

New Item #10

COLLECTIVE BARGAINING AGREEMENT

Between



NATIONAL NURSES ORGANIZING COMMITTEE

And

COUNTY OF COOK



Effective

July 10, 2012 through November 30, 2012

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COLLECTIVE BARGAINING AGREEMENT

This Agreement is made and entered into by and between the NATIONAL NURSES ORGANIZING COMMITTEE, hereinafter referred to as the "NNOC", and the County of Cook, hereinafter referred to as the "County".

PREAMBLE

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

ARTICLE I Recognition

Section 1.1 Representation:

The County recognizes the NNOC as the sole and exclusive representative for all Registered Nurses employed by the County at the following institutions which, plus the Cook County Department of Public Health ("CCDPH"), hereafter in this Agreement individually shall be referred to as "affiliate" and collectively shall be referred to as "affiliates" – John H. Stroger, Jr. Hospital, Oak Forest Hospital, Provident Hospital, Cermak Health Services (which includes the Juvenile Temporary Detention Center), Ambulatory and Community Health Network (ACHN) and the Ruth M. Rothstein CORE Center, ("CORE Center"), but excluding supervisory and management registered nurses and all other employees. Such recognition is for the purpose of setting wages, hours and working conditions. Hereafter, "RNs" refers to registered nurses in the unit of employees represented by the NNOC who perform the duties of the following classifications: Clinical Nurse I (license pending), Clinical Nurse I & II, Advanced Practice Nurse (Clinical Specialist, Nurse Midwife, and Nurse Practitioner), Nurse Clinician, Nurse Epidemiologist, Instructor, Senior Instructor and Master Instructor.

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

Section 1.2 NNOC Membership:

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

relationships with RN employees and the NNOC. Orientation conferences may be on duty time for employees subject to orientation and for NNOC representatives who are employees.

Section 1.3 Dues Check-off:

With respect to any RN from whom the County receives individual written authorization in a form agreed upon by the NNOC and the County, the County shall deduct from the wages of the RN the dues required as a condition of membership, or a representation fee, and shall forward such amount to the NNOC within thirty (30) calendar days after close of the pay period for which the deductions are made.

Section 1.4 "Fair Share":

1. The County shall grant "Fair Share" to the NNOC in accordance with Sections 6 (e)-(g) of the Illinois Public Labor Relations Act upon satisfactory demonstration to the County that the NNOC 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 NNOC meeting said condition or within 30 days of their employment by the County either (1) become members of the NNOC and pay to the NNOC regular NNOC dues and fees or (2) will pay to the NNOC 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 NNOC provided, however, that the NNOC shall certify to the County the amount constituting said fair share, not exceeding the dues uniformly required of members of the NNOC, and shall certify that said amount constitutes the non-members' proportionate share of his NNOC'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 NNOC to ascertain the names of and addresses of all employee non-members of the NNOC from whose earnings the fair share payments shall be deducted and their work locations.
4. Upon the NNOC's receipt of notice of an objection by a non-member to the fair share amount, the NNOC shall deposit in an escrow account, separate from all other NNOC funds, 50% of all fees being collected from non-NNOC employees. The NNOC 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 NNOC'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 NNOC 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 NNOC, the NNOC 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 NNOC shall be required to pay an amount equal to their fair share of NNOC dues, as described in Section 1.4 (4), to a non-religious charitable organization mutually agreed upon by the NNOC, and the affected employees as set forth in Section (6) of the Illinois Public Labor Relations Act.

Section 1.6 Indemnification:

The NNOC 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 NNOC shall refund any such amount directly to the involved employee.

ARTICLE II

County and NNOC Rights and Obligations

Section 2.1 County Rights:

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

Section 2.3 NNOC and County Meetings:

For the purpose of conferring on matters of mutual interest which are not appropriate for consideration under the grievance procedure, the NNOC and County agree to meet through their respectively designed representatives at the request of either party to hold Labor Management meetings. These meetings shall be held at mutually agreed upon times and locations. The party requesting the meeting shall prepare a written agenda one week prior to meeting if so asked by the other party. The NNOC and County shall each designate not more than three (3) representatives to a labor-management committee for this purpose.

Section 2.4 Gender:

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

Section 2.5 Paid Negotiation Time:

Up to 20 employees who are on the negotiating team will be released for negotiations, including the hour before and the hour after negotiations, and to the extent that they were scheduled to

work during those hours they shall be paid for up to 18 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:

- A. An RN who is scheduled to work and reports for work shall have the opportunity to work a full shift. The regular pay period shall consist of two (2) regular work weeks, and the regular work week shall commence with a shift beginning at or after 12:00 a.m. on Sunday. The regular work day for nurses on eight (8) hour shifts shall consist of eight and one-half (8-1/2) consecutive hours of work (including a one (1) hour lunch period, thirty (30) minutes of which will be paid and one (1) fifteen (15) minute paid break). However, for ACHN RNs, CORE Center RNs and Nurse Epidemiologists, QA RNs, EHS RNs, Clinical Specialists, Nurse Practitioners, Discharge Planners, Nurse Educators/Instructors, Cardiac Cath Lab RNs, Psychiatric RNs except for those at Cermak, JTDC and anywhere else where Psychiatric RNs are on multiple shifts, and Specialty Procedure RNs except for those in Stroger Dialysis, Cermak and anywhere else where Specialty Procedure RNs are on multiple shifts, the regular work day for nurses on eight (8) hour shifts shall consist of eight and one-quarter (8-1/4) consecutive hours of work (including a forty-five (45) minute lunch period, thirty (30) minutes of which will be paid and one (1) fifteen (15) minute paid break). Throughout this Agreement, these shifts -- whether they last eight and one-half (8-1/2) hours or eight and one-quarter (8-1/4) hours -- shall be referred to as eight (8) hour shifts.

The practice of scheduling ten (10) work days in each fourteen (14) day pay period will continue, and the County will also continue its present policy of not ordinarily scheduling its nursing staff for more than five (5) consecutive work days with consecutive days off.

- B. The County may also schedule RNs in particular areas for ten and one-half (10-1/2) consecutive hours of work (including a one (1) hour lunch period, thirty (30) minutes of which will be paid and one (1) fifteen (15) minute paid break) on eight (8) work days in a fourteen (14) day period, and not ordinarily scheduling such work for individual RNs on more than four (4) consecutive work days with consecutive days off. If the County decides to implement such a schedule in any area, it will first discuss with the affected RNs the impact of the planned schedule and any hardships which it may impose on particular nurses. Insofar as practicable, the County will accommodate preferences of RNs for ten and one-half (10-1/2) and eight (8) hour shifts if both are scheduled in the same area. Otherwise, RNs so affected may exercise their rights under the job posting procedures in Article IV, Section 4.4, of this Agreement, or also may be assigned temporarily by the health facility to other positions, without loss of pay, until a position

of the same grade and shift is available to them. Hours worked in excess of ten and one-half (10-1/2) in one day or forty (40) in a week shall be paid for at the rate of time and one-half the applicable rate.

- C. All RNs may request and/or the County may request RNs to be scheduled for twelve and one-half (12-1/2) consecutive hours of work (including a one (1) hour meal period, forty-five (45) minutes of which will be paid, and a fifteen (15) minute paid break in the eight (8) hour segment of their work day, and a thirty (30) minute break, fifteen (15) minutes of which will be paid, in the four (4) hour segment of their work day) on seven (7) work days in a fourteen (14) day period. Three shifts will be scheduled in one week and four shifts in the second week (a total of 84 hours in a pay period).

RNs request(s) for working three (3) twelve and one-half (12-1/2) hour shifts each week and an additional eight (8) hour shift either week of a pay period (a total of 80 hours in a pay period) will be granted if staffing needs are met.

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

- D. All RNs working twelve (12) hour work days shall be paid one and one-half times their regular hourly rate (including any shift differential) for all hours worked in excess of twelve (12) in any regular twelve (12) hour work day, or over forty (40) in a week.
- E. Four (4) week schedules at the hospitals and monthly schedules at CCDPH and JTDC shall be posted two (2) weeks in advance of the beginning of the period covered by the schedule. Requests by RNs for time off on specified days of work will be received by management up to three (3) weeks prior to the date the schedule is posted. Such requests will not be unreasonably being denied. Once posted, work schedules shall thereafter be changed only by mutual agreement between the RN and supervisor or due to emergency staffing needs as determined by the nursing supervisor, or an RN may mutually agree to change schedules with another RN subject to the supervisor's approval. Disagreements as to the application of this section can be taken up at Step 2 of the grievance procedure where prompt action will be taken. The County agrees to inform the nurse of changes in her work schedule in advance.

The RNs in each in-patient unit and clinic, and nurse midwives will have the opportunity to submit a balanced schedule request to their supervisor at least three weeks prior to the date by which the supervisor must finalize and post the schedule.

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

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

The parties will meet to discuss the need for the change, the impact of the change on the affected nurses and any hardships the change would impose. Insofar as reasonable, the County will accommodate the preferences of nurses. Special consideration will be given to using combinations of eight and twelve hour shifts on the unit. NNOC and the affected nurses will be made aware of the County's decision regarding any change or the denial of a request to change at least 14 days before the schedule is posted. RNs so affected may exercise their rights under the job posting procedures in Article IV, Section 4.4.

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

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

- G. The usual work schedule for CCDPH RNs is 8:30 a.m. to 4:30 p.m. Those who report to work later in order to cover a P.M. clinic will have an equivalent schedule and such late schedules will be equitably distributed among all clinic RNs in the district office.

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

Section 3.3 Overtime Pay:

- A. An RN shall be paid one and one-half times the average of the regular hourly rate (including any differentials) for all hours worked in excess of eight (8) in any regular work day, or over eighty (80) hours worked in any regular pay period. For purposes of calculating overtime, an employee's regular eight (8) hour shift shall be counted as eight (8) hours worked. Once scheduled, RNs regular hours or days of work shall not be altered to avoid payment of overtime to that nurse.
- B. Instructors and Advanced Practice Nurses who work overtime in their classification when they do their regularly assigned work will have a choice of receiving overtime pay or to take compensating time off at time and one half rate. Compensating time not taken within 45 days of being earned will be paid at the overtime rate.
- C. When an RN works a double shift or an additional half shift, the RN will begin receiving overtime pay at the time that the new shift or additional half shift commences, in addition to being paid for working her/his normal shift.

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:

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

Section 3.6 Overtime Work:

- A. There shall be no mandatory overtime except during a state of emergency declared by City, County, State or Federal authorities, or during a short-term (not to exceed 24 hours) City or County mandatory diversion override. In the event of such a state of emergency or diversion override, the Affiliate/Affiliates will take all reasonable steps to utilize volunteers and to obtain coverage from other sources prior to mandating overtime. In such cases when mandatory overtime must be utilized the County will ensure the following guidelines have been met:
 - 1. The steps for offering the needed overtime to RNs in and out of the scheduling unit on a voluntary basis shall have been taken;
 - 2. Hardship to any individual RN shall have been considered;

3. Any such required overtime shall be reasonable in amount; and
4. Any such required overtime shall be equitably distributed among all eligible RNs.

The System will apply the overtime language that is contained in this Agreement in conformance with applicable state law.

- B. Notice of overtime will be given as far in advance as practicable. Each affiliate will equitably distribute reasonable amounts of overtime first among bargaining unit RNs who desire to work overtime and who normally and customarily perform the same or related work in the scheduling unit. If more overtime is to be assigned than these RNs are willing or able to accept, it will be offered first to bargaining unit RNs on other units.
- C. In order to work out solutions to any problems of involuntary overtime and related staff scheduling, upon request, the Professional Practice Committee will meet in an attempt to resolve any such issues. If this Committee has not resolved any such issues, these issues will be considered in any renewal of this Agreement.
- D. The County will also begin a long-term program to increase the recruitment and use of part-time RNs as a means of reducing the need for weekend and rotating assignments for full-time RNs. This program will include at least the following:
 - (1) Advertising, especially in media likely to reach responsive individuals;
 - (2) Review of programs making use of part-time registered nurses in other hospitals;
 - (3) Establishment of advisory committees on part-time recruitment to include two (2) NNOC representatives;
 - (4) RNs who are currently working part-time at Stroger Hospital will continue in their positions;
 - (5) At Stroger Hospital, RNs may make a written request to the Director of Nursing for a part-time position specifying ward, unit or clinic and shift or hours of work desired. These requests will be granted based on need of the hospital and Article IV, Section 4.4.
- E. Advanced Practice Nurses and Nurse Instructors who serve as providers, manage or have a caseload of patients, or who have the ability to flex their schedule with approval of their supervisor, will receive overtime pay for hours worked over forty (40) in a week.
- F. Clinical Specialist, Nurse Midwives, Nurse Epidemiologists, Nurse Practitioners and Instructors may volunteer to work overtime as a Clinical Nurse I or II after reasonable amounts of overtime have been accepted by CNIs, CNIIs, Nurse Clinicians and In-House Registry Nurses who desire to work overtime and who normally perform the work. If they are covered by Paragraph A. above, they will be paid for hours worked over forty (40) in a week at one and one-half times the average of their regular hourly rate (including any applicable shift differential). If they are not covered by paragraph A.

above, they will be paid overtime pursuant to Section 3.2.B, Section 3.2D, or Section 3.7 depending on the length of their shift.

Section 3.7 Overtime Exemption:

CCDPH RNs will be exempt from the overtime premium provisions of the Agreement. When operational need and financial conditions warrant, the County, at its sole discretion, may elect to provide CCDPH nurses with monetary compensation in lieu of compensatory time for overtime work performed. CCDPH will inform nurses regarding the method of compensation when issuing the notice of overtime work available. All such paid overtime will be computed as straight time up to 40 hours worked and at one and one-half time any hours worked in excess of 40 hours in a week.

Section 3.8 Weekends:

- A. A weekend is defined as beginning with the day shift Saturday and continuing through the night shift Sunday.
- B. Insofar as practicable, when weekends are being worked at an affiliate the nursing supervisory staff will schedule RNs off duty for both days of every other weekend, except for RNs who make written requests for weekend work. The County will pay an additional \$2.75 per hour for all weekend hours worked. Differences over what is practicable will be reviewed by the Professional Practice Committee created by Article XV of this Agreement, and this may be concurrent with the processing of a grievance on the same matter.
- C. Supervisors will use cyclical scheduling patterns so that each nurse is off duty every other weekend and can therefore know in advance which weekends she can expect to be off duty, provided that:
 - 1. If an RN wants a weekend off that otherwise would have been scheduled for her to work in her cyclical pattern, she can by mutual agreement, change with another RN. The supervisor must be notified in writing prior to change.
 - 2. RNs are not required to make up any weekends they would have been scheduled to work when they are on vacation nor do they have to get another RN to cover their weekend when they are on vacation. They may request their vacations to begin on a Monday following their regularly scheduled weekend off duty.
 - 3. When the supervisor is preparing the schedule and an RN is needed to work a weekend day in addition to those regularly scheduled for every other weekend, the supervisor will first seek In-House Registry staff, then volunteers or staff from other areas/units. If these fail, RNs who otherwise would have been off duty may be scheduled to work one additional weekend day but no more than four (4) additional weekend days in a fiscal year. The least senior RN on the unit and shift will be scheduled first and not again until all other RNs on that unit and shift have worked one day.

