

ATTACHMENT

NO. **1**

Term Sheet for Collective Bargaining  
Agreement between the City of Chicago  
dated September 7, 2023 and:

ILLINOIS NURSES ASSOCIATION

02023-0003884

## **ATTACHMENT 1**

September 7, 2023

**Term Sheet for the Collective Bargaining Agreement between the Illinois Nurses Association (INA) and the City of Chicago**

1. **Term:** July 1, 2022, through June 30, 2027—5 years (effective upon ratification by the bargaining unit and City Council)
  
2. **Base Salary Increases:** 18.25% - 24.25%

Effective 7/1/22	3.0%
Effective 1/1/23	3.0%
*Effective 1/1/24	3.0% - 5.0%
*Effective 1/1/25	3.0% - 5.0%
*Effective 1/1/26	3.0% - 5.0%
Effective 1/1/27	3.25%

\*In these years, the percentage increase varies depending upon the U.S. City Average CPI-U. If the CPI-U is 5% or more, then the percentage increase will be 5%. If it is between 3% and 5%, the percentage increase will be equal to the CPI-U, rounded to the nearest tenth of one percent. If it is 3% or less, the percentage increase will be 3%. The June CPI-U released in July of the preceding year will be used to determine the percentage increases in 2024, 2025 and 2026.

3. **Other Economic Terms:** Set forth in the attached, signed Memorandum of Agreement and includes:
  - **Signing Bonus:** Effective 1/1/24, City will provide a lump sum signing bonus/pandemic pay bonus in the amount of \$1,500; the City will provide a \$1,500 bonus effective 1/1/25.
  - **Deferred Compensation:** Effective 1/1/24, City will contribute \$1.50 for each dollar contributed by each employee up to a maximum of \$750/year. Effective 1/1/27, the City will contribute \$1.75 for each dollar contributed by each employee up to a maximum of \$875/year.
  - **Paid Parental Leave:** Extended the City's Paid Parental Leave policy to AFSCME represented employees.
  - **Holidays:** Added the Juneteenth holiday.
  - **Salary Schedule/Regrades:** Adjusted the salary schedule to add another step after 21 years of service and reduce the continuous service requirements for movement on the schedule

4. **Other Terms:**

Set forth in the attached, signed Memorandum of Agreement and includes:

- **Telework:** Extended the City's telework agreement to INA and established a committee to further study and make recommendations regarding telework.
- **Change in Pay Dates:** Move the pay dates for employees to make it consistent for our represented work force.
- **Direct Deposit and Electronic Deposit Advice:** Developed a plan to move employees to direct deposit and receipt of electronic deposit advice (green slips)
- **Hiring/Filling Vacancies:** Adjusted the hiring process to expedited filling vacancies.
- **Union Security/Janus:** Agreed to Janus language consistent with our obligations under the law, including right to access, meetings, and orientation.
- **Committee on Retiree Health Care:** Established a working group to study retiree health care.
- **Discrimination:** Included gender identity, sexual orientation, ancestry, and military service/discharge as categories in the prohibition of discrimination language.
- **Rules and Regulations:** Agreed to discuss new rules upon request.
- **Overtime:** Established a process to fairly/equitably offer overtime.
- **Vacation Forfeiture:** Employees can carry over 5 vacation days, 7 vacation days if the employee has 10 or more years of service
- **Health and Safety:** Enhanced the health and safety committee by improving communications and providing information.
- **Preceptorship and Full Practice Authority:** Agreed to a continue exploring and discussing pay differential for Nurse Practitioners with Full Practice Authority and Nurses who complete preceptorships.

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") is made and entered into the 4<sup>th</sup> day of August, 2023, by and between the City of Chicago ("City") and the Illinois Nurses Association ("INA")

1. The parties hereby tentatively agree to enter into a successor collective bargaining agreement ("the Agreement"), subject to the following terms and conditions:

(A) The Agreement shall consist of the terms contained in the June 1, 2017 – June 30, 2022 collective bargaining agreement between the parties, which terms shall hereby be extended and continued in full operation and effect through 11:59 p.m. on June 30, 2027, except only as specifically modified by the revisions specified in the attachments appended to this MOA, hereby made a part hereof, and hereby agreed to and adopted by the parties.

(B) The City and the INA hereby agree to and adopt each of the revisions to the June 1, 2017 – June 30, 2022 collective bargaining agreement specified in the attachments appended to this MOA.


2. It is mutually understood and agreed that the terms of paragraph 1 of this MOA shall be null and void unless and until said terms are ratified by both (a) the members of the bargaining unit represented by the INA, in accordance with applicable rules, by-laws and procedures established by INA, which ratification shall be certified to the City in writing; and (B) the City Council of the City of Chicago ("City Council").

