

COLLECTIVE BARGAINING AGREEMENT

Between

**LICENSED PRACTICAL NURSE ASSOCIATION OF ILLINOIS,
DIVISION I**

And

COUNTY OF COOK

December 1, 2008 - November 30, 2012

EFFECTIVE JULY 17, 2013

TABLE OF CONTENTS

<u>Article</u>	<u>Section</u>	<u>Subject</u>	<u>Page</u>
		PREAMBLE	1
I		RECOGNITION	1
	1.1	Representation	1
	1.2	Association Membership	1
	1.3	Dues Check-off	2
	1.4	"Fair Share"	2
	1.5	Religious Exemption	3
	1.6	Indemnification	3
II		COUNTY AND ASSOCIATION RIGHTS AND OBLIGATIONS	3
	2.1	County Rights	3
	2.2	County Obligation	3
	2.3	Association and County Meetings	3
	2.4	Paid Negotiation Time	3
III		HOURS OF WORK AND OVERTIME	4
	3.1	Purpose of Article	4
	3.2	Work Periods	4
	3.3	Overtime Pay	5
	3.4	No Duplication of Overtime Pay	5
	3.5	Overtime in Holiday Week	5
	3.6	Overtime Work	5
	3.7	Rest Periods	5
	3.8	Rotation of Duty/Floating	6
	3.9	Weekend Program	8
IV		SENIORITY	9
	4.1	Definitions	9
	4.2	Probationary Period	9
	4.3	Promotion, Lateral Transfer, Layoff Displacement and Recall Preference	9
	4.4	Low Census Days	11
	4.5	Job Posting	11
	4.6	Evaluations	12

TABLE OF CONTENTS
(Continued)

<u>Article</u>	<u>Section</u>	<u>Subject</u>	<u>Page</u>
	4.7	Transfer	12
	4.8	Return to Represented Unit	13
	4.9	Seniority List	13
	4.10	Termination of Seniority	13
	4.11	Discipline	14
	4.12	Accrued Benefits at Separation	18
V		RATES OF PAY	18
	5.1	Salaries	18
	5.2	Step Placement	19
	5.3	New or Changed Classifications	19
	5.4	Classification and Grade Changes	19
	5.5	Shift Differential	21
	5.6	Specialty Differentials	21
	5.7	Corrections Differential	21
	5.8	Team Leader	21
	5.9	On-Call Pay	21
	5.10	Part-Time Nurses	22
VI		HOLIDAYS	22
	6.1	Regular Holidays	22
	6.2	Eligibility	22
	6.3	Working Holidays	23
	6.4	Holidays in Vacations	23
	6.5	Failure to Report	23
VII		VACATION LEAVE	23
	7.1	Accrual	23
	7.2	Eligibility	24
	7.3	Vacation Pay	24
	7.4	Vacation Preference	24
	7.5	Vacation Scheduling	24
	7.6	Failure to Report Before or After Vacation	25
VIII		WELFARE BENEFITS	25
	8.1	Hospitalization Insurance; Employee Contributions	25
	8.2	Sick Leave	26

TABLE OF CONTENTS
(Continued)

<u>Article</u>	<u>Section</u>	<u>Subject</u>	<u>Page</u>
	8.3	Disability Benefits	26
	8.4	Life Insurance	27
	8.5	Pension Plan	27
	8.6	Health Services	27
	8.7	Dental Plan	27
	8.8	Vision Plan	27
	8.9	Hospitalization - New Hires	27
	8.10	Flexible Benefits Plan	27
	8.11	Insurance Opt-Out	28
IX		ADDITIONAL BENEFITS	28
	9.1	Bereavement Pay	28
	9.2	Jury Make-Up Pay	28
X		LEAVES OF ABSENCE	28
	10.1	Regular Leave	28
	10.2	Sick Leave	29
	10.3	Seniority on Leave	29
	10.4	Family and Medical Leave	29
	10.5	Retention of Benefits	31
	10.6	Professional Conventions, Meetings or Workshops	31
	10.7	Military Leave	31
	10.8	Association Leave	32
	10.9	Educational Accommodation	32
XI		GRIEVANCE PROCEDURE	32
	11.1	Policy	32
	11.2	Definition	32
	11.3	Representation	32
	11.4	Grievance Procedure Steps	32
	11.5	Time Limits	33
	11.6	Association and County Representatives and Arrangements for Processing Grievances	33
	11.7	Impartial Arbitration	34

TABLE OF CONTENTS
(Continued)

<u>Article</u>	<u>Section</u>	<u>Subject</u>	<u>Page</u>
XI		CONTINUITY OF OPERATION	34
	12.1	No Strike	34
	12.2	Association Responsibility	35
	12.3	Discharge of Violators	35
	12.4	No Lock-Out	35
	12.5	Reservation of Rights	35
XIII		MISCELLANEOUS	35
	13.1	No Discrimination	35
	13.2	Patient Care	36
	13.3	Doctor's Statement	36
	13.4	Voluntary Workers	37
	13.5	County Health Facilities	37
	13.6	Partial Invalidity	37
	13.7	Tuition Reimbursement	38
	13.8	Parking and Protection	38
	13.9	Residence Rooms and Lounges	38
	13.10	Supplies	39
	13.11	Administration Support	39
	13.12	Non-Nursing Duties	39
	13.13	Orientation	39
XIV		IN-HOUSE REGISTRY	39
	14.1	In-House Registry Agreement	39
XV		DURATION	41
	15.1	Term	41
	15.2	Notice	41
Appendix A		Salary Schedules	43
Appendix B (1)		Side Agreement - ACHN	50
Appendix B (2)		Side Agreement -Substance Abuse	51
Appendix B (3)		Disciplinary Action Policy and Procedure	52
Appendix C		Cook County Health Plan	58

COLLECTIVE BARGAINING AGREEMENT

This Collective Bargaining Agreement, hereinafter referred to as "Agreement", is made by and between the LICENSED PRACTICAL NURSE ASSOCIATION OF ILLINOIS, DIVISION I, 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 the Agreement, the parties intend to provide equal treatment for licensed practical 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 Licensed Practical Nurses and the Association to the end that the best possible nursing care will be provided.

ARTICLE I

Recognition

Section 1.1 Representation:

The County recognizes the Association as the sole and exclusive representative for all Licensed Practical Nurses employed by the County at the **Health System**. Such recognition shall extend to those persons employed as Licensed Practical Nurses, hereafter referred to all LPNs, who are awaiting licensure only during the six (6) month period following completion of their nursing courses, and prior to the date of any letter noting their failure to pass the licensing examination. When an LPN has evidence of filing for state board examinations on the earliest testing date, but is not scheduled by the Department of Professional Regulation to allow for the examination results to be reported during the period specified in the previous sentence, the LPN will be offered a non-licensed practical nurse position, if available and consistent with the County's obligations under other Collective Bargaining Agreements and/or be granted a leave of absence, until the examination results are reported.

Section 1.2 Association Membership:

The County does not object to Association membership by its LPNs, and believes that certain benefits may inure from such membership. For the purpose of this Section, an LPN 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 grant the Association an opportunity during the orientation of new LPNs to present the benefits of Association membership, at which time the Association may give such LPN a copy of this Agreement. LPNs who were formerly dues paying members of the Association and who, subsequently, elected to have deductions for dues terminated, may be approached by an Association representative for purposes of a reorientation concerning the benefits of Association membership.

Section 1.3 Dues Check-off:

With respect to any LPN on whose behalf 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 LPN 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 five (5¢) for making such deductions.

Section 1.4 "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 judgment 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 1.5 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 1.4, 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 1.6 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 2.1 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 2.2 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 2.3 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 periodically through designated representatives at the request of either party and 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 2.4 Paid Negotiation Time:

An agreed-upon number of employees who are on the negotiating team will be released for negotiations, including the hour before and the hour after negotiations, and that to the extent that they were scheduled to work during those hours they shall be paid for up to 12 negotiation sessions. Such paid time shall not be considered for calculation of overtime premiums.

ARTICLE III Hours of Work and Overtime

Section 3.1 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 3.2 Work Periods:

An LPN 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.

Except for LPNs working in the ACHN, the regular work day shall consist of eight and one-half (8½) consecutive hours of work, including a one (1) hour meal period, thirty (30) minutes of which will be paid. 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. The County may also schedule LPNs in particular areas for ten and one half (10 ½) consecutive hours of work (including a one (1) hour meal period thirty (30) minutes of which will be paid) on eight (8) work days in a fourteen (14) day pay period, and not ordinarily scheduling such work for individual LPNs 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 LPNs 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 LPNs for the ten and one-half (10 ½) and eight and one half (8 ½) hour shifts if both are scheduled in the same area. Otherwise, LPNs so affected may exercise their rights under the job posting procedures in Article IV, Section 4.6 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.

The County agrees to a twelve and one half (12 ½) hour shifts (including a one (1) hour paid meal period), thirty minutes of which will be paid) in units where the LPNs and management agree. LPNs working such twelve and one half (12 ½) hour shifts will be scheduled no more than seven (7) work days in a fourteen (14) day pay period, and will not ordinarily be scheduled for more than three (3) consecutive days in one (1) week and four (4) days in the other week.

Notwithstanding any other language in this Agreement, LPNs assigned to work in the ACHN may be scheduled to work shifts of from four (4) to twelve (12) hours, consistent with the clinic's operational needs and ACHN LPN's will have a forty-five (45) minute meal period - thirty (30) minutes of which will be paid. LPNs assigned shifts other than eight (8) hours shall not normally be scheduled to work more than five (5) days in a work week and normally will be scheduled to work at least eighty (80) hours in the pay period. However, when a clinic changes work schedule(s), it will first seek volunteers, and if there are insufficient volunteers, the revised schedule(s) will be rotated by reverse seniority. Full-time LPNs will receive overtime premium for working beyond their scheduled shift.

Notwithstanding any other language contained in this section, LPNs working in Stroger Specialty Diagnostic Units at a time when there only is one shift, shall have a forty-five (45) minute lunch, thirty (30) minutes of which are paid.

Notwithstanding any other language in this Agreement, a LPNs work day does not end until her report is complete.

Section 3.3 Overtime Pay:

An LPN shall be paid one and one-half times (1½) the average of the regular hourly rate (including any shift differential) 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-half (8 ½) hours elapsed time, including a 30 minute paid lunch period, will be counted as eight (8) hours worked. LPNs regularly scheduled to work ten and one-half (10 ½) or twelve and one-half (12 ½) hour shifts shall be paid one and one-half times (1½) her regular hourly rate (including any shift differential) for all hours worked in excess of forty (40) hours in any work week. Once scheduled, regular hours or days of work of an LPN shall not be altered to avoid payment of overtime.

Section 3.4 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 3.5 Overtime in Holiday Week:

The number of hours for which an LPN is paid, but which are not worked on a regular holiday, as defined in this Agreement, shall be considered as hours worked for the purpose of computing overtime.