- D. Whenever an RN works a weekend day other than her regularly scheduled every other weekend, she will receive time and one-half her regular hourly rate (including any shift differential) for all hours worked unless she has requested in writing to work more than every other weekend. Any such payment at time and one-half will not include the \$2.50 per hour weekend differential.

Section 3.9 Rotation from Permanent Shift – John H. Stroger, Jr. Hospital, Provident Hospital:

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

**ARTICLE IV
Seniority**

Section 4.1 Probationary Period and Seniority:

For the purpose of this Agreement, the probationary period for a newly hired RN shall be one hundred eighty (180) calendar days. An employee who incurs a termination of seniority under Article IV, Section 4.10. A who is rehired is a newly hired employee for purposes of this Article.

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

Section 4.2 Definitions:

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

- A. Seniority - is the length of continuous employment by the County and its predecessor employers as a registered nurse (RN).
- B. Classifications – are a group of bargaining unit positions as set out in Article I, Section 1.1.

- C. Displacement - means any reduction or change in the allocation of bargaining unit positions, either temporary or permanent, which requires changes in the assignment of bargaining unit RN's to particular positions. A displacement may or may not be the result of a layoff.
- D. Layoff - means the separation from employment because of lack of work or funds or abolition of a position, necessitating the reduction of the total number of bargaining unit employees in a County Affiliate or the total number of bargaining unit employees in a classification in a County Affiliate.
- E. Lateral Transfer – means voluntary movement between positions within a classification.
- F. Recall – means the reinstatement procedure that is followed when an RN is laid off or, due to a displacement, takes a position in a lower classification, or at another Affiliate, cluster, or unit.

Section 4.3 Promotion and Lateral Transfer:

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

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

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

Section 4.4 Job Postings:

- A. The County shall post shift change vacancies in the unit of all affiliates before posting on the Cook County computerized application system (Taleo). The postings shall not include promotional opportunities or a vacancy outside of a RNs current unit. However, ACHN and CCDPH postings can also include location changes within the clusters contained in Article XIII of the collective bargaining agreement. These postings shall be posted in each unit's designated area and a copy shall be maintained in a binder on the unit or department. A copy of all unit postings shall be sent to NNOC via email or fax at the time of posting.
- B. All unit/department posted positions shall include an identification number, location, shift, date posted and the date the posting period closes as well as instructions to whom the RN should submit her/his bid for the shift or location change. Each of the postings shall contain the words "NNOC Members Only".
- C. Such unit vacancies shall be posted for a period not less seven (7) calendar days. RNs will be awarded the shift/location posted positions by seniority only and the interview and testing process shall be waived for these positions. The most senior applicant for a shift/location vacancy shall be acted upon within seven (7) calendar days after the last day of the posting period.

- D. If no RN within the affected Affiliate's unit applies for this vacancy within the seven (7) calendar day posting period, said vacant position shall be posted internally on "Taleo" for fourteen (14) calendar days.
- E. All "Taleo" postings shall include a requisition number, location, shift, the date posted, and the beginning and closing dates. All internal postings shall contain the words "NNOC Members Only".
- F. During the internal posting period, all RNs may submit electronic applications. RNs in the unit/affiliate shall be given first preference and other RNs within the bargaining unit in another affiliate shall be given second preference. After the fourteen (14) calendar day system-wide posting period is over, and no internal candidates were interested or awarded the position, the County may post said positions externally.
- G. CCHHS will provide NNOC an electronic copy of all posted vacancies and promotional opportunities.
- H. RNs from within the affiliate where a vacancy exists with at least six (6) months seniority who submit an application for such positions shall be given preferential consideration in accordance with Section 4.3 for either a lateral reassignment or promotion, provided that the first preference shall be among RNs already assigned within the same unit/area/division or Affiliate. For all other vacancies, next preference is among all RNs within the System. RNs in higher paying classifications who apply will also be considered but without seniority preference.
- I. If a vacancy is unable to be filled by a regular qualified RN, In-house registry applications from within the affiliate shall be considered before RNs outside of the County.
- J. If the County is unable to fill a position from within an affiliate, applicants from other affiliates shall be considered according to Section 4.3. Regular qualified RNs will be considered first.
- K. RNs that transfer from one affiliate to another shall have their names removed from one seniority list and added to the other without change in seniority date.
- L. Internal applicants for vacancies will be acted upon within thirty (30) calendar days after the last day of the posting period.
- M. An RN denied a promotion or lateral transfer shall receive a written notification including the reason for denial and the name of the RN to be promoted or transferred, and a copy will be sent to the NNOC. An RN may grieve a denial of job transfer or promotion to Step 2 within seven (7) calendar days from receipt of the notice of denial. The aggrieved position shall not be filled until a decision is rendered which shall be within seven (7) calendar days from the filing of the grievance. Time limits may be extended by mutual agreement.

- N. RNs promoted or transferred hereunder shall serve a sixty (60) calendar day trial period in the new job and any RN failing during such period shall be returned to the position from which promoted or transferred.
- O. Vacancies may be filled temporarily (normally thirty (30) calendar days or less) with consideration of Section 4.4. Reassignment will be distributed as equitably as possible. The filling of vacancies temporarily or making reassignments shall not be used by the County or CCHHS to avoid job posting provision of this section.

Section 4.5 Displacement, Layoff and Recall

- A.
 - 1. When the number of RNs in a classification is reduced on a unit (cluster at ACHN or CCDPH) for less than thirty (30) days, the Department will first solicit volunteers, in seniority order, for reassignment. If there are not enough volunteers, the least senior RNs may be reassigned at the discretion of the County Affiliate.
 - 2. When the number of RNs in a classification is to be reduced or changed on a unit (cluster at ACHN or CCDPH) for thirty (30) days or longer, for each unit where one or more employees will be selected for displacement, the County will first seek volunteers. If there are insufficient volunteers, the RNs to be displaced shall be those with the least County seniority where ability and fitness to perform the remaining work is substantially equal.
 - 3. When a division or unit or major part thereof is transferred from one location to another, such movement alone shall not be considered a displacement, a reduction in force or create new or vacant positions because the RNs will remain within the transferred units.
- B. Prior to the date of displacement, the County has completed or shall complete the following:
 - 1. If a substantial number of RNs are being displaced at one time, the Affiliate shall not hire RNs for posted positions until all RNs being displaced have had an opportunity to select a posted position, so that displaced RNs can be promptly reassigned to the extent possible in order to avoid layoffs. If an employee selects a position and for some reason cannot access it, the employee may displace any employee who was externally hired after her selection to a position that the employee could have selected.
 - 2. The County shall notify the NNOC at least 30 days prior to any displacement. The County shall make available to NNOC a list of all nurses impacted by the displacement. Nurses selected for displacement shall be the least senior nurses in the impacted unit (cluster for ACHN and CCDPH). The County shall notify the impacted nurses at least 14 days prior to the displacement date. Copies of all displacement letters shall be forwarded to NNOC.

3. The County shall provide the NNOC with a list of registered nurse vacancies within the CCHHS.
4. The County shall provide the NNOC an updated seniority list for all impacted Affiliates, including shift information.
5. The County shall provide the NNOC with job postings and or job descriptions of all vacant positions available for nurses to select. The posting documents will include the minimum qualifications for each position.
6. The County shall provide a list(s) of filled In-house registry positions by location for the CCHHS. The lists include average work hours for each IHR position.

C. Displacement:

1. If RNs are displaced from more than one classification at an Affiliate at the same time, displacements shall be implemented in one classification at a time, from highest to lowest affected classification.
2. Subject to Section C.3. Below, a displaced RN who elects voluntary demotion shall be placed in seniority order among displaced RNs in the lower classification before any displaced RNs in the lower classification have chosen among (a), (b), (c) or (d). Displaced RNs shall elect one of the following options in accordance with their seniority highest to lowest:
 - (a) Take a vacant position within the affected Affiliate.
 - (b) To displace the least senior RN in the same classification and cluster on any shift in which event the bumped RN will have option (a), (c), or (d).
 - (c) Volunteer to be placed in the pool of nurses by classification in seniority order from highest to lowest to select any vacant positions available outside of his/her affected Affiliate; or
 - (d) Take a voluntary layoff.
3. An RN who elects to exercise their bumping privileges as provided under Section C.2 (b) or applies for a vacant position as provided for in Section C.2. (a) or (c) shall be deemed qualified to fill the position if he/she possesses the minimum qualifications of the job posting.
4. If as a result of the displacement process a RN is placed in a position lower than his/her current salary grade, the RN will be placed in the step commensurate with Section 5.4. C.
5. After the process outlined in (a), (b), (c) and (d) is complete, RNs who transfer to a CCDPH RN position, will be placed at a salary step equal to her continuous service as an RN with Cook County (e.g., 3 years' continuous service = Step 3)

plus credit for public health experience, (including voluntary demotion) in accordance with the applicable provision of Section 4.3 of the collective bargaining agreement.

6. Nurses accepting a position in a new area shall be provided with training and/or orientation as would be offered any new employee.
7. After the process above is complete and RNs who are displaced but cannot locate a comparable position in the system, may in seniority order from highest to lowest, take any In House Registry position identified on the list provided pursuant to Section 4.5.B.6., of this agreement. Any In House Registry nurse whose position is selected shall be provided with 14 day notice and then laid off with recall rights to future In House Registry positions only. Any nurses who select an In House Registry position will be subject to the working conditions (including the lack of certain benefits provided to regular employees) set forth in Article 14 of the collective bargaining agreement.

D. Layoff:

1. After the displacement process in Section C occurs, but before resorting to a layoff under this subsection, the County shall first provide a list of temporary assignments to nurses scheduled for layoff. Nurses who otherwise would be laid off can choose, subject to meeting the job qualifications as described in Section B and on seniority basis from highest to lowest, to accept such a temporary assignment in lieu of layoff, recognizing that the terms and conditions of the position, including compensation, benefits and time limitation of the opening, if any, will be equal to those that the person in the temporary assignment has been receiving.
2. RNs who are displaced but cannot locate a comparable position or opt not to select an In-House Registry or temporary position in the system may be laid off, without first laying off In-House registry nurses. The NNOC and the Nurses who are laid off shall be given fourteen (14) days notice prior to the layoff. This notice provision does not apply to emergencies beyond County's control such as acts of nature, fire, floods, power failures or the result of decision of accrediting organization or government agencies.

E. Recall:

1. When in connection with Section D, an RN is laid off or takes a position in a lower classification under Section C, the County shall provide the RN with a written notice of this recall procedure. Such RNs shall have precedence for recall to their classification over new hires, promotions, demotions and transfers.
2. A displaced RN who moves laterally within her Affiliate to another unit, clinic, district office, shall be given the option to return to the unit, clinic, district office from which she was displaced if vacancies occur there within six (6) months of

the date of displacement by seniority preference among displaced RNs desiring to return.

3. A displaced RN who moves laterally from one Affiliate to another shall be given the option to return to the Affiliate from which she was displaced if vacancies occur there within twelve (12) months of the date of displacement by seniority preference among displaced RNs desiring to return.
4. RNs that are laid off or take a position in a lower classification as a result of the displacement process shall be eligible for the following recall rights. For twenty four (24) months after the date of the reduced classification/layoff as the case may be, nurses eligible for recall shall be given (in seniority order from highest to lowest) the opportunity to return to the Affiliate if a vacancy occurs in the classification they occupied prior to the displacement. County will notify (in seniority order) a recall-eligible nurse in writing of such available positions, and the notified nurse will have 10 days from the date of receiving the notice to accept the position and 15 days after acceptance to report to work. If a nurse does not timely accept a recall to a position in the Affiliate, the nurse's recall rights expire and the recall process for that position continues. If after County has exhausted the recall process for all recall-eligible nurses in an Affiliate for a particular classification, County will then notify (in seniority order) any nurse in other Affiliates eligible for recall into the same classification. Such recalled nurses will have 10 days to accept the position and 15 days after acceptance to report to work. If a nurse does not accept a recall position in a different Affiliate, the nurse's recall rights remain intact and the recall process for that position continues.
5. In a particular displacement, for six (6) months, employees who were displaced within one Affiliate (Paragraph 2 above) shall have preference to return over employees who were displaced from one Affiliate to another (Paragraph 3 above) as well as priority over employees who were laid off (Paragraph 4 above). For twelve (12) months, employees who were displaced from one Affiliate to another (Paragraph 3 above) shall have preference to return over employees who were laid off.
6. Upon recall, nurses shall be credited with their previous seniority, benefit accrual rate, sick time and floating holiday benefits previously accrued but not paid out at time of layoff and be placed on the step nearest their last anniversary step in accordance with the collective bargaining agreement, but shall not accrue additional seniority while on layoff.

Section 4.6 Low Census Days:

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

When the Affiliate determines that staffing exceeds census requirements for a particular day on a shift in a Division (Cermak, Stroger Hospital, Provident), or operational needs at (OFH), (ACHN), or (CCDPH), RNs in reverse seniority will be identified for a possible low census day.

Prior to notifying the RN(s), other Divisions, departments, district offices, or clinics within the Affiliate will be assessed to determine if staffing needs exist. If the RN(s) identified for a low census day is/are competent in an area with a staffing need, as per Article XIII, Section 12, the RN(s) will be reassigned. If any RN is scheduled for overtime, or any in-house or commercial registry is scheduled, in an area where the identified RN is competent, the overtime as well as the In-house or Commercial Registry will be canceled if necessary to accommodate the identified RN.

RNs assigned low census days who do not use benefit time shall have the option of making up the day in the same pay period as follows: if on that day or later in the same pay period in the same affiliate any other RN is scheduled to work overtime or as in-house or commercial registry in an area where the RN assigned low census is qualified, the overtime as well as the In-house or Commercial Registry will be canceled if the RN assigned a low census day chooses to work that assignment.

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

Low census days will not be granted during orientation. RNs may use accumulated vacation time when on a low census day. Benefit accrual will not be affected by low census days unless an RN is on unpaid status for more than one-half of the 28-day accounting period. An RN will not be mandatorily assigned a low census day if she has volunteered for, or been assigned, at least 120 hours of low census time in that calendar year (and an appropriately proportionate number for part-time employees).