3. The effective date of the Agreement shall be the effective date of an ordinance passed by City Council approving the Agreement.

4. No terms of the Agreement shall be retroactive, except only to the extent expressly provided in the Agreement.

**AGREED:**

**FOR ILLINOIS NURSES ASSOCIATION**

  
Julia J. Barber  
Latoyne Smith

**FOR THE CITY OF CHICAGO**

Cecily A. Porter-Adams  
Donald J. Smith  
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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. Upon the Association's request, the Employer will discuss the new or modified rules and regulations with the Association. If the Association requests to discuss, the parties will discuss the new or modified rules or regulations within a reasonable time after receiving the Association's request and will endeavor to discuss within ten (10) days of receiving the Association's request. The Association's request to meet will not delay the implementation of any new or modified rules unless the parties mutually agree to delay compliance/implementation.

TA

4/12/23

Cecily Porter

City of Union

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TA 4/12/23

*[Signature]*

Liz Taylor Smith

*[Signature]*

*[Signature]*

*[Signature]*

*[Signature]*

4/12/23

Section 3.3 Changes

The Employer may change the time of its normal workday or workweek, or shifts/schedules established pursuant to Section 3.1, upon at least five (5) 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 a minimum of 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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[Signature]  
[Signature]  
~~[Signature]~~

4/12/23  
Cecily Parks  
Adams  
Cecily Parks  
10:40 AM  
10:40 AM



#### Section 3.4 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. **Overtime referred to in this Agreement shall be offered first to the employee performing the job, and thereafter by seniority to the most senior employee within the job classification within the program. Thereafter, it shall be offered to employees in order of seniority outside of the job classification and program. Any employee accepting overtime must have the ability to perform the work. In the event such offers of overtime are not accepted by such employees, the Employer can assign the overtime by reverse seniority.**
- b. When nurses are required by the Employer to work a sixth day in the same work week, or a seventh day in the same work week which is not a seventh consecutive day in the same work week, they shall be compensated at one and 1/2 times the regular hourly rate, in cash, provided that, in either case, the nurse has not less than thirty-five (35) hours worked during that work week.
- c. When a nurse is required by the Employer to work a seventh consecutive day in the same work week, that nurse shall be compensated at two (2) times the regular hour rate in cash, provided that the nurse has actually worked the previous six days in the same work week. Sick leave, vacation, compensatory time, union business leave and/or other paid time off shall not be included as work for purposes of paragraph (b) of this section. **Notwithstanding the first sentence of this paragraph (3.4c), when a nurse is required by the Employer to work on a Sunday when Sunday is not part of the nurses regular work week, that nurse shall be compensated at two (2) times the regularly hourly rate in cash for the hours worked.**
- d. All other hours worked and approved under Employer rules between thirty-five (35) and forty (40) 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, in cash, on the basis of completed fifteen (15) minute segments, unless the employee elects to be compensated in the form of compensatory time. 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 the work was performed.

- e. All overtime earned under this section shall be compensated in the form of cash.
- f. 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.
- g. For the purposes of this Section 3.4, except as stated in 3.4 (c) above, 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.
- h. Whenever a nurse is entitled to a monetary payment from an arbitration award or settlement agreement, such monetary payment shall be made within six (6) weeks of the time of the final determination of the amount owed by the City.**

Section 3.7 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. Upon request, nurses shall have the option to use available compensatory time and/or 1/2 day of vacation to remain in a paid status for remainder of the day.

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.

TA'ed  
6/27/23  
Cecely Porter Adams  
City of Chicago  
Chief Labor Negotiator  
DHR  
CITY OF CHICAGO  
Director Labor Relations

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L. A.  
M. G.  
~~N. M.~~  
H. J.  
J. S.  
Julia Z. Bauer

**Section 4.1 Rates (The Union counters)**

- a. 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 7/1/22	9.0%	3.0%
Effective 1/1/23	9.0%	3.0%
Effective 1/1/24	9.0%	3.0-5.0%
Effective 1/1/25	9.0%	3.0-5.0%
Effective 1/1/26	9.0%	3.0-5.0%
Effective 1/1/27	9.0%	3.25%

Agreement effective through June 30, 2027

\*In each of the three years 2024, 2025, and 2026, the percentage increase varies between 3.00% and 5.00%, depending upon the U.S. City Average CPI-U. If the CPI-U is 5.00% or more, then the percentage increase shall be 5.00%. If the CPI-U is between 3.00% and 5.00%, the percentage increase shall be equal to the CPI-U, rounded to the nearest tenth of one percent. The U.S. City Average June CPI-U released in July of the preceding year will be used to determine the percentage increases in the three years 2024, 2025, and 2026.

