, 3, 5, 7, 8, 9, 10

Art. IV Sect. 1, 2 & 12

Art. V Sect. 1, 2, 3, 4, 6, 7, 8, 9, 10, 12

Art. VI (All)

Art. VII (All)

Art. VIII Sect. 1, 2, 4, 5

Art. IX (All)

Art. X (All) (Except FMLA will apply if the RN is eligible)

Art. XIII Sect. 7 & 20

10. Full-time and part-time RNs may work in this category only when they are on approved personal, educational or Association leave of absence.

11. The Association will designate an individual to represent it on matters concerning the Registry, including working out further details of scheduling and procedures.

12. Full-time and part-time RNs will have first option to apply for the "In-House Registry."

13. The County in January 1980, committed the Hospitals to use outside registry nurses "only in very unusual circumstances," and the "In-House Registry" is being instituted with the intention of complying with this commitment. First, full and part-time employees and then "In-House Registry" nurses will always be used in preference to outside registries when the former are available. However, both parties agree that when it is not possible to staff otherwise, outside registry nurses may have to be used, even after a transition period.

ARTICLE XV

Duration

Section 1. Term:

This Agreement shall become effective on December 1, 2001 and shall remain in effect thru November 30, 2004. It shall automatically renew itself from year to year thereafter unless either party shall give written notice to the other party not less than sixty (60) calendar days prior to the expiration date, or any anniversary thereof, that it desires to modify or terminate this Agreement.

In the event such written notice is given by either party, this Agreement shall continue to remain in effect after the expiration date, until a new Agreement has been agreed upon, or either party shall give the other party five (5) calendar days written notice of cancellation thereafter.

Section 2. Notice:

Any notice under this Agreement shall be given by registered or certified mail; if by the Association, then one such notice shall be addressed to the President, Board of Cook County Commissioners, Room 500, with a copy to the County's Chief, Bureau of Human Resources, Room 840, and both addressed to 118 North Clark Street, Chicago, Illinois; or if by the County, then such notice shall be addressed to the Association's Executive Administrator at 105 W. Adams, Suite 2101, Chicago, Illinois 60603. Either party may, by like written notice, change the address to which notice to it shall be given.

Signed and entered into this 1st day of July, 2003.

COUNTY OF COOK:

BY:

John H. Stroger Jr.

JOHN H. STROGER JR., President
Cook County Board of Commissioners

ATTEST:

David Orr

DAVID D. ORR
Cook County Clerk

UNION: Illinois Nurses Association

BY:

Cheryl Holmberg, Executive Director

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

JUL 01 2003

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APPENDIX A

Illinois Nurses Association

JOB CODE	GRADE	TITLE
1941	FA	Clinical Nurse I
1951		Register Nurse I
1942	FB	Clinical Nurse II
1971		Public Health Nurse I
1953		Registered Nurse III
1980	FC	Instructor
1943		Nurse Clinician
1972		Public Health Nurse II
1981	FD	Instructor Senior
1982	FE	Master Instructor
1944		Nurse Epidemiologist
1973		Public Health Nurse III
3990	FF	APN Nurse Practitioner
3991	FF	APN Clinical Nurse Specialist
3998	FF	APN Nurse Practitioner (As Req.)
3992	FF	APN Certified Registered Nurse Midwife
3996	FF	PHN IV (APN - Nurse Practitioner)
3997	FF	APN Certified Registered Nurse Midwife (As Req.)