Section 4.7 Evaluations:

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

Section 4.8 Return to Bargaining Unit:

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

Section 4.9 Seniority List:

During each January and July, the County will furnish the NNOC and post at each Affiliate a list showing the name, number, classification and seniority date of each RN at each health Affiliate. Within forty-five calendar days after the date of posting, an RN may challenge any error in his/her relative position on the list or seniority date as it appears on the list, or they will be considered correct and binding on the RN and the NNOC from that time forth and forever. A

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

Section 4.11 Discipline:

Discipline is imposed on a non-probationary RN when counseling has proven ineffectual or when the RNs conduct or failure to perform satisfactorily warrants such action. The County will discipline or discharge non-probationary RNs only for just cause. All discipline must be given within the 30 days from when the County becomes aware of the alleged occurrence of the event.

- A. The following factors, if appropriate to the situation, will be considered by the County when deciding the level of discipline:
1. Documentation of the employee's past conduct;
 2. Whether or not the employee was adequately warned or counseled of the consequences of her conduct;
 3. Length of service;
 4. Seriousness and circumstances of the particular offense;
 5. County practice in similar cases; and
 6. Motive and reason for violating a rule.
- B. Except with respect to major cause offenses, discipline will be progressive.
- C. 1. Progressive discipline for less serious offenses generally will be administered as follows:
- Verbal Reprimand
 - Written Reprimand
 - Suspension
 - Discharge
2. Suspension for more than thirty days or discharge is invoked for repetition of the same or similar infractions or a combination of infractions for which there has been progressive disciplinary action, or for commission of a Major Cause infraction.
- D. Major Cause is defined as, but not limited to the following behavior by an employee on duty or on the premises of any Cook County affiliate:
1. Use, possession, or being under the influence of alcohol, controlled substances, or non-prescribed drugs.
 2. Fighting or disruptive behavior.
 3. Patient, employee or visitor abuse or harassment including, but not limited to, racial and ethnic slurs.
 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 affiliate.
12. Intentional falsification of employment records or any other County records.

E. Suspension Pending Investigation

The County may suspend or place on investigatory leave an RN pending investigation, with or without pay, in order to review or investigate allegations of conduct which, in the County's view, would warrant relieving the nurse from all work duties. If the investigation has not been concluded within 14 days, an unpaid suspension pending investigation automatically will be converted to a paid suspension from that date forward. If it is determined that no offense occurred and the RN was suspended without pay, the RN will be made whole. An investigatory leave shall not be considered discipline as defined in this Article.

F. Representation

RNs who are to be disciplined or who have a reasonable expectation of being disciplined are entitled to Union representation exclusively in any disciplinary proceedings. The County shall inform the RN of the right to Union representation prior to any meeting with the RN at which discipline is to be imposed. The RN shall be given an opportunity, if so desired, to notify the Union of said meeting. The RN shall not lose pay while attending such a meeting. All disciplinary action shall be documented on an appropriate form and copies will be provided to the RN and the Union in the disciplinary proceedings.

G. Expunging Disciplinary Actions

1. Verbal reprimands shall not be considered in subsequent disciplinary determinations if there are no same or similar incidents within a six (6) month period.
2. Written reprimands shall not be considered in subsequent disciplinary determinations if there are not same or similar incidents within a twelve (12) month period.

3. Suspensions will be disregarded after forty-eight (48) months from the date the suspension was issued, provided the employee has not received discipline for the same or similar offense during that forty-eight (48) month period.

Disregarded disciplines will not be considered in determining future disciplinary actions; provided, however, that neither the employee nor the Union will claim in any subsequent arbitration that the employee had a "clean" or "unblemished" record. In the event the Union or the employee makes such a claim or claims, the County will be free to use any discipline issued to the employee regardless of the provisions of this Section.

H. Investigatory Meeting

Subject to circumstances that justify immediate verbal notice, an RN shall be notified in writing prior to any investigatory meeting with him/her concerning an incident or action for which he/she may be disciplined. The written notice shall identify the meeting time and place, and only under extraordinary circumstances as determined by the County, will the date and time be changed.

RNs are entitled exclusively to NNOC representation (whether it be a NNOC employee or NNOC Nurse Representative) during any investigatory meeting that is likely to result in any form of disciplinary action.

I. Suspension/Termination Meeting

The County will meet with the said RN and NNOC Representative to issue any suspension/termination. The County will notify NNOC in writing of any suspension, or termination concurrent with written notice to the RN. Such written notice shall state the reasons for suspension/termination, the effective date of suspension/termination, and notice of right to appeal.

- J. All disciplinary action may be appealed through the Grievance Arbitration procedure.

- K. Agreed-upon resolution regarding disciplinary grievances shall be implemented within 30 calendar days of the Agreement.

Section 4.12 Accrued Benefits at Separation:

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

ARTICLE V Rates of Pay

Section 5.1 Salaries:

The job classifications, grade levels and monthly-hourly salaries shall be set forth in Appendix A attached to this Agreement. Additional compensation for an appropriate Bachelor's Degree will be forty dollars (\$40.00) per month above the salary schedules shown in Appendix A. Additional compensation for an appropriate Master's degree of eighty dollars (\$80.00) per month

above the salary schedules shown in Appendix A will be granted to RNs receiving such compensation as of November 30, 1980. Subsequent to this date, no additional compensation for a Master's Degree will be given to RNs hired, nor to RNs employed prior to December 1, 1980, who earn a Master's Degree on, or after this date.

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

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

Employees in pay status as of the date that the Cook County Board approves the wage portions of the Agreement will receive a gross one-time bonus of \$500.00.

Effective the first full pay period on or after 12/01/06, the annual salary at each step of the salary schedule shall be increased by \$700.00 or 33.7 cents per hour.

Effective November 30, 2012, when RNs are on Step Twelve (12) for a period of three or more years, they shall progress to Step 13 on the salary schedule.

Effective November 30, 2012, when RNs are on Step Thirteen (13) for five or more years, they shall progress to Step 14 on the salary schedule. Step 14 is one percent above Step 13.

Section 5.2 Step Placement:

A. Each RN shall be paid the monthly salary for the position held at the step corresponding to length of service and present place on the steps of the appropriate grade, with progression from step to step after each year of service. All full-time RNs employed as of their individual anniversary dates shall be advanced one step in grade as of the pay period nearest to each such anniversary date. Any credit for prior experience granted at the time of initial employment shall continue to be reflected in step placement. A newly graduated and newly licensed RN shall be placed at Step 1 of the new classification.

In hiring, credit shall be given on a uniform basis for prior experience in the classification for which hired, with placement up to and including Step 10. Upon hiring, or any subsequent change in any step placement, nurses shall be notified in writing of their step placement. Incumbent RNs and APNs who are in Step 8 or Step 9 on the date of approval of this Agreement by the Cook County Board of Commissioners who would have been hired at a higher step had this language been in effect on their date of hire shall have their step adjusted accordingly.

Employees hired at Step 1 will move to Step 2 upon completion of their probationary period and for purposes of step movement only their anniversary date shall be the date upon which they moved to Step 2.

B. In hiring for CCDPH, advanced step placement shall be given as above for prior experience in public health.

- C. In hiring a Nurse Midwife, credit shall be given on a uniform basis for prior experience as a Nurse Midwife with placement beginning at Step 5 with no prior experience and up to Step 10 with five or more years of experience.

Section 5.3 New, Changed or Misclassifications:

- A. During the term of this Agreement, the County may establish new and changed job classifications and change the duties of existing job classifications, provided that a major alteration of the classification structure shall not be made. The County may put the new and changed job classifications or duties into effect, and discuss and set the rate of pay with the NNOC, 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 NNOC thereafter may submit any dispute to the grievance procedure.
- B. An RN also may request that his/her position be reclassified, and the request will be reviewed by the RNs Department Head; if the Department Head agrees that the request is reasonable and/or justified, the Department Head will promote the RN if possible, or include this reclassification in the forthcoming departmental budget request.
- C. A grievance claiming that a position is misclassified shall be submitted directly to the Director of Human Resources who shall decide the grievance after hearing the evidence and argument. The time limits for Step 3 (Article XI Section 11.5) shall apply for having a meeting and responding.

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

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

Section 5.4 Classification and Grade Changes:

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

A. Promotion:

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

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

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

B. Reclassifications:

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

C. Demotions:

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

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

D. Transfers:

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

E. Upgrades:

An employee whose position is upgraded shall be placed in the first step of the new grade which is at least the same as the salary the employee was receiving prior to being upgraded, except that the step placement will not be less than the step placement would

be for a new employee with the same amount of experience. In all cases of upgrading, the employee shall receive at least the first step of the new grade and shall retain the anniversary date held prior to the upgrading.

Section 5.5 Shift Differential:

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

Section 5.6 On-Call Pay – Open Heart Team:

- A. On-Call for the Open Heart Team shall be for the purpose of providing care for open heart cases only.
- B. All members of the Open Heart Team shall share the on-call assignments. Nurses on the Open Heart Team will volunteer for on-call shift assignments. Any remaining on-call will be distributed equally among team members. Only two on-call shifts will be assigned per week. Open Heart Team nurses may volunteer for more than two on-call shifts per week.
- C. On-call shifts on weekdays shall be for 16 hours, 2:30 p.m. to 6:30 a.m., and on weekends and holidays for 12 or 24 hours. Nurses must be available for one hour prior to the shift. Except for weekends and holidays, RNs will not be involuntarily assigned to be on-call on their day off.
- D. Nurses' assigned On-Call may have another Open Heart Team member take her assignment provided that management is notified of the substitution.
- E. The Nurse who is on-call shall:
 - 1. Provide the hospital with a phone number where she/he can be reached and shall be provided with a pager.
 - 2. Be expected to be in OR attire within 30 minutes of notification.
 - 3. Be provided with an on-call room, non-smoking and adequately ventilated.

4. Have access to parking in the lot closest to the hospital and security escort to and from her/his car.
5. Call in sick at least one hour before call availability begins (two hours before the start of shift)
6. Be paid at the rate of \$5.00 per hour.
7. Be paid at one and one-half times the regular hourly rate (including differentials) for all hours worked from the time of arrival in the Operating Room with a minimum of four hours of such pay.

F. Open Heart On-Call Staffing Committee:

1. The Committee will consist of one CN II, one CN I, one NNOC Grievance Representative and up to two management designees.
2. The Committee will meet as needed to evaluate the Open Heart Team On-Call program, where there is a conflict over the provisions of this language, and when there is an increase of the number of open heart cases per week.

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

Section 5.7 John H. Stroger, Jr. Hospital: On-Call:

- A. On-Call for the Operating Room, the Post Anesthesia Care Unit, the CATH lab, and, if implemented, for Dialysis and midwives, will be used to supplement regular staff when there is an emergency need. On-call will not be used to cover predictable staffing needs. The parties agree that nurses in the Stroger Hospital Cath Lab, trauma unit, and nurse mid-wives in labor and delivery, will begin to be on-call January 1, 1997. The County will provide the Dialysis nurses with at least thirty (30) days' notice before implementing On-Call.
- B. Four week schedules will be posted four weeks in advance and will indicate the need for 8-hour On-Call shifts and 12-hour On-Call shifts for the Main Operating Room and Post Anesthesia Care Unit. On-Call shifts will be equitably distributed first to permanently assigned full and part-time staff who volunteer and next to in-house registry nurses who volunteer. RNs who have completed their 6th month of orientation may volunteer. Remaining uncovered shifts will be assigned in order of least seniority of all RNs. Any RN assigned shall be notified by his/her supervisor one week prior to the official posting of the On-Call schedule. No RN, including in-house registry nurses, will have to volunteer or be assigned for more than one (1) On-Call shift per schedule, rotating through entire staff before another On-Call is assigned. RNs may volunteer for more than one (1) On-Call shift per schedule.

- C. On-Call shifts for the Stroger Main Operating Room will be 12 hours on Saturday and Sunday, 6:30 a.m. to 6:30 p.m. and 6:30 p.m. to 6:30 a.m. On-Call shifts at Stroger, other than the Main Operating Room, will be 8 hours Monday through Friday, 2:30 p.m. to 10:30 p.m. and 10:30 p.m. to 6:30 a.m. and 12 hours on Saturday, Sunday and holidays, 7:00 a.m. to 7:00 p.m. and 7:00 p.m. to 7:00 a.m. A nurse will not be scheduled to work or be On-Call more than 16 consecutive hours within a 24-hour period. CATH Lab and Dialysis On-Call shall commence after the last patient procedure is completed.
- D. Nurses may trade on-call shifts provided management is notified of the substitution one hour in advance of call availability (two hours before the start of the shift).
- E. The Nurse who is on-call shall:
1. Provide the hospital with a phone number where she can be reached and shall be provided with a pager.
 2. Be expected to be in OR attire within 60 minutes of notification.
 3. Shall be available for on-call one hour prior to the start of the shift.
 4. Be provided with an on-call room, non-smoking and adequately ventilated.
 5. Have access to parking in the lot closest to the hospital and security escort to and from her car.
 6. Call in sick at least one hour before call availability begins (two hours before the start of the shift).
 7. Be paid \$4.00 per hour (\$5.00 per hour for nurse midwives) and at one and one-half times the hourly on-call base rate for holidays.
 8. Be paid at least one and one-half times the regular hourly rate (including differentials) for all hours worked from the time of arrival at the work station with a minimum of four hours such pay.
 9. Shall return the pager at the start of the next regularly scheduled shift or prior to extended time away from work.
- F. Failure to respond: In the event a nurse "on-call" cannot be reached, all on-call pay shall be forfeited. If another nurse is reached and accepts the call, that nurse will receive compensation from the beginning of the designated availability time, according to the provisions of this section.
- G. A labor/management committee will meet as needed when there is a question of how the provisions of this agreement are being utilized. The committee will consist of one CN II, one CNI, and one NNOC grievance representative and up to two management designees.

Section 5.8 Oak Forest On-Call

On-call shifts will be from 3:00 p.m. to 7:00 a.m. daily and twenty four (24) hours on Saturday, Sunday and holidays. RNs on-call will be expected to be at the hospital within one hour of being notified. RNs will be paid \$4.00 per hour effective in the first full pay period following NNOC ratification and approval of this Agreement by the Cook County Board of Commissioners. RNs on-call will be paid at one and one-half times the regular hourly rate (including differentials) for all hours worked from the time of arrival in the OR with a minimum of 4 hours of such pay when notified.

Section 5.9 Provident Hospital: OR/PACU On-Call:

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

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

- D. Nurses may trade on-call shifts provided management is notified of the substitution one hour in advance of call availability (two hours before the start of the shift).
- E. The nurse on-call shall:
 - 1. Provide the Hospital with a phone number where she/he can be reached and shall be provided with a pager.
 - 2. Be expected to be in the affiliate within thirty minutes of notification.
 - 3. Shall be available for on-call one hour prior to the start of the shift.
 - 4. Be provided with an on-call room within the main building of the hospital, non-smoking and adequately ventilated.

