



Office of the City Clerk

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Legislation Text

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**ORDINANCE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
CHICAGO:**

SECTION 1. The City Council hereby approves an agreement, substantially in the form attached hereto, between the City of Chicago and the Illinois Nurses Association. The Mayor is authorized to execute that agreement.

SECTION 2. This ordinance shall be in force and effect upon its passage/and approval.

**City of Chicago Agreement With The Illinois
Nurses Association**

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City of Chicago

Agreement With The Illinois Nurses Association

July 1, 2012 -June 30, 2017

Ratified by City Council effective

AGREEMENT

Agreement entered into as of the 1st day of July, 2012, by and between the City of Chicago, an Illinois municipal corporation (herein referred to as the "Employer") and the Illinois Nurses Association (herein referred to as the "Association").

ARTICLE I RECOGNITION

Section 1.1 Bargaining Unit

The Employer recognizes the Association as the exclusive bargaining representative for all full time and part time registered nurses (herein referred to as "nurse") employed by the Employer, in the following job classifications, for the purpose of negotiating about wages, hours, and conditions of employment:

Occupational Health Nurse	Nurse Practitioner
. Public Health Nurse I	Public Health Nurse I - Hourly
Public Health Nurse II	Public Health Nurse Temporary

Should the parties agree that other titles appropriately belong in the bargaining unit, they shall jointly stipulate to an amendment or clarification of the unit, even if there are no incumbents in the title at the time. Such stipulation shall be filed with the Local Labor Relations Board in accordance with its procedures. In the event that the Employer establishes any new job classification to perform nursing work, the Employer will promptly notify the Association of its decision, and, upon request from the Association, meet and discuss any issue as to whether the new classification appropriately belongs in the bargaining unit.

Section 1.2 Exclusions

Excluded from the bargaining unit are all managerial, supervisory, confidential, and exempt, and emergency employees, as defined by the City of Chicago Personnel Rules and Illinois Public Labor Relations Act.

ARTICLE II MANAGEMENT'S RIGHTS

Section 2.1 Management's Rights

It is agreed that the Association and the nurses will cooperate with the Employer to liberally construe this Agreement to facilitate the efficient, flexible and uninterrupted operation of the City. The Association recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in

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the Employer except only as they may be subject to a specific and express obligation of this

Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the City and administration thereof, and the right:

- a. to determine the organization and operation of the Employer and any department or agency thereof;
- b. to determine and change the purpose, composition and function of each of its constituent departments and subdivisions;
- c. to set reasonable standards for the services to be offered to the public;
- d. to direct its employees, including the right to assign work and overtime;
- e. to hire, examine, classify, select, promote, restore to career service positions, train, transfer, assign and schedule its nurses;
- f. to increase, reduce, change, modify or alter the composition and size of the work force, including the right to relieve nurses from duties because of the lack of work or funds or other proper reasons;
- g. to contract out work;
- h. to establish work schedules and to determine the starting and quitting time, and the number of hours worked;
- i. to establish, modify, combine or abolish job positions and classifications;
- j. to add, delete or alter methods of operation, equipment or facilities;
- k. to determine the locations, methods, means and personnel by which operations are to be conducted, including the right to determine whether services are to be provided or purchased;
- l. to establish, implement and maintain an effective internal control program;
- m. to suspend, demote, discharge, or take other disciplinary action against nurses for just cause; and

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- n. to add to, delete or alter policies, procedures, rules and regulations.

Inherent managerial functions, prerogatives and policy-making rights, whether listed above or not, which the Employer has not expressly restricted by a specific provision of this Agreement are not in

any way, directly or indirectly, subject to internal or external review, provided that none of these rights is exercised contrary to or inconsistent with other terms of this Agreement.

Section 2.2 Rules and Regulations

The Employer shall have the right to make, and from time to time change, reasonable rules and regulations and to require employees' compliance therewith upon fourteen (14) days notification to the Association.

Section 2.3 Caseload Standards

The Employer has the right to establish reasonable caseload or other objective productivity standards. Prior to establishing or changing such standards, the Employer will provide written notification to the Association. If requested by the Association, the Employer will meet with the Association to discuss such new standards.

ARTICLE III HOURS OF WORK

Section 3.1 Workday

The normal workday begins at 8:00 a.m. one day and ends at 8:00 a.m. the following day.

Section 3.2 Workweek

The normal workweek begins at 8:00 a.m. on Monday and ends at 8:00 a.m. the following Monday.

Section 3.3 Changes

The Employer may change the time of its normal workday or workweek upon at least three (3) days' prior notice to, and upon request, discussion with the Association. In the case of a Public Health emergency or City-wide outbreak, the notice and discussion provisions above shall not apply. In such emergencies, the City will provide twenty-four hour notice to the Association, if possible, and such notice will contain the name(s) of the bargaining unit employees impacted by the change.

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Section 3.4 Operating Shifts

The Employer may set up schedules for the various work shifts, as required. Each shift shall consist of seven (7) hours of work, an unpaid lunch period of one (1) hour and two (2) paid fifteen (15) minute rest periods.

Section 3.5 Overtime

a. Nurses shall be required to work reasonable overtime hours, as a condition of continued employment, whenever requested by the Employer to do so. The Employer shall make a

reasonable effort to give nurses advance notice when they are to be required to work overtime.

- b. When nurses are required by the Employer to work a sixth or seventh day in the same work week, they shall be compensated at 1 Vz times the regular hourly rate, provided that, in either case, the nurse has not less than thirty-five (35) hours worked during that work week.
- c. All other hours worked approved under Employer rules in excess of thirty-five (35) hours worked in a workweek required of a nurse by reason of the nurse's regular duty, whether of an emergency nature or of a non-emergency nature, shall be compensated for on an hour-for-hour basis, on the basis of completed fifteen (15) minute segments.
- d. All overtime earned under this section shall be compensated in the form of cash, unless the employee elects to be compensated in the form of compensatory time at the time the overtime is earned. Notice of said election must be provided by the employee to the Employer's designated representative by no later than the first regular workday following the date on which the overtime was earned.
- e. All compensatory time must be used on or before December 31 of the calendar year in which it is earned, subject to the Employer's operational needs and scheduling requirements. If any compensatory time is not used by December 31 of the calendar year in which it is earned, the employee will be compensated for said time earned in the form of cash instead of compensatory time. Notwithstanding the foregoing, any compensatory time earned in December of any year may be used on or before March 31 of the following calendar year, subject to the Employer's operational needs and scheduling requirements. If any compensatory time earned in December is not used by March 31 of the following calendar year, the employee will be compensated for said time earned in the form of cash instead of compensatory time.

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- f. For the purposes of this Section 3.5, the term "hours worked" shall include, in addition to hours actually worked, paid excused absences taken in accordance with Sections 5.1 (Holidays) and 5.2 (Vacations) of this Agreement, as well as unpaid furlough days taken pursuant to Section 3.7 of this Agreement.'

Section 3.6 No Guarantee or Limitation of Work

Nothing in this Agreement shall be construed as a guarantee or limitation on the number of hours to be worked per day, per week, or for any other period of time, except only as specifically provided in Section 3.8 of this Agreement.

Section 3.7 Furlough Days

Employees shall be eligible to participate in the Employer's Voluntary Unpaid Furlough Program,

under the same terms and conditions applicable to all non-represented City employees, which terms and conditions may be subject to change from time to time. The current terms of the Voluntary Unpaid Furlough Program are described in part G of the City's Salary Resolution. It is understood and agreed that the City's decision to grant or deny any request for unpaid furlough time is entirely discretionary, and the City's determination as to what is in the best interests of maintaining its operations will always take precedence. The parties further understand and agree that all aspects of the City's Voluntary Unpaid Furlough Program, including the City's decision to grant or deny any unpaid furlough day request, are excluded from the grievance and arbitration provisions of Article 7 of this Agreement.

Section 3.8 Reporting Pay

A nurse who reports for work at her/his assigned day and starting time, without having been previously notified at his/her last known address or telephone number, as recorded in the personnel file, at least three (3) hours prior to starting time to report, shall be given a minimum of two (2) hours work or two (2) hours pay. However, the foregoing obligation shall not apply in the event the failure to provide work is because of an emergency, an Act of God, a failure of heat, light or power, or by any other cause beyond the control of the City. The nurse must accept any nursing job to which she/he may be assigned.

Section 3.9 Call-in Pay

Employees called in to work hours outside their scheduled work hours, where the call-in hours are not contiguous to the beginning or end of the employee's scheduled work day, shall receive a minimum of two (2) hours pay at the appropriate rate for such call-in hours, beginning from the time they arrive at the designated work location.

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ARTICLE IV

WAGES. UNIFORM ALLOWANCE AND INSURANCE

Section 4.1 Rates

a. Effective 30 days following ratification and approval of this Agreement, all employees in the bargaining unit who are on the payroll on said date will be paid a lump-sum bonus, payment, which will not be included in base pay or as a salary increase or adjustment under the salary schedule in the amount of \$700.

b. Effective on the following dates, the City will make the wage adjustments listed below for each step of each grade of the salary schedules for regular full-time registered nurses and regular part-time registered nurses:

Effective 1/1/14	1.0%
Effective 7/1/14	1.0%
Effective 1/1/15	1.50%

Effective 1/1/16 1.25%

Effective 1/1/17 1.25%

Section 4.2 Part Time Nurse's Wages

The rates of salary for part time nurses in the attached Exhibits H-N are by reference made part of this Agreement for all purposes.

Section 4.3 Pay During Absence

All leaves of absence or other time off shall be without pay except as otherwise expressly provided in Article V of this Agreement.

Section 4.4 Pay on Promotion or Transfer

Nurses promoted or transferred to a different job title shall be compensated in accordance with the then current Regulations Governing the Administration of the Compensation Plan and Employee benefits for Classified Positions Set Forth in the Annual Appropriation Ordinance.

Section 4.5 No Pay During Strikes or Lockout

Nurses shall not be entitled to any wages or benefits whatsoever if, despite all efforts to maintain peace, they are engaged in a strike, work stoppage, walkout or other interruption of work, or are locked out by the Employer.

Section 4.6 Uniform Allowance

Each nurse will receive a uniform allowance of \$500 per year, beginning in calendar year 2000. Beginning in calendar year 2006, the uniform allowance will be increased to \$600 per year. Nurses may purchase uniforms from the store

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of their choice, provided, however, they follow the policies issued by the Employer from time to time.

Section 4.7 Life Insurance

- a. The Employer agrees to provide \$20,000 Group Term Life Insurance at no cost to the nurse. Effective July 1, 2000, the amount of said insurance will be increased to \$25,000. Nurses must complete a City of Chicago Group Term Life Insurance enrollment form set, including the employee beneficiary section of the form set, in order to qualify for coverage in the Basic Group Term Life Plan. The failure of the nurse to complete the enrollment form set will result in termination of the nurse's Basic Group Term Life Insurance coverage.
- b. The Employer agrees to provide procedures for nurses to purchase Group Term Life Insurance, and Universal Life Insurance, in addition to the basic Group Term Life Insurance coverage described above, at additional cost to the nurse. Such options are outlined in Appendix A of this Agreement.

Section 4.8 Insurance

- a. The Employer shall provide to employees and their eligible dependents Group Health, Dental and Vision Care as set forth in Appendix B of this Agreement, subject to Section 4.10 below.

If any other bargaining unit of employees of the Employer is required to pay less in premium contributions or receive higher benefit levels under the medical care plan, then this unit of employees shall pay the same and/or receive the same benefit levels.

b. Family Coverage

Where both husband and wife or other family members eligible under one family coverage are employed by the Employer, the Employer shall pay for only one family insurance or family health plan.

c. Maintenance of Insurance

The current practice permitting employees to use vacation or other time due during an illness in order to keep his/her insurance in effect shall continue for the term of the Agreement.

Section 4.9 Plans Administration

The insurance plans are provided through contracts between the Employer and insurance companies and/or plan administrators. These plans, and matters concerning their administration, are not subject to grievance or arbitration. To the extent that there may be any conflict between said plans and this

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Agreement, the provisions of the plans shall prevail. Detailed information regarding the plans will be made available upon request at reasonable times.

Section 4.10 Joint Labor Management Cooperation Committee on Health Care

- a. The Employer and the Association (the "Parties") agree to participate in the Joint Labor Management Cooperation Committee ("LMCC") negotiated between the Employer and the Coalition of Unionized Public Employees ("COUPE") and created pursuant to applicable state and federal law. The purpose of the LMCC is to research and make recommendations and decisions within its authority related to the achievement of significant and measurable savings in the cost of employee health care during the term of this Agreement. The Parties shall memorialize their intent to participate in this LMCC by executing an Agreement and Declaration of Trust ("Trust Agreement") contemporaneously with the execution of the collective bargaining agreement between the Association and the City of Chicago. Said Trust Agreement shall be attached to this Agreement as Exhibit H.
- b. The Trust Agreement shall address, without limitation, the following:
2. Formation of a Committee to govern the LMCC consisting of up to twenty (20) Trustees, with half of the Trustees to be appointed by the Employer, and half to be appointed by unions, including the Association, who represent employees of the Employer, and who have also agreed to participate in the LMCC ("Participating Labor Unions").

3. Appointment by the City and Participating Labor Unions of a Co-Chair and Vice Co-chair as designated in the Trust Agreement.
4. Authority of the LMCC to make recommendations and modifications in the health plan expected to result in savings and cost containment.
5. Establishment of a Trust Fund with contributions provided by the City of Chicago and third parties.

ARTICLE V ABSENCE FROM WORK

Section 5.1 Holidays

A nurse is eligible for the following holidays:

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- 1.
 2. 3.
 - 4.
 - 5.
 - 6.
- New Year's Day Dr. Martin Luther King's Birthday Lincoln's Birthday Washington's Birthday Casimir
Pulaski Day Memorial Day
7. 8. 9.
 - 10
 - 11
 - 12
- Independence Day Labor Day
Columbus Day Veteran's Day
Thanksgiving Day Christmas Day

In addition to the foregoing twelve (12) paid holidays, employees shall receive one (1) personal day, which shall be granted in accordance with the current practices of the Employer.

a. In order to qualify:

1. A nurse should otherwise have been scheduled to work on such day if it had not been observed as a holiday, or if she/he were not on vacation at that time.

2. Any paid holiday in the pay period shall be counted as a regular working day. If an employee is absent without pay on the last working day preceding or the first working day following such holiday, the holiday shall be considered as an additional day absent without pay.
- b. When any of the above listed holidays falls on a Saturday or Sunday, the closest workday, Friday or Monday, will be recognized as the holiday.
- c. A nurse who is authorized to work and does work one of the recognized holidays shall be compensated at one and one half (1 Vz) times her regular pay (including holiday pay) for all hours worked. In addition, the nurse shall receive an additional hour of pay or an additional hour of compensatory time for each hour worked. This option of pay or compensatory time shall be determined by the Employer.
- d. In case a holiday is observed on any work day during a full week of a nurse's regularly scheduled vacation, an additional day off with pay or an additional day's pay, at the Employer's option, shall be allowed for each such holiday.
- e. **Failure to Report to Work on a Scheduled Holiday**
If an employee is scheduled to work on a Holiday and fails to report for work, the employee shall forfeit his/her right to pay for that paid scheduled holiday. An employee may utilize any available time, in accordance with the applicable Employer policy.

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Section 5.2 Vacations

- a. Each nurse shall have her/his vacation computed on the basis of time earned during the previous year, as follows:

Length of Service	Less than 4 years	4 to 8 years	9 years or more
Vacation	13 working days	18 working days	23 working days

- b. Part-time employees who have worked at least 80 hours per month in the prior calendar year shall be granted vacation leave on a pro-rated basis, as follows:

Hours Worked Per Year

1,000	916	830	750	666	580	500	416	330	250	166	80
40	36	33	30	27	23	20	17	13	10	7	4

One extra vacation hour is earned for each 25 hours over minimum hours worked.

- c. Vacation leave earned will be determined by dividing the .number of months worked in the

prior year by twelve (12) and then multiplying by the number of yearly vacation days based on service. Any fraction will be rounded off to the nearest whole number of days. Any month in which the nurse worked for at least 50% of the time shall be credited for purposes of computing vacation leave.

- d. On termination a nurse shall be paid for her/his accrued and pro rata vacation, except where she/he was discharged for serious misconduct (i.e., violent acts, criminal acts, drug and alcohol violations on the job, or gross insubordination.)

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- e. In the event of the death of a nurse while in the employ of the Employer, her/his accrued vacation pay shall be paid to her/his spouse or legal representative. Payment to either shall relieve the Employer from any further liability.
- f. By January 31 of each calendar year, nurses may submit their preferences for utilization of vacation time for the ensuing year to the Employer in writing. The request must set forth the beginning and ending date of the desired vacation. In establishing vacation schedules, the Employer shall consider both the nurse's preference and the operating needs of the agency. Where the Employer is unable to grant vacation preferences for all nurses within a position classification within a facility, but is able to grant some, the preferred vacation periods will be granted on the basis of total continuous service.
- g. Employees who file their preference by January 31 shall be notified of the vacation schedules not later than April 1 of that vacation year.