Section 3.6 Overtime Work:

The County Shall refuse overtime that would result in more than 40-hours of overtime in any pay period, or that would result in more than 624 hours of overtime in a fiscal year, except for situations of operational necessity as determined by the county.

If scheduling overtime is necessary due to operational necessity, LPNs so affected will be consulted by the County. Insofar as possible, the County will assign overtime work to LPNs who desire to work overtime. If additional overtime is necessary reasonable amounts of such overtime may be equitably distributed among other LPNs who normally and customarily perform the work involved, after consideration of any hardship which would be caused to a particular LPN. After offering the overtime to LPNs who normally and customarily perform the work involved, the overtime may be offered to LPNs performing the same or related work. In cases of emergency, the Hospital may assign overtime work to any LPNs immediately available. Emergencies shall be defined as any condition arising within the Hospitals over which the County has no control.

The County shall offer overtime to LPNs before outside registry LPNs are utilized. LPNs desiring overtime assignments may indicate their willingness to work overtime in writing to the nursing department.

Section 3.7 Rest Periods:

LPNs working a shift of eight and one-half (8-1/2) hours will be granted a rest period of fifteen (15) minutes.

Section 3.8 Rotation of Duty/Floating:

- A. Whenever nursing responsibilities are shared between RN's and LPNs in a regular area, division or department in the Hospitals, an LPN will be granted the same consideration as the RN in the scheduling of holidays and weekends. Whatever shifts and/or work arrangements are rotated under these circumstances, the LPN will be granted equality in the matters of preference with the RN with whom the responsibilities are shared. The schedule of days off shall be posted four (4) weeks in advance.

If the absence of a scheduled LPN creates a vacancy on a shift, on-duty LPNs will have the first choice to fill the vacancy. A regularly scheduled LPN will not be floated and her scheduled position filled by an RN unless absolutely necessary. The floated LPN, or her representative, can request proof of such necessity.

- B. The County may require an LPN to float to areas in which the County may reasonably determine that the LPN possesses competence. An LPN who is requested to float will be offered professional orientation which shall include the following:

1. Unit/division/cluster protocols regarding patients to whom the LPN is assigned;
2. Location of equipment, supplies and medications; and
3. Procedures, equipment and charting specific to the assigned patients.
4. LPNs floating between adult and pediatric units will be given a review of medications and treatments for assigned patients.

Each unit/division/cluster is responsible to keep a record of the LPN rotational turns of floating. Floating for all or part of a shift counts as a turn and turns will be rotated among the LPNs on each unit/division/cluster as equitably as practical.

LPNs will be floated from a unit/division/cluster in the following order:

- Commercial Registry, if being utilized
- In-House Registry, if in effect
- LPNs working overtime from another shift or unit/division/cluster
- LPNs working overtime from the same shift or unit/division/cluster
- LPNs assigned to the unit/division/cluster

- C. Temporary shortages in the ACHN clinics will be covered in the following order:

1. Voluntary overtime by ACHN LPNs in the same cluster to be distributed as equitably as is reasonable;

2. Voluntary overtime by ACHN LPNs in other clusters to be distributed as equitably as is reasonable; and
3. Floating ACHN LPNs within the cluster, as follows:
 - a. Volunteers will first be solicited for such reassignments. If no one volunteers, LPNs will be reassigned on a rotating basis starting with the least senior ACHN LPN in the cluster.
 - b. When the need is known in advance, the County will reassign the appropriate LPN as soon as is reasonable and before the beginning of the shift.
 - c. The reassignment will not exceed four (4) weeks, unless the LPN volunteers for an extension.
 - d. Reassignments will be within the cluster where the LPN is permanently assigned, to the extent reasonable.
 - e. An LPN will not be reassigned to more than one site in a regular workday, to the extent reasonable.
 - f. When an LPN must travel from her/his home clinic to another clinic during the course of a work day, the LPN will be reimbursed for the use of her/his personally-owned automobile on the basis of miles driven, in accordance with the Cook County Travel and Transportation Expense Reimbursement Policy, or if they do not have their car, they will be reimbursed for their cab fare to the other clinic upon providing an acceptable receipt.
4. The clusters are designated as follows:

<u>South</u>	<u>South Suburban</u>	<u>West</u>
Segstacke	Oak Forest	Prieto
Near South	Robbins	Logan
Englewood	Wood Winston	Cicero
Woodlawn	Cottage Grove	Austin
		Palatine
		Morton East
		Children's Advocacy Center
		Austin/PATH Clinic
		Fantus*
		Specialty Care*

*Fantus and Specialty Care LPNs will only be required to float within Fantus and Specialty Care and other LPNs in the West cluster will not be required to float to Fantus or Specialty Care.

Section 3.9 Weekend Program:

- A. The County and the Association agree to a weekend program to be followed in the Acute and Sub acute Areas at Oak Forest Hospital. Except for Section B.3. below which applies to all bargaining unit employees, this section will apply only to LPNs assigned to the Acute and Sub acute Areas at Oak Forest. Current weekend practices at all other Oak Forest units and Cook County facilities will remain the same.
- B. Except for LPNs who make written requests for weekend work, LPNs will be regularly scheduled to be off duty for every other weekend, in so far as practicable. Supervisors will use cyclical scheduling patterns so that each nurse is off duty every other weekend and can know in advance which weekends she can expect to be off duty provided:
1. If an LPN 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 LPN. The supervisor must be notified in writing prior to this change.
 2. An LPN is entitled to request four optional weekend days off with her vacation that she otherwise would have been scheduled to work in her cyclical pattern.
 3. LPNs 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 LPN 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.
 4. When the supervisor is preparing the four week schedule and an LPN 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, LPNs who otherwise would have been off duty may be scheduled to work one additional weekend day but no more than four additional days in a fiscal year. The least senior LPN on the ward or unit will be scheduled first and not again until all other LPNs have worked one day.
- C. Whenever an LPN 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 and weekend differential) for all hours worked unless she has requested in writing to work more than every other weekend.

ARTICLE IV
Seniority

Section 4.1 Definitions:

- A. Seniority is defined as:
"Length of service in a particular rank after deducting all absences by reason of each layoff or absence of more than 6 months or any break in service. An authorized leave of absence for military or naval service shall not be deducted."
- B. Otherwise under this Agreement, seniority is the length of continuous employment by the County and its predecessor employers (including pro rata part-time service) in any classification.
- C. For purposes of this Article "displacement" means any reduction or change in the allocation of bargaining unit positions, either temporary or permanent, that requires changes in the assignment of LPNs to particular positions. A displacement may or may not be the result of a lay off.
- D. For purposes of this Article "lay off" means the separation from active employment because of lack of work or funds or abolition of a bargaining unit 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. For purposes of this Article "lateral transfer" means the movement between positions within a classification.

Section 4.2 Probationary Period:

All newly hired LPNs shall be subject to a probationary period of six (6) months. An LPN 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 LPNs seniority shall be computed as of the date of the most recent hire.

Section 4.3 Promotions, Lateral Transfer, Layoff, Displacement, and Recall Preference:

- A. Layoff is according to seniority. Laid off employees are to be recalled in seniority order. LPNs laid off shall be subject to recall as described below in 4.3.E.1. for a period of twelve (12) months after being laid off before hiring new LPNs for such positions.
- B. Otherwise ,in cases of layoff, displacement, recall, and lateral transfer preference shall be given to LPNs as hereafter provided on the basis of:
 - (1) Seniority; and
 - (2) (a) for layoff, displacement and recall ability, fitness to perform the required work, and disciplinary suspensions, for the previous year only.

- (b) for lateral transferability, fitness to perform the required work, and disciplinary record for the previous year only.

When the qualifications in (2) are substantially equal among the LPNs involved, seniority as hereafter provided shall control.

- C. The County will give the Association written notice of a general nature at least thirty (30) days prior to a planned layoff or displacement. The County will give affected LPNs and the Association at least fourteen (14) days written notice of a particularized nature regarding a planned layoff or displacement, including its effective date.

Once particularized notice of a layoff has been given, hiring of LPNs at the County's hospitals and health care facilities will be frozen. LPNs subject to layoff will have the option of taking a vacant position in any County facility covered by this Agreement as set forth below.

- D. When the number of LPNs is reduced in a Division (or ACHN cluster) for less than thirty (30) days, after volunteers have been solicited in seniority order, the LPNs shall be reassigned in order of reverse seniority, in accordance with paragraph B. (2) above.
- E. When the number of LPNs is reduced anywhere except at Cermak (note that displacements at Cermak will be treated separately according to the terms of this Section) for thirty (30) days or more, after volunteers have been solicited in seniority order. LPNs will be laid off or displaced in order of reverse seniority, in accordance with paragraph B.(2) above.

- 1. Laid off LPNs shall elect one of the following options according to seniority:

- a. Take any currently available LPN vacancy at any location for which the LPN meets the minimum qualifications of the job by seniority preference among laid off LPNs; or
- b. Return after a recall to anywhere that a vacancy occurs within twelve (12) months of the date of layoff for which the LPN meets the minimum qualifications of the job by seniority preference among laid off LPNs desiring to return.

- 2. LPNs who have been displaced because their patients have been moved may be directed to go with their patients. Otherwise, displaced LPNs shall elect one of the following options in sequence and according to seniority:

- a. Take any currently available LPN vacancy anywhere for which the LPN meets the minimum qualifications of the job; or
- b. Go on layoff status and have the options listed in 1. above.

Section 4.4 Low Census Days:

Prior to the start of the shift, upon request, an LPN may be granted a low census day if desired staffing requirements are met. LPNs also may sign a sheet indicating that they will volunteer for available low census days.

When the facility determines that staffing exceeds census requirements for a particular day on a shift in a Division (Cermak, CCH, Provident), or level of care (OFH), or cluster (ACHN), and there are insufficient volunteers, on a rotational basis LPNs in reverse seniority will be identified for a possible low census day. Prior to notifying the LPN(s), other Divisions/Areas will be assessed to determine if staffing needs exist. If the LPN(s) identified for a low census day is/are competent in an area with a staffing need, the LPN(s) will be reassigned. If any LPN is scheduled for overtime in an area where the identified LPN is competent, the overtime will be cancelled if necessary to accommodate the identified LPN.

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

Low census days will not be granted during orientation. LPNs may use accumulated vacation time when on a low census day. Benefit accrual will not be affected by low census days unless an LPN is on unpaid status for more than one-half of the 28-day accounting period. An LPN 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). The County will not unfairly assign low census days to LPNs rather than to RN's or PCA's, but will fairly consider operational needs.

Section 4.5 Job Posting:

Non-probationary LPNs with more than six (6) months of seniority will be given preferential consideration, in accordance with Section 4.3, for promotion to a higher paying classification or when a vacancy occurs in an existing job classification or a new or changed classification. Effective six (6) months after approval of this agreement by the Cook County Board of Commissioners, the Employer will no longer post notices on bulletin boards in County departments. All vacant LPN positions that the County fills will be posted on the cookcountygov.com website for fourteen (14) days.