5. Have access to general parking structure during normal operating hours or when using on-site on-call rooms for the entire shift; parking spaces will be available in front of the hospital for nurses responding to an urgent/emergency call.
 6. Call in sick at least one hour before call availability begins (two hours before the start of the shift).
 7. Be paid \$4.00/hour and at one and one-half times the hourly on-call base rate for holidays.
 8. Be paid at one and one-half times the regular hourly rate (including differentials) for all hours worked from the time of arrival at the work station with a minimum of four (4) hours of such pay.
- F. Failure to respond: In the event a nurse "on-call" cannot be reached, all on-call pay shall be forfeited. If another nurse is reached and accepts the call, that nurse will receive compensation from the beginning of the designated availability time, according to the provisions of this section.
- G. A labor/management committee will meet as needed when there is a question of how the provisions of this Agreement are being utilized. The committee will consist of one CNII, one CNI, and an NNOC grievance representative and up to two management designees.

Section 5.10 Part-Time RNs:

All part-time RNs shall be advanced one (1) step in grade as of the first pay period commencing after completion of the equivalency of one year's full-time service since their last advancement of a step or placement therein. Newly hired RNs may be placed in the appropriate grade up to the eighth step of the salary schedule, provided that such placement is given on a uniform basis for prior experience in the position for which hired. Full-time RNs who hereafter become part-time RNs, or part-time RNs who hereafter become full-time RNs, shall be initially retained at their then present step, and thereafter shall progress from step to step under the provisions of this Agreement. Part-time nurses shall receive pro rata benefits for insurance, shift differential, jury service, bereavement leave, holidays, vacation, sick time, tuition reimbursement, and pro rata compensation for an appropriate Bachelor's Degree. All other provisions of this Agreement shall be equally applicable to part-time RNs on a pro rata basis. RNs requesting a change from or to full-time or part-time status shall be given preference over new hires in filling vacancies for which they are qualified. Benefits accrued prior to such a change in status will be retained and used as specified in this Agreement. Part-time RNs may be required to work five out of twelve holidays, three of which shall be major holidays; and two consecutive weekend days plus one additional weekend day per month.

Section 5.11 CCDPH Part-Time Nurses:

- A. The following rates of pay shall apply:
1. Part-time Registered Nurse I's will be paid at the appropriate In-house Registry rate.

2. Part-time Public Health Nurse IV's will be paid at an hourly rate which is 30% above the appropriate in-house registry rate.

B. Part-time nurses in CCDPH work irregular hours. Schedules will be posted 10 days before the first of the month, based on Department need and requested hours submitted by the nurse. The maximum number of hours of work is 6 ½ hours per day and 32 ½ hours per week. There is no required minimum number of hours of work.

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

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

ARTICLE III	Sections 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, 3.9
ARTICLE V	Sections 5.1, 5.2, 5.5, 5.6, 5.7, 5.8, 5.9, 5.12
ARTICLE VI	All
ARTICLE VII	All
ARTICLE VIII	Sections 8.1, 8.2, 8.4, 8.6, 8.7, 8.8, and 8.10
ARTICLE IX	All
ARTICLE X	All (Except FMLA will apply if the RN is eligible)
ARTICLE XIII	Section 13.7

Section 5.12 Temporary Assignment Rates:

A. When any RN at John H. Stroger, Jr. Hospital, Provident Hospital, Cermak Health Services, ACHN, CORE Center or JTDC is temporarily assigned or performs charge responsibilities, or at Oak Forest Hospital is temporarily assigned or performs most other, different responsibilities, regularly being performed by RNs in another classification, the RN shall be paid \$1.75 in addition to the regular hourly rate.

B. CCDPH RNs who are in charge of a clinic will receive \$1.75 per hour for each hour that they are in charge.

Section 5.13 Travel Reimbursement Policy

County employees, with prior permission of their Department, may use private vehicles for County business and shall do so in accordance with the Cook County Vehicle Policy Ordinance.

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

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

Section 5.14 Critical Care and Operating Room Differential:

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

Section 5.15 Preceptors:

The County will establish a preceptor program.

A preceptor is an RN designated by the County who voluntarily agrees to perform that role. Preceptorships shall be conducted in accordance with each department's established criteria. All preceptors shall be trained on the Preceptor Program and must have at least two (2) years in the assigned specialty of registered nursing experience.

When an RN is assigned to perform preceptor duties, the preceptor and preceptee shall share a single assignment and only one of the nursing pair shall be counted in the staffing mix.

**ARTICLE VI
Holidays**

Section 6.1 Regular Holidays:

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

Christmas Day	Fourth of July
New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	Veteran's Day
Presidents' Birthday	Thanksgiving Day
Memorial Day	

Other generally accepted religious holidays falling within four (4) months of any of the above mentioned holidays may be substituted for such holiday (except at affiliates which are closed on the above holidays).

Section 6.2 Eligibility:

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

- A. The RN must have worked the regularly scheduled number of hours on his/her last scheduled day before, and his/her first scheduled day after the holiday (not the compensating day off), unless the nurse has a reasonable explanation for failing to work.
- B. The RN must have worked at least forty (40) hours during the pay period in which the holiday occurs, unless on vacation or on paid sick leave during such period.

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

Section 6.3 Compensating Days Off:

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

Section 6.4 Failure to Report:

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

Section 6.5 Holidays Worked:

- A. An RN who works on a holiday as defined in Section 6.1 of this Article shall have the option of either: 1) being compensated at time and one-half her basic straight time rate (including any differential) for all hours worked and receiving a compensating day off with 8 hours of pay as provided in Section 6.1 of this Article, or 6.2) being compensated at time and a half her basic straight time rate (including any differential) for all hours worked and receiving an additional 8 hours of pay in that pay period and no compensating day off as called for in Section 1 of this Article.
- B. CCDPH nurses assigned to work a clinic on a holiday will work a full shift. In the event that the clinic does not run for a full shift, the nurse will utilize the remainder of the shift for customary work.

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

Section 6.6 Oak Forest Hospital Holidays and Vacations:

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

B. Calendar Holidays Falling on Weekends

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

C. Vacation during Christmas or New Years

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

Section 6.7 Floating Holiday:

In addition to the foregoing paid holidays, RNs shall be credited with one (1) floating holiday on December 1 of each year, which an RN may schedule in advance, pursuant to operational needs. The RN may request to use her floating holiday at any time during the fiscal year, but absent extenuating circumstances must request it at least five (5) weeks in advance. Requests shall not be unreasonably denied. If an RN is required to work on a scheduled floating holiday by the Employer, the RN shall be entitled to holiday pay pursuant to Article VI, Section 6.5.

**ARTICLE VII
Vacation Leave**

Section 7.1 Accrual:

Vacation credit shall be earned each week that an RN is paid for at least forty (40) hours. The rate of accrual shall be calculated on a bi-weekly basis as follows:

<u>Years of Grade</u>	<u>Service</u>	<u>Annual Vacation</u>	<u>Bi-Weekly Rate of Accrual</u>
A	1	4 Weeks	6.154 Hours
	2	5 Weeks	7.692 Hours
B, C, D, E, F	1	5 Weeks	7.692 Hours

Section 7.2 Eligibility:

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

Section 7.3 Vacation Pay:

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

Section 7.4 Vacation Preference:

Insofar as practicable, vacations will be granted to meet the request of RNs and seniority will control in conflicts between RNs covered by this Agreement at the time of scheduling vacation periods as specified below and in Section 7.5 of this Article; except that an RN may not exercise seniority preference for vacation choice more than once in a calendar year unless other RNs involved have also previously used such preference.

RNs will be allowed to request initially only two weeks of vacation time for the periods from June 1 through August 31 and from December 15 through January 15. Additional time up to 4 weeks may be scheduled during these periods once all initial requests have been honored if the number of RNs permitted to be on vacation at the time (as identified in Section 7.5 of this Article) has not been exceeded. Vacation time may be scheduled to include Christmas Eve and Christmas Day or New Year's Eve and New Year's Day but not both.

Section 7.5 Vacation Scheduling:

- A. At John H. Stroger, Jr. Hospital, Oak Forest Hospital, Provident Hospital, the ACHN, the CORE Center, CCDPH, and Cermak Health Services, on February 1 and August 1 of each year, each affiliate will post a schedule on each unit or area showing the number of RNs who will be permitted to be on vacation at any one time on the unit or area during the six (6) months beginning respectively on April 1 and October 1. By March 1 and September 1, respectively, RNs will indicate their first, second and third choices. The affiliate will schedule vacations based on seniority preference and notify RNs in writing of their approved vacation time no later than ten (10) calendar days prior to April 1 and

October 1 respectively. When two (2) weeks' notice is given, vacation periods may be exchanged or changed by RNs when time is available on the posted schedule.

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

At the CCDPH, 20% of the Field FTEs and 20% of the Clinic FTEs may be off on vacation from each District at one time, but a minimum of one Field RN and one Clinic RN.

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

A denial may be grieved thru the grievance procedure starting at Step 2. The Step 2 meeting and answer must be within 5 days of receipt of the grievance. If denied the grievance may be submitted to Step 3 where it will be heard and answered within 15 days of receipt of the grievance.

- D. Whenever possible vacation accruals will be held to five (5) weeks of accumulation. Supervisors may encourage RNs to schedule their vacation time in excess of this 5 weeks, but may not compel RNs to take vacation time without their approval.

Section 7.6 Day Before and After Vacations:

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

**ARTICLE VIII
Welfare Benefits**

Section 8.1 Hospitalization Insurance:

- A. The County agrees to maintain the current level of employee and dependent health benefits that are set forth in Appendix C as revised by this Agreement and specifically described in Appendix C.
- B. Through May 31, 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 toward premiums. 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 maximum contribution of eight dollars (\$8.00) per pay period. All rules and procedures governing the calculation and collection of such contributions shall be established by the County's Department of Risk Management, after consultation with the NATIONAL NURSES ORGANIZING COMMITTEE. All employee contributions for Health Insurance shall be made on a pre-tax basis.

- C. Effective June 1, 2008, employees will pay the following percentages of their base pay for their Hospitalization Insurance:

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

Section 8.2 Sick Pay:

RNs shall accumulate credit for sick leave at the rate of one (1) day a month for each month of service during which the RN is in a pay status for at least fifteen (15) calendar days. Sick leave may be accumulated to a maximum of one hundred fifty (150) working days. Up to the RNs accumulated sick leave credits, an RN prevented from working because of his/her illness or injury (other than occupational illness or injury) or illness in his/her immediate family, as defined in Section 9.1 of Article IX of this Agreement, shall be entitled to receive sick pay for each day the RN otherwise would have worked. Where possible, the health affiliate will reassign RNs working in areas requiring nose, throat and stool cultures who are restricted from working in such areas, and sick leave as provided herein above may be used only when such RNs are not assigned to another area by the health affiliate. Sick leave is not to be used by RNs as vacations or to take time off with pay. Male and Female RNs will be allowed to use sick leave for paternity and maternity leave.

Section 8.3 Disability Benefits:

RNs incurring any occupational illness or injury will be covered by Worker's Compensation insurance benefits. RNs injured or sustaining occupational disease on duty, who are off work as result thereof shall be paid Total Temporary Disability Benefits pursuant to the Workers Compensation Act. Duty Disability and ordinary disability benefits also will be paid to RNs who are participants in the County Employee Pension Plan. Duty disability benefits are paid to the RN by the Retirement Board when the RN is disabled while performing work duties. Benefits

amount to seventy-five percent (75%) of the RNs salary at the time of injury, and begin the day after the date the salary stops. Ordinary disability occurs when a person becomes disabled due to any cause, other than injury on the job. An eligible RN who has applied for such disability compensation will be entitled to receive, on the thirty-first (31st) day following disability, fifty percent (50%) of salary, less an amount equal to the sum deducted for all annuity purposes. The first thirty (30) consecutive days of ordinary disability are compensated for only by the use of any accumulated sick pay and/or vacation pay credits unless the RN and the County otherwise agree. The RN will not be required to use sick time and/or vacation time for any day of duty disability. All of the provisions of this Section are subject to change in conjunction with changes in State laws.

Section 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 RNs with annual statements of their interests therein.

Section 8.6 Dental Plan:

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

Section 8.7 Vision Plan:

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

Section 8.8 Hospitalization – New Hires:

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

Section 8.9 Flexible Benefits Plan:

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

Section 8.10 Insurance Opt-Out:

The insurance opt-out of \$800/year will be paid in one lump sum at the beginning of the fiscal year rather than in bi-weekly installments to eligible employees who opt-out of the Employer's health benefit program. Prior to opting out of such program, the employee must demonstrate to

the Employer's satisfaction that she has alternative healthcare coverage. Any employee electing to opt-out of the Employer's health benefit program may request that in lieu of a payment to the employee, this amount be credited to a medical flexible spending account. Eligible employees who lose their alternative healthcare coverage may enroll in or be reinstated to the Employer's health benefit program. 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 spouses 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 RN, he/she will be granted time off without loss of pay on any of the days which the RN would have worked during the three (3) day period between the date of death and date of burial, or after the date of notice of death if it occurs outside the United States or Canada. An RN who has not completed the probationary period shall not be entitled to any such pay. The immediate family shall include any of the following persons: parents, husband/wife, child (including step-children and foster children), brothers, sisters, grandchildren, grandparents, spouse's parents or such persons who have reared the nurse.

If a RN's vacation is interrupted by a death in the immediate family, emergency leave as described herein shall be allowed, and such days will not be counted as vacation. In cases of bereavement pay, proof of death may be required in the form of a statement from the funeral home, or equivalent.

Section 9.2 Jury Make-Up Pay:

In the event an RN is summoned for jury duty, which includes required reporting for jury when summoned, whether or not the RN is used as a juror, the County shall pay the RN the difference between the amount received for each day's jury service (not including any mileage allowance) and the regular straight-time earnings (including shift differential, if applicable) for the days such RN would have been scheduled to work, but for such jury service. The RN shall notify his/her supervisor promptly upon receipt of the jury summons.

ARTICLE X Leaves of Absence

Section 10.1 Regular Leave:

- A. An RN may be granted a leave of absence without pay by the Department Head, with the written approval of the affiliate's Chief Operating Officer or designee. 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 affiliate's Chief Operating Officer or designee; however, any extensions cannot exceed the eligibility

requirements as stated previously in this Section. An RN desiring a leave of absence shall make written application to his/her immediate supervisor, who will then refer the application to the Department Head. If approved by the Department Head, the application will then be forwarded to the affiliate's Chief Operating officer or designee for consideration. The application shall include the purpose for the leave of absence and the dates of which the leave is requested. An RN granted leave of absence shall be eligible when such leave expires, to receive the salary and the same or comparable position at the time the leave was granted.

- B. Absence from County service on leave without pay for periods in excess of thirty (30) calendar days, all suspensions, time after layoffs for more than thirty (30) calendar days but less than one (1) year, and all absences without leave shall be deducted in computing total continuous service and will effect a change in anniversary date.