Section 5.3 Forfeit of Vacation

All earned vacation leave not taken in the vacation year it is due shall be forfeited, unless the employee was denied vacation by the Employer, or the employee was unable to take vacation because the employee was on an approved leave of absence, including a duty disability leave of absence, during the vacation period. Notwithstanding the foregoing, if an employee still has unused vacation time during the fourth quarter of the vacation year, the employee upon giving written notification to the Employer before December 15 of the vacation year, may carry over no more than three (3) such days into the next vacation year. All such vacation days deferred in this fashion must be scheduled upon mutual agreement of the Employer and employee and taken before June 30 of the vacation year into which they are carried over. Employees on duty disability shall retain any vacation leave earned prior to being placed on duty disability leave, together with all vacation time earned during the period of duty disability for the 12 months following the date on which the person became disabled, and shall be entitled to use such vacation time within 12 months following their return to work.

Section 5.4 Sick Leave

a. Full time nurses

Each full time nurse may be allotted sick leave with pay for periods not exceeding twelve (12)

working days in the aggregate during each calendar year on account of sickness, or related cause of absence, which may be considered by the department head a sufficient and legitimate excuse for the nurse's failure to be present and in attendance upon her

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duties. Each nurse appointed after January 1 of the calendar year shall be allowed sick leave at the rate of one day for each month of employment through December 31 of that year.

Sick leave credit earned by a nurse subsequent to January 1, 1959, shall accrue to a maximum of two hundred (200) work days at the rate of twelve (12) days per year less days of sick leave used. Sick leave not taken at the time of termination shall cease and end all rights for compensation. Sick leave accrued while working for another public agency shall not be transferable.

- b. Effective January 1, 1998 and thereafter, said employees who receive paid sick time shall accrue sick time at the rate of one (1) day on the first day of the month for each month of employment. In the event an employee, or a member of the employee's immediate family, experiences a serious health condition within the meaning of the Family and Medical Leave Act, upon request of the employee, the Employer will make available to said employee up to the full amount of sick time the employee would have accrued for the remainder of that calendar year as if he/she were actively employed, in order to cover the absence resulting from the condition in question. Should the employee's, or his/her immediate family member's serious health condition require the employee to be absent into the next calendar year, upon request of the employee, the Employer will make available to said employee up to the full amount of sick time the employee would have accrued for that calendar year as if he/she were actively employed. Upon his/her return to work, the employee will begin to accrue sick time with the start of the next calendar year. The Employer reserves the right to require an employee to provide documentation of the illness in question.
- c. Part time nurses shall receive one-half day of paid sick leave for each month where the nurse works eighty-four (84) hours or more, with a maximum accumulation of fifty (50) work days.

Section 5.5 Jury Duty

An employee who serves on a jury or is subject to proper subpoena (except if the employee is party to non-work related litigation) shall be granted a leave of absence with pay during the term of such absence, provided that the employee deposits his/her jury duty pay with the City Comptroller for those days which he/she was scheduled to work for the Employer and receives pay or compensatory time for said work.

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Section 5.6 Bereavement Pay

In the event of a death in an employee's immediate family, such employee shall be entitled to a leave of absence up to a maximum of three consecutive days including the day of the funeral. Where death occurs and the funeral is to be held out of Illinois and beyond the states contiguous thereto, the employee shall be entitled to a maximum of five consecutive days to attend the funeral. The five consecutive days shall include the day of the funeral. During such leave, an hourly employee shall receive his/her regular straight time pay for such time as she/he is required to be away from work during his/her regularly scheduled hours of work (not to exceed eight hours per day). Salaried employees shall receive the leave of absence without additional compensation.

The employee's immediate family shall be defined as: mother, father, husband, wife, brother or sister (including step or half), son or daughter (including step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents and grandchildren, court-appointed legal guardian, and a person for whom the employee is a court-appointed legal guardian. The employer may, at its option, require the employee to submit satisfactory proof of death and/or proof of the relationship of the deceased to the employee. Domestic partners are defined as two persons regardless of their gender, who have a close personal relationship, sharing the same regular and permanent residence for at least six months; are each eighteen years of age or older; not married to anyone; not related by blood closer than would bar marriage in the State of Illinois; and are each other's sole domestic partner, responsible for each other's common welfare and jointly sharing their financial responsibilities. To qualify as a "domestic partner" under this section, the employee must register the domestic partner's name with the City of Chicago.

Section 5.7 Military Leave

Any employee who is a member of a reserve force of the United States or of the State of Illinois, other than the National Guard, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fourteen (14) calendar days in any calendar year, provided that employees shall, as a condition precedent to payment, deposit his/her military pay for all days compensated by the Employer with the City Comptroller.

Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the

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period of such activity, but not to exceed fifteen (15) calendar days in any calendar year, provided that employees shall, as a condition precedent to payment, deposit his/her military pay for all days compensated by the Employer with the City Comptroller. Any reservist called for active duty on or after September 11, 2001 shall be entitled to full salary and medical benefits, provided that paid leave shall be conditioned upon payment of military pay to the Comptroller. The right to this additional paid

leave shall automatically terminate upon termination of active duty.

Section 5.8 Family and Medical Leave

Bargaining unit employees who have been employed a minimum of twelve (12) months, and who have worked at least 1,250 hours in the preceding twelve (12) months, shall be entitled to up to twelve (12) weeks unpaid leave within a twelve (12) month period for any of the following reasons:

- a. For the birth of the employee's child and to care for such child;
- b. For the placement of a child with the employee for adoption or foster care;
- c. To care for the employee's spouse, child or parent with a serious health condition; and
- d. Due to a serious health condition affecting the employee

Nurses may, but are not required, to elect to use accumulated paid vacation and/or unused paid sick leave or other accrued time toward this leave, according to the City's policies.

All such leaves are subject to the provisions of the Family and Medical Leave Act and the regulations thereunder, as well as the policies and procedures of the Employer in effect as of the date of this Agreement.

Such leave is concurrent with, and not in addition to, the unpaid leave provided for above. Employees may elect to substitute any accumulated paid leave for any portion of unpaid FMLA leave, or may take such unpaid FMLA leave following any paid leave for which the employee may be eligible and elects to use.

During any leave taken pursuant to this provision, the employee's health care coverage shall be maintained as if the employee was working, and seniority shall accrue.

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The Employer shall pay its portion of the employee's insurance (individual or family) for the time period the employee is on FMLA leave, and the employee shall pay his/her portion of the insurance during that time period.

ARTICLE VI SERVICE STATUS

Section 6.1 Definition of Seniority of Continuous Service

The term "seniority" and "continuous service" shall mean the same thing as they are defined and used in this Agreement. Seniority or continuous service means continuous paid employment from the employee's last date of hire within the bargaining unit without a break or interruption in such paid

employment. Employees eligible for duty disability compensation will earn seniority or Continue Service credit.

Service requirements for advancement within the salary ranges of Exhibit A shall have the implication of continuous service with the City of Chicago. For purposes of determining eligibility for longevity pay increases and in determining an employee's vacation benefits, seniority or continuous service shall mean service for the Employer regardless of job title or department.

Section 6.2 Probation

New employees will be regarded as probationary employees for the first six (6) months of employment and will receive no seniority or continuous service credit during such probationary period. Any period of absence from work in excess of ten (10) days shall extend the probationary period for a period of time equal to the absence. Probationary employees continuing in the service of the employer beyond their probationary period shall be career service employees and shall have their seniority made retroactive to the date of their original hiring. Probationary employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedure, provided that, if the Employer, within its discretion, rehires a former employee who did not complete his/her probationary period within one (1) year from the employee's termination, and said former employee had served ninety (90) days or more of his/her probationary period, all time previously served in the probationary period shall be counted for purposes for determining when the said employee completes his/her probationary period. A probationary employee who has served ninety (90) days or more of his/her probationary period and who is laid off shall be given preference over other applicants for employment in the same job title in the department from which he/she was laid off, so long as he/she does not refuse an offer of employment, and does not suffer a break in service under Section 6.4 of this Agreement.

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Probationary employees shall not be eligible for dental or vision insurance but shall receive all other benefits under this Agreement. Probationary employees shall be compensated at the same rate as career service employees.

Section 6.3 Interruption in Service

A. Employees who work a minimum of eighty (80) hours per month shall be credited with Continuous Service for time worked. Continuous Service credit will not be earned for:

1. absences without leave,
2. absences due to suspension,
3. unpaid medical leave of absence of more than one (1) year. Section 6.4 Break in

Service

Seniority or Continuous Service of an employee is broken, the employment relationship is terminated, and the employee shall have no right to be rehired, notwithstanding the provisions of any ordinance or rule to the contrary, if the employee:

- a. quits or resigns,
- b. is discharged for cause,
- c. retires,
- d. is absent for five (5) consecutive work days without notifying the employee's authorized Employer representative unless circumstances preclude the employee, or someone in the employee's behalf, from giving such notice.
- e. fail to return to work at the expiration of an authorized Leave of Absence, unless there are extenuating circumstances which prohibit the Nurse from returning to work on the expiration of the leave.
- f. does not actively work for the Employer for twelve (12) months for any reason except military service, approved Association or medical leave of absence, or duty disability leave.
- g. is on layoff for more than twelve (12) consecutive months where the employee has less than five (5) years of service at the time the layoff began,
- h. is on layoff for more than two (2) years if the employee has five (5) years of service or more at the time the layoff began.

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Section 6.5 Filling Of Permanent Vacancies

- a. The Employer shall determine if there is a permanent vacancy to be filled prior to posting of that vacancy.
- b. Employees within a department who desire a change in shift, day(s) off or location of their job assignment shall request such change in writing on the Employer's form at any time for the remainder of the calendar year. A list of all transfer requests on file for Nurses will be sent to the Association monthly.
- c. When filling a vacancy, the Employer shall select the most senior employee in the job classification in the Department who has such a request on file prior to any notice of posting being sent to the Association, provided the employee has the present ability to perform the required work without further training after a reasonable amount of orientation. The Employer shall give the Association a list of newly transferred employees by Department once a month. Any employee transferred may not seek another transfer for 6 months.
- d. When filling a vacancy and there are no said employees who have requests on file prior to any notice of posting being sent to the Association, the Employer shall select the employee in the job classification in the Department from the recall or reinstatement list, if any, in accordance with the recall procedures in this Agreement.

- e. When filling a vacancy and there are no said employees who have requests on file prior to any notice of posting being sent to the Association, and there are no eligible employees on said recall or reinstatement lists, the Employer shall post the job for bidding.
- f. All permanent vacancies covered by this Agreement not filled as provided above shall be posted on a designated bulletin board at each work-site and at other appropriate locations as designated by the Employer. The permanent vacancy shall be posted fourteen (14) calendar days. There shall be written notification to the Illinois Nurses Association of the posting of said vacancies at least one day prior to it being posted. The posting shall contain at least the following: job title, qualifications, hours, work location(s), pay grade and person to whom the job bid should be submitted. The posting shall also include any additional qualifications and duties required by the Employer for the position(s) posted.

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- g. Any Nurse may apply for any posted position covered by this Agreement by submitting a written bid application during the posting period. Notwithstanding the foregoing, an employee shall not be allowed to bid on his/her own classification within the employee's department.
- h. All bidders for permanent vacancies shall meet the minimum qualifications for the job in order to be considered for selection by the Employer.

Qualified employees shall be given an equal opportunity with other applicants to bid on jobs which are determined to be permanently vacant by the Employer. In making selections, the Employer shall give preference to employee applications over non-employee applicants, unless the non-employee applicants have demonstrably greater skill and ability to fulfill the needs determined by the Employer.

If employees are selected, however, where employee applicants are relatively equally qualified to perform the work required, the Employer shall select the most senior employee of those applying.

The Employer shall determine whether employees are "relatively equally qualified" based upon evidence of performance as shown on the employee's performance evaluation and any other evidence brought to the Employer's attention, experience, training, and proven ability and similar criteria as they relate to the vacancy.

Bidders who are not selected shall be so notified by the Department Head. A copy of the bid list with seniority dates and the name of the successful bidder identified, shall be sent to the Association.

During the posting, bidding and selection process, the Employer may temporarily fill the vacancy.

i. The successful bidder for any jobs under this Section shall have an evaluation period, not to exceed sixty (60) days, to demonstrate that he or she can perform the job. If the Employer has just cause based upon the employee's job performance at any time during that period that the successful bidder cannot perform the job, or if the successful bidder desires to return to his/her former job, then the successful bidder shall be returned to the job he/she held just prior to the awarding of the bid, displacing, if necessary, any employee who has been placed into said job.

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Section 6.6 Layoff and Recall

- a) **The Employer shall notify the Association and the affected employees in writing at least thirty (30) calendar days in advance of any layoff under this subsection, except when layoffs occur as a result of grant funds being reduced or eliminated. Where layoffs occur as a result of grant funds being reduced or eliminated and the Employer is unable to give at least thirty (30) calendar days notice, the Employer shall give the Association and the affected employees at least fourteen (14) calendar days notice of any layoff. If, upon receipt of the layoff notice, the Association requests to meet with the Employer to discuss matters relating to the layoff, the Employer will meet with the Association. If a meeting is requested and convened, such meeting will not change the effective date of the layoff.**
- b) Probational, Seasonal, Provisional, Emergency and Temporary Employees shall be terminated prior to any other employees being laid off.
- c) An employee subject to layoff shall have first priority to fill a job in an equal or lower-graded classification, in the Department, which the Employer has deemed vacant, in lieu of layoff, provided the said Employee has the then present ability to perform the required work without further training after a reasonable period of orientation. Said offers shall be by seniority.
- d) The Employer shall provide the Association with a list of the department vacancies, including the hours of work and location, if known, of available positions, prior to any movement of nurses.
- e) Where ability, skill and efficiency are equal, nurses shall be laid off in order of their seniority, provided that the Employer may retain employees with special knowledge or skills. Seniority for purpose of layoff shall be as defined in Section 6.1 of the Agreement. Laid off employees shall be placed on a layoff list subject to the break-in-service provision

of this Agreement. The Employer will give preference to laid off employees when filling vacancies of equal or lower salary grades, provided said employees have the required qualifications and the then present ability to perform the duties required by the Employer. The Employer shall recall employees from layoff in the reverse order they were laid off.

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- f) Employees shall retain and accumulate seniority and continuous service credit while on layoff.
- g) An employee subject to layoff may displace (bump) the least senior employee, if any, in the most recent lower job title or titles the employee to be laid off has held in the Department, provided the employee bumping has the then present ability to perform the job without further training after a reasonable period of orientation.
- h) Employees shall be recalled in the reverse order of layoff, provided the employee has the then present ability to perform the required work without further training after a reasonable period of orientation.
- (i) A laid off employee will be allowed to continue his/her City health insurance coverage through the end of the month in which the employee was laid off, plus up to an additional four (4) consecutive months, provided the employee pays his/her regular contribution amount for such health coverage under this Agreement during this period, and provided further that the employee gives proper notice to the City, or the City's designee, of his/her election to continue health coverage under the terms of this paragraph. Said period of continuation of health coverage shall be included in the period of eligibility for continued health coverage under the Public Health Service Act, 42 USC 300bb-l-8.

Section 6.7 Balancing the Workforce

(a) Prior to taking any action pursuant to this Section, the Employer will notify the Association in writing of its intention to balance the workforce and, upon request, agrees to meet with the Association. The written notice may include the number of employees affected, their titles, current locations, and the locations where they may be assigned. The Employer shall provide fourteen (14) days advance notice to the Union if possible, but in no case less than five (5) working. Should the Association request to meet with the Employer, said meeting shall take place between the date the Employer provides the Association with advanced notice and the date the balancing of the workforce is scheduled to be implemented. If the

meeting does not take place during said time frame because the Association has not made itself available to meet at reasonable times during that time frame, the Employer may proceed to balance the work force as set forth below.

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- b) The Employer's movement of employees from one location, shift or day off schedule to another, which would otherwise be considered the filling of a permanent vacancy, shall not be deemed a permanent vacancy if there is not a net increase in the number of employees in the affected classification(s) in the affected locations, shifts or day off schedule.
- c) If the Employer intends to reduce the number of employees in a job classification at a location, and reassign them to another location, the Employer shall select the most senior employee in the job classification in the Department who has a transfer request on file prior to the Employer providing the written notice described in Section 6.7(a). Transfer request is defined as in Section 6.5(b). If there are no employees who have a transfer request on file prior to the Employer providing the written notice pursuant to Section 6.7(a), the Employer shall seek volunteers among the employees in the affected job classification, provided that the volunteers have the then present ability to perform the work required without further training. Such employees shall also be permitted to volunteer for positions in the job classification(s) at other locations that the Employer has declared vacant, provided that the volunteers have the then present ability to perform the work required without further training.
- d) If there are more volunteers than there are assignments, such reassignments shall be made on the basis of seniority. If there are insufficient volunteers available, the Employer shall reassign employees using reverse seniority, provided that the employees have the then present ability to perform the required work.
- e) An employee being reassigned under this provision may file a transfer request (under the filling of vacancy article) to return to his/her original location. Said request must be made within sixty (60) days of reassignment, shall be valid for a period of eighteen (18) months after date of reassignment, and shall have preference over all other transfer requests for the original location.