Applications submitted will be acted upon and responded to within fifteen (15) calendar days after the end of the final day of the posting period. The County will first seek to fill jobs with LPNs from within the department or division in which the vacancy exists and in the ACHN from within the same cluster. Failing to so fill the job, the County will fill jobs with LPNs from other departments or divisions. Only LPNs in equal or lower paying classifications will be given such preferential consideration, but LPNs in higher paying classifications will be considered for transfer to lower paying classifications. LPNs promoted or transferred hereunder shall serve a trial period of forty-five (45) calendar days in the new classification, and any such LPN failing during such trial period shall be returned to the classification from which he/she was promoted or transferred. An LPN who has accepted a promotion or transfer may ask to return to the former classification within seven (7) calendar days after commencing work in the new classification. LPNs who have received a promotion under this Section need not be given preferential consideration for promotion

to another classification for one (1) year after such initial promotion.

Section 4.6 Evaluations:

An LPN will be evaluated and counseled about the evaluation by the immediate supervisor on at least an annual basis. An LPN 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 to the LPN upon request. The LPN will have the right to review his/her personnel folder.

Section 4.7 Transfer:

When vacancies exist, LPNs may request transfer from one of the County's health facilities to another. Before hiring new LPNs to fill such vacancies, any requests on file with the facilities

Personnel Office will be granted in seniority order, providing the LPN has the ability and fitness to satisfactorily perform the work at the facility to which transferred. In the event an LPN transfers from one facility to another his/her name shall be removed from one seniority list and added to the other without change in seniority date. All accrued benefits will transfer with the LPN. LPNs who transfer to another facility may return voluntarily to the facility from which they transferred within thirty (30) calendar days after such transfer, but such nurses so transferred who remain thereafter will not be eligible for another transfer for one (1) year. Vacancies not filled under the job posting procedures of Section 4.5 of this Article will be filled from within the division in inverse order of seniority under the provisions of Section 4.3 of this Article; but if such vacancies cannot be so filled, they shall be filled from outside the division under the same procedures. Vacancies may be filled temporarily (normally thirty (30) calendar days or less) without regard to such provisions, but in so doing the County will consider the provisions of Section 4.3 of this Article. Reassignments will be distributed as equitably as possible.

The filling of vacancies temporarily or making of reassignments shall not be used by the County to avoid the job posting provisions of Section 4.5 of this Article.

Section 4.8 Return to Represented Unit:

An LPN who has been promoted or transferred out of a represented classification and who is later transferred back to the unit, shall, upon return to the unit, be granted the seniority the LPN would have had the LPN 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 LPN shall have the right to return to the represented unit.

Section 4.9 Seniority List:

During each January and July, the County will furnish the Association with a list showing the name, number, classification and seniority date of each LPN at each health facility, and also make the list available at the Human Resources office of each affiliate. Within forty-five (45) calendar days after the date of posting, an LPN may challenge any error in his/her relative position on the list, or seniority date as it appears on that list, or they will be considered correct and binding on the LPN

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 4.10 Termination of Seniority:

A LPNs seniority and employment relationship with the County shall terminate upon the occurrence of any of the following:

- (a) resignation or retirement;
- (b) discharge for cause;
- (c) 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 LPN has a reasonable explanation for not furnishing such notification;
- (d) failure to report for work at the termination of a leave of absence or vacation, unless the LPN has reasonable explanation for such failure to report for work;
- (e) absence from work because of lay-off or any other reason for six (6) months in the case of an LPN with less than one (1) year of service when the absence began, or twelve (12) months in the case of all other LPNs, except that this provision shall not apply in the case of an LPN on an approved leave of absence, or absent from work because of illness or injury covered by duty disability or ordinary disability benefits;
- (f) failure to notify the County within nine (9) calendar days of the LPNs 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 LPNs last address on file with the Personnel Office where the LPN works.
- (g) proof of an LPN 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 he/she was employed to do for Cook County unless permission to engage in such employment was granted in advance by the County in writing.

Section 4.11 Discipline:

A. POLICY:

1. Disciplinary action is taken when an employee has committed an infraction of a County rule as specified in Rules Governing Employee Conduct or other behavior deemed unacceptable.
2. Disciplinary action is timely and progressive, and is based upon the commission of the same, similar, or other infraction, except for major cause infractions as defined

elsewhere. All discipline shall be given only for just cause. The level of disciplinary action and/or degree shall be appropriate to the infraction including, if appropriate, a consideration of the following:

- (a) Documentation of the employee's past conduct
 - (b) Whether or not the employee was adequately warned and counseled of the consequences of his conduct
 - (c) Length of service
 - (d) Seriousness and circumstances of the particular offense
 - (e) County practice in similar cases
 - (f) Motives and reason for violating a rule
3. In general, discipline will include the following steps:
- (a) 1st Offense - Verbal reprimand
 - (b) 2nd Offense - Written reprimand
 - (c) 3rd Offense - Suspension
 - (d) 4th Offense - Discharge
4. Disciplinary action for major cause infractions need not be progressive. Major cause is defined as, but not limited to, the following behavior by an employee on duty or on the premises of any County facility:
- (a) Use, possession, or being under the influence of alcohol, controlled substances, or un-prescribed drugs.
 - (b) Fighting
 - (c) Patient, employee or visitor abuse
 - (d) Unauthorized possession of weapons
 - (e) Willful destruction of property
 - (f) Gross insubordination
 - (g) Theft of patient, employee, or County property
 - (h) Negligence in performance of duties

- (l) Misuse of timekeeping facilities or records
 - (j) Absence for three (3) consecutive work days without notifying the immediate supervisor or department head.
 - (k) Conviction or a state or federal felony or plea of nolo contendere, regardless of whether on duty or on the premises of any County facility.
5. Disciplinary action may begin, or advance to, any step specified above dependent upon the nature.
6. Disciplinary action may only be appealed in accordance with the grievance procedure.

B. DISCIPLINARY ACTION FORM: The Disciplinary Action Form is to be completed for all steps of disciplinary action.

1. The Disciplinary Action Form is completed as set forth below:
- (a) The infraction and previous disciplinary action are stated
 - (b) A warning is stated that committing the same, similar, or other infraction will result in further disciplinary action up to and including discharge.
 - (c) The Disciplinary Action Form is given to an employee by his immediate supervisor in a conference discussing the disciplinary action.
 - (d) The form is signed by the immediate supervisor, the division or department head and the employee. If the employee refuses to sign form, the refusal is noted in the space designed for the employee's signature.
2. When the disciplinary action is for discharge, Section (b) of paragraph 1 does not apply.
3. Copies of the Disciplinary Action Form are distributed as follows:
- (a) The employee
 - (b) The Cook County Personnel Department
 - (c) The Hospital Personnel Office, or the respective department for other officers under the President
 - (d) The Association

C. **VERBAL REPRIMAND:** A verbal reprimand is given for an infraction for which there has been counseling, or for the first infraction of a minor nature.

1. A verbal reprimand is documented on a Disciplinary Action Form and given to an employee in a conference.
2. The Disciplinary Action Form is completed and distributed as specified previously.
3. Verbal reprimands shall not be considered in subsequent disciplinary determinations if there are no same or similar incidents within a six (6) month period after the verbal reprimand.

D. **WRITTEN REPRIMAND:** A written reprimand may be given when there has been previous disciplinary action, or for the first infraction of a more serious nature.

1. A written reprimand is documented on a Disciplinary Action Form and given to the employee.
2. The Disciplinary Action Form is completed and distributed as specified previously.
3. Written reprimands shall not be considered in subsequent disciplinary determinations if there are no same or similar incidents within a twelve (12) month period after the written reprimand.

E. **SUSPENSION FOR THIRTY (30) CALENDAR DAYS OR LESS:**

Suspension for thirty (30) calendar days or less may be given when there has been previous disciplinary action or for the first infraction of more serious nature.

1. A suspension for thirty (30) calendar days or less is documented on a Disciplinary Action Form and given to an employee in conference after approval of division or department head.
2. The Disciplinary Action Form is completed and distributed as specified previously.

F. **SUSPENSION FOR MORE THAN THIRTY (30) DAYS OR DISCHARGE:**

The immediate supervisor or Division or Department Head has the authority to recommend the suspension for more than thirty (30) days or discharge of an employee, subject to review and approval by the Hospital Director/designee.

1. After reviewing all relevant documentation such as previous Disciplinary Actions, performance evaluations, incident reports, police reports, etc., the Department Head holds a conference with the employee, Division Head and any other persons deemed necessary. Either during the conference or no later than fourteen (14) calendar days following the conference, the Hospital Director/designee and approves and directs one of the following:
 - (a) That the employee is to be suspended for more than (30) days or discharged.

- (b) That the employee is not given Disciplinary Action than recommended and directs implementation.
 - (c) That the employee is not given Disciplinary Action and directs that all record of the recommendation to suspend or discharge, whichever is applicable, be removed from the employee's personnel file.
2. Suspension shall not be considered in subsequent disciplinary determinations if there are no same or similar incidents within a five (5) year period after the suspension. Management will make a decision with regard to suspension within fourteen (14) calendar days of the pre-disciplinary hearing, unless extended by mutual agreement of the parties.

G. TEMPORARY SUSPENSION: A temporary suspension may be given prior to any step of Disciplinary Action when the presence of the employee is dangerous or will result in the disruption of operations or when major cause is alleged and time is needed to conduct an investigation. In no case shall a temporary suspension exceed fourteen (14) days. If the investigation results in Disciplinary Action of less than a fourteen (14) day suspension, the employee shall be paid for any time off work due to the temporary suspension in excess of the final Disciplinary Action.

H. REPRESENTATION: LPNs who are to be or may be disciplined are entitled to association representation exclusively in any disciplinary proceeding. A member of a facility's labor relations office will be present at all disciplinary meetings if the LPN or LPNAI so requests. The appropriate supervisor or administrator will notify the Association prior to the suspension of an LPN and provide the Association with a copy of the charges no later than the third weekday prior to a pre-disciplinary meeting.

Section 4.12 Accrued Benefits at Separation:

Upon termination of employment, the LPN shall be paid all vacation and holiday pay accrued through the last day worked.

**ARTICLE V
Rates of Pay**

Section 5.1 Salaries:

The job classifications, grade levels and monthly-hourly salaries during the term of this Agreement shall be set forth in Appendix A. Subsequent increases provided for in Appendix A will be made as of the beginning of the first pay period commencing after the specified date and/or completion of the required period of employment. All LPNs hired after the date of this Agreement shall be placed in the classification of LPN II.

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

Effective the first full pay period on or after 01/1/2011	2.25%
Effective the first full pay period on or after 06/01/2012	3.75%

Effective the first full pay period on or after December 1, 2007, all LPNs at Step 12 of the salary schedule with 15 years of service shall move to Step 13 (an increase of 1% above Step 12).

Employees on the active payroll as of Union ratification and County approval of this Agreement shall receive a gross, one-time bonus of \$500.