Employees in the bargaining unit who are entitled to retroactive wage adjustments effective 7/1/22 and 1/1/23 will receive said retroactive wage adjustments within 120 days following ratification and approval of this Agreement.

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In no way does this document constitute a withdrawal of any previously made proposals not addressed herein. INA reserves the right to revise, alter, add to, withdraw, or substitute any portion of this and any other proposal, as well as to correct inadvertent errors, prior to final and binding Agreement between the parties.

**Salary Schedule Adjustments:** The parties agree to make the following adjustment on the S salary schedule on the dates below:

- (a) Effective January 1, 2024, reduce the continuous service requirements by six (6) months at Step 2 and by one (1) year in Steps 7 through 10 on the B schedule.**
  
- (b) Effective January 1, 2026, add a new 11<sup>th</sup> Step on the S schedule after twenty-one (21) years of continuous service, at an amount 3.25% higher than the salary for Step 10.**

Section 4.7 Life Insurance

- a. The Employer agrees to provide ~~\$20,000~~ \$25,000 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.

T.A. ed  
6/27/23  
Cecily Adams  
City of Chicago  
Chief Labor Relations  
DAR  
CITY OF CHICAGO  
Director of Labor Relations

*[Handwritten signature]*  
Dated 6/27/23  
*[Handwritten signature]*  
*[Handwritten signature]*  
*[Handwritten signature]*  
Julia J. Bauer

Section 4.12 Retiree Health Insurance

The Employer and the Association will establish a working group to study the feasibility of creating eligibility for employees who retire to be afforded insurance coverage of the applicable COBRA rates until Medicare eligibility. Nothing prevents the working group from including other bargaining units to study this issue.

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6/27/23  
Cory Adams  
Chief Labor Negotiator  
Small of Omaha  
CITY of CHICAGO  
DHR DIRECTOR LABOR RELATIONS

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4.12 Payment of Wages (new section)

Effective on the first day of the fourth (4<sup>th</sup>) month after the date of ratification, the payment of wages provided herein shall be due and payable on the seventh (7<sup>th</sup>) and twenty-second (22<sup>nd</sup>) day of each month.

Within ninety (90) calendar days of ratification of this Agreement, employees shall enroll in direct deposition and register to receive their notification of pay deposit advice electronically through the Employer's program for that purpose (currently known as "GreenSlips") if they have not done so already. Employees will receive their notification of pay and deposit advice electronically through GreenSlips the first pay period after registering for GreenSlips.

Heather Brown  
Michele  
N. McMillan  
Kam Bui

Latto  
My Ws

TR  
11.17.22  
Cynthia Pate  
Adam  
Cynthia



**Section 4.13 Deferred Compensation (New Section)**

Effective January 1, 2023, the Employer will continue to make contributions, on a dollar-for-dollar basis, under a 401(a) Plan (or any similar successor plan agreed to by the parties) up to the maximum of \$500 per year, based on amounts deferred by each employee to that employee's 457 Plan. Such contributory obligation shall increase as set forth below as follows:

Effective January 1, 2024, the Employer will contribute \$1.50 for each dollar contributed by each employee under a 401(a) Plan (or any similar successor plan agreed to by the Union) up to a maximum of \$750 per year based on amounts deferred by each employee to the employee's 457 plan.

Effective January 1, 2027, the Employer will contribute \$1.75 for each dollar contributed by each employee under a 401(a) Plan (or any similar successor plan agreed to by the Union) up to a maximum of \$875 per year based on amounts deferred by each employee to the employee's 457 plan.

The City shall advise the Union at least semi-annually, of the total contributions it has made.

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8/4/23

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8/4/23  
City of Chicago

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In no way does this document constitute a withdrawal of any previously made proposals not addressed herein. INA reserves the right to revise, alter, add to, withdraw, or substitute any portion of this and any other proposal, as well as to correct inadvertent errors, prior to final and binding Agreement between the parties.

Section 4.14—COVID-19 Pandemic Pay

In recognition of employees' service during the continuing COVID-19 pandemic, all employees who were on the payroll, on approved leave, on layoff with recall rights, at any time between July 1, 2022, and the date of final ratification of this Agreement, and specifically including former employees who retired or were otherwise separated from service on or after July 1, 2022, shall receive (1) a one-time, lump sum bonus of \$1,500.00 on January 1, 2024 and (2) a one-time, lump sum bonus of \$1,500.00 on January 1, 2025.

Section 5.1 Holidays

A nurse is eligible for the following holidays:

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

In addition to the foregoing **thirteen (13)** ~~twelve (12)~~ paid holidays, employees shall receive one (1) personal day, which shall be granted in accordance with the current practices of the Employer.