Section 6.8 Reassignment

- (a) In addition to the notice requirements in Section 6.6(a) above, when a layoff occurs which may requires an employee or employees to be reassigned to another location, the Employer shall give ten (10) calendar days notice to the Association and the employee(s) occupying the position at issue. The notice shall inform the

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employee(s) that as a result of the layoff, the employee(s) may be reassigned. The notice will also provide the effective date of the reassignment and, if known, the location of reassignment.

- b) If the Employer knows that there is more than one location where the employee(s) may be reassigned, the notice will also provide the locations of reassignment. If there is more than one known location of reassignment, the employee (s), in order of seniority, will be allowed to choose among the locations of reassignment. The employee (s) will have forty-eight (48) hours to choose among the locations of reassignment, and the notice will inform the employee (s) to whom they must submit their reassignment selection and by when. If there are multiple locations of reassignment, employees can provide their order of preference for the reassignment selection. If an employee fails to submit their reassignment selection to the Employer representative in the time frame set forth in the notice, or if none of the employee's selections are available when it is employee's opportunity to choose in seniority order, then the Employer will determine that employee's location of reassignment. The employee selecting a location must have the then present ability to perform the work required at the selected location without further training.
- c) The parties acknowledge that locations of reassignments may change after the notice has been provided. If a location of reassignment becomes available after the Employer sends notice, the Employer will inform the Union and affected employees as soon as possible. If a location of reassignment is provided in the notice but becomes unavailable after the notice is given to the Union and affected employees, the Employer will inform the Union and affected employees as soon as possible. The parties understand that nothing in paragraph (c) extends the ten (10) day time frame set forth in paragraph (a) above or the forty-eight (48) hour time frame set forth in paragraph (b) above.

Section 6.9 Detailing

Detailing is the temporary transfer of a nurse to a work assignment within her/his job classification geographically removed from the nurse's normal work site.

Employee(s) shall normally not be detailed for more than thirty (30) days, unless the Employer gives notice to the Association of its need to do so and confers with the Association upon request. In any event, no such assignment may extend beyond ninety (90) days without the agreement of the parties.

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The Employer shall notify the nurses of the requirements for a detailing assignment and shall seek

volunteers among the nurses who are qualified to perform the special assignment. If there are more volunteers than needed, selection shall be made on the basis of seniority commencing with the most senior. If there are insufficient volunteers, assignments shall be made from among the nurses within the organizational unit where the detailing is necessary, commencing with the least senior nurse with the present ability to perform the work. The Employer shall rotate such assignments equitably among the available nurses.

In the event of an emergency any limitations of this Section shall be waived for a maximum of ten (10) working days. Should any emergency require a waiver of this section beyond ten (10) working days, the City shall agree to confer with the Association regarding such extension.

Section 6.10 Relief in Higher Classification

An employee who is directed to and does perform substantially all of the duties and responsibilities of a higher rated classification within the bargaining unit to the satisfaction of the Employer for five (5) days shall be paid at the higher rate. Employees paid for acting in a higher-rated job shall be paid as if they had been promoted to the higher-rated job. An employee who is requested by the Employer to assume substantially all of the duties and responsibilities of a higher rated classification outside of the bargaining unit will not be paid at the higher rate, but may accept or decline the assignment.

The time limits for any assignments to higher-rated jobs shall be ninety (90) days, except where a regular incumbent is on leave of absence, in which case it shall be six (6) months. The time limits may be extended by mutual agreement of parties. The Employer shall not arbitrarily remove employees out of the higher classification solely to defeat the purpose of this section.

The Employer will equitably rotate assignments to higher rated jobs on the basis of seniority among the employees at the work location who have the then present ability to do the job without further training. In the event the Employer makes a rotational assignment to a higher rated job out of seniority order, the Employer will notify the Association, and, following a request from the Association, will meet and discuss the Employer's rationale for doing so, as well as its plan for rotating such future assignments at that work location.

Section 6.11 Medical Leave

Non-probationary employees shall be granted medical leaves of absence upon request. Said medical leaves of absence shall be granted for up to three (3) months, provided said leaves shall be renewable for like three-month periods, for

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a total medical leave of absence up to one (1) year. The Employer may request satisfactory proof of medical leaves of absence. Employees on medical leaves of absence shall return to work promptly after their doctor releases them to return to work. An employee on a medical leave of absence shall be returned to work upon the expiration of his/her leave, provided the employee has complied with the Employer's procedure which shall be provided to the employee prior to the start of said leave. If an employee is granted an extension of his/her leave, he/she shall be returned to work upon the

expiration of the leave's extension, provided the employee has complied with the Employer's procedures.

Seniority shall accumulate for employees on medical leaves of absence for only up to one (1) year. After one (1) year, an employee on a medical leave of absence shall retain, but not accumulate seniority.

Employees who return from a medical leave of absence within one (1) year shall be reinstated to:

- a. their former position if it is vacant: if not
- b. a vacant position in the same classification: if none available
- c. bump the least senior nurse in the same classification: provided the nurse returning from the Leave of Absence has more seniority than the least senior nurse, who shall be subject to the lay off and recall provisions of Section 6.6.

Section 6.12 Personal Leave

Non-probationary employees may apply for leaves of absence without pay for personal reasons. The grant and duration of such leaves shall be within the discretion of the Employer. Seniority shall accumulate for employees on said leaves. Employees who return from said leaves shall be reinstated to their former job subject to the layoff, recall and break in service provisions of this Agreement.

Employees shall be granted personal leaves of absence without pay for a period of up to one (1) year for the purpose of providing necessary care, full-time supervision, custody or nonprofessional treatment for a member of the employee's immediate family or household under circumstances temporarily inconsistent with employee's uninterrupted performance of his/her normal job duties, if satisfactory proof of the need for and duration of such leave is provided to the Employer. Such leaves shall be granted under the same terms and conditions as set forth above. When an employee applies for a personal leave, the Employer will provide a written response granting or denying the leave application within fourteen (14) calendar days of receiving the application.

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Employees who return from a personal leave of absence within one (1) year shall be reinstated to:

- a. their former position if it is vacant: if not
- b. a vacant position in the same classification: if none available
- c. bump the least senior nurse in the same classification: provided the nurse returning from the Leave of Absence has more seniority than the least senior nurse, who shall be subject to the layoff and recall provisions of Section 6.6.

Section 6.13 Duty Disability

Any employee who has been granted Duty Disability benefits shall be granted a Leave of Absence.

The Employer will mail the initial Duty Disability payment within ten (10) working days upon receipt of verified authorization from the approving authority. Contingent upon continued verified authorization, subsequent payment will be made twice a month. If Duty Disability is denied, and such denial is later reversed, the employee shall be paid up to the date the amount the employee was eligible to receive, less any other disability payments received by the employee, subject to the same terms and conditions identified in this paragraph. Employees who return from said leaves shall be reinstated to their former job classification, if there is a vacancy in said classification, or if a position in said classification is then occupied by an employee with lower seniority. If the employee's former job classification is not available because the employee would have been laid off, if the employee had not been on a Leave of Absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement. An employee granted Duty Disability shall continue to receive full benefits for any period he/she is on said leave in accordance with current practice.

Section 6.14 Seniority Lists

The Employer shall provide the Association with a seniority list every six months. Each month the Employer shall notify the Association of additions and deletions to that list.

Section 6.15 Reciprocity

Nurses hired prior to July 9, 1985, who have rendered service to the County of Cook, the Chicago Park District, the Forest Preserve District, the Chicago Housing Authority, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, City Colleges of Chicago, Community College District 508, Public Building Commission of Chicago, Chicago Urban Transportation District, the Chicago Transit Authority, and the Regional Transportation Authority shall have the right to have the period of such service credited and counted for the purpose of advancement within longevity salary

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schedules, provided the above interpretation of continuous service shall apply. Nurses hired after July 9, 1985 who have rendered service to another employer as stated above shall not have the period of such service credited and counted for the purpose of advancement within longevity salary schedules.

Section 6.16 Reduction from Full Time to Part Time Status Nurses will not be reduced from full-time to part-time status solely to avoid the payment of fringe benefits under this Agreement. It is recognized, however, that Nurses may continue to voluntarily request such reduction in status for personal reasons.

Section 6.17 Classification Changes

The Employer shall have the right to increase or decrease the working force, to eliminate, change or combine job classifications in whole or in part, and to establish new job classifications as the Employer may determine to be necessary from time to time for the efficient conduct of its business. The Employer shall notify the Association of the establishment of a new job classification arguably within the bargaining unit. The Employer shall set the wage rate for the new job classification. Upon

request, the Employer will discuss the new rate with the Association. If the Association does not agree with the new rate set by the Employer, the Association may grieve the Employer's decision through the grievance and arbitration procedure under this agreement.

Section 6.18 Temporary Nurses

- a. The Employer will meet with representatives of the Illinois Nurses Association (INA) within sixty (60) days of ratification of the Collective Bargaining Agreement to discuss creation of a Temporary Registered Nurses pool of eligible applicants. This pool will be created as soon as practicable after ratification.
- b. Nurses shall be selected in a manner consistent with the Employer's hiring policies and procedures. The Employer will endeavor to use these nurses for relief personnel in the cases of vacation, sickness, program start-up, leaves of absence or other temporary relief.
- c. Nurses will notify the Employer of their work availability. Thereafter, they shall notify the Employer of any changes in writing. Failure to do so may result in removal from the pool.
- d. Nurses will receive a professional orientation.
- e. Prior to utilizing this Temporary Nurses Agreement for a special event or program, the Employer will seek volunteers from among current employees

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who have the then present ability to perform the required duties of the special event or program, and, if the use of said volunteers does not hinder the operational needs of the Employer. Employees will be given reasonable advance notice of special events or programs in order to volunteer. When possible upon request of the INA, the department will meet and discuss the selection of volunteers. If there are more volunteers than assignments, the Employer shall select the most qualified employee who can perform the required duties of the special event or program. Between equally qualified employees, the more senior shall be selected.

- f. Nurses will be paid at the straight time rate for all work performed up to and including forty (40) hours per week and for all hours on a holiday. Said individuals will be paid at one and one-half the straight rate of pay for all hours worked in excess of forty (40) hours.
- g. The Association will be notified quarterly of the employees working under this Agreement. Further information on the work schedules will be provided to INA upon request.
- h. Temporary Nurses will not be and shall not attain Career Service or Probationary Career Service status. Said employees are not eligible for any other compensation or benefits other than those enumerated above.
- i. Individuals performing work under this Agreement shall not perform work in

any assignment for longer than one-hundred twenty (120) calendar days. The time period for such said individual may be extended by mutual agreement of the parties. The Employer agrees that it will not use temporary nurses under this Section in a way which will displace any regular employees covered under this Agreement, or which will otherwise eliminate any bargaining unit position.

- j. The City and the INA shall meet within thirty (30) days of the ratification of the Collective Bargaining Agreement to discuss and agree upon a dues check off/fair share provision.
- k. The hourly rate of pay shall be \$32.00, effective on the first day of the first payroll period following the date of final ratification of the Agreement.

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ARTICLE VII GRIEVANCE AND ARBITRATION

Section 7.1 Discipline

- a) All disciplinary actions, up to and including discharge, shall be subject to review only under the applicable grievance and arbitration procedures provided in Article 7. Such contractual review procedures shall be the sole and exclusive means for review of any and all such disciplinary actions, and no review of any such disciplinary action shall be available before the City's Human Resources Board or Police Board. An employee who may be subject to disciplinary action for any impropriety has the right to ask for an Association representative to be present at any interrogation or hearings.
- b) The Employer within its discretion may determine whether disciplinary action should be an oral warning, written reprimand, suspension or discharge, depending upon various factors, such as, but not limited to, the severity of the offense or the employee's prior record. Discipline shall be for just cause and principles of progressive discipline shall apply as set forth in the Personnel Rules of the City of Chicago. Such discipline shall be administered as soon as practical after the Employer has had a reasonable opportunity to fully investigate the matter. In cases of oral warning, the supervisor shall inform the employee that she/he is receiving an oral warning and the reasons therefore.

For discipline other than oral warnings, the employee's immediate supervisor shall meet with the employee and notify him/her of the accusations against the employee and give the

employee an opportunity to answer said accusations. Specifically, the supervisor shall tell the employee the names of witnesses, if any, and make available copies of pertinent documents the employee or Association is legally entitled to receive.

If the employee requests the presence of an Association representative at a meeting, one will be provided, if readily available, within a reasonable time period who shall be given the opportunity, if the employee requests, to rebut the discipline and request further pertinent information.

The Employer will notify the Association's office in writing of the pre-disciplinary meeting at the time the Employer notifies the employee. The Employer shall not have to unreasonably defer or avoid its intended disciplinary action because of the unavailability of an employee representative, taking all of the circumstances into account. The

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Employer is not obligated to meet with the employee prior to taking disciplinary action where the employee is unavailable or in emergency situations. The Employer's failure to satisfy this Section 7.1(b) shall not in and of itself result in a reversal of the Employer's disciplinary action or cause the Employer to pay back pay to the employee.

In the event disciplinary action is taken, the employee and the Association shall be given, in writing, a statement of the reasons therefore. The employee shall initial a copy, noting receipt only, which shall be placed in the employee's file.

Conduct of Disciplinary Investigations Supplementing all rights and processes due employees covered by this Agreement who may be the subject of a disciplinary investigation by the Inspector General, the interview will be conducted in the following manner:

- A. The interview of the employee shall be scheduled at a reasonable time, preferably while the employee is on duty, or if feasible, during day shift hours.
- B. The interview, depending upon the allegation, will take place at the employee's location of assignment, normal department location or other appropriate location, but not at a police station.
- C. Prior to an interview, the employee under investigation shall be informed of the person in charge of the investigation, the identity of the interviewer and all persons present during the interview. When a formal statement is being taken, all questions directed to the employee shall be asked by and through one interviewer at a time.
- D. The length of the interview sessions will be reasonable, with reasonable interruptions permitted for personal necessities.
- E. At the beginning of the interview, the employee shall be informed of the nature of the matters

to be discussed.

- F. An employee under investigation shall not be threatened with transfer, dismissal or disciplinary action, or promised a reward, as an inducement to provide information relating to the matter under investigation, or for exercising any rights contained in this Agreement provided, however, that this Section shall not prohibit or prevent an

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accurate reading of the employee's administrative rights, or the imposition of discipline in accordance therewith.

- G. An employee under investigation will be provided, without unreasonable delay, with a copy of any written statement the employee has made.

- H. (1) If the allegation under investigation indicates a recommendation for discipline is probable against the employee, said employee will be given the statutory administrative proceedings rights prior to the commencement of the interview. (2) If the allegation indicates that criminal prosecution may be probable against said employee, the provisions of this Section shall be inapplicable and said employee will be afforded his constitutional rights concerning self-incrimination prior to the commencement of the interview. An employee will not be read his/her administrative and Miranda rights during the same interview.

- I. At the request of the employee under investigation, an employee who may be subject to discipline shall have the right to be represented in the interview by a representative of the Association. The employee shall be told that he/she has the right to Association representation before commencement of the interview. The interrogation shall be suspended until representation can be obtained, provided the suspension is not for an unreasonable time and the Employer does not have the interview unduly delayed.

- J. The Employer shall not compel an employee under investigation to speak or testify before, or to be questioned by, any non-governmental agency relating to any matter or issue under investigation.

- K. The results of a polygraph examination shall not be used against an employee in any forum adverse to the employee's interests. The Employer will not require a polygraph examination if it is illegal to do so. If an employee is asked to take a polygraph examination, he/she will be advised in writing 24 hours prior to the administration of the examination. The results of any polygraph examination shall be known to the employee within one week.

- L. This section shall not apply to employee witnesses.

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- M. The identity of an employee under investigation shall not be made available to the media during the course of an investigation until charges are filed by the Employer and the employee has the opportunity to respond thereto. If an employee is exonerated after the City initially informed the media of the charges against the employee, the City will make that fact available to the media where the employee requests it.
- N. In the event that disciplinary action is taken against an employee, any allegations of violations of this Section shall be heard in connection with, and in the same forum as, grievances which protest said disciplinary action.
- O. Any evidence or information including employee statements that is obtained in violation of the rights enumerated in this Section, shall be suppressed and shall not be used by the Employer for any disciplinary action against the employee, or in the case of promotions or transfers.