Section 5.2 Step Placement:

Each LPN 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 LPNs employed as of their individual anniversary dates on or after July 1, 1980 shall be advanced one (1) step in grade as of the first pay period commencing after such anniversary dates. In hiring, credit shall be given on a uniform basis for prior experience in the position for which hired, with placement up to and including the eighth step of the salary schedule.

Effective December 1, 2006, LPNs shall be rehired at the step on which they were placed when they left County employment, up to a maximum of Step 8. Incumbents currently on Step 6 or Step 7 who were hired with more than six years of experience shall be placed on the step they would be as if this language had been in effect when they were hired.

Section 5.3 New or Changed Classifications:

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. In any event the County agrees to review the present job descriptions for such classifications and consult with the Association and LPNs therein. The County may put the new or changed job classifications or duties into effect and negotiate 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.

A committee will be created at each facility comprised of an equal number of LPNs and management representatives to revise the LPN position description.

Section 5.4 Classification and Grade Changes:

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

- A. Promotions: An LPN 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 LPN is promoted.
2. The new salary is not below the first step established for the grade to which the LPN is promoted.

If the new classification represents a promotion from a classification outside the represented unit to a classification within the represented unit, the LPN shall be placed in the lowest step in the progression schedule for the new classification which will provide the LPN 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 LPN 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 LPN's anniversary date.

If the salary rate received immediately prior to reclassification is less than the last step rate of the lower classification, the LPN shall be entitled to further step advancement.

2. An LPN whose job is reclassified to a higher classification shall be placed in the first step of the higher grade which provides an increase one step above the salary received at the time of the reclassification. Such action will change the LPN's anniversary date.

In all cases of reclassification, the LPN 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 LPN 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 LPN 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 LPN would be entitled had the LPN remained in the salary grade from which the LPN was promoted.

D. Transfers:

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

Section 5.5 Shift Differential:

- A. All LPNs will be paid a premium of \$1.50 per hour for all time worked between 3 p.m. and 11 p.m. and \$1.75 per hour for all time worked between 11 p.m. and 7 a.m.

In addition, all LPNs will be paid a premium of \$1.50 per hour for weekend work.

- B. Shift differentials will be paid to LPNs working full or partial evening or night shifts except when working less than one (1) hour before or after working a full or partial day shift.

A weekend is defined as beginning at 12:01 a.m. Saturday through the end of the third shift on Sunday.

Section 5.6 Specialty Differentials:

Effective December 1, 2006, LPNs performing special assignments will be paid a specialty differential of \$4.00 per shift for the following units:

1. Stroger Hospital: Labor and delivery, obstetric triage, all intensive care units (including burn unit and pediatrics), Adult Emergency Services, bronchoscopy, endoscopy, dialysis and transporting patients to and from Oak Forest Hospital.
2. Provident Hospital: Intensive care unit, coronary care unit, operating room, bronchoscopy, endoscopy, and Emergency Department.
3. Oak Forest Hospital: Coronary care unit and operating room.
4. Cermak: Endoscopy

Section 5.7 Corrections Differential:

Effective December 1, 2006, LPNs working at Cermak and JTDC will be paid a corrections differential of \$3.00 per shift.

Section 5.8 Team Leader Differential:

Effective December 1, 2006, LPNs at the Oak Forest Hospital Intermediate Care Facility and Cermak will receive a team leader differential of \$5.00 per shift for those shifts in which they are performing work as a team leader.

Section 5.9 On-Call Pay:

LPNs assigned to an on-call status shall be paid forty dollars (\$40.00) for each such week plus time and one-half for all hours worked when so called to the facility.

Section 5.10 Part-Time Nurses:

All part-time LPNs shall be advanced one (1) step in grade as of the first pay period commencing after completion of the equivalency of one (1) year's full-time service since their last advancement of a step or placement therein. Newly hired LPNs may be placed in the appropriate grade up to the fourth 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 LPNs who hereafter become part-time LPNs, or part-time LPNs who hereafter become full-time LPNs, 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 LPNs shall accrue a day of vacation for each twelve (12) days paid, and shall accrue a day of sick leave for each twenty-two (22) days paid. Part-time LPNs otherwise shall receive pro rata benefits for insurance, shift differential, jury service, bereavement leave, holidays, and education and training benefits. All other provisions of this Agreement shall be equally applicable to part-time LPNs on a pro rata basis. Any understandings between the County and part-time LPNs as to particular days of the week they are to work will be put in writing and a copy given to the LPN at the time of hire or as subsequently agreed upon. If a part-time LPN's days of work thereafter are changed by the County, the LPN may accept a lay-off under the provisions of this Agreement and await an offer of the days of work to which he/she had previously agreed. LPNs 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; and part-time LPNs who want to work more than their present scheduled number of days per pay period will be accommodated when work is available and can be fitted into the schedule. Benefits accrued prior to any such changes in status will be retained and used as specified in this Agreement.

The County will endeavor to provide part-time positions at all County facilities.

**ARTICLE VI
Holidays**

Section 6.1 Regular Holidays:

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

- | | |
|--------------------|-------------------------------|
| New Year's Day | Martin Luther King's Birthday |
| Lincoln's Birthday | Washington's Birthday |
| Fourth of July | Memorial Day |
| Columbus Day | Labor Day |
| Thanksgiving Day | Veteran's Day |
| Floating Holiday* | Christmas Day |

*On December 1, LPNs will be credited with one floating holiday each fiscal year (December 1 to November 30) which must be taken in that fiscal year, that an LPN may schedule in advance, pursuant to operational needs.

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

Section 6.2 Eligibility:

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

- (a) The LPN 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 LPN 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.

Section 6.3 Working Holidays:

LPNs may have to work on holidays, but no LPN should have to work more than three (3) of the six(6) major holidays (New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day) in any year of this Agreement. LPNs who work on a holiday shall receive one and one-half times their regular hourly rate for the hours actually worked plus holiday pay at eight (8) hours pay, including shift premium, if applicable.

For each major holiday worked an LPN 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 LPN will receive an additional eight (8) hours straight-time pay at the rate received for working the holiday. An LPN who works on a certain major holiday or who takes a previously earned compensating day on a certain major holiday may schedule the compensating day for that holiday or another holiday falling within the next forty-five (45) calendar days. LPNs eligible for such compensating day off shall be paid eight (8) hours pay including applicable shift differential at their hourly rate. If a major holiday falls within a LPNs vacation, the LPN also will be allowed a compensating day off.

Section 6.4 Holidays in Vacations:

If a holiday falls within a LPNs vacation, the LPN, if otherwise eligible, will be granted an additional day of vacation.

Section 6.5 Failure to Report:

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

**ARTICLE VII
Vacation Leave**

Section 7.1 Accrual:

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

<u>Title</u>	<u>Service</u>	<u>Annual Vacation</u>	<u>Years of Rate of Accrual</u>
LPNs I & II	1	3 Weeks	1-2/13 days per 28 day period
	2	4 Weeks	1-7/13 days per 28 day period
	5	5 Weeks	1-12/13 days per 28 day period

Section 7.2 Eligibility:

LPNs may use only such vacation leave as has been earned and accrued provided, however, that five (5) working days of the initial annual vacation leave may be taken after the first six (6) months of service. After the first year, vacation may be taken as earned in full days or, where practicable, in half days.

LPNs may accumulate a maximum of twice the amount to which they are entitled per year. However, should an LPN 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 7.5 of this Article.

Section 7.3 Vacation Pay:

Vacation pay shall be at the rate of pay of the LPN at the time vacation is taken, which shall include shift differential if the LPN 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. LPNs assigned to evening and night shifts for a portion of their regular work week shall receive prorated shift differential in their vacation pay.

The number of hours for which an LPN is paid for earned, approved vacation, but which are not worked, shall be considered as hours worked for the purpose of computing overtime.

Section 7.4 Vacation Preference:

Insofar as practicable, vacations will be granted to meet the requests of LPNs, and seniority in classification will control in conflicts between LPNs covered by this Agreement at the time of scheduling vacation periods as specified in Section 7.5 of this Article; except that a more senior LPN may not exercise seniority preference for the same vacation choice more than one year in a row unless there is no conflict.

Section 7.5 Vacation Scheduling:

On February 1 and August 1 of each year, each facility will post a schedule on each unit or area showing the number of LPNs 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, LPNs will indicate their first, second and third choices. The facility will schedule vacations based on Section 7.4 of this Article and notify LPNs in writing of their approved vacation time no later than ten (10) calendar days prior to April 1 and October 1 respectively. Vacations will be scheduled during LPNs regularly scheduled work days. LPNs normally will not be permitted to take scheduled weekend days as vacation days unless they take the entire work week as vacation. Where possible, the facility will attempt to schedule more than one LPN at a time. When two (2) weeks' notice is given, vacation periods may be exchanged or changed by LPNs when time is available on the posted schedule.

Emergency requests will be granted whenever possible. Other written requests will be approved or denied in writing on a first come basis consistent with numbers of LPNs who will be permitted to be on vacation at one time; approval or denial will be submitted within fifteen (15) days after the request is made. LPNs that begin work on a unit or area after March 1 or September 1 will have no seniority preference for that scheduling period, except for displaced LPNs who already have approved vacation.

Section 7.6 Failure to Report Before or After a Vacation:

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 8.1 Hospitalization Insurance; Employee Contributions:

- 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.

The County will negotiate with the Association before implementing any change in employee benefits.

- B. Until June 1, 2008, 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 towards premiums. Until June 1, 2008, employees who have elected to enroll in the County's HMO health benefits plan shall contribute an amount equal to one-half percent (.5%) of their base salary as a contribution towards premiums with a maximum contribution of eight dollars (\$8.00) per pay period. Effective June 1, 2008, the employee contributions shall be the following percentages of their base salary:

HMO

- 0.50% for employee coverage
- 0.75% for employee and children coverage
- 1.00% for employee and spouse coverage
- 1.25% for family coverage

PPO

- 1.50% for employee coverage
- 1.75% for employee and children coverage
- 2.00% for employee and spouse coverage
- 2.25% for family coverage

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 Licensed Practical Nurse Association of Illinois, Division 1. All employee contributions for Health Insurance shall be made on a pre-tax basis.

- C. Until December 1, 2007, the PPO prescription drug co-pay will be \$5.00 generic/\$10.00 brand name per prescription (\$5.00 if no generic is available). Effective December 1, 2007, the PPO prescription drug co-pay will be \$7.00 for generic, \$15.00 for formulary, \$25.00 for non-formulary, and the mail order co-pay for a 90 day supply shall be double these amounts.
- D. Until December 1, 2007, the HMO prescription drug co-pay will be \$5.00 generic/\$10.00 brand name (\$5.00 if no generic is available) per prescription, including mail order prescriptions up to a 90-day supply. Effective December 1, 2007, the HMO prescription drug co-pay will be \$7.00 for generic, \$15.00 for formulary, \$25.00 for non-formulary, and the mail order co-pay for a 90 day supply shall be double these amounts.