Section 10.2 Sick Leave:

RNs absent or expecting to be absent from work due to their illness for any period of intended absence beyond the RNs use of any accumulated vacation days, sick days or compensatory days, are required to request a leave of absence. Applications for sick leaves, or any extensions thereof, shall be handled in the manner specified in Section 10.1 of this Article, and shall not be denied for periods of bona fide disability. RNs shall be granted maternity or paternity leaves of absence to cover periods of pregnancy and post-partum child care. The length of such leave, in general, shall not exceed six (6) months, but may be renewed by the Department Head.

Section 10.3 Seniority on Leave:

An RN on an approved leave of absence shall retain seniority, but shall not accrue pension benefits during such period (except as may be otherwise provided in the County's pension plan). An RN returning from a leave of absence under Section 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 or level of care in which the RN worked prior to commencing such leave, he/she shall be returned thereto. An RN returning from an educational leave under Section 10.9 of this Article shall be returned to the classification and job in accordance with the terms of such leave.

Section 10.4 Retention of Benefits:

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

Section 10.5 Family and Medical Leave:

Under the Family and Medical Leave Act of 1993, an eligible RN may take approved unpaid family and medical leave of up to twelve (12) weeks per rolling twelve (12) month period. An

eligible RN is one who has been employed by the County for at least twelve (12) months and who has worked at least 1250 hours during the twelve month period preceding leave commencement.

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

- A. Upon the birth of the RNs child;
- B. Upon the placement of a child with the RN for adoption or foster care;
- C. When the RN is needed to care for a child, spouse, parent, or parent-in-law who has a serious health condition; or
- D. When the RN is unable to perform the functions of her position because of a serious health condition.

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

1. If an RN has accrued paid sick, personal, paternity, or maternity leave which applies to the reason for the desired leave, such leave must be exhausted before the County will grant unpaid leave under this provision. An RN may, but need vacation as part of an FML. Any such use of that leave or of unpaid maternity or paternity leave also shall be considered family and medical leave and will be deducted from the twelve (12)-week total available under this section and the Family and Medical Leave Act. However, nothing contained in this section diminishes those other leaves.
2. When the need for leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the RN must provide notice in writing at least thirty (30) days prior to the start of the leave or, if these events require leave to begin in less than thirty (30) days, of if the need for the leave is not foreseeable, as soon as practicable.
3. The County may require medical certification to support a claim for leave for the RNs own serious health condition or to care for a seriously ill child, spouse or parent. For the RNs own medical leave, such certification must include a statement that the RN is unable to perform one or more essential functions of his/her position for leave to care for a seriously ill child, spouse or parent, such certification must include an estimate of the amount of time the RN is needed to provide care. At its discretion, but no more frequently than every 45 days, the County may require a second medical opinion and periodic recertification's at its own expense and according to US Department of Labor Rules and Regulations. If the first and second opinions differ, the County, at its own expense, may require the binding opinion of a third health care provider, approved jointly by the County and the RN.

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

Section 10.6 Professional Conventions, Meetings or Workshops:

- A. Whenever the County elects to send RNs as representatives to professional meetings, workshops or conventions, special time off without loss of pay will be granted, and the County will pay their expenses in accordance with its rules and regulations governing such expenses for all employees. Subject to approval of the County, RNs will be allowed time off each year, without loss of salary, for attendance at professional conventions and meetings of allied health and educational groups. Other special time off, with or without loss of pay, may be granted to any RN to attend appropriate meetings, workshops or conventions at the discretion of the County, which will determine if any of the expenses of the meeting will be paid by the County. It is the County's policy to encourage professional employees to enhance their professional competence through attendance at professional meetings, conventions and workshops, and funds are budgeted to allow employees to attend such meetings without loss of pay. Either the County or the NNOC may post notices on bulletin boards about such meetings, and RNs should request paid leave thereof as far in advance as possible. Such requests shall be in writing, and the County shall respond in writing within ten (10) calendar days thereafter as to time off. When more RNs make such requests than the County is willing to approve, RNs will be selected to attend such meetings, conventions and workshops on the basis of 1) the interest of the RN and potential value to the County, 2) the functional role of the RN in the meeting, and 3) the concept of equal opportunity for self-improvement. The County may disapprove requests because it concludes that 1) a particular meeting lacks significant value, 2) RNs have used a disproportionate share of funds budgeted for this purpose, 3) it is impracticable to arrange for the RN to be absent from his/her regular assignment, or 4) the nature of the program only merits a limited attendance.

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

Section 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 NNOC Leave:

RNs who are elected or appointed to full-time positions with the NNOC shall be granted leaves of absence without pay not to exceed one (1) year. Upon application within such year, such leave may be extended by mutual agreement of the NNOC and the County, or the RN shall be returned to work in accordance with Section 10.3 of this Article.

Section 10.9 Educational Leave:

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

**ARTICLE XI
Grievance Procedure**

Section 11.1 The Grievance Procedure:

The parties shall use the following procedure in an effort to resolve any grievances which may arise during the term of the Agreement. It is the intention of both parties to discuss and resolve disputes informally and attempt to settle them at the lowest level possible.

Section 11.2 Policy:

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

Section 11.3 Definitions:

The following definitions apply in this Article:

- A. Grievance -- a dispute concerning the interpretation or application of, or compliance with, any provision of this Agreement. The grievance must be in writing, and should contain a statement of the facts, the contract provision(s) alleged to be violated and the remedy requested. Any omission on the original grievance will be corrected by the NNOC

representative before or during the Step 1 discussion. However, such omissions will not delay the grievance process.

- B. Days -- means calendar days. Whenever a time period is specified, the day of the event or action which commences this period shall not be included in calculating the length of the period. If the last day for acting or responding is a Saturday, Sunday or Bureau Holiday, the period shall be extended to the next day which is not a Saturday, Sunday or Bureau Holiday.

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

Section 11.4 Representation:

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

Section 11.5 Grievance Procedure Steps:

- A. The County will notify NNOC in writing at least monthly of all grievances filed at the Affiliate. When a formal grievance is filed, the County will assign the grievance a number at the Affiliate's Human Resources Department.
- B. The steps and time limits as provided in the County's Grievance Procedure as applicable to RNs 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	10 days	Hospital Director/ Designee	10 days	10 days
3	20 days	Chief of Human Resources/Designee with authority to resolve matter	30 days	30 days
4	30 days	Impartial Third Party	30 days	30 days

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

Section 11.6 Time Limits:

The initial time limit for presenting a grievance shall be thirty (30) days, unless the grievance relates to an error in pay for which the time limit shall be six (6) months. If no meeting is held at Step 1, then the Step 1 response is due within 10 days from submission of the grievance to the immediate supervisor. Time limits may be extended by mutual agreement in writing between the employee and/or the Association and the County. The County will give priority status to third step meetings and responses involving RN terminations.

Section 11.7 Impartial Arbitration:

The NNOC 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. The Union and the County shall meet within 30 days after the effective date of this agreement for the purpose of selecting a permanent panel of 7 arbitrators. Arbitrators will be selected to hear and decide grievances arising under this agreement on a rotating basis. Either party shall have the authority to strike an arbitrator from the permanent panel at any time. The struck arbitrator will proceed on the cases then-currently assigned, but will not receive any new case assignments. In the event that an arbitrator is struck from the panel, the parties shall meet as soon as possible to choose a mutually agreed upon replacement. Nothing herein shall prevent the parties, by mutual agreement, from selecting an arbitrator from outside the panel. The NNOC 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 NNOC. 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 NNOC. His/her decision must be based solely upon his interpretation of the meaning or application of the express relevant language of the Agreement.

Section 11.8 NNOC and County Representatives and Arrangements for Processing Grievances:

A. **NNOC and County Representatives:**

The NNOC will advise the County in writing of the names of its officers, NNOC 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. NNOC Activities:

The County agrees that, to the extent grievance meetings are held during RNs normal working hours, those RNs who are permitted to attend such meetings under the grievance procedure may do so without loss of pay. The County also agrees that during normal working hours NNOC officers and members of its Grievance Committee may transmit to the County written communications of the NNOC, and deliver to the Hospital Director/Designee materials for posting under Section 13.4 of Article XIII. RNs also may solicit NNOC membership on the County's premises, but not during working hours. No type of NNOC activity is to interfere with job performance and responsibility. The County's equipment and supplies are not to be used by the NNOC, except that the County will consider NNOC requests for use of its facilities in holding NNOC meetings. Consent for use of a meeting room for an NNOC meeting will not be unreasonably withheld.

C. Non-Employee Representatives:

Duly authorized representatives of the NNOC will be permitted at reasonable times to enter the Hospitals for purposes of handling grievances, conferring with County personnel and NNOC officers or Grievance Committee persons, or observing conditions under which RNs are working. These are 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 NNOC 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 11.9 Grievance Meetings:

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

Step 3 shall consist of a meeting that is held at least once every thirty (30) days on a prescheduled basis. The parties shall consult with each other at least ten (10) days in advance as to the order of the grievances to be discussed. If the volume of grievances requires additional meetings, additional dates will be agreed upon.

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

Section 11.10 Opportunity to Resign:

At any time prior to the announcement of findings and decision, with the express consent of the employee and the approval of the Hospital Director or designee, or the County Department Head

or designee in the case of other offices who filed the charges, the third step hearing officer may accept the employees resignation in lieu of discharge or suspension.

ARTICLE XII

Continuity of Operation

Section 12.1 No Strike:

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

Should any activity prescribed in Section 12.1 of this Article occur, which the NNOC has or has not sanctioned, the NNOC 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 NNOC;
- (c) Notify the RNs stating that it disapproves of such action instructing all RNs to cease such action and return to work immediately;
- (d) Take such other steps as are reasonably appropriate to bring about observance of the provisions of this Article, including compliance with reasonable requests of the County to accomplish this end.

Section 12.3 Discharge of Violators:

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

Section 12.4 No Lock-Out:

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

Section 12.5 Reservation of Rights:

In the event of any violation of this Article by the NNOC 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
Additional Provisions

Section 13.1 No Discrimination:

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

Section 13.2 Doctor's Statement:

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

Section 13.3 Voluntary Workers:

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

In the event of an unexpected, temporary increase in RN staffing needs which could not have been foreseen by CCDPH, additional work hours would be offered to CCDPH bargaining unit nurses. If more work is needed than bargaining unit nurses are willing to work, RNs in the community may be recruited to volunteer to practice professional nursing to meet this temporary need. Volunteers will not practice professional nursing as limited by law to licensed registered nurses or licensed practical nurses respectively except as provided above for CCDPH.

Section 13.4 Posting & Bulletin Boards:

At Stroger Hospital, the NNOC will have made available to it a mail box in the Human Resources Department. At all other hospitals, Cermak, and JTDC, the NNOC will have a mail box made available for its use. The County also will make bulletin board space available for the use of the NNOC. At Stroger Hospital such bulletin board space shall be in patient areas of the departments or divisions, and at all time-clocks used by nursing personnel, and at Oak Forest Hospital the bulletin board space shall be outside the nursing office and at places utilized for posting employee job opportunities; at Cermak, the bulletin board space shall be near the major time clock and at the staff stations in units 4, 10 and 11; at JTDC such bulletin board space shall be in the nursing station room; at Provident, such bulletin board space shall be in the locker rooms; at the CORE Center, postings will be placed on the employee information bulletin board outside the all-staff mailroom; and throughout ACHN and CCDPH bulletin board space shall be made available in the general work area outside of patient care areas. The NNOC will be permitted to post on these bulletin boards notices of a non-controversial nature, but only after submitting them to the affiliate's designee for approval. There shall be no posting by RNs of notices or other kinds of literature on the County's property other than herein provided. No distributions by RNs shall be made during their working hours, not including rest periods and lunch periods. The health facilities' supplies or equipment are not to be used for any NNOC publication or announcements; however, the facilities will permit the NNOC to use their audio-visual equipment for educational programs of the NNOC held on the premises of the health facilities, provided the scheduling of its use is consistent with other needs of the facilities.

Section 13.5 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 13.6 Tuition Reimbursement and Certification:

- A. The County will reimburse RNs for one hundred percent (100%) of the cost of tuition and mandatory fees for up to three (3) approved educational courses per session. Upon application by the RN in advance, the affiliate will promptly approve courses leading to a nursing or nursing-related degree, and that relate to the RNs work for the County.
- B. Courses must be offered by an accredited or State-approved institution sponsored by the affiliate. 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 affiliate.
- C. Retroactive to December 1, 1990 RNs who satisfactorily complete a nationally recognized nursing certification exam or who are re-certified will be reimbursed for the fee of taking the exam.

Section 13.7 Parking and Protection:

- A. The County will endeavor to provide adequate parking and security services for the protection of RNs and their property. In so doing, the County will permit RNs who work

during the evening and night shifts at Cook County Hospital to use the Stroger Hospital Garage to the extent that space is available given the total number of employees and spaces. A security officer will be on duty during the end of the evening shift and beginning of the night shift at Cook County Hospital, Provident, JTDC, and Cermak. The NNOC will be given notification of at least two (2) months in advance of the County's intent to close any lot. All RNs will be provided with security escorts to their cars upon request during hours of darkness at Cook County Hospital and Provident. The County will make payroll deduction available at Cook County for parking fees.

- B. When RNs have problems or complaints about assignment of parking space, the NNOC may take up the matter with the Parking Coordinator, who will disclose all relevant information.
- C. The parties understand that it is the County's intention to use existing parking lots for its construction of the new Stroger Hospital. At least two (2) months prior to the closure of any lot, a meeting will be scheduled between the Director of Human Resources, the Manager of Parking, and the NNOC Parking Committee to discuss available parking alternatives. During the construction phase, the County will make as many parking spaces available, at reasonable cost according to market conditions, to RNs who have such as of July 1, 1996, as is reasonable given the total number of spaces available, based on seniority. To the extent reasonable, once the construction is completed, every RN who had parking as of July 1, 1996 will have parking available to her. To the extent that additional spaces become available for RN use, they will be assigned in waiting list order.
- D. The County will work with the Cook County Hospital Security Department to set up a fair parking system. A joint committee will be established to study parking problems at Stroger Hospital and to develop recommendations.
- E. At Provident Hospital of Cook County the Hospital has authorized parking in the garage for all RNs.

Section 13.8 Residence Rooms and Lounges:

RNs who remain at the health affiliate 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 affiliate either will permit RNs to use available lounge facilities or endeavor to provide other lounge areas for its RNs.

Section 13.9 Supplies:

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

Section 13.10 Administration Support:

RNs who encounter difficulties with the County's personnel in carrying out County policies upon request will be furnished with a copy of any available written statement of the policy in

question. The County will give all reasonable support to any such RN in carrying out the County's policies, and will evidence to the RN that such support has been provided. Each RN will have available to her a registered nurse administrator for consultation purposes, which may include professional and clinical issues. No clinical/practice related disciplines will be issued to an RN by a non-nursing administrator without the review of a nursing administrator. Prior to the issuance of clinical/practice related discipline, a non-nursing manager/administrator is encouraged to consult with a nursing administrator.