Should during the life of this Agreement the City Council enact an ordinance which transfers the investigative authority of the Inspector General to another City Department or agency, the provisions of this Section shall be deemed to be applicable to that Department or agency.

Section 7.2 Predisciplinary Procedures

Section 7.2(a) Grievance Procedure

1. **Matters which are management rights, except as expressly abridged by a specific provision of this Agreement, and disciplinary actions of suspensions of over thirty (30) days and discharges, shall be excluded from this grievance procedure. Suspensions of over thirty (30) days and discharges shall be governed exclusively by the terms of Section 7.2(b) below. Disciplinary cases which are converted from a discharge to a suspension as a result of a decision of the Human Resources or Police Board do not thereafter become arbitrable as a result of said decision.**
2. Except as set forth in Sections 7.2(a)(1) above and 7.2(b) below, any and all disputes and differences involving Department of Personnel Rules, or an agency administrative action, or an interpretation or application of a specific section in this Agreement between the Employer and the Association or any of the nurses it represents shall be exclusively settled in the following manner and there shall be no interruption of the operation of the Employer. It is agreed that the time

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limitations set forth herein are of the essence and that no action or matter not in compliance therewith shall be considered the subject of a grievance unless said time limitations are extended by written agreement of both parties to this Agreement.

Before a formal grievance is initiated, the nurse shall discuss the matter with her/his immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

STEP I

- A. The nurse or the Association shall put the grievance or complaint in writing on the Employee Problems Form Step I or the Association grievance form within ten (10) working days of having knowledge of the event which gives rise to the grievance. In the space provided, the nurse or the Association will indicate what Section and part of the Agreement is in violation and the requested remedy, and submit the form to her/his immediate supervisor.
- B. The immediate supervisor will notify the nurse in writing of her/his decision in the space provided on the original Employee Problems Form Step I. This form will be returned to the employee and the Association within ten (10) calendar days after receipt of the written complaint.

STEP II

- A. If the grievance is not settled at the first Step, the Association representative and/or the nurse shall have the right to make an appeal in writing on Employee Problems Form Step II or the Association grievance form, Step II to the Department Head's designee and/or Director of Nursing within ten (10) calendar days after the date of the decision by the immediate supervisor. A meeting shall be held within five (5) working days thereafter. The name of the Department Head's designee shall be posted for nurses in areas where nurse notices are normally posted and submitted to the Association.
- B. The Department Head's designee will notify the nurse in writing with a copy to the Association of her/his decision on Employee Problems Form Step II or the Association grievance form, Step II, within ten (10) calendar days of the Step II meeting.

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If the grievance is not settled in Step II, the Association or the nurse may appeal in writing on the space provided on Employee Problems Form Step III or the Association grievance form. Step III,

along with Steps I and II to the Department Head within ten (10) calendar days of receipt of the senior supervisor's decision. If the dispute involves nursing practice issues, the appeal, upon request, shall be heard by the Department Head and the Director of Labor Relations who shall seek the full input of the Director of Nursing concerning the dispute before the Employer gives the Association and the grievant a final answer.

The Department Head shall meet with the Association in an effort to resolve said grievance and reply in writing of her/his decision within ten (10) calendar days from receipt of Step III to the nurse and the Association.

Any settlement at Step I, II or III shall be binding upon the Employer, Association and the aggrieved nurse(s). Failure of the Employer to answer a grievance within the time limits herein shall permit the Association to refer the case to the succeeding step of the procedure. The Association will be informed of and allowed to be in attendance at all grievance or disciplinary hearings.

If the grievance is not settled at the third step, either the Association or the Employer may notify the other in writing within thirty (30) days of receipt of the Step III decision, that they request final and binding arbitration.

If the grievance or arbitration affects more than one nurse, the grievance or arbitration may be presented by a single selected employee representative of the group or class. Either the Employer or the Association may file a grievance at Step III.

Even though a grievance has been filed, nurses are obligated to follow instructions or orders of supervisors of the Employer, subject to discipline, except where the instruction or order is so inherently dangerous to the nurse that it could cause death or serious physical harm. The Employer agrees that by following instructions or orders the nurse does not waive the nurse's right to process her/his grievance.

G. Upon written request, at any step of the grievance procedure, the Association shall be given specified written materials, policies or documents pertinent to the grievance under consideration to which the Association is legally entitled.

STEP IV

A. If the matter is not settled in Step III, the Association or the Employer but not an individual nurse(s), may submit the dispute to arbitration only if it involves an interpretation or application of a specific section of this Agreement by serving a written request to arbitrate, setting forth the facts and specific relief requested, within thirty (30) calendar days after the answer is given at Step III hereof. Within seven (7) calendar days after receipt of the written notice of arbitration the parties shall meet or otherwise attempt to select an impartial arbitrator by mutual agreement. If after seven (7) calendar days the parties are unable to mutually agree upon selection of an arbitrator, the parties will contact

the Federal Mediation and Conciliation Service and request a panel of eight (8) arbitrators. No subsequent panel may be requested except with the mutual written agreement of the Employer and the Association. The Employer and the Association will alternately strike names from the listing of arbitrators until the arbitrator is chosen.

B. The Employer will strike first. The Arbitrator will advise the parties of his/her fees and expenses prior to selection and will be expected to charge such fees and expenses. The fees and expenses of the Arbitrator shall be borne by the party whose position is not sustained by the arbitrator. In cases of split decisions, the arbitrator shall determine what portion each party shall be billed, based upon which party, if any, substantially prevails. Each party shall be responsible for compensating its own representatives and witnesses. The cost of a transcript shall be shared if the necessity of a transcript is mutually agreed upon between the parties. The Arbitrator shall select a date for arbitration within sixty (60) days of notice that a grievance is ready for arbitration and submit his/her decision within thirty (30) days following such hearing. Nothing herein prevents the parties from mutually agreeing to select an arbitrator without using a panel from FMCS.

C. The parties may agree to submit more than one (1) grievance to an Arbitrator.

D. An arbitrable matter must involve the meaning and application or interpretation of a specific provision of this Agreement. The provisions of this Agreement shall be the sole source of any rights which either party may assert in arbitration. The Arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of

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the grievance or dispute. The decision of the Arbitrator shall be based wholly on the evidence and arguments presented to him/her by the parties in the presence of each other. No arbitration hearing shall be held unless both parties are present. The decision of the Arbitrator shall be final and binding on all parties to the dispute, including the employee or employees involved.

Section 7.2(b) Procedures for Arbitrations of Suspensions of Over Thirty (30) Days and Discharges

1. In the event that the Association intends to seek arbitration of any suspension of over thirty (30) days or any discharge, the Association shall notify the Employer in writing, within fifteen (15) calendar days of the effective date of the suspension or discharge, that it requests final and binding arbitration of the suspension or discharge. The Association shall submit its written request for final and binding arbitration to both the affected Department and the Department of Law.

2. Within five (5) working days of service of the arbitration request on the Employer, a representative from the Association and a representative from the Employer's Department of Law shall confer and select an arbitrator.

3. The terms of Step IVB and Step IVD of Section 7.2(a)(2) above shall also apply to arbitration of suspensions of over thirty (30) days and discharges, except only that the arbitrator shall conduct a hearing within sixty (60) days of being notified by the parties of his/her selection, and the arbitrator shall submit his/her decision within thirty (30) days following the close of hearing, unless the parties mutually agree otherwise. If an arbitrator informs the parties that he/she is unable to comply with said time frames, the parties will select another arbitrator, unless the parties mutually agree otherwise.

4. It is agreed that the time limitations set forth in Section 7.2(b)(1) are of the essence, and that any request for arbitrator not in compliance therewith shall not be considered arbitrable, unless said time limitations are extended by written agreement of both parties to this Agreement.

Section 7.3 Association Representatives

The Association will advise the City in writing of the names of its officers and grievance representatives. These officers and grievance representatives will be permitted a reasonable amount of time without loss of pay during working hours to investigate and process grievances where this does not substantially interfere with the efficient operation of the department, provided that such representatives shall observe the Employer's reasonable visitation rule for Association representatives. The representative shall ask his/her immediate supervisor for permission to handle grievances on work time, it being understood

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that the operation of the department takes precedence unless there is an emergency, but such permission shall not be unreasonably denied.

Section 7.4 Prohibition Against Discrimination

The Employer agrees not to discriminate against any employee on the basis of race, sex, creed, religion, color, sexual preference, marital (including parental) status, age, national origin, or mental and/or physical handicap, or Union activity.

ARTICLE VIII

EDUCATION, TRAINING, AND PROFESSIONAL DEVELOPMENT Section 8.1

Tuition Reimbursement

Rules and procedures regarding tuition reimbursement shall be as described in Exhibit G attached, which by reference is made part of this Agreement.

a. Nurses shall be entitled to tuition reimbursement subject to the restrictions provided in the Tuition Reimbursement Policy identified as Exhibit H in this agreement.

- b. The Employer will, upon request, notify the Association in writing of the names of nurses who have been granted tuition reimbursement, the amount of the reimbursement, and the names of nurses whose applications were denied. This request should specifically identify the employee by name and by title code. No more than two (2) requests shall be made per calendar year.

Section 8.2 Paid Released Time For Education

Subject to the approval of the Commissioner or his designate, a registered nurse enrolled in an educational program leading to the bachelor's, master's or doctoral degree in nursing or a related field such as Public Health, Public Health Administration or Management shall be allowed up to two (2) hours per week paid released time from work where such time is necessary to travel to and/or attend classes.

Section 8.3 Continuing Education - Orientation

The means by which new staff members are introduced to the philosophy, goals, policies, procedures, role expectations, physical facilities, and special services in a specific work setting. Orientation occurs at the time of employment, and precedes changes in any of the above during employment in a specific work setting.

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Section 8,4 Continuing Education Within Staff Development An organized planned program, under the direction of the Commissioner or his/her designee, in which learning experiences are designed to build upon the previously acquired knowledge and skills of the learner. Independent endeavor is encouraged on the part of the learner. Only activities in the continuing education component qualify for the continuing education contact hour.

Section 8.5 Continuing Education Outside the Department

- a. Part time nurses will be scheduled for required in-service programming on Department time. Protocol for part time nurses to acquire C.E.U.'s for approved programs will be based on the general premises of that affecting full-time staff.
- b. Full time nurses shall receive up to 35 hours per year of paid time for continuing education workshops, seminars, etc., as approved by the Department head.
- c. Continuing education for Registered Nurses is not mandatory.
- d. Beginning in calendar year 2008, Nurse Practitioners will be eligible to receive reimbursement, in an amount up to \$500 per calendar year, for registration fees paid for continuing education programs, as approved by the Department head or his/her designee. Requests for reimbursement shall be submitted to the Director of Nursing.

Section 8.6 Protocol

The following protocol must be addressed when submitting requests for in-service or continuing education:

- a. Staff submit written request through supervisor to the Director of Nursing. The City will make required forms available to employees.
 1. Use specific Form N.S. 95: Request for continuing education programs, workshops, meetings, etc. Submit two (2) copies to your supervisor.
 2. State personal objectives for attending program, indicating expected outcomes in relation to Department programs and staff's responsibilities (how will the staff person implement this into her functions, how does he/she expect to change by virtue of attending this program, etc.).
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3. Attach a copy of requested program (unless known to the Director of Nursing).
 4. State how the content and reaction to workshop will be shared with other staff by the person requesting to attend.
- b. Staff's Supervisor reviews request.
 1. Approves or disapproves, stating reason in writing. No reasonable request shall be denied.
 2. Submits one (1) copy of N.S. 95 to the Director of Nursing as completed above, indicating supervisor's approval. Within fourteen (14) calendar days of receiving the employee's request, the Supervisor will inform the employee if the request has been disapproved by the Supervisor or submitted to the Director of Nursing for consideration.
- c. The Director of Nursing reviews submitted requests and makes selection for attendance based on following "criteria."
 1. Agency's ability to meet staffing for programs needs.
 2. Staffing needs of the agency.
 3. Correlation of objectives of workshop with staff's personal objectives as written.
 4. Seniority of staff (after above criteria have been met) when number requesting to go exceeds number agency limits to go.

- d. The Director of Nursing will notify the supervisor who will tell staff of the decision and return to the staff person their copy of the N.S. 95.
- e. After the meeting, staff completes #4 (on N.S. 95), a brief critique of the meeting or states that they did not attend meeting and why.
- f. Staff submits the completed N.S. 95 to the Director of Nursing for inclusion in employee record folder and for validation of future in-service requests.

Section 8.7 Performance Evaluations

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As part of the evaluation process, the nurse's supervisor shall discuss the evaluation with the employee and give him/her the reasons for such evaluation and an opportunity to clarify or rebut his/her evaluation. During the discussion each nurse shall receive a legible copy of the performance appraisal, signed by the supervisor and the nurse. The nurse's signature will indicate only that he/she has seen the evaluation.

The evaluation form shall state that it is the nurse's right to place a rebuttal in his/her file if the nurse so chooses.

Both the evaluation and the rebuttal shall be retained in the nurse's personnel file.

Section 8.8 Preceptors

The Employer and the Association mutually recognize the value of preceptorship in the training of new bargaining unit employees. Where the City assigns a nurse to precept a new employee, the appropriate City supervisor will discuss the terms of the preceptorship with the preceptor and the new employee, and the Department will utilize its current validation checklist, or some other similar informal written document. The preceptorship will be taken into consideration in any evaluation of the precepting nurse's performance with respect to his/her caseload.

Section 8.9 Training

The Employer and Association are committed to the principle of training for employees in order to improve efficiency and effectiveness. The Employer has the right to require employees to attend training without the loss of pay, and the Employer may request proof of attendance. The Employer may change an employee's start time to coincide with the hours of the training.

ARTICLE IX ASSOCIATION REPRESENTATION

Section 9.1 Dues Deduction

Upon receipt of a written authorization in a form agreed upon by the Employer and the Association, the Employer shall deduct from the wages of the nurses concerned the dues uniformly required and shall forward the full amount to the Association by the tenth (10th) day of the month following the month in which the deductions are made. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Association during the fifteen (15) day period prior to the expiration of this Agreement. The Employer will not similarly deduct the dues of any other organization as to nurses covered by this Agreement.

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Section 9.2 Fair Share

It is further agreed that thirty (30) days after the later of the execution of this Agreement or the nurse's date of hire, the Employer shall deduct from the earnings of nurses who are not members of the Association, a monthly amount as certified by the Association and shall remit such deductions to the Association at the same time that the dues check-off is remitted under terms and procedures as shall be agreed upon in negotiations between the Employer and the Association. It is understood that the amount of deduction from said non-member bargaining unit nurses will not exceed the regular monthly Association dues and represents the nurse's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Section 9.3 Right of Non-Association

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a Church or other religious body of which such employees are members.

Section 9.4 Condition of Employment

Each nurse who on the effective date of this Agreement is a member of the Association, and each nurse who becomes a member after that date, shall, as a condition of employment, maintain his/her membership in good standing in the Association during the term of this Agreement.

Any present nurse who is not a member of the Association shall, as a condition of employment be required to pay a fair share (not to exceed the amount of Association dues) of the cost of the collective bargaining process and contract administration. All nurses hired on or after the effective date of this Agreement and who have not made application for membership shall be required, thirty (30) days after the later of the execution of this Agreement or their hire date, to pay a fair share of the cost of the collective bargaining process and contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Section 9.5 Indemnity

The Association shall indemnify and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability, including damages, attorney's fees (as outlined in the side letter) and court and other costs that shall arise out of any action taken or not taken by the Employer for the purpose of complying with

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this Article, or in reliance on any list, notice, certification or assignment furnished under any of such provisions.

Section 9.6 Contract Negotiations

The Employer agrees to meet with Association representatives, including Local Unit representatives, but not more than five (5) who are employees covered by this Agreement, at reasonable times to negotiate a subsequent collective bargaining agreement. The names of designated representatives shall be certified to the Employer in writing by the Association. Said designated representatives attending the meeting shall participate without loss of pay. During the course of contract negotiations with the City, said designated representatives may also be allowed a reasonable amount of time without loss of pay during working hours for the purpose of meeting, and/or traveling to meetings, to discuss issues relevant to their representation of the Association in said negotiations, provided that no one designated representative will be granted more than a total of four (4) hours of paid time under this Section in any calendar year, and provided further that the total paid time used by all designated representatives under this Section does not exceed twenty-eight (28) hours in any calendar year. Designated representatives will obtain the permission of their respective supervisors before using paid time under this Section, it being understood that the operational needs of the department take precedence.

Section 9.7 Attendance at State and National Conferences Subject to staffing needs, a reasonable number of elected delegates will be permitted to attend state and national conferences/meetings of the INA/American Nurses Association and United American Nurses. The City will continue its practice of reimbursing such attendees for wages lost while enroute to and from, and attending, the conference/meeting. It is expected that travel shall be by the most expeditious method available.