Section 8.2 Sick Leave:

LPNs shall accumulate credit for sick leave at the rate of one (1) day a month for each month of service during which the LPN 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 LPNs accumulated sick leave credits, an LPN 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 9.1 of Article IX of this Agreement, shall be entitled to receive sick pay for each day the LPN otherwise would have worked.

Where possible, the health facility will reassign LPNs 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 LPNs are not assigned to another area by the health facility. Sick leave is not to be used by LPNs as vacations or to take time off with pay. Male and female LPNs will be allowed to use sick leave for paternity and maternity leave.

Section 8.3 Disability Benefits:

LPNs incurring any occupational illness or injury will be covered by Worker's Compensation insurance benefits. LPNs 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 LPNs who are participants in the County Employee Pension Plan. Duty disability benefits are paid to the LPN by the Retirement Board when the LPN is disabled while performing work duties. Benefits amount to seventy-five percent (75%) of the LPNs salary at the time of injury, and begin the day after the date the salary stops; such benefits to be reduced by any Workers' Compensation paid by the County. Ordinary disability occurs when a person becomes disabled due to any cause, other than injury on the job. An eligible LPN 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, provided they are in no-pay status at that date. If an employee receives accrued salary beyond the 31st day then disability payment will not begin until the first day the employee is in no-pay status after the thirty (30) have expired. 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 LPN and the County otherwise agree. The LPN will not be required to use sick time and/or vacation time for any day of duty disability. Disability benefits paid by the Annuity and Benefit Fund are subject to statutory limits.

Information about disability benefits may be obtained from the Department of Human Resources.

Section 8.4 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 8.5 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 LPNs with annual statements of their interests therein.

Section 8.6 Health Services:

The County will continue to provide health services to its employees consistent with its current practice.

Section 8.7 Dental Plan:

All employees shall be eligible to participate, at no cost to them, in the dental plan that is 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 8.8 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 8.9 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 8.10 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 8.11 Insurance Opt-Out:

The insurance opt-out will be paid in one lump sum of \$800 at the beginning of the fiscal year 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 he/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. The insurance opt-out payment does not apply to County employees who are married to other County employees or who are registered domestic partners with other County employees and who maintain coverage on their spouse's or registered domestic partner's County insurance.

ARTICLE IX Additional Benefits

Section 9.1 Bereavement Pay:

In the event of death in the immediate family or household of an LPN, he/she will be granted time off without loss of pay on any of the days which the LPN 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 LPN who has not completed the probationary period shall not be entitled to any such pay until the LPN has completed such period of employment. 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 that nurse. If a LPN'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 9.2 Jury Make-Up Pay:

In the event an LPN is summoned for jury duty, which includes required reporting for jury when summoned, whether or not the LPN is used as a juror, the County shall pay the LPN 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

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

ARTICLE X Leaves of Absence

Section 10.1 Regular Leave:

An LPN 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 LPN 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 LPN 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.

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 10.2 Sick Leave:

LPNs absent or expecting to be absent from work due to their illness for any period of intended absence beyond the LPNs 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 10.1 of this Article, and shall not be denied for periods of bona fide disability.

LPNs 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 10.3 Seniority on Leave:

An LPN 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 LPN returning from a leave of absence under Sections 10.1 or 10.2 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, level of care or ACHN cluster in which the LPN worked prior to commencing such leave, he/she shall be returned thereto. An LPN returning from an educational leave under Section 10.9 of this Article shall be returned to the classification and job in accordance with the terms of such leave.

Section 10.4 Family and Medical Leave:

An eligible LPN may take approved unpaid family and medical leave of up to twelve (12) weeks per rolling twelve (12) month period as set forth below:

1. An eligible LPN is one who has been employed by the County for the past 12 months and who has worked at least 1250 hours during the twelve month period preceding leave commencement.
2. The circumstances under which an approved leave may be taken are as follows:
 - a. upon the birth of the LPNs child;
 - b. upon the placement of a child with the LPN for adoption or foster care;

- c. when the LPN is needed to care for a child, spouse, parent, or parent-in-law who has a serious health condition; or
- d. when the LPN is unable to perform the functions of his/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 physician.

- 3. If an LPN has accrued paid sick leave which applies to the reason for the desired leave, or takes paternity or maternity leave, such leave must be exhausted before the County will grant leave under this provision. Any such use of that 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.
- 4. When the need for leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the LPN 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, or if the need for the leave is not foreseeable, as soon as practicable.
- 5. The County will require medical certification to support a claim for leave for the LPNs own serious health condition or to care for a seriously ill child, spouse, or parent. For the LPNs own medical leave, such certification must include a statement that the LPN 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 LPN is needed to provide care. In its discretion and at its expense, the County may require a second medical opinion and periodic re-certifications regarding a LPNs own serious health condition. 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 LPN.
- 6. 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 LPN to transfer temporarily to an alternative position at the same rate of pay; however, the LPN shall retain the same title during such period.
- 7. Any LPN 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 preceding month his/her applicable contribution to the cost of that insurance. If the LPN 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 LPN elects not to return to work upon completion of an unpaid leave, the County may recover from the LPN the cost of such payments made by the County, unless the LPNs failure to return is for reasons beyond his/her control.

Section 10.5 Retention of Benefits:

An LPN 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 LPN 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 LPNs return to work, subject to such waiting period and other rules and regulations as may be applicable to the insurance plan.

Section 10.6 Professional Conventions, Meetings or Workshops:

Whenever the County elects to send LPNs as representatives of the Association or the County to professional meetings, workshops or conventions, special time off without loss of pay will be granted, and the County will pay the LPNs expenses in accordance with its rules and regulations governing such expenses for all employees. Subject to approval of County, LPNs 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 LPN 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 LPNs 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 LPNs make such requests than the County is willing to approve, LPNs will be selected to attend such meetings, conventions and workshops on the basis of 1) the interest of the LPN and potential value to the County, 2) the functional role of the LPN 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) LPNs have used a disproportionate share of funds budgeted for this purpose, 3) it is impracticable to arrange for the LPN to be absent from his/her regular assignment, or 4) the nature of the program only merits a limited attendance.

Each LPN 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.

It is understood that LPNs who are approved to attend the annual national convention and/or the annual State convention will be given convention time for the length of the convention, normally five (5) days.

Section 10.7 Military Leave:

An eligible employee who requires leave from employment for purposes of military service shall be entitled to compensation, benefits, restoration rights, and other guarantees provided by applicable federal or state statute or Cook County Ordinance or Resolution.

Section 10.8 Association Leave:

One LPN in each affiliate shall be granted an unpaid leave of absence for up to one year if he or she is elected or appointed to a full-time position within the Association. Upon application within such year, such leave may be extended by mutual agreement of the Association and the County, or the LPN shall be returned to work in accordance with Section 10.3 of this Article.

Section 10.9 Educational Accommodation:

Depending upon the needs of the Hospital and the individual circumstances, the Hospital will accommodate an LPN who is presently attending school, working on nursing degree or health care related academic degree. Such accommodations will be subject to re-evaluation at the completion of each course or courses. LPNs with 3 years of service may be granted an unpaid leave not to exceed one year to complete a nursing degree or a health care related academic degree. Such leave must be approved by the department head with the written approval of the Comptroller of Cook County as specified in Section 10.1 of this Article. Such leave will be granted where staffing and operational needs allow. Employees who drop out prior to the expiration of the leave shall be required to notify the County of this fact, at which time the County, in its discretion, shall have the right to terminate the educational leave.

**ARTICLE XI
Grievance Procedure**

Section 11.1 Policy:

The provisions of this Article supplement and modify the provisions of the County's Grievance Procedure applicable to all employees.

Section 11.2 Definition:

A grievance is a difference between the LPN or the Association and the County with respect to the interpretation or application of, or compliance with, the agreed upon provisions of this Agreement and does not include insurance disputes between employees or their dependents and the claims processor, which disputes are covered by a separate appeals process. The grievance must be in writing and must contain a complete statement of the facts and the provision(s) of the contract alleged to be violated, and the remedy requested.

Section 11.3 Representation:

Only the aggrieved employee(s) and/or representatives of the Association may present grievances. LPNs may take up grievances through steps one to three either on their own and individually or with representation by the Association. If an LPN takes up a grievance without Association representation, any resolution of the grievance shall be consistent with this Collective Bargaining 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 LPNs or to its own interests or rights with the County may be initiated at step three by an Association representative.

Section 11.4 Grievance Procedure Steps:

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

<u>Step</u>	<u>Submission Time Limit This Step</u> (calendar days)	<u>To Whom Submitted</u>	<u>Time Limits Meeting</u>	<u>Response</u>
1	30 days	Immediate Supervisor	10 days	10 days
2	7 days	Hospital Director/ Designee	10 days	10 days
3	10 days	Chief, Bureau of Human Resources/Hearing Officer	30 days	30 days
4	30 days	Impartial Third Party	When scheduled	30 days

When a grievance is advanced to Step 3, a copy of the grievance shall be sent to the affiliate's Director of Human Resources.

Section 11.5 Time Limits:

Initial time limit for presenting a grievance shall be thirty (30) days. The County will schedule grievance meetings or respond to a grievance within the time limits of the Agreement. Time limits may be extended by mutual agreement in writing between the employee and/or the Association and the County.

Section 11.6 Association and County Representatives; 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 LPN normal working hours, those LPNs 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 10.5 of Article XIII. LPNs 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 LPNs 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-time be subject to general Hospital and medical office rules applicable to non-employees.

Section 11.7 Impartial Arbitration:

If the Association is not satisfied with the Step 3 answer, it 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 County and Association may request the Local Labor Relations Board or the Federal Mediation and Conciliation Service to provide a panel of arbitrators. Each of the two parties will confer within seven (7) 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.

ARTICLE XII
Continuity of Operation

Section 12.1 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 LPN 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 12.2 Association Responsibility:

Should any activity prescribed in Section 12.1 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 LPNs stating that it disapproves of such action instructing all LPNs 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 12.3 Discharge of Violators:

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

Section 12.4 No Lock-Out:

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

Section 12.5 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 13.1 No Discrimination:

No employee shall be discriminated against on the basis of race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, political affiliation and/or beliefs, or activity or non-activity on behalf of the Association. The County and the Association acknowledge that the County of Cook has adopted and implemented a human rights ordinance which will be complied with.

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, religion, national origin, political belief, sex, age, disability, or marital status.