Section 13.11 Non-Nursing Duties:

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

Section 13.12 Nursing Assignments:

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

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

Each unit and the ACHN are responsible to keep a record of the RNs rotational floating turns. Floating for any part of a shift counts as a turn and turns will be rotated among its RNs or each unit and in the ACHN as equitably as reasonable. An RN shall not be floated more than once per shift except that an RN in the NICU on a shift of more than 8 hours may be floated a second time in her shift.

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

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

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

C. All floating assignments must be appropriate to the RN's skill level at the time of the float. Floating only will occur within the following designated clinically-related areas unless the RN has been cross-trained to or has experience in another area, or in the case of an unforeseen emergency:

1. **John H. Stroger, Jr. Hospital**

- Cluster 1 Adult Emergency Room (including the Emergency Department Observation Unit), Pediatric Emergency Room
- Cluster 2 Critical Care within Critical Care (including the Trauma Observation unit)
- Cluster 3 Perioperative Services (including Operating Room, Pre-Procedure Evaluation (Clinic)), Endoscopy, Cardiac Catheterization Lab, PACU, and Same Day Surgery/Holding Area
- Cluster 4 NICU, PICU, PEDS
- Cluster 5 Obstetrics: L&D, Ante and Post Partum, GYNE, Nursery
- Cluster 6 Medical/Surgical: 6E, 6W, 6S, 7E, 7W, 7S, 8E, 8W, and 8S

2. **Provident Hospital**

- Cluster 1 Emergency Room, Medical/Surgical/Telemetry, Recovery Room (except that Medical Surgical/Telemetry will not float to Recovery Room)
- Cluster 2 Radiology, Recovery Room
- Cluster 3 Operating Room, Same Day Surgery, Recovery Room

3. **Oak Forest Health Center**

- Cluster 1 Immediate Care within Immediate Care
- Cluster 2 Perioperative within Perioperative (DSU, Endoscopy, OR, PACU)

When it is determined there is a need to float, management will use its best efforts to minimize floating by impacting the least amount of Patient Care units.

4. **ACHN**

ACHN RNs may be floated only within the following clusters:

<u>South</u>	<u>South Suburban</u>	<u>West</u>
Sengstacke	Oak Forest	Prieto
Near South	Robbins	Logan
Englewood	Woody Winston	Cicero
Woodlawn	Cottage Grove	Austin
		Palatine
		Morton East
		Specialty Care Center*
		Fantus*
		Child Advocacy Center

*Fantus RNs will only be required to float within Fantus and between Fantus and the Specialty Care Center, and other RNs in the West cluster, except for those in the Specialty Care Center, will not be required to float to Fantus.

5. **CCDPH**

Cluster 1	Field within Field
Cluster 2	Clinic within Clinic
Cluster 3	Specialty within Specialty
Cluster 4	TB within TB

6. **Cermak and JTDC**

Cermak within Cermak

JTDC within JTDC

The County will not assign based on gender unless directed to do so by DOC.

CN II's shall not be floated unless they are working overtime or there is more than one CN II on the unit. If two or more CN II's are on the unit at the same time, the CN II not functioning as a charge nurse on her unit/clinic may be floated on a rotational basis with the CN I's on her unit/clinic for that shift.

D. Temporary shortages (normally of 3 months or less) in the CCDPH, ACHN and CORE Center clinics will be covered in the following order:

1. In-house registry if and when such is established;
2. Voluntary overtime/comp time by CCDPH, ACHN RNs in the same cluster or Specialty, and CORE Center RNs will be distributed equitably as is reasonable;
3. Voluntary overtime/comp time by CORE Center, CCDPH and ACHN RNs in other clusters to be distributed as equitably as is reasonable; and

4. CORE Center, CCDPH, and ACHN RNs will float as follows:
- (a) Volunteers will first be solicited to float. If no one volunteers, RNs will be floated on a rotating basis starting with the least senior ACHN RN in the cluster and the least senior CORE Center RN.
 - (b) When the need is known in advance, the County will float the appropriate RN as soon as is reasonable and before the beginning of the work period.
 - (c) The floating will not exceed four (4) weeks, unless the RN volunteers for an extension.
 - (d) An RN will not be floated to more than one site in a regular work day, to the extent reasonable.
 - (e) When an RN must travel from her home clinic to another clinic during the course of a work day, the RN will be reimbursed for the use of her personally-owned automobile on the basis of miles driven or other transportation, in accordance with the Cook County Travel and Transportation Expense Reimbursement Policy.

Section 13.13 In-Service Education:

The health facilities will submit to the NNOC a description of eligible in-service education programs to be evaluated for Continuing Education Units. The health facilities will post a timely list of such programs, including the C.E.U. rating, at all places where job openings are posted under Article IV, Section 4.4, of this Agreement. In-service programs will be provided during each year of this Agreement so that each RN will be afforded a chance to attend a program or be granted paid leave as specified in Article X, Section 10.6, of this Agreement. RNs will be considered to have been afforded such programs if an available chance to attend is posted on the bulletin boards provided in Article XIII, Section 13.4, of this Agreement. In-service education will include content on latex allergy awareness.

Section 13.14 Safety Committee:

The County will make every reasonable effort to maintain a safe environment in all its facilities and to reduce hazards. As part of this effort, the County will provide information and training to RNs on communicable illnesses and diseases to which they may have routine exposure. RNs are encouraged to bring their concerns about potential or actual hazards to the attention of their supervisor or supervisor's designee. The County will seek to repair or remove such hazards as quickly as practical after learning of the problems.

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

At each health affiliate, and at the JTDC, the County will maintain a Safety Committee which shall meet regularly and consider guidelines for the improvement of occupational health and safety. At CCDPH, this committee shall determine the most appropriate strategies to maximize

the safety of RNs on field assignments. The NNOC may appoint two (2) representatives to such Committees. Nursing Representatives will be informed of the schedule of meetings and every practical effort will be made to assure their attendance. Safety committee representatives attending meetings during their regular work time shall be paid for attending such meetings.

Section 13.15 Code Blue:

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

Section 13.16 Orientation:

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

Section 13.17 Outside Nurses' Registry:

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

Section 13.18 CCDPH Uniforms:

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

Section 13.19 Assistive Workers:

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

1. The job description developed by Nursing Administration with input from NNOC will:
 - (a) Be consistent with the Illinois Nursing Act;
 - (b) Both define and limit the function of those who assist in the practice of nursing; and
 - (c) Be used as the basis for evaluating the assistive worker.
2. Prior preparation will be reviewed by Nursing Administration to determine whether such preparation meets the requirements of the job. It will be supplemented with additional

education by RNs as necessary and the assistive workers will be oriented by registered nurses.

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

Section 13.20 Americans with Disabilities Act (ADA):

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

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

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

Section 13.21 New Graduates:

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

Section 13.22 Staffing Needs Assessment:

In addition to any patient classification system in use by the County, the nursing supervisor will consider any input from the nurse in charge, and will assess the data when determining staffing needs. These determinations are appropriate subjects for discussion at meetings of the Professional Practice Committee described in Article XV.

Section 13.23 End of Shift Report:

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

Section 13.24 Cell Phones:

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

Section 13.25 Collective Bargaining Agreement Printing:

Upon approval of the collective bargaining agreement by the Cook County Board, any and all cost related to the printing of the Agreement for NNOC members shall be at the NNOC's expense. Management may opt to purchase, at NNOC's cost, copies of the agreement or may opt to have the Agreement printed by the Cook County Digital Graphics Department.

Section 13.26 Healthcare Policies:

The County will notify RNs of applicable healthcare policy changes and their implementation dates, and RNs may be asked to acknowledge in writing their receipt of same. The County will answer RN questions about such changes, and provide training on them as well as a copy of the policy if an RN so requests. All applicable healthcare policies issued after the effective date of this Agreement will contain an author and effective date, and will be accessible on the unit/district office/affiliate or/and on the intra-net.

Section 13.27 Time Records:

The County and the NNOC agree on the importance of resolving time worked and payroll problems. To this end, nurses will have access to their time records. Nurses will submit a description of their time/payroll discrepancies to their supervisors, the timekeeper and, if applicable, to the divisional director. All parties will make every practical effort to resolve documented discrepancies within a reasonable period. When Cook County develops a new timekeeping system, it will be willing to promptly discuss its implications at the Labor Management meeting.

**ARTICLE XIV
In-House Registry**

Section 14.1 In-House Registry Agreement:

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

*Hourly Rate: Effective FFPP on or after Board approval of this Agreement, In-House Registry RNs' hourly rate shall be increased to \$37.50. Effective on that same date, the hourly rate shall be increased by \$1.50 for all hours that an In-House Registry RN works outside of the RN's cluster. In-House Registry RNs hired after the ratification of this agreement may be hired to float among County Affiliates and shall be paid \$40 per hour for all hours worked. All current In-House Registry RNs who agree to float among Affiliates also shall be paid \$40.00 per hour for all hours worked.

Shift Differential:
P.M.'s \$ 2.25/hr.
Nights \$ 2.50/hr.

Weekend Differential: \$ 2.75/hr.
(All Shifts)

Critical Care & Operating Room Differential: 0.35/hr.

Temporary Assignment: \$ 1.75/hr.

*In-house registry nurses are not eligible for wage increases or bonuses described earlier.

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

An RN shall be paid time and one-quarter the regular hourly rate for all hours worked on a holiday as defined in Article VI, Section 6.1.

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

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

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

5. Unit Based In-House Registry RNs

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

In the event there is not a staffing need on another unit within the division, the nurse will be assigned to a unit outside the Division in consideration of patient care needs, the skills and abilities of the nurse. If there is no staffing need for the nurse within the Department, the nurse will be cancelled no less than two (2) hours prior to the start of the shift. Should this occur after the nurse has reported for work, she/he shall be paid for two (2) hours.

6. Affiliate Floating In-House Registry RNs

- 6.A. Affiliate Floating In-House Registry Floating RNs who are paid at the rate of \$40.00 shall work a minimum of two shifts per pay period. Work is not to exceed 64 hours per pay period, except in the case of urgent need. In-House Registry RNs in this category can be exempt from the above working requirements for a period, provided that a written request is made two weeks in advance for the desired exempt period. In-House Registry RNs in this category shall be scheduled for four (4) weekend shifts per month, unless an RN's schedule hours are so low that it is impractical. RNs will be scheduled for four (4) holidays (2 major and 2 minor) and two (2) special occasions' days per year at management's option.
- 6.B. In-House Registry Floating RNs will not be sent to units in which unit RNs have been low censused. If there is not a staffing need for the RN, the RN will be canceled no less than two (2) hours prior to the start of the shift. Should this occur after the RN has reported for work, the RN shall be paid for two (2) hours.

- 7. Seniority will be based on the date of hire into the In-House Registry Program. In-House Registry seniority may be used only in relation to other In-House Registry RNs. Regular full and part-time nurses who join the In-House Registry Program shall have their County seniority frozen at that time. Accrued compensatory time and vacation shall be redeemed for payment.

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

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

Department of Nursing has oriented them. RNs must meet the competencies of the cluster to which they are assigned.

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

Art. III	Sect. 3.2D and E, 3.3, 3.5, 3.7, 3.8
Art. IV	Sect. 4.1, 4.2 and 4.12
Art. V	Sect. 5.1, 5.2, 5.3, 5.4, 5.6, 5.7, 5.8, 5.9, 5.10, 5.12
Art. VI	All
Art. VII	All
Art. VIII	All
Art. IX	All
Art. X	All (except FMLA will apply if the RN is eligible)
Art. XIII	Sect. 13.6

10. The NNOC will designate an individual to represent it on matters concerning the Registry, including working out further details of scheduling and procedures.
11. Full-time and part-time RNs will have first option to apply for the "In-House Registry."
12. It is the parties' understand that the In-House Registry program is not intended to replace regular full and part-time nurses within the system. 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 Professional Practice Committee

Section 15.1 Establishment of Committee:

A Professional Practice Committee ("PPC") shall be established at each affiliate. The PPC may recommend objective measures to improve patient care as well as the health and safety of RNs. The Bureau will consider such written PPC recommendations, provide written responses within 30 days of receipt of written recommendations (or such additional time as may be mutually agreed upon), and will advise the PPC of any actions taken in response to those recommendations.

An affiliate's PPC shall be composed of up to one RN for every 100 RNs employed at the affiliate, but a minimum of two RNs. However, the minimum number of RNs at Stroger shall be 10; at Provident and Oak Forest Hospitals, ACHN, and CCDPH, the minimum shall be 3. The PPC members shall be elected by the RNs in each affiliate, and the results shall be communicated in writing to the affiliate's Chief Nursing Officer ("CNO"), or designee.

Section 15.2 Meetings and Objectives of the Committee:

The PPC shall schedule meetings, not to exceed two hours per month on paid release time. The PPC shall submit a schedule of such meetings in writing to the CNO at least one month in

advance of the meeting. Only an emergency will prevent an RN from being released to attend the meeting. The PPC may request meetings with the affiliate's CNO or designee.

The PPC's objectives shall be to:

1. Consider constructively the professional practice of RNs;
2. Work constructively for improved patient care and nursing practice;
3. Recommend to the affiliates CNO ways to improve patient care;
4. Identify where, in the PPCs opinion, a critical RN staffing shortage exists and make recommendations to the affiliate's CNO regarding same, as well as investigate RN staffing complaints; and
5. Consider constructively the improvement of safety and health conditions that may be hazardous to RNs and patients.

Section 15.3 Information Requests:

Reasonable PPC requests for staffing or other pertinent information will be provided to the PPC in a timely manner. Some information may be redacted to protect patient confidentiality as required by law. The CNO or designee may request to meet with the PPC to discuss an information requests.

Section 15.4 Professional Responsibility:

It is also understood and affirmed that professional RNs have responsibilities to patients that transcend some aspects of the usual employment relationship. RNs will not be expected to ignore these responsibilities or the Code of Ethics of their profession.

Section 15.5 Reservation of Rights:

These solutions and programs will not contradict language in this contract and will not preclude nurse representatives from exercising their rights under other provisions of this contract.

Section 15.6 Assignment Despite Objection:

An RN who submits a written assignment despite objection from ("ADO") shall receive a response from a nursing administrator within five business days.

**ARTICLE XVI
Nursing Process Standards**

Both the NNOC and the Bureau recognize that a Registered Nurse is responsible for applying the nursing process as follows:

1. Formulates a nursing diagnosis through observation of the patient's physical condition and behavior, and through interpretation of information obtained from the patient and the others, including the health team.