Section 9.8 INA Orientation

The Employer agrees to grant the Association a reasonable opportunity during the orientation of new nurses to present the benefits of membership in the Association. The Association may have up to one (1) hour prior to, or following, the Employer's normal orientation period.

ARTICLE X NO STRIKE OR LOCKOUT

Section 10.1 No Strike

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During the term of this Agreement neither the Association, its officers, or members shall instigate, call, encourage, sanction, recognize, condone, or participate in any strike (including, but not limited

to sympathy strikes and strikes to protest Union or third party conduct), slowdown, stoppage of work, boycott, picketing, or willful interference with rendering of services by the Employer.

Section 10.2 Association Responsibility

The Association agrees that it will use its best efforts to prevent any acts forbidden in this Article and that in the event any such acts take place or are engaged in by any nurse or group of nurses, the Association further agrees it will use its best efforts to cause an immediate cessation thereof. If the Association immediately takes steps in good faith to end any strike, slowdown, stoppage, boycott, picketing or interference, the Employer agrees that it will not bring action against the Association to establish responsibility for such wildcat or unauthorized conduct.

Section 10.3 Discipline For Breach.

The Employer in its sole discretion may terminate the employment or otherwise discipline any nurse or nurses who engage in any act forbidden in this Article.

Section 10.4 No Lockout

The Employer agrees not to lock out the nurses during the term of this Agreement.

ARTICLE XI MISCELLANEOUS

Section 11.1 Personnel Files

The Employer's personnel files and disciplinary history files, except for confidential documents, relating to any nurse shall be open and available for inspection by the affected nurse during regular business hours. Any material and/or matter not available for inspection shall not be used in any forum adverse to the nurse's interest. Records of disciplinary action which are over two years after the date of the incident or the date upon which the violation was discovered, whichever is longer, shall not be used against the nurse unless the matter is the subject of either civil or criminal court litigation prior to the expiration of the two-year period.

Section 11.2 Bulletin Boards

The Employer or her/his designee in the department shall, upon the request of a nurse of that department or agency, and subject to the availability of space, designate space on a bulletin board for the nurse to post materials which do not relate to official City business. The nurse shall not use such space for posting

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abusive, inflammatory or partisan political material. All materials which are posted by the nurse must be signed and dated by such nurse prior to posting, and bear the approval of the Department Head or his designee.

Section 11.3 Waiver

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this Agreement. The parties expressly waive and relinquish the right, and each agrees that the other shall not be obligated during the term of this Agreement, to bargain collectively with respect to any subject matter concerning wages, hours or conditions of employment referred to or covered in this Agreement, or discarded during the negotiations, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated this Agreement.

Section 11.4 Complete Agreement

This Agreement represents the sole and complete Agreement between the parties, and supersedes all prior agreements.

Section 11.5 Modifications

After this Agreement has been executed, no provision may be altered or modified during the term of the Agreement except by mutual consent in writing between the Employer and the Association, and only at a conference called for such purpose by the parties and ratified by their respective organizations. All such alterations or modifications shall be executed with the same formality as this Agreement.

Section 11.6 Nursing Practice Council

A Nursing Practice Council shall be established to meet and discuss issues that affect the practice of nursing and the delivery of care to the public. Grievances and changes to this Agreement shall not be discussed. The committee shall report their findings and recommendations to the Commissioner of the Department of Public Health. The committee's role is advisory. The Council shall have an equal number of INA representatives and management representatives from the Department of Health, not to exceed five (5) representatives from each party. The Council shall meet bimonthly, unless parties mutually agree to other arrangements. Nurses attending the meetings shall be paid their regular straight time rate. INA shall select the five (5) INA representatives and will be responsible for notifying management of their selection. Absent the express agreement of the Employer, no more than one (1)

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INA representative from any one program, work site or cluster will be granted paid time off from work to attend any Nursing Council meeting.

Section 11.7 Health and Safety

A Health and Safety Committee shall be established composed of five (5) representatives of INA and five (5) representatives of management. The committee shall meet on a monthly basis to identify, inspect and correct unsafe or unhealthy working conditions which may exist. The committee shall

make recommendations to the appropriate Department Commissioner who shall respond to these recommendations within thirty (30) days of receipt of the recommendation.

The Employer shall continue its efforts to provide for a safe working environment for its employees as is legally required by federal and state laws.

Section 11.8 Protocol Committee

At least one staff level representative will serve on each protocol committee. The INA will encourage staff to volunteer.

Section 11.9 Automobile Reimbursement

Employees who are required by the Employer to use their own automobiles in the performance of their job shall receive mileage reimbursement at the then effective rate recognized by the Internal Revenue Service, with a maximum of \$200 per month. On the effective date of this Agreement, the maximum reimbursement will increase to \$350 per month. Effective February 1, 2008, the maximum reimbursement will increase to \$450 per month. Effective February 1, 2009, the maximum reimbursement will increase to \$550 per month. Thereafter, the maximum reimbursement will increase effective each February 1 by the percentage increase in the Transportation Expenditure Category of the Consumer Price Index for All Urban Consumers (CPI-U): U.S. City Average for the previous year, as rounded to the nearest \$5 increment. Employees seeking mileage reimbursement must submit that request on a form provided by the Employer. Payment for mileage expenses will be made on a monthly basis. In the event that during the life of this Agreement the Employer shall implement for any group of employees an automobile expense reimbursement program which is more favorable to employees than the provisions of this paragraph, upon notice from the INA, the Employer will meet and discuss with representatives of the INA the possible application of said new program to employees covered by this Agreement.

Section 11.10 Delegation

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Nurses shall not be required or directed to delegate nursing activities to other personnel inconsistent with recognized standards of professional practice and/or the Illinois Nursing Act and the Rules for its Administration.

Section 11.11 Reasonable Accommodation

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

If the Employer, the employee and the Association reach agreement, such agreement shall be binding on the Employer, the Association, and all employees.

In the event a grievance is filed over any action or inaction by the Employer, and the Employer claims that such action or inaction was based on the Employer's obligations under the ADA, the arbitrator shall take the Employer's obligations under the ADA, the Association's obligations under the ADA, as well as the provisions of Section 7.4 (non-discrimination) of this Agreement when rendering his or her decision.

Neither party shall unreasonably withhold its consent to the reasonable accommodation of a nurse.

It is the intent of the parties that reasonable accommodations adopted by the Employer conform to the requirement of the contract to the extent practicable.

In the event of a conflict between this Agreement, any agreement or settlement hereunder or arbitration award and any decision of any agency or court of competent jurisdiction finding a violation of the ADA, such decision shall take precedence over the Agreement, and agreement or settlement hereunder or arbitration award.

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

Section 11.12 Labor-Management Meetings

For the purpose of maintaining communications between labor and management in order to cooperatively discuss and solve problems of mutual concern, labor-management meetings between the INA and designated representatives of the Department of Health will normally be held on a quarterly basis. Representatives of other interested City Departments may attend said meetings at their discretion. Fewer or more frequent meetings may be held by

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mutual agreement of the parties. Meetings shall be scheduled at a time, place and date mutually agreed upon with due regard for the efficient operation of the Employer's business.

The parties may discuss any subject of mutual concern, except for grievances and changes in this Agreement. Each party shall prepare and submit an agenda to the other one (1) week prior to the scheduled meeting. These meetings shall be attended by a reasonable number of representatives of each party, which number shall be mutually agreed to by the INA and the Employer. Any INA representative who is a City employee shall ask his/her immediate supervisor for permission to attend a labor-management meeting on work time, it being understood that the operations of the Department take precedence, but such permission shall not be unreasonably denied.

Section 11.13 Extension of Benefits

Any improvements in holidays, vacations, sick leave for salaried employees, automobile reimbursement, group health, vision care, dental, life and accident benefits, bereavement leave and jury duty leave granted to the majority of other employees of the Employer during the term of this Agreement shall also be granted to employees covered under this Agreement.

ARTICLE XII SEPARABILITY

Section 12.1 Separability

Should any provision of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by decree of a court of competent jurisdiction, only that portion of the Agreement shall become null and void, and the remainder shall remain in full force and effect in accordance with its terms.

ARTICLE XIII DRUG AND ALCOHOL PROGRAM

Section 13.1 Policy Statement

The City of Chicago's essential mission is to provide services to its citizens in a safe and economic manner. The parties to this Agreement recognize that drug and alcohol abuse in the workplace has a deleterious effect on the health and safety of employees, as well as their morale and productivity, all of which creates an undue burden on the persons which the City and the employees covered by this Agreement serve.

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The Employer and the Association maintain a strong commitment to protect people and property, and to provide a safe working environment. To this end, the Employer has also established its confidential Employee Assistance Program for employees with personal problems, including alcohol and substance abuse, and the parties to this Agreement urge employees who have such problems to utilize the Program's services.

To maintain a workplace, which provides a safe and healthy work environment for all employees, the following drug and alcohol program is also established.

Section 13.2 Definitions

- a) Alcohol: Ethyl alcohol
- b) Prohibited Items & Substances:
 - all illegal drugs and controlled substances, alcoholic beverages, and drug paraphernalia in the possession of, or being used by, an employee on the job or the premises of the Employer.
- c) Employer Premises:
 - all property, facilities, land, buildings, structures, automobiles, trucks and other vehicles owned, leased or used by the Employer as job sites or work locations and over which the Employer has authority as employer.
- d) Employee: all persons covered by this Agreement.

- e) Accident:
an event resulting in injury to a person requiring medical attention or causing significant damage to property to which an employee contributed as a direct or indirect cause.
- f) Reasonable Cause:
erratic or unusual behavior by an employee, including but not limited to noticeable imbalance, incoherence and disorientation, which would lead a person of ordinary sensibilities to conclude that the employee is under the influence of drugs and/or alcohol.
- g) Under the Influence:
any mental, emotional, sensory or physical impairment due to the use of drugs or alcohol.
- h) Test:

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the taking and analysis of any body component sample, whether by blood, breath, urine, or in any other scientifically reliable manner, for the purpose of identifying, measuring or quantifying the presence or absence of drugs, alcohol or any metabolite thereof.

Section 13.3 Disciplinary Action

- a) All employees are expected to report to work in a physical condition that will enable them to perform their jobs in a safe manner. Further, employees shall not use, possess, dispense or receive prohibited items or substances or at the Employer's premises, nor shall they report to work under the influence of drugs and/or alcohol.
- b) When, based upon the direct observation of two supervisors, the Employer has reasonable cause to believe that an employee on duty is under the influence of a prohibited substance, the Employer shall have the right to subject that employee to a drug and alcohol test. At the Employer's discretion, the employee may be placed on administrative leave with pay until test results are available. All documentation concerning the decision to perform a drug or alcohol test and the test results themselves shall be kept confidential pursuant to the terms of Section 4(j) herein. If the test results prove negative, the employee shall be reinstated. In all other cases, the Employer will terminate all employees who:
 - i) test positive for drug and/or alcohol use;
 - ii) refuse to cooperate with testing procedures;
 - iii) are found to be under the influence of drugs or alcohol while on duty and on the Employer's premises;
 - iv) are found in possession of alcohol, drugs or drug paraphernalia, or are found selling or distributing drugs or drug paraphernalia, on the Employer's

premises.

(c) All adverse employment action taken against an employee under this program shall be subject to the grievance and arbitration procedures of this Agreement.

Section 13.4 Drug and Alcohol Testing

(a) The Employer may require drug and/or alcohol testing under the following conditions:

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- i) a test may be administered in the event that two supervisors have reasonable cause to believe that an employee has reported to work under the influence of or is at work under the influence of, drugs or alcohol;
- ii) a test may be required if an employee is involved in a workplace accident or fighting;
- iii) a test may be required as part of a follow-up to counseling or rehabilitation for substance abuse for up to a one year period following the end of an in-patient rehabilitation program or one year and 30 days after the initial counseling session;
- iv) **as may be required by agreement or grant program.**

Employees to be tested will be required to sign a consent form and chain of custody form, assuring proper documentation and accuracy. If an employee refuses to sign a consent form authorizing the test, he or she will be subject to termination.

Drug and alcohol testing will be conducted by an independent laboratory accredited by the relevant agency of the United States Department of Health and Human Service ("DHHS"), and may consist of either blood or urine tests, or both. The Employer reserves the right to utilize a breathalyzer to test for the presence of alcohol, in lieu of other clinical testing.

Laboratory testing procedures will conform to the procedures specified in the DHHS guidelines for federal workplace drug testing programs, dated June 9, 1994 and as may be amended hereafter by DHHS.

Initial and confirmatory test results which meet or exceed the cutoff levels for drugs set forth in the DHHS guidelines (and as they may be amended) shall be regarded as "positive," and shall presumptively establish that the tested employee was under the influence of drugs.

Initial and confirmatory (or breathalyzer) test results which meet or exceed the level of blood alcohol established in the Illinois Motor Vehicle Act as legal intoxication shall presumptively establish that the

tested employee was under the influence of alcohol.

The cost of initial and confirmatory testing will be borne by the Employer.

(h) Drug and alcohol test results shall be reported to the Commissioner of Personnel or his designee in the manner to be prescribed by the Commissioner. The applicant or incumbent shall be notified of the test results in writing. The Commissioner will inform the applicable department head of any employee who tests positive for alcohol or drugs, who in turn will initiate disciplinary proceedings under Section 13.3 above.

(i) All urine or blood samples shall be taken in sufficient quantity as to allow for retesting. Any portion not used in the test will be preserved by scientifically reliable means for one (1) year following the test. Any employee whose test result is positive may elect, at his or her expense, to be retested by the same or other laboratory satisfactory to the Commissioner of Personnel, provided that the Employer's testing laboratory shall arrange for transmitting said sample to the second laboratory. Positive results of said retesting shall be conclusive as to the presence of alcohol or drugs. The failure to take a sufficient sample, or to preserve such sample, to allow for retesting, shall not affect the removal from eligibility of an applicant or personnel action, including discharge, of any employee.

(j) No laboratory report or test results shall appear in the incumbent's personnel file unless they are part of a personnel action under this program, but shall be placed in a special locked file maintained by the Commissioner of Personnel, except as such disclosure may be required by this policy, law or ordinance. Such information shall be regarded as confidential and shall be used by the Employer in accordance with the provisions of this Article.

Section 13.5 Employee Assistance Program

(a) The parties to this Agreement recognize that impairment due to drug and alcohol abuse can be an illness which should be treated. Accordingly, employees are encouraged to seek help for a drug or alcohol problem before it deteriorates into a disciplinary matter and may participate if they wish in the voluntary Employee Assistance Program. The Employer also will make nurses covered by this Agreement aware of the Peer Assistance Network for Nurses of the Illinois Nurses Association.

ARTICLE XIV
SUBCONTRACTING

Section 14.1 Subcontracting.

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The Employer will have employees perform bargaining unit work where practicable; however, the Employer reserves the right to contract out work for reasons of efficiency or economy.

- (a) Prior to subcontracting bargaining unit work, the Employer shall the Association notice of any intent to contract out at the time it gives Public notice to prospective bidders.
- b) The notice shall be in writing and shall contain a description of the work to be performed, any contemplated impact on bargaining unit employees, and any other relevant data to enable the Association to discuss with the Employer alternatives to such action.
- c) Upon request, the Employer will meet with the Association within 3 days of such a request.
- d) If the Employer determines to accept a bid and enter into a contract with an outside contractor, the Employer shall give notice of such contemplated action to the Association at least forty five (45) days prior to entering a contract, or as soon as practicable. This notice shall be in writing and contain the name and address of the party who will perform the work, the contractor's proposal, and any modifications to the previously-provided information that is outlined in paragraph (b) above.
- e) The Association may present an alternative proposal to the proposed subcontracting out of bargaining unit work at any time during this process, but not later than thirty (30) calendar days from the date of receiving the notice as set forth in paragraph (d) above. Upon receipt of any alternative proposal from the Association, the Employer shall respond within seven (7) days.
- f) If bargaining unit employees would be displaced by the proposed subcontracting, the Employer shall make available, on a seniority basis, equal-rated permanent jobs the Employer has declared to be vacant in the Department, or other Departments, in that order, provided the displaced employees have the then present ability to perform the required work without further training. However, the employee shall be provided with a reasonable amount of orientation to allow her or him to perform the work. Prior to contracting out of bargaining unit work, the Employer, the Association, and the proposed contractor shall meet to discuss the employment of employees subject to layoff. The Employer will request that the contractor hire laid off employees.

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ARTICLE
DURATION

XV

Section 15.1 Duration

This agreement shall be effective from the date upon which it is ratified by the City Council of the City of Chicago, and shall remain in effect through 11:59 p.m. on June 30, 2017. This Agreement will continue thereafter from year to year unless notice of termination or of a desire to modify this Agreement is given by either party sixty (60) days prior to June 30, 2017, or sixty (60) days prior to any anniversary date thereafter. If such a notice is given, the parties shall meet promptly to negotiate a new Agreement.