Furthermore, personnel procedures and practices with regard to training, promotion, transfer, compensation, demotion, displacement, layoff, recall, 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 13.2 Patient Care:

The County recognizes that, in the interest of the general public and more particularly the patients admitted to the health facilities for care, minimum standards must be established and 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. In recognition of the goal shared by the County and the Association to improve the care of patients, and the desire of the LPN to contribute toward that goal through consultation and constructive suggestions, a Nursing Care Review Committee with five (5) Association representatives of the LPNs covered by this Agreement will meet at a regular time each month with the Directors of Nursing from each health facility and/or their qualified designees. From time to time the County may combine meetings of the Committee with similar meetings of other employees. When this Committee presents proof of the existence of conditions so bad as to be a threat to the health of patients, the County will arrange a meeting as quickly as possible with the facility's administration in order to obtain corrective action. If corrective action is not undertaken within thirty (30) calendar days a request may be submitted for an emergency investigation by the County. The Nursing Care Review Committee will have as its purpose the improvement of patient care and the implementation of professional standards accepted by the professional (including peer review) and will emphasize the common interests shared by LPNs at both staff and administrative levels in nursing. Subjects for discussion will be submitted in advance. A sincere effort will be made to resolve problems relating to nursing service. On request of the Committee, a consultant from the Illinois Practical Nurses Association may participate to assist the Committee on professional matters. The Committee will make other rules for its own proceedings, including provision for emergency meetings. It also is understood and affirmed that professional LPNs have responsibilities to patients that may transcend some aspects of the usual employment relationship. LPNs will not be expected to ignore these responsibilities or the code of ethics of their profession. At John H. Stroger, Jr. Hospital, the Association may appoint a member of the Staffing Committee; and at Oak Forest Hospital, Provident Hospital, ACHN, CCDPH and Cermak Health Services the Association's representatives on the Nursing Care Review Committee will be permitted to participate in the staffing discussions.

Section 13.3 Doctor's Statement:

An LPN 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.

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 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 LPN is physically fit for return to work.

It is the intent of the parties that this Section, Doctor's Statement, will be applied in a uniform manner. To that end, the County will endeavor to educate supervisors in the uniform application of this provision.

Section 13.4 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 LPNs 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. Volunteers will not practice licensed practical nursing as limited by law to licensed practical nurses.

Section 13.5 County Health Facilities:

The County will provide the Association with mail boxes at all its facilities, including the current one in the nursing residence at John H. Stroger, Jr. Hospital. The County also will make bulletin boards available for the use of the Association at all its facilities, including at John H. Stroger, Jr. Hospital the currently used bulletin boards in the patient areas of the departments or divisions, and at all time and attendance swiping machines used by nursing personnel, at Oak Forest Hospital the bulletin boards outside the nursing office and places utilized for posting employee job opportunities, at Cermak Health Services the bulletin boards by the emergency rooms and at Provident Hospital the bulletin boards adjacent to the elevators on Floors 3, 5, 6, 8 and in the Emergency Department and Human Resources Department. 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 LPNs of notices or other kinds of literature on the County's property other than herein provided.

No distributions by LPNs 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 13.6 Partial Invalidity:

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 13.7 Tuition Reimbursement:

The County will reimburse LPNs 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 LPN in advance, the facility will promptly approve courses leading to a nursing or nursing-related degree, a health care related degree or certification that relates to the LPNs work for the County.

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.

Section 13.8 Parking and Protection:

The County will endeavor to provide adequate parking and security services for the protection of LPNs and their property. In so doing, the County will permit LPNs who work during the evening and night shift, at John H. Stroger, Hospital to use the Stroger Garage to the extent that space is available given the total number of employees and spaces. A security officer will be on duty at the end of the evening shift and the beginning of the night shift at John H. Stroger, Jr. Hospital, Provident, JTDC and Cermak. The Association will be given notification at least two (2) months in advance of the County's intent to close any lot. All Cook County LPNs will be provided with security escorts to their cars upon request during hours of darkness at John H. Stroger, Jr., Hospital and Provident. At John H. Stroger, Jr. Hospital, the County will make available payroll deduction for parking fees. Cook County will endeavor to provide a shuttle service, to and from the parking lots at the Cook County Jail, for LPNs who work at Cermak Health Services.

When LPNs have problems or complaints about assignment of parking space, the Association may take up the matter with the Parking Coordinator. The County recognizes that parking and employee security are serious issues and present difficult problems. The County and Association agree to establish a committee for each health facility to discuss and study specific problems in these areas. The committee shall consist of two employees from the represented unit and two management representatives. The committee shall convene quarterly at the request of the Association or more frequently if mutually agreed upon. The County recognizes that parking is a problem at the Hospital.

The County will examine the situation and attempt to remedy the problem. At all County health facilities a committee of two LPNs and two management representatives will be established to discuss and study specific problems.

Section 13.9 Residence Rooms and Lounges:

LPNs 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 LPNs to use available lounge facilities or endeavor to provide other lounge areas for its LPNs.

Section 13.10 Supplies:

LPNs 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, who will see to correcting the problem or promptly notify the Director of Nursing.

Section 13.11 Administration Support:

LPNs who encounter difficulties with the County's personnel in carrying out County policies will be furnished upon request a copy of any available written statement of the policy in question. The County will give all reasonable support to any such LPN in carrying out the County's policies, and will evidence to the LPN that such support has been provided.

Section 13.12 Non-Nursing Duties:

It is the County's policy and intention to assign LPNs to professional nursing duties and not to routine cleaning and clerical duties that can more appropriately be performed by other employees. Examples include routinely performing the following duties: cleaning of doctors' rooms and lounges, laboratories, conference rooms, sinks, utility rooms, terminal units, toilets, bathrooms or storage areas and moving beds.

Section 13.13 Orientation:

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

13.14 Posting Collective Bargaining Agreements

Cook County will make an executed version of the collective bargaining agreement available on the cookcountygov.com website in printable format.

13.15 Residency Requirement

Beginning with the date this agreement is approved by the County Board, every employee newly hired into the bargaining unit must be a resident of Cook County when hired, or must establish residence within Cook County not more than six (6) months after being hired, and thereafter must continuously remain a resident of Cook County for as long as he/she remains an employee. Employees hired prior to the implementation date shall not be subject to any residency requirements.

**ARTICLE XIV
In-House Registry**

Section 14.1 In-House Registry Agreement:

1. The County may implement an "In-House Registry." The purpose is to improve staffing, especially on late shifts and weekends, for the mutual benefits of patients, nursing staff, and the facilities. It will be implemented in such a way as to permit regular staff to work a more desirable schedule.

2. "In-House Registry" LPNs shall be classified as LPN II's and shall be part of the unit of employees represented by the Association.
3. "In-House Registry" LPNs will be paid according to the following schedule:

<u>Hourly Rate</u>	<u>\$ _____ /hr.</u>
Shift Differential	As stated in Article V, Section 5.5
Weekend Differential	As stated in Article V, Section 5.5
Special Assignment	As stated in Article V, Section 5.6, 5.7, 5.8

An LPN shall be paid one and one-half (1-1/2) times the regular hourly rate (including any shift differential) for all hours worked in excess of forty (40) in a week.

An LPN shall be paid time and one quarter (1-1/4) of the above rate of pay for all hours worked on a holiday as defined in Article VI, Section 6.1.

LPNs will be scheduled for two consecutive weekend days in a month and will work 4 holidays per year, with 2 being major holidays.

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

4. "In-House Registry" LPNs will work a minimum of two shifts in two pay periods, except in the case of urgent need. "In-House Registry" LPNs 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.
5. 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.
6. The following provisions of this Agreement shall not apply to "In-House Registry" employees:

Article III, Section 3.3 and 3.8
 Article IV, Section 4.13
 Article V, Section 5.1, 5.2, 5.3, 5.4, and 5.7
 Article VI (all)

Article VII (all)
Article VIII, Sections 8.1, 8.2, 8.4, 8.5, 8.7, 8.8, 8.9, 8.10 and 8.11
Article IX (all)
Article X (all)
Article XIII, Section 13.3 and 13.7

7. Full-time and part-time LPNs may work in this category only when they are on approved personal, educational or Association leave of absence.
8. The Association will designate an individual to represent it on matters concerning the Registry, including working out further details of scheduling and procedures.
9. Full-time and part-time LPNs will have first option to apply for the "In-House Registry".
10. The County is committed to using outside registry nurses "only in very unusual circumstance," 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 15.1 Term:

This Agreement shall become effective upon Union ratification and County Board Approval, and shall remain in effect through November 30, 2012. 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 15.2 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 537, 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 Ms. Nora Mitchell, 1st Vice President, Licensed Practical Nurse Association of Illinois; Division 1 at 8741 S. Greenwood Ave., Suite 207, Chicago, IL 60619 with copies to the Unit Presidents at each Hospital. Either party may, by like written notice, change the address to which notice to it shall be given.

Signed and entered into this 17th day of July 2013.

COUNTY OF COOK:

By: Joni Preckwinkle

TONI PRECKWINKLE, President
Cook County Board of Commissioners

Attest:

David Orr

DAVID D. ORR,
Cook County Clerk

UNION: Licensed Practical Nurse Association of Illinois - Division I

By:

Nora Mitchell
Ms. Nora Mitchell, President

**APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS**

JUL 17 2013

COM _____

<u>GD</u>	<u>Min</u>	<u>2nd</u>	<u>3rd</u>	<u>4th</u>	<u>5th</u>	<u>6th</u>	<u>7th</u>	<u>8th</u>	<u>9th</u>	<u>10th</u>	<u>11th</u>	<u>12th</u>	<u>Step</u>	<u>Step</u>	<u>13***</u>
	<u>Step</u>														
PN1	Hourly	16,418	16,779	17,133	17,636	18,196	19,235	20,002	20,593	21,204	21,835	23,507	23,742		
	Bi-weekly	1,313.44	1,342.32	1,370.64	1,410.88	1,455.68	1,538.80	1,600.16	1,647.44	1,696.32	1,746.80	1,880.56	1,899.36		
	Annual	34,149	34,900	35,636	36,682	37,847	40,008	41,604	42,833	44,104	45,416	48,894	49,383		
PN2	Hourly	17,383	17,953	18,432	19,003	19,541	20,635	21,450	22,095	22,757	23,440	25,235	25,488		
	Bi-weekly	1,390.64	1,436.24	1,474.56	1,520.24	1,563.28	1,650.80	1,716.00	1,767.60	1,820.56	1,875.20	2,018.80	2,039.04		
	Annual	36,156	37,342	38,338	39,526	40,645	42,920	44,616	45,957	47,334	48,755	52,488	53,015.04		
PN3	Hourly	18,242	18,840	19,348	19,947	20,517	21,659	22,518	23,192	23,887	24,605	26,486	26,751		
	Bi-weekly	1,459.36	1,507.20	1,547.84	1,595.76	1,641.36	1,732.72	1,801.44	1,855.36	1,910.96	1,968.40	2,118.88	2,140.08		
	Annual	37,943	39,187	40,243	41,489	42,675	45,050	46,837	48,239	49,684	51,178	55,090	55,642.08		

Effective the first full pay period on or after December 1, 2007, all LPNs at Step 12 of the salary schedule with 15 years of service shall move to Step 13 (an increase of 1% above Step 12).