2. Formulates a care plan, in collaboration with the patient, which ensures that direct and indirect nursing care services provide for patient's safety, comfort, hygiene, and protection, and for disease prevention and restorative measures.
3. Performs skills essential to the kind of nursing action to be taken, explains the health treatment to the patient and family, and teaches the patient and family how to care for the patient's health needs.
4. Assigns or delegates tasks to other caregivers based on the legal scope of practice of those caregivers and on the preparation and capability needed in the tasks to be assigned or delegated, and provides clinical supervision of those caregivers.
5. Evaluates the effectiveness of the care plan through observation of the patient's physical condition and behavior, signs and symptoms of illness, and reactions to treatment through communications with the patient and health team members, and modifies the plan as needed.
6. Acts as the patient's advocate, as circumstances require, by initiating action to improve health care or to change decisions or activities which are against the interest or wishes of the patient and by giving the patient the opportunity to make informed decisions about health care before it is provided.

ARTICLE XVII
Patient Staffing

Section 17.1 General Principles:

- A. Each affiliate shall have a staffing method based on assessment of patient needs which if applicable shall be in conformance with the accreditation requirements of the Joint Commission on Accreditation of Hospital Organizations (JCAHO) and the Illinois Nursing and Advanced Nursing Practice Act (225 ILCS 65) of the Illinois Compiled Statutes, including any applicable amendment.
- B. Each affiliate shall maintain a method of determining staffing requirements for each patient unit, and shift, as appropriate.
- C. The method will be adhered to in all areas to which it is applicable, and for patient care areas such as Ambulatory Care Health Network (ACHN), CORE Center, Cermak, JTDC and CCDPH equivalent or appropriate methods of assessing staffing needs will be maintained. In the event the scheduled staffing is insufficient to meet the specific levels called for by the method, the affiliate will make every reasonable effort to meet the staffing levels. Should persistent shortages be identified, the affiliate will take reasonable steps to provide safe patient care.
- D. The staffing method, with full information summarizing or explaining the method, will be provided to the PPC, upon request. The PPC shall be notified of any changes in the method prior to the implementation of the changes. Nursing Administration will meet with the PPC upon request to discuss the method.

- E. As a general practice, newly hired RNs will not be counted in the regular staffing complement during orientation or portions thereof as designated in advance, provided that the affiliate shall determine the duration and scope of orientation to be given, based upon the RN's prior experience and/or training. Exceptions to this general practice may occur. Such exceptions shall not be unreasonably made. Within ninety (90) days of ratification of the Agreement, the affiliate shall, upon request, make available for review by NNOC, its orientation practices relative to newly hired RNs, if those practices have changed since the affiliate's last submission and subsequently if the affiliate changes these practices.

Section 17.2 Acute Care Setting:

- A. In the Acute Care setting, an RN shall directly provide, the initial assessment of a patient admitted to a patient care area as outlined in the Bureau policies;
- B. Ongoing patient assessments, which shall be performed and documented in the patient's medical record for each shift and upon receipt of the patient when he/she is transferred to another patient care area. An RN may assign to an LPN the collection of data in accordance with the LPN Scope of Practice;
- C. The planning, supervision, implementation, and evaluation of the nursing care provided to each patient. The implementation of nursing care may be delegated by the RN responsible for the patient to other licensed nursing staff, or may be assigned to unlicensed staff, subject to any limitation of their licensure, certification, level of validated competency, or scope of practice;
- D. The assessment, planning implementation, and evaluation of patient education, including ongoing discharge teaching of each patient. Any assignment of specific patient education tasks to patient care personnel shall be made by the RN responsible for the patient.

Section 17.3 Procedural Sedation:

Consistent with JCAHO, the Illinois Nursing and Advanced Nursing Practice Act, and the American Society of Anesthesiologists (ASA), RNs managing the care of patients receiving procedural sedation and/or sedation/anesthesia shall not leave the patient unattended or engage in tasks that would compromise continuous monitoring of the patient by the Registered Nurse.

Section 17.4 Resolution of Staffing Disputes:

- A. Disputes concerning Sections 17.1., through 17.3 above, which are not resolved, shall be submitted to a Special Review Panel for final resolution, provided such submission is presented in writing within thirty (30) days.
- B. The Special Review Panel shall consist of two members, one (1) selected by NNOC and one (1) selected by the affiliate's CNO or designee. The Special Review Panel shall meet within fourteen (14) calendar days after receipt of the above written submission. If after meeting and discussing any dispute under this Article either party wishes to select a mediator under paragraph E. below, they may do so and the parties shall cooperate to meet with the mediator as soon as practical.

- C. In reaching a resolution, the Special Review Panel must take into consideration area standards regarding staffing, State and Federal laws, and any other relevant information presented by the parties.
- D. Any resolution of the Special Review Panel, must be consistent with state and federal legislation prescribing staffing levels and ratios, and the special Review Panel shall have no jurisdiction to fashion any remedy that imposes an obligation on any hospital which exceeds, or is inconsistent with, the requirements of Illinois department of Public Health or any other State or Federal law.
- E. Arbitrators on the permanent panel may also be used as mediators in the event that a dispute arises under Sections 17.1 through 17.3 above regarding patient staffing that cannot be resolved by the parties. Upon request of the parties, the mediator may render an advisory opinion regarding resolution of such a dispute.

Section 17.5 Safe Patient Lift:

CCHHS shall continue its Safe Patient Handling Committee which will meet at least quarterly and include one representative from each Affiliate that is designated by NNOC. The goal of the Committee shall be to enable CCHHS to abide by applicable law, including but not limited to the Illinois Safe Patient Handling Act and to discuss safe patient lift issues and explore ways to eliminate injuries.

ARTICLE XVIII

Duration

Section 18.1 Term:

This Agreement shall become effective upon NNOC ratification and approval by the Cook County Board of Commissioners 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 day's written notice of cancellation thereafter.

Section 18.2 Notice:

Any notice under this Agreement shall be given by registered or certified mail; if by the NNOC, then one such notice shall be addressed to the President, Board of Cook County Commissioners, Room 500, with a copy to the County's Chief, Bureau of Human Resources, Room 840, and both addressed to 118 North Clark Street, Chicago, Illinois; or if by the County, then such notice shall be addressed to the NNOC'S Executive Administrator at 850 W. Jackson, Suite 750, Chicago, Illinois 60603. Either party may, by like written notice, change the address to which notice to it shall be given.

Signed and entered into this 10 day of July, 2012.

JUL 10 2012

COUNTY OF COOK:

COM _____

BY: Toni Preckwinkle
TONI PRECKWINKLE, COOK COUNTY BOARD PRESIDENT

ATTEST: David Orr
DAVID D. ORR, COOK COUNTY CLERK

UNION: NATIONAL NURSES ORGANIZING COMMITTEE

BY: Rose Ann Demoro
ROSE ANN DEMORO, EXECUTIVE DIRECTOR

BY: Jan Rodolfo, RN
JAN RODOLFO, RN, NNOC MIDWEST DIRECTOR

BY: Leslie Curtis
LESLIE CURTIS, NNOC LEAD NEGOTIATOR

BY: Malcolm Thornton
MALCOLM THORNTON, LABOR REPRESENTATIVE

BY: RN NEGOTIATING COMMITTEE

Renee ... Francesca Nwora - Akpor RN BSN, MS

Kathy A. McKinney RN Rachelle Newborn RN

Maria Bagge RN, WHNP-BC, MS Patricia Taylor RN BSN

Sharon McNeil BSN, RN Joshy ... RN

COM: _____

APPENDIX A

National Nurses Organizing Committee

<u>JOB CODE</u>	<u>GRADE</u>	<u>TITLE</u>
1941	FA	Clinical Nurse I
1951		Registered Nurse I
1942	FB	Clinical Nurse II
1971		Public Health Nurse I
1953		Registered Nurse III
1980	FC	Instructor
1943		Nurse Clinician
1972		Public Health Nurse II
1981	FD	Instructor Senior
1982	FE	Master Instructor
1944		Nurse Epidemiologist
1973		Public Health Nurse III
3990	FF	APN Nurse Practitioner
3991	FF	APN Clinical Nurse Specialist
3998	FF	APN Nurse Practitioner (As Req.)
3992	FF	APN Certified Registered Nurse Midwife
3996	FF	PHN IV (APN – Nurse Practitioner)
3997	FF	APN Certified Registered Nurse Midwife (As Req.)
3999	RG1	In-House Registry Nurse

Effective January 1, 2011

**SCHEDULE II
BUREAU OF HUMAN RESOURCES
NURSING COMPENSATION PLAN
UNION**

<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>13th^{***} Step</u>
FA*	Hourly 26,133	26,758	27,595	28,485	29,552	30,570	31,694	32,963	34,270	35,255	37,358	39,581	40,364
	Bi-weekly 2,090.64	2,140.64	2,207.60	2,278.80	2,364.16	2,445.60	2,535.52	2,637.04	2,741.60	2,820.40	2,988.64	3,166.48	3,229.12
	Annual 54,357	55,657	57,398	59,249	61,468	63,586	66,924	68,563	71,282	73,330	77,705	82,328	83,957
FB*	Hourly 27,533	28,293	29,267	30,396	31,368	32,475	33,443	34,520	35,881	36,940	39,147	41,480	42,301
	Bi-weekly 2,202.64	2,263.44	2,341.36	2,431.68	2,509.44	2,598.00	2,675.44	2,761.60	2,870.48	2,955.20	3,131.76	3,318.40	3,384.08
	Annual 57,269	58,849	60,875	63,224	65,245	67,548	69,561	71,802	74,632	76,835	81,426	86,278	87,986
FC*	Hourly 29,267	30,173	31,065	32,104	33,138	34,148	35,246	36,298	37,678	38,791	41,107	43,562	44,428
	Bi-weekly 2,341.36	2,413.84	2,485.20	2,568.32	2,651.04	2,731.84	2,819.68	2,903.84	3,014.24	3,103.28	3,288.56	3,484.96	3,554.24
	Annual 60,875	62,760	64,615	66,776	68,927	71,028	73,312	75,500	78,370	80,685	85,503	90,609	92,410
FD*	Hourly 30,839	32,250	33,781	34,987	36,380	37,779	39,170	40,552	42,075	43,333	45,921	48,666	49,632
	Bi-weekly 2,467.12	2,580.00	2,702.48	2,798.96	2,910.40	3,022.32	3,133.60	3,244.16	3,366.00	3,466.64	3,673.68	3,893.28	3,970.56
	Annual 64,145	67,080	70,264	72,773	75,670	78,580	81,474	84,348	87,516	90,133	95,516	101,225	103,235
FE*	Hourly 32,963	33,964	34,987	36,380	37,779	39,170	40,552	41,903	43,515	44,804	47,488	50,332	51,332
	Bi-weekly 2,637.04	2,717.12	2,798.96	2,910.40	3,022.32	3,133.60	3,244.16	3,352.24	3,481.20	3,584.32	3,799.04	4,026.56	4,106.56
	Annual 68,563	70,645	72,773	75,670	78,580	81,474	84,348	87,158	90,511	93,192	98,775	104,691	106,771
FF*	Hourly 34,148	35,520	36,892	38,188	39,558	40,901	42,183	43,970	45,264	46,386	47,971	50,844	51,854
	Bi-weekly 2,731.84	2,841.60	2,951.36	3,055.04	3,164.64	3,272.08	3,374.64	3,517.60	3,621.12	3,710.88	3,837.68	4,067.52	4,148.32
	Annual 71,028	73,882	76,735	79,431	82,281	85,074	87,741	91,458	94,149	96,483	99,780	105,756	107,856

*RECEIVE AN ADDITIONAL FORTY DOLLARS (\$40.00) PER MONTH FOR A BACHELOR'S DEGREE; AN ADDITIONAL EIGHTY DOLLARS (\$80.00) PER MONTH FOR A MASTERS DEGREE FOR THOSE EMPLOYEES WHO WERE RECEIVING IT PRIOR TO DECEMBER 1, 1980.

**NOT ELIGIBLE FOR ADDITIONAL COMPENSATION FOR A BACHELOR'S OR MASTER'S DEGREE

Effective June 1, 2012

**SCHEDULE II
BUREAU OF HUMAN RESOURCES
NURSING COMPENSATION PLAN
UNION**

<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>13th Step</u>
FA*	Hourly 27,113	27,761	28,630	29,553	30,660	31,716	32,883	34,199	35,555	36,577	38,759	41,065	41,878
	Bi-weekly 2,169.04	2,220.88	2,290.40	2,364.24	2,452.80	2,537.28	2,630.64	2,735.92	2,844.40	2,926.16	3,100.72	3,285.20	3,350.24
	Annual 56,395	57,743	59,550	61,470	63,773	65,969	68,397	71,134	73,954	76,080	80,619	85,415	87,106
FB*	Hourly 28,565	29,354	30,365	31,536	32,544	33,693	34,697	35,815	37,227	38,325	40,615	43,036	43,887
	Bi-weekly 2,285.20	2,348.32	2,429.20	2,522.88	2,603.52	2,695.44	2,775.76	2,865.20	2,978.16	3,066.00	3,249.20	3,442.88	3,510.96
	Annual 59,415	61,056	63,159	65,595	67,692	70,081	72,170	74,495	77,432	79,716	84,479	89,515	91,285
FC*	Hourly 30,365	31,304	32,230	33,308	34,381	35,429	36,568	37,659	39,091	40,246	42,649	45,196	46,094
	Bi-weekly 2,429.20	2,504.32	2,578.40	2,664.64	2,750.48	2,834.32	2,925.44	3,012.72	3,127.28	3,219.68	3,411.92	3,615.68	3,687.52
	Annual 63,159	65,112	67,038	69,281	71,512	73,692	76,061	78,331	81,309	83,712	88,710	94,008	95,876
FD*	Hourly 31,995	33,459	35,048	36,299	37,744	39,196	40,639	42,073	43,653	44,958	47,643	50,491	51,493
	Bi-weekly 2,559.60	2,676.72	2,803.84	2,903.92	3,019.52	3,135.68	3,251.12	3,365.84	3,492.24	3,596.64	3,811.44	4,039.28	4,119.44
	Annual 66,550	69,595	72,900	75,502	78,508	81,528	84,529	87,512	90,798	93,513	99,097	105,021	107,105
FE*	Hourly 34,199	35,238	36,299	37,744	39,196	40,639	42,073	43,474	45,147	46,484	49,269	52,219	53,257
	Bi-weekly 2,735.92	2,819.04	2,903.92	3,019.52	3,135.68	3,251.12	3,365.84	3,477.92	3,611.76	3,718.72	3,941.52	4,177.52	4,260.56
	Annual 71,134	73,295	75,502	78,508	81,528	84,529	87,512	90,426	93,906	96,687	102,480	108,616	110,775
FF*	Hourly 35,429	36,852	38,275	39,620	41,041	42,435	43,765	45,619	46,961	48,125	49,770	52,751	53,799
	Bi-weekly 2,834.32	2,948.16	3,062.00	3,169.60	3,283.28	3,394.80	3,501.20	3,649.52	3,756.88	3,850.00	3,981.60	4,220.08	4,303.92
	Annual 73,692	76,652	79,612	82,410	85,365	88,265	91,031	94,888	97,679	100,100	103,522	109,722	111,902

*RECEIVE AN ADDITIONAL FORTY DOLLARS (\$40.00) PER MONTH FOR A BACHELOR'S DEGREE; AN ADDITIONAL EIGHTY DOLLARS (\$80.00) PER MONTH FOR A MASTERS DEGREE FOR THOSE EMPLOYEES WHO WERE RECEIVING IT PRIOR TO DECEMBER 1, 1980.