Section 15.2 Health Plan Reopener

Health Plan Reopener. Each party reserves the right to reopen this agreement in order to further negotiate the Health Plan set forth in Sections 4.8 4.9 and 4.10 for the following reasons:

1. Any change(s) in the applicable law(s), including but not limited to a universal, national or state health care program mandating significant changes in health insurance benefits that becomes law and is effective during the term of this Agreement;
2. The lack of achievement of health care cost containment as anticipated by the parties pursuant to the establishment and administration of the Labor-Management Cooperation Committee on health care ("LMCC"), as defined below:

(a) The parties charge the LMCC with the responsibility of approving Plan changes that will result in significant cost containment or savings, as measured by a projected increase of costs for any individual plan of no more than 8% in Fiscal Year 2009 and each fiscal year thereafter when compared to health care costs in Fiscal Year 2008 and each previous fiscal year thereafter, respectively.

(b) Should the Plan changes approved by the LMCC fail to result in such cost containment or savings as stated in subsection (a)

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above, the LMCC shall make such adjustments to the Plan as are necessary, including but not limited to adjustments in deductibles, co-pays and co-insurance, to prevent the cost increase from exceeding 8% as measured in subsection (a) above.

(c) Should the Plan changes approved by the LMCC fail to achieve cost containment or savings as stated in subsections (a) and (b) above by the end of following fiscal year, either party may elect to reopen negotiations as set forth herein on the following specific topics:

- Health Plan set forth in Sections 4.8, 4.9 and 4.10;
- Structure of the LMCC;
- Composition of the LMCC;
- Funding of the LMCC;

If any one of the foregoing events or conditions occurs, either party to this Agreement has thirty (30) days to notify the other party of its intent to reopen this Agreement in order to negotiate the Health Plan set forth in Sections 4.8, 4.9 and 4.10. Should either party elect to reopen negotiations pursuant to this provision, it shall submit written notice to the other party. Thereafter, the parties have ninety (90) days within which to reach agreement on the Article. If the parties fail to reach agreement at the conclusion of that ninety (90) day period, each party reserves the right to reopen the entire Agreement.

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IN WITNESS WHEREOF, the parties hereto set their hands and seals at Chicago, Illinois.

CITY OF CHICAGO

By:

Date:

By:

Date:

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APPENDIX A LIFE
INSURANCE

1. Optional Group Term Life Insurance

Effective upon ratification of this Agreement, or upon implementation of the plan, whichever is later, full-time or full-time equivalent Registered Nurses shall have the option to purchase additional Group Term Life Insurance under a new plan (Plan C) . Present employees may opt for new Plan C or stay with old Plan B. New employees will have the new Plan C option only.

Plan B - Optional Group Term Life Insurance - Fixed Rate

Full-time or full-time equivalent Registered Nurses shall continue to have the option of purchasing additional insurance in \$1,000 units up to an amount equal to the employee's annual earnings rounded up to the next multiple of \$1,000. The monthly premium each employee pays will depend upon the amount of coverage selected. Premiums will be deducted from each paycheck.

Plan C - Optional Group Term Life Insurance - Graduated Rate

Full-time or full-time equivalent Registered Nurses shall have the option to purchase additional insurance in the amount of one, two, or three times the Nurse's salary. The monthly premium each employee pays will depend upon the amount of coverage selected and age. Premiums will be deducted from each paycheck.

2. Universal Life Insurance Program

Effective upon ratification of this Agreement, or upon implementation of the plan, whichever is later, full-time or full time equivalent

Registered Nurses shall have the additional option of purchasing Universal Life Insurance for themselves, their spouses and any dependent children. The monthly premium each employee pays will depend upon the amount of coverage selected and age. Premiums may be deducted from each paycheck.

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APPENDIX B MEDICAL CARE BENEFITS

The following changes in the current City Health Care Plan (the "Plan") shall become effective on January 1, 2006, unless otherwise provided in this Appendix B. Unless changed by this proposal, all other aspects of the Plan shall remain in effect.

1. **Plan Alternatives.**

The Plan shall consist of three separate alternative coverages - a PPO plan ("PPO"); a PPO Plan with a Health Reimbursement Account ("PPO/HRA"); and two HMO plans ("HMO").

2. **Plan Design. (a) Network Plans:**

(i) The deductibles, co-insurance and out-of-pocket maximums for the PPO Plan and the PPO/HRA Plan are set forth in Exhibit 1 hereto. For the PPO and PPO/HRA Plans, all covered services are subject to the annual deductible unless otherwise indicated. HMO benefits in Exhibit 1 are not subject to co-pays unless the co-pay is specified.

If the Employer decides that the PPO/HRA alternative lacks sufficient employee enrollment or is cost prohibitive, it may discontinue that alternative provided the Employer provides reasonable prior notice to the Union and an opportunity for those enrolled in the PPO/HRA to enroll in another plan. For this purpose, "reasonable notice" shall be defined as notification in writing of the employer's intent to discontinue the plan at least ninety (90) days prior to the proposed discontinuation where circumstances are within the city's control. In all other cases, the City will provide the maximum notice as is practicable under the circumstances. In addition, in the event that a new health care plan becomes available to the City during a Plan year, the Employer shall have the right to include that new plan in the Plan alternatives upon reasonable notice to and discussion with the Union.

ii) The PPO/HRA Plan shall have an HRA account for each employee (to be administered by the relevant claim administrator or other third party administrator which the Employer shall determine, with prior notice to the Union), which account shall be credited with \$500.00 per individual, and \$1,000.00 per family per Plan year. Such amounts must be used for "qualified medical expenses" (as defined by the Employer), and can be carried over into the next Plan year if not used in the preceding Plan year.

iii) The PPO and PPO/HRA Plan will provide a "wellness" feature for members with a maximum annual benefit of \$600.00 per individual, which is not subject to the Plan deductible or co-insurance.

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iv) Add an emergency room deductible of \$100.00 to the PPO and PPO/HRA Plan which amount shall be waived in the event the individual is admitted to the hospital. The Employer will interpret this provision consistently between its various bargaining units.

v) Add a disease management feature for active employees. The Employer will consider any input from the Union through the Labor Management Health Care Committee concerning the structure and implementation of this feature.

vi) Expand the Employer's 125 Plan effective January 1, 2006, to provide for a voluntary "flexible spending account" feature to allow for the contribution by participants of up to \$5,000 per Plan year to fund certain medical expenses (such as dental, vision, deductibles, co-payments, drug co-payments, and over-the-counter drugs) on a pre-tax basis, subject to the normal IRS rules regarding such plans.

vii) All newly hired employees shall be required to participate in the PPO Plan for the first 18 months of their employment. These employees shall be eligible to participate in the first enrollment period following the 18 month anniversary of their dates of hire.

(b) HMO Plan:

(i) The HMO Plan shall have the minimum features set forth in Exhibit 1 hereto.

3. Health Care Contributions

a) The schedule for employee contributions to the Plan, as set forth in the 1999-2003 collective bargaining agreement(s), shall remain in effect until June 30, 2006.

b) A new employee contribution schedule, which shall become effective July 1, 2006, is set forth in Exhibit 2 hereto.

4. Prescription Drug Coverage

a) Retail Drug Plan:

For the PPO Plan, PPO/HRA Plan, and HMO Plan, the following co-pays shall apply -

i) generic tier 1 - effective through life of the Agreement - \$10.00.

ii) brand formulary tier 2 (brand with no generic substitute) -effective July 1, 2006, \$30.00.

iii) brand with generic substitute - \$10.00 generic co-pay plus the difference in cost between brand and generic drug.

iv) brand non-formulary tier 3 - effective July 1, 2006, \$45.00.

b) Mailorder Plan:

The PPO Plan, the PPO/HRA Plan, and HMO Plan shall have a mail order feature. The co-pays for the mail order plan for a 90 day supply are as follows - (i) generic tier I - effective through life of the Agreement - \$20.00.

(ii) brand formulary tier 2 (brand with no generic substitute) - effective July 1, 2006, \$60.00.

iii) brand with generic substitute - \$20.00 generic co-payment plus difference in cost between brand and generic drug.

iv) brand non-formulary tier 3 - not available in mail order.

5. Dental and Vision Plans

a) **Preventative Dental Plan:**

The Employer shall maintain the current PPO and HMO dental plans with changes to co-pays and deductibles according to the schedule attached as Exhibit 3 hereto.

b) **Vision Care Plan:**

The current vision plan will be deleted. Vision benefits are to be included in the PPO and PPO/HRA Plans, and under the HMO's pursuant to the coverages available in those plans.

The Employer reserves the right to add to, change, modify or withdraw this proposal until final ratification of the entire agreement is concluded.

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EXHIBIT 1

Benefit	PPO	PPO w/HRA	HMO
HRA (single/family)	N/A	\$500/\$ 1000	N/A
Co-Insurance (in/out of network)	90%/60%	90%/60%	N/A

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In-Network Deductible	\$300/person (eff. 1/1/06) \$350/person family (eff. 1/1/07) max of per family	\$1,000 person \$2,000N/A
Out-of-Network Deductible	\$1500/person (eff. 1/1/06) \$3000/familof 3 per family	\$3500 per person m&Status Quo
In-Network OPX	\$1500 per person \$3\$3000 per person m&N/A per family (includes of three per family deductible) (deductible not included)	

Out-of-Network OPX	\$3500 per person	\$7\$11,500 per person	Status Quo \$100,
ER Co-Payment		per family \$100, wa	\$34,000 per family waived if admitted (
		if admitted; not appl	\$100, waived if 1/1/06)
		toward deductible or	admitted; not applic
		OPX (eff. 1/1/06)	toward deductible or
			OPX (eff. 1/1/06)
Office Visits	90%/60%	90%/60%	\$15.00 Co-Pay (eff.
			1/1/06) \$20.00 Co-P
			(eff. 1/1/07)

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Pediatric Immunization

Pap

Smear/Routine Gynecology

Mammograms

Outpatient Surgery

In-Patient Hospital Services

Outpatient Laboratory

Outpatient Radiology

Please Refer to Wellness Benefit

Please Refer to Wellness Benefit

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90%/60%

90%/60%

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Covered

\$15.00 Co-Pay (eff. 1/1/06)

\$20.00 Co-Pay (eff. 1/1/07)

\$15.00 Co-Pay (eff. 1/1/06)

\$20.00 Co-Pay (eff. 1/1/07)

\$15.00 Co-Pay (eff. 1/1/06)

\$20.00 Co-Pay (eff. 1/1/07)

\$15.00 Co-Pay (eff. 1/1/06)

\$20.00 Co-Pay (eff. 1/1/07)

Covered

Covered

Physical, Speech & Occupational Therapy

90%/60% Restoration Only

90%/60% Restoration Only

60 Combined Visits per Calendar Year, Restoration only

Cardiac Rehabilitation

90%/60% Cardiac Rehabilitation Services Only in Programs Approved by Claim Administrator (12 weeks or 36

90%/60% Cardiac Rehabilitation Services Only in Programs Approved by Claim Administrator (12 weeks or 36

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Pulmonary	sessions/year) 90%/60%	sessions/year) 90%/60%	Covered	Covered
Rehabilitation	90%/60%	90%/60%	90%/60%	90%/60%
Respiratory Therapy	Chiropractic Care O	Chiropractic Care O	Referral from Primary	
Restorative Services &	20 Per Year, Max 3	20 Per Year, Max 3	Care Physician Cove	
Chiropractic Care	Modalities Per Visit	Modalities Per Visit	Covered, Requires	
Chemotherapy,	90%/60%	90%/60%	90%/60%	90%/60%
Radiation and Dialysis	90%/60%	90%/60%	90%/60%	HMO Approval
Outpatient Private Duty	90%/60%	90%/60%	Covered, Up to 120	
Nursing Skilled Nursing			Days per Calendar Y	
Care Hospice and Home			Covered	Covered
Healthcare DME &				
Prosthetics				
Outpatient Diabetic	90%/60%	Two Visit	90%/60%	Two Visit
Education Routine Foot	Per Lifetime Not	Per Lifetime Not	Available	According
Care Fertility Treatment	Covered 90%/60%	Covered 90%/60%	HMO Guidelines	
	Inpatient: 90%/60%	Outpatient: 80%	of Co-Pays for Inpatient	
	Max Covered Expenses per Session;	Onland Outpatient		
		Services: \$15.00 Co-		
		Pay		

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Mental Illness Care

Sessions Covered if Treatment Is Not Certified; Max Covered Expenses: \$500G7year

Mental Health & Substance Abuse Max Expenses:

Individual: \$37,500/year Individual: \$250,000/lifetime Family: \$500,000/lifetime
(eff. 1/1/06)

\$20.00 Co-Pay (eff. 1/1/07)

Service Limitations: Inpatient: 30 Days/Year Outpatient: 30 Visits/Year

Substance Abuse

Hearing Exams and Aids

Lifetime Limits

Inpatient: 90%/60%

Outpatient: 80% of \$ 100 Max Covered Expenses per Session; Only 7 Sessions Covered if Treatment Is Not Certified; Max Covered Expenses: \$5000/year

Mental Health & Substance Abuse Max Expenses:

Individual: \$37,500/year Individual: \$250,000/lifetime Family: \$500,000/lifetime

Hearing Screening:

Covered in Wellness Benefit Hearing Aids: Not Covered

Hearing Aids: Covered

Maximum Lifetime Limit is \$1.5 Million

Co-Pays for Inpatient

and Outpatient

Services:

\$15.00 Co-Pay (eff. 1/1/06)

\$20.00 Co-Pay (eff. 1/1/07)

Service Limitations: Inpatient: 30 Days/Year Outpatient: 30 Visits/Year

Screening: Covered in Full

Hearing Aids: Not Covered

No Limit

\$600 per year (effective 1/1/06)

Includes: Subject to further review and development, the Wellness Benefit will cover, outside of deductibles: (1) routine exams, (2) immunizations, (3) mammograms, and

Available According to HMO Guidelines

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(4) vision exams, lenses, frames and contact lenses
The Wellness Benefit will also provide for dental and vision health assessments. Wellness Benefit Is 1
Subject to Plan Annual Deductible

EXHIBIT 2

EMPLOYEE CONTRIBUTION SCHEDULE (PER PAY PERIOD) COMPOSITE 2.0% OF OVERALL SALARY

LEVEL OF COVERAGE

ANNUAL SALARY

1.9854% OF PAYROLL/24

CONTRIBUTIONS AT SELECTED SALARY LEVELS (PER PAY PERIOD)

LEVEL OF COVERAGE

ANNUAL SALARY

Under \$30,000

\$30,001

\$40,000

\$50,000

\$60,000

\$70,000

\$80,000

\$90,000

\$100,000

CURRENT EMPLOYEE CONTRIBUTION SCHEDULE

LEVEL Or COVERAGE

ANNUAL SALARY

UP TO \$30,000 \$30,001 TO \$89,999 \$90,000 AND OVER

\$12.50 1.0281% OF PAYROLL/24 \$38.50

\$19.00 1.579% OF PAYROLL/24 \$59.30

\$22.00 1.9705% OF PAYROLL/24 \$73.95

EXHIBIT 3

BENEFIT DESIGN

Individual Deductible	\$0	\$100 Per Person, \$200 Per Person, Year (eff. 1/1/06) Year (eff. 1/1/06)
Annual Maximum Benefit	Unlimited	\$ 1200 Per Person
ORTHODONTIC PROCEDURES ("BRACES")		
Braces - Under Age 25 Only	\$2300 Co-Payment	Not Covered
Preventative Services		
Oral Exams (Twice a Year) Cleanings	100% Covered in Full \$10 Co-Payment (eff. 1/1/06)	100% Covered in Plan Pays 80% of No Deductible \$1 Allowable Amount -Payment (eff. 1/1/06) Member Pays Balance of Billed Charges Deductible
(Twice a Year) X-Rays (Twice a Year)		
Space Maintainers (Children under 12)		
Basic PROCEDURES Co-Payment (Member Pays)		
Amalgam (Fillings) - One Surface	\$18.53 (1/1/06) \$20.20 (1/1/07)	Plan Pays 60% of Plan Pays 50% of PPO Allowable Amount Member Pays Balance of Billed Charges Deductible
Permanent		
Resin - One Surface Anterior Including Acid Etch	\$21.80 (1/1/06) \$23.76 (1/1/07)	