Effective January 1, 2011

<u>GD</u>	<u>Min Step</u>	<u>2nd Step</u>	<u>3rd Step</u>	<u>4th Step</u>	<u>5th Step</u>	<u>6th Step</u>	<u>7th Step</u>	<u>8th Step</u>	<u>9th Step</u>	<u>10th Step</u>	<u>11th Step</u>	<u>12th Step</u>	<u>Step 13***</u>	
<u>Illinois Licensed Practical Nurses Association</u>														
PN1	Hourly	15,825	16,173	16,514	16,999	17,538	18,072	18,540	19,279	19,849	20,438	21,046	22,657	22,884
	Bi-weekly	1,266.00	1,293.84	1,321.12	1,359.92	1,403.04	1,445.76	1,483.20	1,542.32	1,587.92	1,635.04	1,683.68	1,812.56	1,830.72
	Annual	32,916	33,639	34,349	35,357	36,479	37,589	38,563	40,100	41,285	42,511	43,775	47,126	47,598
PN2	Hourly	16,755	17,304	17,766	18,316	18,835	19,379	19,889	20,675	21,296	21,934	22,593	24,323	24,567
	Bi-weekly	1,340.40	1,384.32	1,421.28	1,465.28	1,506.80	1,550.32	1,591.12	1,654.00	1,703.68	1,754.72	1,807.44	1,945.84	1,965.36
	Annual	34,850	35,992	36,953	38,097	39,176	40,308	41,369	43,004	44,295	45,622	46,993	50,591	51,099
PN3	Hourly	17,583	18,159	18,649	19,226	19,775	20,346	20,876	21,704	22,354	23,024	23,716	25,529	25,784
	Bi-weekly	1,406.64	1,452.72	1,491.92	1,538.08	1,582.00	1,627.68	1,670.08	1,736.32	1,788.32	1,841.92	1,897.28	2,042.32	2,062.72
	Annual	36,572	37,770	38,789	39,990	41,132	42,319	43,422	45,144	46,496	47,889	49,329	53,100	53,630.72

Effective the first full pay period on or after December 1, 2007, all LPNs at Step 12 of the salary schedule with 15 years of service shall move to Step 13 (an increase of 1% above Step 12).

APPENDIX B (1)
Side Agreement - ACHN

It is expected that where there is a total LPN and RN staff of four or fewer in a clinic, that the RN's and LPNs will cooperate to ensure that vacation periods are worked out equitably among them. Where LPNs and RN's request the same vacation period and all requests cannot be accommodated, vacation preference will be granted according to operational needs, by seniority with the County, except that the more senior employees may not exercise seniority preference for the same vacation choice for two consecutive years.

The County agrees that there is no 6-month ambulatory experience requirement for LPNAI bargaining unit employees who apply for vacant or new positions in the ACHN:

Licensed Practical Nurse Association County of Cook
of Illinois - Division I

Kara Mitchell

Date: *May 27, 2013*

Date: _____

APPENDIX B (2)
Side Agreement - Substance Abuse Testing

The County may reinstitute its practice of testing for substance abuse when employees have been on a leave of absence of at least thirty (30) days. However, an employee on such a leave may provide the County with advance notice of her/his scheduled return to work and schedule such a test. If such an employee makes herself/himself available for a substance abuse test at least two weeks prior to her/his return to work and the employee's return is delayed because of a delay in the results of such a test, and the results are negative, the County will pay the employee for her/his lost time. In any event, an employee returning from a leave of absence that is not a result of substance abuse may return to work five working days after taking a substance abuse test, pending the results if they are not yet available.

Licensed Practical Nurse Association County of Cook
of Illinois - Division I

Nora Mitchell
Date: *May 22, 2013*

Date: _____

APPENDIX B (3)

DISCIPLINARY ACTION POLICY AND PROCEDURE

GENERAL STATEMENT:

THIS POLICY SHALL APPLY TO ALL EMPLOYEES UNDER THE JURISDICTION OF THE PRESIDENT OF THE COOK COUNTY BOARD OF COMMISSIONERS. FOR EMPLOYEES COVERED BY COLLECTIVE BARGAINING AGREEMENTS, THIS POLICY SHALL APPLY AS MODIFIED BY THOSE AGREEMENTS.

THE TERM "EMPLOYEE" AS USED THROUGHOUT THIS PROCEDURE SHALL ALSO BE UNDERSTOOD TO INCLUDE ANY RECOGNIZED EMPLOYEE REPRESENTATIVE OR ORGANIZATION.

I. PURPOSE:

To provide a mechanism whereby disciplinary action will be initiated, including discharge, in a series of progressive steps, depending upon the severity of the rules infraction.

II. POLICY:

- A. Disciplinary Action is taken when an employee has committed an infraction of a County rule as specified in Rules Governing Employee Conduct or other behavior deemed unacceptable.
- B. Disciplinary Action is timely and progressive, and is based upon the commission of the same, similar, or other infraction, except for major cause infractions as defined elsewhere.
- C. All discipline shall be given only for just cause. The level of Disciplinary Action and/or degree shall be appropriate to the infraction including, if appropriate, a consideration of the following:
 1. Documentation of the employee's past conduct.
 2. Whether or not the employee was adequately warned and counseled of the consequences of his conduct.
 3. Length of service.
 4. Seriousness and circumstances of the particular offense.

5. County practice in similar cases.
 6. Motives and reason for violating a rule.
- D. In general, discipline will include the following steps:
1. 1st Offense - Verbal reprimand.
 2. 2nd Offense - Written reprimand.
 3. 3rd Offense - Suspension.
 4. 4th Offense - Discharge.
- E. Disciplinary Action for Major Cause infractions need not be progressive. Major Cause is defined as, but not limited to, the following behavior by an employee on duty or on the premises of any County facility:
1. Use, possession, or being under the influence of alcohol, controlled substances, or unprescribed drugs.
 2. Fighting
 3. Patient, employee or visitor abuse.
 4. Unauthorized possession of weapons.
 5. Willful destruction of property.
 6. Gross insubordination.
 7. Theft of patient, employee, or County property.
 8. Negligence in performance of duties.
 9. Misuse of timekeeping facilities or records.
 10. Absence for three consecutive work days without notifying the immediate supervisor or Department Head.
 11. Conviction of a State or Federal felony or plea of nolo contendere, regardless of whether on duty or on the premises of any County facility.

- F. Disciplinary Action may begin, or advance to, any step specified above dependent upon the nature of the infraction.
- G. Disciplinary Action may only be appealed in accordance with the Grievance Procedure.

III. **DISCIPLINARY ACTION FORM:** The Disciplinary Action Form is to be completed for all steps of Disciplinary Action.

A. The Disciplinary Action Form is completed as set forth below:

- 1. The infraction and previous Disciplinary Action are stated.
- 2. A warning is stated that committing the same, similar, or other infraction will result in further Disciplinary Action up to and including discharge.
- 3. The Disciplinary Action Form is given to an employee by his immediate supervisor in a conference discussing the Disciplinary Action.
- 4. The form is signed by the immediate supervisor, the Division or Department Head and the employee. If the employee refuses to sign the form, the refusal is noted in the space designated for the employee's signature.

B. When the Disciplinary Action is for discharge, Section 2 of paragraph A does not apply.

C. Copies of the Disciplinary Action Form are distributed as follows:

- 1. The employee.
- 2. The Cook County Personnel Department.
- 3. The Hospital Personnel Office, or the respective department for other offices under the President.
- 4. The recognized employee representative or organization, if any.

IV. **VERBAL REPRIMAND:** A verbal reprimand is given for an infraction for which there has been counseling, or for the first infraction of a minor nature.

- A. A verbal reprimand is documented on a Disciplinary Action Form and given to an employee in a conference.

- B. The Disciplinary Action Form is completed and distributed as specified previously.
 - C. A Disciplinary Action Form documenting a verbal reprimand will be disregarded if after one (1) calendar year there has been no further disciplinary action.
- V. **WRITTEN REPRIMAND:** A written reprimand may be given when there has been previous Disciplinary Action, or for the first infraction of a more serious nature.
- A. A written reprimand is documented on a Disciplinary Action Form and given to an employee.
 - B. The Disciplinary Action Form is completed and distributed as specified previously.
- VI. **SUSPENSION FOR THIRTY (30) CALENDAR DAYS OR LESS:** Suspension for thirty (30) calendar days or less may be given when there has been previous Disciplinary Action or for the first infraction of a more serious nature.
- A. Prior to suspending an employee for thirty (30) calendar days or less, the Hospital Division or Department Head must notify the Hospital Personnel Office; for other offices under the jurisdiction of the President of the Board of County Commissioners, Supervisors or Section Heads must notify the County Department Head.
 - B. A suspension for thirty (30) calendar days or less is documented on a Disciplinary Action Form and given to an employee in a conference, after approval of Division or Department Head.
 - C. The Disciplinary Action Form is completed and distributed as specified previously.
- VII. **SUSPENSION MORE THAN THIRTY DAYS OR DISCHARGE:** The immediate supervisor or Division or Department Head has the authority to recommend the suspension for more than thirty (30) days or discharge of an employee, subject to review and approval by the Hospital Director/Designee and President of the County Board. For other offices under the jurisdiction of the President of the Board of Cook County Commissioners, discharge shall be subject to the review and approval of the County Department Head and President of the County Board.
- A. Suspension for more than thirty (30) days or discharge is invoked for just cause, which is defined as follows:
 - 1. Repetition of the same or similar infractions or a combination of infractions

for which there has been progressive Disciplinary Action.

Commission of an infraction defined as Major Cause as specified previously.

B. After reviewing all relevant documentation such as previous Disciplinary Actions, performance evaluations, incident reports, police reports, etc., the Department Head holds a conference with the employee, Division Head, and any other persons deemed necessary. Either during the conference or no later than fourteen (14) calendar days following the conference, the Hospital Director/Designee, or County Department Head in the case of other offices, approves and directs one of the following:

1. The employee is to be suspended for more than thirty (30) days or discharged.
2. That the employee is given lesser Disciplinary Action than recommended and directs implementation.
3. That the employee is not given Disciplinary Action and directs that all record of the recommendation to suspend or discharge, whichever is applicable, be removed from the employee's personnel file.

C. The decision of the Hospital Director/Designee, or County Department Head in the case of other offices, is distributed as set forth below:

1. The employee, via registered or certified mail, telegram, or mailgram to his last known home address.
2. The Hospital Personnel Office, or County Department in other cases.
3. The Cook County Personnel Department.
4. The recognized employee representative or organization, if any.

VIII. **TEMPORARY SUSPENSION:** A temporary suspension may be given prior to any step of Disciplinary Action when the presence of the employee is dangerous or will result in the disruption of operations or when major cause is alleged and time is needed to conduct an investigation. In no case shall a temporary suspension exceed fourteen (14) days.

IX. **REPRESENTATION:** An employee may have a representative of his choosing at any step of Disciplinary Action, except as follows:

1. An employee may not be represented by his Division or Department Head.

2. An employee may not be represented by any member of the Personnel Department.

The right to limit the number of representatives or participants at the Discharge or Suspension Conference is reserved to the Hospital Director/Designee, or Department Head in the case of other offices.