**NOT ELIGIBLE FOR ADDITIONAL COMPENSATION FOR A BACHELOR'S OR MASTER'S DEGREE

Effective November 30, 2012

**SCHEDULE II
BUREAU OF HUMAN RESOURCES
NURSING COMPENSATION PLAN
UNION**

GD	Min Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	8th Step	9th Step	10th Step	11th Step	12th** Step	13th*** Step	14th Step
FA*	Hourly	27,113	27,761	28,630	29,553	31,716	32,883	34,198	35,555	36,577	38,759	41,065	41,878	42,297
	Bi-weekly	2,169.04	2,220.88	2,290.40	2,364.24	2,537.28	2,630.64	2,735.92	2,844.40	2,926.16	3,100.72	3,285.20	3,350.24	3,383.76
	Annual	56,395	57,743	59,550	61,470	63,773	68,397	71,134	73,954	76,080	80,619	85,415	87,106	87,978
FB*	Hourly	28,565	29,354	30,365	31,536	32,544	33,693	34,997	37,227	38,325	40,615	43,036	43,887	44,326
	Bi-weekly	2,285.20	2,348.32	2,429.20	2,522.88	2,603.52	2,695.44	2,775.76	2,865.20	2,978.16	3,249.20	3,442.88	3,510.96	3,546.08
	Annual	59,415	61,056	63,159	65,595	67,692	70,081	72,170	74,495	77,432	84,479	89,515	91,285	92,198
FC*	Hourly	30,365	31,304	32,230	33,308	34,381	35,429	36,568	39,091	40,246	42,649	45,196	46,094	46,555
	Bi-weekly	2,429.20	2,504.32	2,578.40	2,664.64	2,750.48	2,834.32	2,925.44	3,127.28	3,219.68	3,411.92	3,615.68	3,687.52	3,724.40
	Annual	63,159	65,112	67,038	69,281	71,512	73,692	76,061	78,331	81,309	88,710	94,008	95,876	96,834
FD*	Hourly	31,995	33,459	35,048	37,744	39,196	40,639	42,073	43,653	44,958	47,643	50,491	51,493	52,008
	Bi-weekly	2,559.60	2,676.72	2,803.84	2,903.92	3,019.52	3,135.68	3,251.12	3,365.84	3,492.24	3,811.44	4,039.28	4,119.44	4,160.64
	Annual	66,550	69,595	72,900	75,502	78,508	81,528	84,529	87,512	90,798	99,097	105,021	107,105	108,177
FE*	Hourly	34,199	35,238	36,299	37,744	39,196	40,639	42,073	45,147	46,484	49,269	52,219	53,257	53,790
	Bi-weekly	2,735.92	2,819.04	2,903.92	3,019.52	3,135.68	3,251.12	3,365.84	3,477.92	3,611.76	3,941.52	4,177.52	4,260.56	4,303.20
	Annual	71,134	73,295	75,502	78,508	81,528	84,529	87,512	90,426	93,906	102,480	108,616	110,775	111,883
FF*	Hourly	35,429	36,852	38,275	39,620	41,041	42,435	43,765	45,619	46,951	49,770	52,751	53,799	54,337
	Bi-weekly	2,834.32	2,948.16	3,062.00	3,169.60	3,263.28	3,394.80	3,501.20	3,649.52	3,756.98	3,981.60	4,220.08	4,303.92	4,346.96
	Annual	73,692	76,652	79,612	82,410	85,365	88,265	91,031	94,888	97,679	103,522	109,722	111,902	113,021

*RECEIVE AN ADDITIONAL FORTY DOLLARS (\$40.00) PER MONTH FOR A BACHELOR'S DEGREE; AN ADDITIONAL EIGHTY DOLLARS (\$80.00) PER MONTH FOR A MASTERS DEGREE FOR THOSE EMPLOYEES WHO WERE RECEIVING IT PRIOR TO DECEMBER 1, 1980.

**NOT ELIGIBLE FOR ADDITIONAL COMPENSATION FOR A BACHELOR'S OR MASTER'S DEGREE

***Effective November 30, 2012, revise Schedule II to provide that RNs can access Step 13 after three (3) years on Step 12.

****Effective November 30, 2012, RNs can access Step 14 after five (5) years on Step 13.

APPENDIX B

The committee described in Article XIII, Section 14 for CCDPH shall consist of 2 representatives each from NNOC and other affected unions, along with no more than 4 management representatives. Within thirty (30) days of the signing of this contract, one or more emergency communication/protection systems shall be in place as pilots in key communities as mutually agreed upon by NNOC and CCDPH management.

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	
	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
Individual Deductible *	None	None	\$0 / \$200	\$125 / \$250
Family Deductible *	None	None	\$0 / \$400	\$250 / \$500
Ind. Out of Pocket Max *	None	None	\$1,000 ** / \$3,000 **	\$1,500 ** / \$3,000 **
Fam. Out of Pocket Max *	None	None	\$2,000 ** / \$6,000 **	\$3,000 ** / \$6,000 **
Lifetime Maximum	Unlimited	Unlimited	Unlimited / \$1,000,000	Unlimited / \$1,000,000
* Annual Basis			** Excludes co-payments, annual deductibles, and charges in excess of Schedule of Maximum Allowances-SMA)	** Excludes co-payments, annual deductibles, and charges in excess of Schedule of Maximum Allowances-SMA)

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
Doctor Office Visits	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 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% *
Well-Child Care	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$25 co-pay / 60% *
X-Ray/Diagnostic tests (performed in lab or hospital)	100%	100%	90% after \$25 co-pay / 60% *
Maternity Prenatal/Postnatal Care	\$3 co-payment / member for initial visit	\$10 co-payment / member for initial visit	90% after \$25 co-pay (initial visit) / 60% *
OutPatient Surgery (facility charges)	100%	100% after \$100 deductible	90% / 60% *
OutPatient Surgery (doctor services)	100%	100%	90% / 60% *
Other Out Patient Services (including chemotherapy, radiation, renal dialysis)	100%	100%	90% / 60% *
Allergy Testing / Injections / Immunizations	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$25 co-pay / 60% *
Infertility Treatment, as defined by plans	\$3 co-pay/member/visit	\$10 co-pay/member/visit	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 deductible per admission	90% / 60% *	90% / 60% * after \$100 deductible per admission
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	
Outpatient Services (unlimited)	\$3 co-pay per visit	\$10 co-pay per visit	70% / 50% * Subject to overall plan limits	
Inpatient Mental Health/Substance Abuse (30 days/year max)	100%	100%	90% / 60% * Subject to overall plan limits	
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	

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.			

**EMPLOYEE CONTRIBUTIONS
EFFECTIVE JUNE 1, 2008**

Percentage of Salary (Pre-Tax)	HMO		PPO	
	Contribution Through 11/30/07	Contribution Effective 6/1/08	Contribution Through 11/30/07	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	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

Side Agreement #1

An RN employed by the County no longer will need to have six months of ambulatory experience in order to be considered for ACHN RN positions.

J. Modesto, RN
National Nurses Organizing Committee

6/11/12
Date

[Signature]
County of Cook

7/9/12
Date

Side Agreement #3

The County intends to continue its practice of having employees who are on a leave of absence of at least 30 days submit to a drug test and of referring such employees who test positive on a first-time basis to the County's EAP.

Muders, RN
National Nurses Organizing Committee

6/11/12
Date

[Signature]
County of Cook

7/9/12
Date

Side Agreement #4

COLLABORATIVE AGREEMENT – SIDE LETTER

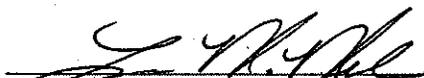
The parties shall meet within 60 days of the execution of this Agreement to explore ways that the Bureau can better facilitate collaborative agreements between APNs and physicians.



National Nurses Organizing Committee

6/11/12

Date



County of Cook

7/9/12

Date

Side Agreement #5

The Bureau and the NNOC agree conceptually that establishing float pools at the various institutions is a good idea. To this end, both parties agree to discuss, explore, and implement practical ways to do so in labor-management meetings at the respective institutions. If float pools are established, Article XIII, Section 12, Paragraphs A., B. and C. shall apply to the extent that the size or availability of the float pool does not suffice in any situation.

M. DeSoto, RN
National Nurses Organizing Committee

6/11/12
Date

[Signature]
County of Cook

7/9/12
Date

Side Agreement #6

If the Employer employs commercial registry registered nurses for a period of greater than thirty (30) days, the Employer shall seek authorization to fill a vacant position temporarily or on a full time basis, with a bargaining unit registered nurse.

Modelo, RN
National Nurses Organizing Committee

6/11/12
Date

[Signature]
County of Cook

7/9/12
Date

Side Agreement #7

If an RN who works at Stroger Hospital can establish that she entered the JTDC parking lot at least one-half hour before the start of her shift, management determines that there was a shuttle problem, and the RN has no pattern of tardiness, the RN will neither be disciplined nor docked so long as she reports on duty within thirty (30) minutes of the start of her shift.

Mudsefo, RN
National Nurses Organizing Committee

6/11/12
Date

[Signature]
County of Cook

7/9/12
Date

Side Agreement #8

For the period from the date of the execution of this tentative agreement through November 30, 2012 only, if the County enters into an agreement with any other union for a non-interest arbitration eligible bargaining unit that contains across-the-board wage increases greater than those set forth in Section 5.1, or agrees to a lower rate of employee contribution to health insurance (either in employee contribution to premiums or through plan design changes that are more favorable to employees) for a non-interest arbitration eligible bargaining unit, then upon demand by the union, those wage increases or health insurance changes will be applied to the members of this bargaining unit.

J. Modareff, RN
National Nurses Organizing Committee

6/14/12
Date

[Signature]
County of Cook

7/9/12
Date

Side Agreement #9

The County and NNOC will meet within sixty (60) days of ratification to develop and implement a pre-arbitration step in an effort to more quickly resolve grievances currently advanced to arbitration.

M. DeLoe, RN
National Nurses Organizing Committee

6/11/12
Date

[Signature]
County of Cook

7/9/12
Date

Side Agreement #10

In an effort to address current staffing issues in medical/surgical areas, within thirty (30) days of ratification the parties will meet to discuss and address concerns about staffing patterns and skill mix. The parties shall meet with the CCHHS CNO/Designee and CEO/Designee to discuss issues on a monthly basis.

D. Madala, RN

National Nurses Organizing Committee

6/11/12

Date

[Signature]

County of Cook

7/9/12

Date

Side Agreement #11

The County will meet with NNOC by February 29, 2012; to explore developing a method whereby bargaining unit nurses may fill gaps in CCHHS schedules during any shutdown day(s).

Medaep, RJ
National Nurses Organizing Committee

6/11/12
Date

[Signature]
County of Cook

7/9/12
Date

Side Agreement #12

The County of Cook ("County"), the Cook County Health and Hospitals System ("System") and the National Nurses Organizing Committee ("NNOC") hereby agree as follows:

1. Effective November 21, 2010, the APNs who work at the CORE Center shall be paid on a salaried basis, and shall not be paid shift differential, On-Call pay, or for any overtime hours worked as overtime is defined in the parties' collective bargaining agreement, and they will be required to carry a beeper when they are away from the practice but not on vacation or leave;
2. These APNs shall only be required to swipe once per work day.
3. These APNs shall be paid on a salaried basis pursuant to the bi-weekly salary schedule for Grade FF nurses in Schedule 11 of the parties' collective bargaining agreement.
4. These terms will be incorporated into the new collective bargaining agreement that currently is being negotiated between the parties; and
5. The NNOC withdraws Grievance 06-202 with prejudice.

M. Modesto, RN
National Nurses Organizing Committee

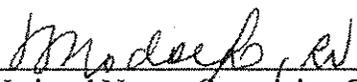
6/11/12
Date

John T. McKe
County of Cook

7/9/12
Date

Side Agreement #13

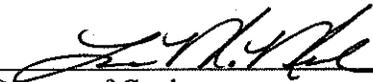
The County and the NNOC agree that if County technology enables a single requisition number to be tied to multiple PID/identifying numbers, when multiple positions are posted for the same department or unit (cluster at ACHN and CCDPH), an employee's application for one such position shall apply to all.



National Nurses Organizing Committee

6/11/12

Date



County of Cook

7/9/12

Date

Side Agreement #14

The County will develop a form to implement the shift change/location change language contained in Section 4.4 A.

[Handwritten Signature]

National Nurses Organizing Committee

6/11/12

Date

[Handwritten Signature]

County of Cook

7/9/12

Date

Side Agreement #15

CLINICAL CASE MANAGEMENT POSITIONS

This Agreement is entered into between the NNOC and the Cook County Health and Hospitals System on March 16, 2011. The position of Utilization Review Coordinator has been reclassified to "Clinical Case Manager." The responsibilities for this position are outlined in the Clinical Case Manager job description, which was provided to NNOC. The parties agree that the seven employees who were performing the utilization review functions at Stroger and Provident are being transferred into the new title of Clinical Case Manager, effective March 21, 2011, and are reclassified to Grade Level FC, in accordance with Section 5.4 B.2. of the parties' collective bargaining agreement, effective at the start of the next pay period. No nurse shall suffer a reduction in pay as a result of this agreement.

J. Modesto, M
National Nurses Organizing Committee

6/11/12
Date

L. R. Mc
County of Cook

7/9/12
Date

Side Agreement #16

When it is determined a clinic is overstaffed based on patient volume or the implementation of the strategic plan, ACHN may permanently reassign nurses within their cluster as follows:

1. ACHN will seek volunteers. The most senior nurse(s) that volunteer(s) will be selected to fill the available position in the understaffed clinic(s).
2. If there are insufficient volunteers, ACHN shall reassign the least senior nurse(s) from the overstaffed clinic to the understaffed clinic. If that nurse(s) does not possess the competencies required to function in that area/clinic, training shall be provided.
3. No nurse shall be required to be permanently reassigned more than once in a rolling 12-month time period due to overstaffing. If this does occur the nurse(s) may have the opportunity to exercise displacement option under 4.5 of the collective bargaining agreement.
4. If a vacancy is approved within the 12 months of the date that the nurse was permanently reassigned, the nurse may elect to take it and return to her/his previous clinic.

JB Rodas, RN
National Nurses Organizing Committee

6/11/12
Date

[Signature]
County of Cook

7/9/12
Date

Side Agreement #17

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, within 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 the residency requirement.

J. Medaef, RN

National Nurses Organizing Committee

6/11/12

Date

[Signature]

County of Cook

7/9/12

Date