Pin Retention (per tooth in addition to restoration)	\$28.34 (1/1/06) \$30.89 (1/1/07)	Plan Pays 60% of PPO Allowable. Allowable Amount Member Pays 40% of Billed Charges Deductible.
Routine Extraction Single Tooth	\$21.80(1/1/06) \$23.76 (1/1/07)	Plan Pays 50% of PPO Allowable. Allowable Amount Member Pays 50% of Billed Charges Deductible.
Surgical Removal of Erupted Tooth	\$41.42 (1/1/06) \$45.15 (1/1/07)	
Surgical Removal of Tooth - Soft Tissue Impaction	\$53.41 (1/1/06) \$58.22 (1/1/07)	
Surgical Removal of Tooth -Partial Bony Impaction	\$76.30 (1/1/06) \$83.17 (1/1/07)	
Surgical Removal of Tooth -	\$76.30 (1/1/06)	

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Complete Bony Impaction	•f;>& DEN IXi "HMO Plans' # (must:use-panel DENTISTS)*;'. \$83.17 (1/1/07)	Plan Pays 60% of PPO Allowable. Allowable Amount Member Pays 40% of Billed Charges Deductible.
Alveoloplasty - Without Extractions -Per Quadrant	\$88.29 (1/1/06) \$96.24 (1/1/07)	
Scaling and Root Planning - Per Quadrant with Local Anesthesia	\$41.42 (1/1/06) \$45.15 (1/1/07)	
Gingivectomy or Gingivoplasty -Per Quadrant	\$167.86 (1/1/06) \$182.97 (1/1/07)	
Gingival Flap Procedure Including Root Planing - Per Quadrant	\$160.23 (1/1/06) \$174.65 (1/1/07)	
Osseous Surgery, Flap Entry and Closure - Per Quadrant	\$186.39(1/1/06) \$203.17(1/1/07)	
Pulp Capping - Direct or Indirect	\$14.17(1/1/06) \$15.45 (1/1/07)	
Root Canal Therapy Anterior Bicuspid Molar	(1/1/06) (1/1/07) \$136.25 \$148.51 \$147.15 \$160.39 \$197.29 \$215.05	Plan Pays 60% of PPO Allowable. Allowable Amount Member Pays 40% of Billed Charges Deductible.
Apicoectomy (First Root)	\$126.44(1/1/06) \$137.82 (1/1/07)	
Palliative Treatment	\$15.26 (1/1/06) \$16.63 (1/1/07)	
Limited Occlusion Adjustment	\$23.98 (1/1/06) \$26.14 (1/1/07)	
Major Restorative Procedures		
Inlay - Metallic (One Surface)	\$252.88 (1/1/06) \$275.64 (1/1/07)	Plan Pays 60% of PPO Allowable. Allowable Amount Member Pays 40% of Billed Charges Deductible.
Onlay - Metallic (Three Surfaces)	\$342.26 (1/1/06) \$373.06(1/1/07)	
Core Buildup Including Pins	\$101.37(1/1/06) \$110.49(1/1/07)	
Temporary Crown - With Fractured Tooth (no Charge In Conjunction with Permanent Tooth)	\$68.67 (1/1/06) \$74.85 (1/1/07)	
Crown - Porcelain/Ceramic Substrate	\$353.16 (1/1/06) \$384.94 (1/1/07)	
	\$361.88 (1/1/06)	

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Crown - Full Cast, Base Metal	\$394.45 (1/1/07)
Denture - Complete Upper or Lower	\$444.72(1/1/06) \$484.74 (1/1/07)
Lower Denture Reline - Chair-side	\$135.16(1/1/06) \$147.32 (1/1/07)

BARGAINING UNIT CLASSIFICATION GRADES SCHEDULE S

JOB CLASSIFICATION Occupational Health Nurse Public Health Nurse I

Public Health Nurse I - Hourly Public Health Nurse II

CLASS GRADE 04 04 04

Nurse Practitioner

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MAXIMUM RATE AFTER 1 YEAR AT 91,692 101,136 123,024
STEP 10 STEP 9 RATE & 20 7,641 8,428 10,252
YRS SERVICE
STEP 9 AFTER 1 YEAR AT 87,372 96,300 117,168
STEP 8 RATES 15 7,281 8,025 9,764
YRS SERVICE
STEP 8 X UJ UJ oS QC r F 83,184 91,692 I 111,576
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STEP 9	AFTER 1 YEAR	91,596	100,956	122,832
	AT STEP 8 RATE	7,633	8,413	10,236
	& 15 YRS SERVICE			
STEP 8	AFTER 1 YEAR	87,204	96,120	116,964
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	& 10 YRS SERVICE			
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STEP 8	AFTER 1 YEAR AT STEP 7 RATE & 10 YRS SERVICE	co a, C* co. CO L? CO ^	n £ % «	co CM O) Tf CD co" ^ v-
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City of Chicago Department of Personnel
EXHIBIT G Tuition Reimbursement Application Form

IMPORTANT NOTICE: Read "Tuition Reimbursement Policy" on reverse side.
After completion send to Department of Personnel. Staff &
Organization Development, City Hall Room 1101, 121 North
LaSalle Street, Chicago, Illinois 60602

Soc. Sec. No: Name

Address Zip Code Birth Date_

This information is for statistical purposes only: Asian or American
Indian

Sex: ☐ F ☐ M Race: ☐ White ☐ Black ☐ Hispanic ☐ Pacific Islander ☐
or Alaskan Native

Department Bureau Section

Title Work phone Home phone

Employee Status: ☐ Full Time ☐ Part Time Payroll No.

Name of school

Type of education/training program:

- Undergraduate Major
- Graduate Major
- Vocational/Technical Certificate sought,
- Work related seminar Program name

.Credit hrs. to date .Credit hrs. to date Credit hrs. to date
Credit hrs. to date

Are you in a degree program? ☐ Yes ☐ No

Have you ever received reimbursement from the City for this Degree
program? ☐ Yes ☐ No

Do you receive Financial Assistance from any other source? ☐ Yes ☐ No

If yes, what is the amount of assistance? \$ Term: ☐ Semester
☐ Quarter

List any courses in which you are currently registered.

Course Number	Course Title	Start Date	End Date	Tuition	Credit Hours
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1.

2.

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/hereby apply for reimbursement in accordance with the established "Tuition Reimbursement Policy" and requirements of the Department of Personnel, I have read the on the reverse side of this application, understand it, and agree to comply with these provisions. I also certify the information given above is correct and the education/training program is job related.

Signature of applicant

Date

is (are) course(s) related to the employee's current or probable future work with the city? ☐ Yes ☐ No

Signature

Title Date

Approval of Department of Personnel: Date application receipt sent:

Approved ☐ Disapproved

Date verification received:

City of Chicago Department of Personnel

RELEASE OF FINANCIAL AID INFORMATION

Employee

Complete Sections A and B. Send this form and one copy of the PER-50 form to the Department of Personnel. Staff and Organization Development, City Hall Room 1101, Chicago, 60602. Send the second copy of the PER-50 form, to your department head for approval.

This Release (PER-51) is then sent by the Department of Personnel to the educational institution for information concerning any financial and (scholarships. Federal grants-in-aid. G.I. bill aid, etc.) that an employee may be receiving. The City of Chicago will pay only the difference between the amount of tuition to be reimbursed and the amount already paid by other financial aid sources. No reimbursement will be given until the Department of Personnel has received the PER-51 from the institution.

Employee Name

Social Security Number

Department of Personnel, all financial aid information
requested before for the term, 20

Signature

Section B

Return to: City of Chicago
Department of Personnel City Hal I - Room 1100 121 North LaSalle
Street Chicago, IL 60602

Social Security Number

APPLICANTS: DO NOT WRITE BELOW THIS LINE

Section C

1. Is student receiving Financial Aid for the

2. If yes, what type and amount?

☐ G.J. Benefits

☐ Other \$

Signature

Phone Number

EXHIBIT H
CITY OF CHICAGO TUITION REIMBURSEMENT POLICY

GENERAL PURPOSE: To increase the effectiveness of City services to the citizens of Chicago by encouraging the personal development of City employees through education and training, as well as to prepare employees for advancement.

EFFECTIVE DATE: This policy is effective June 1, 1981.

Reimbursement for any course commencing on or after this date will be subject to this policy statement.

II. ELIGIBILITY REQUIREMENTS:

A. Applicants

1. Applicants must be City employees currently on a City payroll. Board of Education and employees of other governmental agencies are NOT eligible for this program.
2. Applicants must be full-time (a minimum of 35 hrs. a week) or part-time (more than 17 hrs. but less than 35 hrs. a week) employees. Emergency appointments, seasonal employees, Student-As-Trainees and other student employees are NOT eligible.

B. Educational and Vocational/Technical Institutions

1. Applicant's school of enrollment must offer resident classroom instruction and be chartered by and reside within the State of Illinois, or be an on-line course of study which otherwise meets the requirements of this policy.
2. Colleges and Universities must be accredited by the North Central Association of Colleges and Secondary Schools.
3. Technical/Vocational Institutions must be licensed by the State of Illinois or the Commission of the National Association of Trade and Technical Schools.
4. Courses offered at schools not so accredited may be approved by the Department of Human Resources, if such courses have been authorized by a licensing board and/or professional association.

C. Course of Study

Courses of study must be related to the employee's current work or probable future work with the City of Chicago.

III. CONDITIONS AND LIMITATIONS ON REIMBURSEMENT:

- A. Reimbursement is limited to two courses per term.
- B. Reimbursement is for tuition only; cost for books, lab fees, late penalties, supplies and other special fees are NOT reimbursable.
- C. Reimbursement will be limited by the amount of financial aid the employee receives from other sources.
- D. Tuition fees paid to any City College of Chicago will NOT be

reimbursed.

E. Reimbursement will be based on available funds.

F. **The application must be approved by the employee's Department Head or designated authority and by the Department of Human Resources.**

G. All applications must be submitted to the Department of Human Resources within thirty (30) days after the date classes begin.

H. In the case of a work-related seminar, the application and accompanying letter of explanation must be approved by the Department of Human Resources prior to the date of the seminar.

I. The timely reimbursement of tuition to the employee is dependent upon the earliest of applications, Release of Financial Aid Information forms, original grade reports and original receipts of payment by the Department of Human Resources. Carbon, photostatic, or Xerox copies will NOT be accepted.

J. Employees expecting late final grade(s) or for some other reason wishing to hold open their reimbursement request must promptly notify the Department of Human Resources. Unless this procedure is followed, reimbursement will not be paid.

IV. APPLICATION PROCEDURE:

A. Undergraduate Student

1. Complete two (2) copies of the Tuition Reimbursement Application form (PER-SO).

2. Complete one (1) copy of the Release of Financial Aid Information form (PER-51)

3. Immediately send one (1) copy of the PER-SO form, without the departmental signatures, and the PER-51 form to the Department of Human Resources, Staff & Organization Development, City Hall - Room 1100.

4. Send the second copy of the PER-SO form through your department to secure the Department Head's or designated representative's signature. When the second copy is received by the Department of Human Resources, the application will be reviewed and the applicant will be notified of its approval or disapproval.

B. Graduate and

Vocational/Technical Students

1. Complete steps AI-4 as above.
2. Prepare a letter of explanation to the Commissioner of Human Resources, describing how your course of study is related to your present or future job duties. This letter is to be signed by the Department Head or designated representative and submitted with the second copy of the PER-SO to the Department of Human Resources. Only one letter needs to be on file during your course of study.

C. Work-Related Seminar Participants

1. Complete two (2) copies of the PER-SO form.
2. Immediately send one (1) copy of the PER-SO form without the departmental signatures to the Department of Human Resources.
3. Send the second copy of the PER-SO form through your department to secure the Department Head's or designated representative 's signature.
4. Complete step B-2: The letter requested in this step must be APPROVED PRIOR to the start of the seminar.

V. REIMBURSEMENT RATES: Reimbursement is based on grade and granted on the following basis upon submission of original grade reports and original receipts of payment to the Department of Personnel. The rates are as follows:

A. Undergraduate School

1. Grade "A": Full time - 100% Part time - 50%
2. Grade "B" and "C": Full time - 75% Part time - 37 1/2%

B. Graduate and Professional School

1. Grade "A": Full time - 100% Part time - 50%
2. Grade "B": Full time - 75% Part time - 37 1/2%
2. (Grades of "C" are NOT reimbursable at this level of study)

C. Grade of "pass" in a course graded on a Pass/Fail basis:
Full time - 75% Part time - 37 1/2%

D. Work-related seminars are reimbursed for the registration fee only.

VI. Failure to comply with this policy will result in the disapproval of the application and non-payment of reimbursement. The Department of Human Resources will, in all cases, exercise the final judgment as to whether

or not reimbursement will be granted and, if so, the amount of reimbursement.

The Department of Human Resources will administer the Tuition Reimbursement program without regard to race, color, religion, sex, age, national origin or handicap.

In the event an employee commences an undergraduate or graduate degree (including a law degree) program after the execution of this agreement, and obtains an undergraduate or graduate degree with the assistance of the tuition reimbursement program, and the employee, within one (1) year of obtaining such degree, voluntarily resigns from the City, all tuition costs (100%) reimbursed to the employee by the Employer for obtaining such degree shall be repaid to the Employer. If the employee voluntarily resigns after one (1) year but less than two (2) years after obtaining the degree, the employee shall repay one-half (50%) of the tuition reimbursement

to the Employer. If the employee does not complete the degree program and voluntarily resigns from the City, the employee shall repay 100% of all tuition reimbursement received for any course completed within two (2.) years of such resignation. Employees receiving tuition reimbursement for such degrees shall, as a condition of receiving such reimbursement, execute an appropriate form consistent with this paragraph.

The provision shall not apply to reimbursement where the employee is required by the Employer to attend an educational or training program nor shall this provision apply to employees who resign from one department within the City of Chicago for the purpose of accepting employment within another City of Chicago Department.

SIDE LETTER 1

City of Chicago Richard M. Daley, Mayor

Department of Law

Mara S. Georges Corporation Counsel

Labor Division Suite 1040

30 North LaSalle Street Chicago, Illinois 60602 (312)744-5100

(312) 742-9029 (FAX) (312) 744-5131 (TTY)

Pam Brunton Illinois Nurses Association 105 W.Adams, Suite 2101 Chicago, Illinois 60603

<<http://www.cityofchicago.org>>

**Re: Illinois Nurses Association and City of
Chicago 2007 Contract Negotiations Side
Letters**

Dear Ms. Brunton:

This is to confirm that the parties have agreed to attach to the Agreement this Side Letter 1, as well as attached Side Letters 2 through 15, and that all said side letters shall be in full force and effect for the duration of the Agreement. The parties further hereby agree to delete any and all other side letters previously in effect between the parties.

James Q. Brermwald (Chief Assistant Corporation Counsel (312)744-5395

AGREED:

Illinois Nurses Association

BUILDING CHICAGO TOGETHER

SIDE LETTER 2

April 30. 1996 SIDE LETTER

Dear Ms. Adams:'

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This will confirm the understanding of the Employer and INA that all supplemental-letter agreements which are in writing, and have been signed or initialed throughout the course of tite negotiations; are considered incorporated in and part of the Agreement

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SIDE LETTER 3

James Brennwald
Senior Attorney/Supervisor
Department of Law
City of Chicago
30 N LaSalle Street, Suite 1020
Chicago, Illinois 60602

Dear Mr. Brennwald:

This letter is to confirm our Agreement that the Association will provide an itemized fair share notice (hereafter "Notice") which sets forth the major expenditures of the Association qualifying for fair share purposes, and a statement that the information on the Association's expenditures was obtained from the most recent annual audited financial statement of the Association. The Association will also provide, as part of the Notice, a description of the procedure available to non-member employees by an impartial decisionmaker and a statement that disputed portions of fair share objectors' fair share fees will be placed in an escrow account while the objections are pending. Prior to distribution to non-members, the Association shall submit the Notice to the individual or official designated by the Employer for the purpose. The initial Association notice shall satisfy this requirement unless such notice is amended or changed.

The Employer will provide the Association with complete names and addresses, on a monthly basis for all persons hired, in the Association's bargaining unit. The Association shall notify in writing each non-member employee in its bargaining unit of his/her fair share obligation. The Association shall be responsible for distribution of all fair share notices to non-members, including new hires, upon receipt of names and addresses for these employees from the Employer. The Association will certify to the Employer that distribution of the Notice has been completed. The Employer shall not be responsible for the fair share processes, except as provided herein. The Employer shall not be a party to, but shall be bound by, any decision obtained through the Association's internal fair share dispute resolution procedure. The Employer shall not be responsible under any circumstances to guarantee the legal sufficiency or factual accuracy of the Association's fair share calculations, fair share amount or fair share procedures.

The Employer shall not be obligated to remit a fair share deduction to the Association until it has distributed a fair share notice and dispute resolution procedure consistent with the terms of this letter and of Section 9.2, 9.3 and 9.4 of the contract. In the event of a dispute as to compliance, the Employer and the Association shall place deductions in an interest bearing account and proceed to an expedited arbitration on the issues(s) raised by the Employer.