Prepared By:
PCA/Department of Human Resources
May, 1985

COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C

**PLAN DESIGN CHANGES EFFECTIVE 12/1/07
PAYROLL CONTRIBUTION CHANGES EFFECTIVE 6/1/08**

BENEFIT OVERVIEW	HMO		PPO	
	PLAN LIMITS AND MAXIMUMS:	Current Benefits (through 11/30/07)		Benefit Level Effective 12/1/07
		Current Benefits (through 11/30/07) In Network / Out of Network		Benefit Level Effective 12/1/07 In Network / Out of Network

<p>Individual Deductible *</p>	<p>None</p>	<p>\$125 / \$250</p>
<p>Family Deductible *</p>	<p>None</p>	<p>\$250 / \$500</p>
<p>Ind. Out of Pocket Max *</p>	<p>None</p>	<p>\$1,500 ** / \$3,000 **</p>
<p>Fam. Out of Pocket Max*</p>	<p>None</p>	<p>\$3,000 ** / \$6,000 **</p>
<p>Lifetime Maximum</p>	<p>Unlimited</p>	<p>Unlimited / \$1,000,000</p>
<p>* Annual Basis</p>	<p>** Excludes co-payments, annual deductibles, and charges in excess of Schedule of Maximum Allowances- SMA)</p>	<p>** Excludes co-payments, annual deductibles, and charges in excess of Schedule of Maximum Allowances- SMA)</p>

PLAN LIMITS AND MAXIMUMS:	HMO Current Benefits (through 11/30/07)	HMO Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Co-Insurance	None		90% / 60% ***	<p>*** Subject to Schedule of Maximum Allowances (SMA), i.e., the amount doctors and other health care providers in the network have agreed to accept for their services. These amounts are generally lower than what providers outside the network charge. If you go out of network, you will pay any balance above the SMA in addition to the deductible and co-insurance.</p>

OUTPATIENT SERVICES (MEDICAL & SURGICAL)

BENEFIT OVERVIEW	HMO		PPO	
	Current Benefits through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Doctor Office Visits	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *
Routine Physical Exams and Preventive Screenings	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *
Well-Child Care	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *
X-Ray/Diagnostic tests (performed in lab or hospital)	100%	100%	90% / 60% *	90% / 60% *
Maternity Prenatal/Postnatal Care	\$3 co-payment / member for initial visit	\$10 co-payment / member for initial visit	90% after \$20 co-pay (initial visit) / 60% *	90% after \$25 co-pay (initial visit) / 60% *
OutPatient Surgery (facility charges)	100%	100% after \$100 co-pay	90% / 60% *	90% / 60% *
OutPatient Surgery (doctor services)	100%	100%	90% / 60% *	90% / 60% *

Other OutPatient Services (including chemotherapy, radiation, renal dialysis)	100%	100%	90% / 60% *	90% / 60% *
Allergy Testing / Injections / Immunizations	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *
Infertility Treatment, as defined by plans	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *

OUTPATIENT SERVICES (MEDICAL & SURGICAL cont'd)
BENEFIT OVERVIEW

	HMO		PPO	
	Current Benefits through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Physical, Speech and Occupational Therapy (60 visits Combined Annual Maximum)	100%	100%	90% / 60*	90% / 60*
Ambulance Services	100%	100%	80% / 80%*	80% / 80%*
Emergency Room Visits (life threatening illness or injury; waived if admitted as inpatient)	100%	100% after \$40 co-pay	100%	100% after \$40 co-pay
Medically Necessary Dental Services (repair from accidental injury to sound natural teeth)	100%	100%	90% / 60%*	90% / 60%*
Home Health Care	100%	100%	90% / 60%*	90% / 60%*
Skilled Nursing Care (excl. custodial care)	100%	100%	90% / 60%*	90% / 60%*
Prosthetic Devices	100%	100%	90% / 60%*	90% / 60%*

**INPATIENT SERVICES (MEDICAL & SURGICAL)
BENEFIT OVERVIEW**

	HMO		PPO	
	Current Benefits through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Hospital (Semi-Private Room), including Maternity inpatient obstetrical care	100%	100% after \$100 co-pay per admission	90% / 60% *	90% / 60% *
Physician/Surgeon/Anesthesiologist Services	100%	100%	90% / 60% *	90% / 60% *
X-Ray / Diagnostic Services	100%	100%	90% / 60% *	90% / 60% *
Facility Charges	100%	100%	90% / 60% *	90% / 60% *

BENEFIT OVERVIEW	HMO		PPO	
	Current Benefits Through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Mental Health/Chemical Dependency/ Substance Abuse Combined Maximum Benefit for In/Out Mental Health and Chemical Dependency Abuse Limits	Unlimited	Unlimited	Individual Annual Maximum: \$ 5,000 Outpatient and \$25,000 Combined In and Outpatient per individual, per calendar year, and a \$100,000 lifetime maximum (benefit maximum do not apply to mental health benefits)	
Outpatient Services (unlimited)	\$3 co-pay per visit	\$10 co-pay per visit	70% / 50% * Subject to overall plan limits stated above	
Inpatient Mental Health/Substance Abuse (30 days/year max)	100%	100%	90% / 60% * Subject to overall plan limits stated above	
Supplemental Outpatient Mental Health/Substance Abuse: 2/lifetime; 4 hrs/night; 4 night/wk; 4 consecutive weeks	\$3 co-pay per visit	\$10 co-pay per visit	70% / 50% * Subject to overall plan limits stated above	

PRESCRIPTION DRUGS (WHEN FILLED AT A PARTICIPATING PHARMACY) ADMINISTERED BY PHARMACY BENEFIT MANAGER, NOT HEALTH PLAN(S)			
BENEFIT OVERVIEW		HMO	PPO
	Current Benefits Through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits Through 11/30/07
Generic (30 day supply at Retail)	\$5	\$7	\$5
Brand (30 day supply at Retail)	\$10	N/A	\$10
Formulary (30 day supply at Retail)	N/A	\$15 *	N/A
Non-Formulary (30 day supply at Retail)	N/A	\$25 *	N/A
Mail Order Co-Pays (90 day supply)	1 x Retail Co-pay	2 x Retail Co-pay	\$0
* If you purchase a formulary or non-formulary drug when a generic equivalent is available, you will pay the generic co-pay plus the difference in cost between the generic and the formulary/non-formulary drug.			
			Benefit Level Effective 12/1/07
			2 x Retail Co-pay

**Employee Contributions
Effective June 1, 2008**

Percentage of Salary (Pre-Tax)	HMO		PPO	
	Contribution Through 5/31/08	Contribution Effective 6/1/08	Contribution Through 5/31/08	Contribution Effective 6/1/08
Employee Only	.5%	.5%	1.5%	1.5%
Employee plus Child(ren)	N/A	.75 %	N/A	1.75%
Employee plus Spouse	.5 %	1.0%	1.5 %	2.0 %
Employee plus Family	.5 %	1.25 %	1.5 %	2.25 %
Cap	\$8 PER PAY PERIOD	None		None

VISION BASIC BENEFITS – APPENDIX C

Eligible employees and their covered dependents may receive a routine eye examination and lenses once every calendar year, frames once every 24 months. Once the basic benefits are exhausted, additional glasses and contacts are available to participants at discounted prices through participating provider locations.

Eye Examination: \$0

Benefit includes a routine complete examination, refraction and prescription. Also, if indicated, your doctor may recommend additional procedures (such as dilation) at an additional cost to the member.

Eyeglass Lenses: \$0

Benefit includes standard uncoated plastic lenses regardless of size or power. Lens options are available for additional costs. Solid tints are covered in full.

Frames **: \$0

Members may choose a frame up to a regular retail value of \$100. Frames above \$100 regular retail price, member pays the amount over \$100 less 10%.

Contact Lenses *:** \$0

Benefit includes any pair of contact lenses up to a regular retail of \$100. Contacts above \$100 regular retail are available at an additional cost.

** The applicable allowance amount may be used only once per benefit period on either eyeglasses or contacts.

LENS OPTIONS CO-PAYMENTS

Standard Progressive (No-Line Bifocal)	\$50
Polycarbonate	\$30
Scratch Resistant Coating	\$12
Ultraviolet Coating	\$12
Solid or Gradient Tint	\$ 8
Glass (Only for non-minors)	\$15
Photochromatic	\$30
Anti-Reflective Coating	\$35

DENTAL HMO BENEFITS – APPENDIX C

All new employees hired after December 1, 1999, must be in the Dental HMO for one year before changing to the Dental PPO. Employees are allowed to change plans during the annual open enrollment after one year of HMO enrollment.

Dental care is provided to eligible members and their dependent through participating designated dentist. The premium for the dental care is paid in full by Cook County.

SCHEDULE OF BENEFITS:

PREVENTIVE CARE:	Includes dental exams, x-rays and two cleanings per year are covered at 100%. Fluoride treatments for children under age 19 are also covered at 100%.
BASIC BENEFITS:	Require a co-payment by the member for each specific service. These co-payments equal a discount of approximately 75%.
MAJOR SERVICES:	Require a co-payment by the member for each specific service. These co-payments equal a discount of approximately 60%.
ORTHODONTICS:	Available to children under the age of 19 with co-payments equal to a discount of approximately 25%.
DEDUCTIBLE:	None

BENEFIT PERIOD MAXIMUM: Unlimited

DENTAL PPO BENEFITS – APPENDIX C

Benefit Period Maximum	In-Network	Out-Of-Network *
Deductible	\$25/Individual; \$100 Family (4 individual maximum, does not apply to preventive and orthodontic services)	\$1,500 per person; per year \$50/Individual; \$200 Family (4 individual maximum, does not apply to preventive and orthodontic services)
Preventive (No Deductible)	100% of Maximum Allowance	
Primary Services (x-rays, space maintainers)	80 % of Maximum Allowance	80% of Maximum Allowance *
Restorative Services:		60% of Maximum Allowance *
Routine Fillings	80 % of Maximum Allowance	60% of Maximum Allowance *
Crowns	50 % of Maximum Allowance	50% of Maximum Allowance *
Inlays and Onlays	50 % of Maximum Allowance	50% of Maximum Allowance *
Emergency Services (Palliative Emergency Treatment)	80 % of Maximum Allowance	80 % of Maximum Allowance *
Endodontics	80 % of Maximum Allowance	
Periodontics	80 % of Maximum Allowance	60 % of Maximum Allowance *
Oral Surgery	80 % of Maximum Allowance	60 % of Maximum Allowance *
Routine Extractions	80 % of Maximum Allowance	60 % of Maximum Allowance *
Removal of Impacted Teeth (soft tissue and partial bony)	80 % of Maximum Allowance	60 % of Maximum Allowance *
Prosthetics	50 % of Maximum Allowance	50 % of Maximum Allowance *
Orthodontics	50 % up to lifetime maximum	50 % up to lifetime maximum *
Lifetime Maximum	\$1250	\$1250

* Schedule of Maximum Allowance: PPO providers have agreed to accept the Schedule of Maximum Allowances as payment in full for covered services. Out-of-network providers do not accept the Schedule of Maximum Allowances in full. Members are liable for any difference between out-of-network dentist's charges and dental provider benefit payment, in addition to the deductible and co-insurance.