It is further agreed in connection with the indemnification provision of Section 9.5 of the contract that in the event of a claim, suit or demand brought against the Employer arising out of any action taken for the purpose of complying with the provisions of Article 9 of the

contract, or in reliance on any list, notice, certification or assignment furnished thereunder, the Employer shall have the option of representing itself through the office of the Corporation Counsel or through the appointment of a Special Assistant Corporation Counsel. In either event, the Employer shall be solely responsible for the payment of the attorney's fees so generated in representing itself. If, however, the Employer does not exercise either of the above options, the Association shall be solely responsible for the payment of attorney's fees incurred in the defense of the Employer, provided that the Association shall, after consulting with the Employer, select the attorney(s) to represent the ' Employer. '

SIDE LETTER 4

April 30. 1996

SIOE LETTER

Dear Ms. Adams:

This will confirm the understanding of the Employer and the Iffinots Nurses Association (INA) that the RN's shall not ordinarily be assigned to routine cleaning or clerical duties (that can more appropriately be performed by other employees).

vWam Kinonan Director of Labor Relations

□a*

SIDE LETTER 5

May 20, 1996

Ms. Valerie Adams
Staff Specialist, Labor Relations
Illinois Nurses Association
330 S. Wacker Drive - Suite 2200
Chicago, Illinois 60606

Dear Ms. Adams:

This is to confirm that organizational units for the purpose* of detftVnj) are as follows:

1. Department of Human Services
2. Department of Fire : - .
3. Department of Police -:. ;,
4. Department of Health - Six Regions

The regions within the Chicago Department of Public Health, . : Division ofPublic Health Protection/Regulation and Community - ; Health are described on the attached map.

Detailing of Nurses shall first be done within a specific region.

If there are insufficient Nurses with the then present ability to perform the required work in that region, the Department of Health will utilize Nurses who have the then present ability to do the required work, from an adjacent region.

If there are insufficient Nurses with the then present ability to perform the required work in said regions; the Department will utilize Nurses from any other region provided they have the present ability to do the required work.

- Page 2 -

The parties agree that the above listed organizational units were discussed in negotiations between the parties. In the event a change in an organizational unit becomes necessary, the Employer shall give prior notice to the Association and, upon request, meet to discuss such changes. It is the Employers intent to elicit meaningful input from the Association in this regard and the Association may make recommendations to the Department Head. ■The Employer will not be arbitrary or capricious in said organizational units.

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Ofeacnr of Labor Relations

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Regional Health Districts

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7/24/95 Revision 4

SIDE LETTER 6

April 30. 1996

Ms. Valerie Adams
Staff Specialist, Labor Relations
Illinois Nurses Association
330 S. Wacker Drive - Suite 2200
Chicago. Illinois 60606

Dear Ms. Adams:

If the CTA should for any reason discontinue its practice of providing free travel for uniformed nurses, the City shal meet wih the tNA and discuss alternative travel arrangementi.

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OiraciDr of Labor Relations

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SIDE LETTER 7

The parties agree that full time nurses who convert to part^ime will be;■• given credit for salary placement purposes for all hours worked after January 1.1085.

-

For the City of Chicago

For the Illinois Nursesea As»co«bon

Date " Date

April 30, 1996

Ms. Valerie Adams
Staff Specialist, Labor Relations
Illinois Nurses Association
330 S. Wacker Drive - Suite 2200
Chicago, Illinois 60606

Dear Ms. Adams:

Under Section 5.6 of the Agreement a nurse who is on vacation and suffers a covered death in the family may request that the Department Head allow the nurse to return to work and take her leave with pay t under Section 5.6. The Department Head may grant said request within the Department Head's discretion. ,

Sincerely.

William Kinehan
Director of Labor Relations

AGREED

INA Representative

City of Chicago

Date Oate

(wpfile/nurses.agr/p5)

■iS} ". LETTER;9

August 17, 1999

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Richard M. Dulev. \a>or

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Ms. Michelle Couturier
Statf Specialist. Labor Relations
Illinois Nurses Association,
300 South Wacker Drive, Suite 2200
Chicago. Illinois 60606 ■ ,

Dear Ms. Couturier:

This letter is to i nform you that the .Department of ^Personnel' s Classification arid Compensation Service'Division has deleted the.foilowing job classifications. -

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Case Manager 3755 ' S05 37

Psychiatric Nurse 3531 S04 37

Please be advised that the City recognizes that these job classifications are represented by the Illinois Nurses Association (INA). If these job classifications as well as the duties and responsibilities encompassed by them are reestablished in the future, they will continue to be represented by the INA.

Should you have any questions, please contact me or a member of my staff at 747-8975.

Sincerely,

William Kinahan Director of Labor
Relations

WK/nm

SIDE LETTER 10

City of Chicago Richard M. Daley, Mayor

Department of Law

Mara S. Georges Corporation Counsel

Suite 1020

30 North LaSalle Street Chicago, Illinois 60602 (312) 744-5100 (312) 744-3989 (FAX) (312) 744-5131 (TTY)

<<http://www.ci.chi.il.us>>

6/13/00

Larry Basem

Illinois Nurses Association 300 South Wacker Drive Suite 2200

Chicago, Illinois 60606

Re: Illinois Nurses Association and City of Chicago 1999 Contract Negotiations Tuition Reimbursement/City Colleges

Dear Mr. Basem:

This is to confirm the parties' agreement that, notwithstanding the terms of part HLD of Appendix P of this Agreement, effective January 1, 2001, the City will reimburse tuition fees paid to the City Colleges of Chicago in accordance with the terms of Appendix L, but only for courses providing credits which are both necessary for, and transferable toward, the attainment of a BSN degree, and only for such courses beginning on or after January 1, 2001.

Sincerely,

James Q. Brennwald
Chief Assistant Corporation Counsel
(312)744-5395

SIDE LETTER 11

6/13/00 Larry Basem
Illinois Nurses Association
300 South Wacker Drive, Suite 2200
Chicago, Illinois 60606

Re: Illinois Nurses Association and City of Chicago 1999 Contract Negotiations ~ Team
Leaders

Dear Mr. Basem:

This is to confirm the parties' agreement that, effective no later than January 1, 2001, where "team leader" duties and responsibilities are to be regularly performed at any Department of Health ("Department") Neighborhood Health Center or Department Maternal and Child Health Primary Care Clinic, said duties and responsibilities shall normally be performed by employees working in the classification of Public Health Nurse II ("PHN II"), in addition to such employees' other duties and responsibilities.

The City agrees that, for any current Public Health Nurse I ("PHN I") who bids on a posted PHN II/team leader position posted before January 1, 2002 at any Department Neighborhood Health Center or Department Maternal and Child Health Primary Care Clinic, and solely for the purpose of determining whether the PHN [] meets the minimum qualifications to fill that PHN II/team leader position pursuant to Section-6:5 of this Agreement, the City will waive the requirement of a BSN degree included in the City's PHN II class specification. Said BSN degree requirement will also be waived for the purpose of considering requests for transfer between PHN II/team leader positions at Department Neighborhood Health Centers or Department Maternal and Child Health Primary Care Clinics, but not for transfers to any other PHN II positions.

Nothing in this side letter of agreement shall be construed as requiring the Department to maintain any minimum number of staff at any work site, or as otherwise restricting the Department's managerial rights to assign work.

(312) 744-5395

AGREED:
Illinois Nurses Association

City of Chicago Richard M. Daley, Mayor
Department of Law
Mara S. Georges Corporation Counsel
Labor Division Suite 1040
30 North LaSalle Street Chicago, Illinois 60602 (312)744-5100 (312) 742-9029 (FAX) (312)744-5131 (TTY)
<<http://www.ci.tyofchicago.org>> <<http://tyofchicago.org>>

SIDE LETTER 12

October 30, 2007

Pam Brunton Illinois Nurses Association 105 W.Adams, Suite
2101 Chicago, Illinois 60603

**Re: Illinois Nurses Association and City of Chicago 2007 Contract Negotiations
Posting of Assignments in New Programs**

Dear Ms. Brunton:

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This is to confirm the agreement of the parties that, in the event the Department of Health ("Department") implements a new program at any work Site or sites, and the Department determines that it will assign any incumbent bargaining unit personnel to the program on a regular basis, to perform work within the employee's job classification, without declaring a "permanent vacancy" for the assignment within the meaning of Section 6.5 of the Agreement, the Department, will, no later than thirty (30) days after the implementation of the new program, post an announcement on a designated bulletin board at each work-site and at other appropriate locations as designated by the Employer, notifying employees of the implementation of the new program, and of the opportunity to request regular assignment to the program to perform work within their existing job classification. The Department will consider any requests to be assigned to the new program pursuant to the posting, provided that, in order to receive consideration, any such requests must be in writing, and must be received by the Department within fourteen (14) calendar days of the posting of the announcement.

James Q. Brennwald
Assistant Chief Labor Counsel (312) 744-5395
Sincerely,

AGREED:

Illinois Nurses Association

By:

SIDE LETTER 13

October 30, 2007

Pam Brunton
Illinois Nurses Association
105 W. Adams, Suite 2101
Chicago, Illinois 60603

**Re: Illinois Nurses Association and City of Chicago 2007 Contract Negotiations
Health Care - LMCC Referral**

Dear Ms. Brunton:

Pursuant to Section 4.10 of the Agreement, the Employer and the Association agree to direct the LMCC to evaluate and initiate changes to the current Health Care Plan effective January 1, 2008 in area V that will facilitate the shift to a preventive health care model and will result in design improvements, cost containment or savings, including but not limited to the following areas:

- Expanded Disease Management Program
- HRA/and Bio-me^
- Health Fairs-
- Weight Management Program - Imaging Review Service
- Lifetime Maximum
- Subscriber Share for Hospital Bills and Co-insurance
- Exclusion for Self-Inflicted injuries -
- Comprehensive Communication and Outreach Strategies

Sincerely,

James Q. Bretmwald Chief Assistant Corporation Counsel (312)744-5395

AGREED:

Illinois Nurses Association

SIDE LETTER 14

City of Chicago Richard M. Daley, Mayor

Department of Law

Mara S. Georges Corporation Counsel

Labor Division Suite 1040

30 North LaSalle Street Chicago, Illinois 60602 (312)744-5100

(312) 742-9029 (FAX) (312)744-5131 (TrY)

<<http://www.cityofchicago.org>>

Pam Brunton

Illinois Nurses Association 105 W. Adams, Suite 2101

Chicago, Illinois 60603

**Re: Illinois Nurses Association and City of Chicago 2007 Contract Negotiations
Part-Time Nursing Titles**

Dear Ms. Brunton:

This is to confirm the parties' agreement that the City will review and consider the feasibility of creating and implementing new bargaining unit titles to be utilized for the hire of employees on a part-time basis. In the event the City decides to establish any such new-bargaining unit titles, the City will notify the Association, and the terms of Section 1.1 shall apply. In addition, the City will, following request from the Association, meet and discuss the inclusion of the new titles under the Agreement, and the applicable terms.

James Q. Brennwald \ Chief Assistant Corporation Counsel (312)744-5395

AGREED:

Illinois Nurses Association

SIDE LETTER 15

City of Chicago Richard M. Daley, Mayor

Department of Law

Mara S. Georges Corporation Counsel

Labor Division Suite 1040

30 North LaSalle Street Chicago, Illinois 60602 (312)744-5100 (312) 742-9029 (FAX) (312)744-5131 CITY)

<<http://www.cityofchicago.org>>

November 29, 2007

Pam Brunton -r Illinois Nurses Association

105 W. Adams, Suite 2101 , - '

Chicago, Illinois 60603

**Re: Illinois Nurses Association and City of Chicago 2007 Contract Negotiations
Implementation of New Salary Schedule for Grades 4 and 5**

Dear Ms. Brunton:

This is to confirm the parties' agreement that, in implementing Section 4.1 a of the Agreement, the City will follow the attached "Guidelines For Implementation of Salary Schedule Adjustment for Grades 4 and 5." ■■■■||<|.

AGREED:

Illinois Nurses Association

By: MLd'J

GUIDELINES FOR IMPLEMENTATION OF SALARY SCHEDULE ADJUSTMENT FOR
GRADES 4 and 5 (SECTION 4.1a)

11/29/07

NEW SALARY SCHEDULE RATES FOR GRADES 4 AND 5 EFFECTIVE JANUARY 1, 2008

- A. Based on current salary schedule. Look at the current (3/1/07) salary schedule.
- B. Grade 4 and 5 rates moved one step to the left. Effective January 1, 2008, the current step 1 (entry) rate drops off the table, the current step 2 rate becomes the new step 1 rate, the current step 3 rate becomes the new step 2 rate, etc. The new step 10 rate will be the same as the current step 9 rate of the next higher grade.

**PLACEMENT OF GRADE 4 AND 5 INCUMBENTS ON NEW SALARY SCHEDULE
EFFECTIVE JANUARY 1, 2008: ONE STEP TO THE LEFT**

- A. Follow the current rate. Also effective January 1, 2008, incumbent employees in Grades 4 and 5 will be placed in the step in their grade that corresponds to their current step rate. That is, each such employee (except for employees at step 1 -see below) will be moved one step to the left, so the employee's current step rate will remain the same, at least initially.
- B. Eligible to advance/return to former step based on time already served at current step rate.
 - 1) Incumbent employees who are moved one step to the left will retain their anniversary date, and will be eligible to advance/return to their former step (and the new, higher rate for that step) on the completion of one year at their current step rate (or, in the case of employees moved from step 2 to step 1, on the completion of six months at their current step rate).
 - 2) ***In determining how long an employee has been at his/her current step rate, all time already served at the current step rate will be included.***
 - 3) An incumbent employee who has been moved one step to the left will be eligible to advance/return immediately to his/her former step (and the new, higher rate for that step), effective January 1, 2008, if (a) the employee's former step was 5, 6, 7, 8, 9 or 10, and the employee has already been at his/her current step rate for at least one year; or (b) the employee's former step was 2, and the employee has already been at his/her current step rate for at least 6 months.
 - 4) January 1, 2008 will become the new anniversary date for employees who advance/return immediately to their former step.

3. INCUMBENT EMPLOYEES AT STEP. ONE

Any employees who are at step 1 as of January 1, 2008 will remain at step 1, but at the new, higher step 1 rate. January 1, 2008 will become the new anniversary date for such employees, who will then become eligible for advancement to step 2 on the completion of 6 months at the new step 1 rate.

42 ADDITIONAL ACROSS-THE-BOARD PERCENTAGE INCREASES BEGINNING JANUARY 1, 2008

After adjusting the rates for grades 4 and 5 of the salary schedule as described above, effective January 1/2008, and after placing incumbents in those grades ⁵in the appropriate steps, all steps in all grades on the salary schedule will be increased in accordance with the terms of Section 4. lb.

Side Letter # 16

November 26, 2013

Khrstian G. Parker Staff
Specialist Illinois Nurses
Association 105 W. Adams,
Suite 1420 Chicago, IL 60603

RE: INA and City of Chicago
2012-2017 Contract Negotiations
Grievance and Arbitration Procedure Changes

Dear Khris:

This is to confirm the parties' agreement that the changes negotiated with respect to arbitration of all disciplinary actions in Sections 7.1(a), 7.2(a)l, and 7.2(b) of the 2012-2017 collective bargaining agreement shall apply only to disciplinary actions whose effective date occurs on or after the effective date of ratification of the new collective bargaining agreement by City Council. The changes negotiated with respect to arbitrations in Section 7.2(a)2, Step IVB of the new collective bargaining agreement shall apply only to arbitrations where the first date of hearing commenced on or after the effective date of ratification of the new agreement by City Council.

The parties further understand and agree that the changes with respect to arbitration of all disciplinary actions in Sections 7.1(a), 7.2(a)l and 7.2(b) of the 2012-2017 collective bargaining agreement shall not apply to any discipline of any employee employed by the Department of Police until the following occurs: (1) effective ninety (90) days after final ratification of the new collective bargaining agreement by City Council, the Superintendent of Police shall have the authority to suspend for more than thirty (30) days and to discharge civilian employees represented by INA, and to resolve grievances relating to such disciplinary matters through binding arbitration; and (2) in order to facilitate all issues related to this change in the Superintendent's authority, the Employer and the Association meet to work cooperatively to implement the changes with respect to arbitration of all disciplinary actions in Sections 7.1(a), 7.2(a) 1 and 7.2(b), which

process the parties will endeavor to complete within the ninety (90) day period following ratification.

Sincerely,

Cicely J. Porter Adams Assistant Chief
Labor Negotiator 312.744.3284

AGREED

Khristian G. Parker

OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

July 30, 2014

TO THE HONORABLE, THE CITY COUNCIL OF THE
CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Corporation Counsel and the Budget Director, I transmit herewith an ordinance approving a Collective Bargaining Agreement with the Illinois Nurses Association.

Your favorable consideration of this ordinance will be appreciated.

Mayor

Very truly yours,

Z