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Hathorn  
M. Kelly  
M. Williams  
Kathleen

*Handwritten signatures:*  
L. Williams  
M. Williams

*Handwritten notes:*  
TH  
11/17/22  
Cecilia Parker  
Cecilia Parker

Section 5.1 Holidays

A nurse is eligible for the following holidays:

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

In addition to the foregoing thirteen (13) ~~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.

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curly  
6/27/23  
Cable Chicago  
Chief Cable Negotiation  
R 182*

*Donald M. Miller  
CITY OF CHICAGO  
DIRECTOR LABOR RELATIONS  
DHR*

*[Handwritten signatures and initials]*

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- 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 2) 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, unless the nurse's position is not grant funded. For nurses whose positions are not grant funded, the nurse can elect either the option of pay or compensatory time, and notice of said election must be provided by the nurse to the Employer's designated representative by no later than the first regular workday following the holiday on which it was earned.
- 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.

T. J. Adams  
Cecily Porter Adams  
Chief Labor Negotiator  
6/27/23  
782182  
Dawn Smith  
CITY OF CHICAGO  
DIRECTOR OF LABOR RELATIONS  
DHR

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Section 5.3 Forfeit of Vacation (The Union counters)

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. 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 ~~five (5)~~ such days into the next vacation year **if the nurse has less than ten (10) years of continuous service (if the nurse has ten) or more years of continuous service, the nurse can carry over no more than seven (7) 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 April 1 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.

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In no way does this document constitute a withdrawal of any previously made proposals not addressed herein. INA reserves the right to revise, alter, add to, withdraw, or substitute any portion of this and any other proposal, as well as to correct inadvertent errors, prior to final and binding Agreement between the parties.

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Cecily J. Patten Adams  
11.17.22

Section 5.9 – Paid Parental Leave

An employee wishing to take paid parental leave must apply and be eligible for Family Medical Leave Act (FMLA) leave. An employee is eligible for FMLA leave if they have ~~he or she has~~ been employed by the City for at least 12 months before taking the leave and has worked at least 1250 hours during the 12-month ~~12-month~~ period immediately prior to the leave. Effective January 1, 2023,

eligible ~~Eligible~~ employees may be granted the following paid parental leaves, in conjunction with and as part of an approved FMLA leave:

- Up to twelve (12) work weeks of paid parental leave for either the birth of the employee's biological child or children, (including the employee's biological children born using gestational surrogacy), or for the adoption or foster of a child or children by the employee. Any paid parental leave is to be taken within the first year following either the child or children's date of birth, or the initial date of placement in the employee's home in the case of adoption or foster care. Paid parental leave may only be taken once per birth or placement event and must be used before a biological child turns one (1) year old or prior to the one (1) year anniversary of initial placement in the case of adoption or foster care. Any unused paid parental leave will be forfeited at the end of such a rolling year period. ~~four (4) weeks paid maternity leave to a birth mother to recover from a non-surgical delivery; or~~
- Up to eight (8) six (6) work weeks of paid leave for employees who are acting as gestational surrogates for their own recovery for routine childbirth. If postpartum complications arise that require additional leave, the employee may receive a maximum of twelve (12) work weeks of paid leave, provided that sufficient medical certification is provided to the employee's department. Such paid leave may only be taken once per birth event and must be taken within one (1) year following the event. Any unused paid leave will be forfeited at the end of such a rolling year period. ~~paid maternity leave to a birth mother to recover from a C-section delivery; or~~
- ~~Up to two (2) weeks paid parental leave for the birth of a child or children to an employee spouse or domestic partner of the birth mother; or~~
- ~~Up to two (2) weeks paid parental leave for the adoption of a child or~~

*N. McMillan*  
Project  
K. D. Bo. )

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children by an employee or the spouse or domestic partner of the employee.

Procedures for requesting and returning from paid parental leave, including complying with the leave process, are governed by the City's Paid Parental Leave Policy. ~~Paid parental leave may be combined with other earned paid time off such as vacation and/or sick time to achieve the maximum amount of paid time off from work while taking FMLA leave.~~

Notwithstanding any other provision of this Agreement, paid parental leave shall be granted as part of an approved FMLA leave.

~~N. McMillan~~  
Kase Beal  
M. W.  
L. A.



was reviewed  
7A Catelyn Porter  
Adm 11.17.22

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New Section: 5.9—Jury/Subpoena

An employee who serves on a jury or is subject to a proper subpoena (except if the employee is a 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 the day/days which he/she was scheduled to work for the Employer and receives pay or compensatory time for said work.

~~XXXXXXXXXX~~  
Hess  
Karin Rey  
M J W  
Latorre

Package Proposal

- INA will agree to City's Section 6.5 Filling of Permanent Vacancies as proposed on 4/12/23 (including withdrawal of INA's existing proposals on Section 6.5(d) and (h))
- INA will agree to City's Section 6.11 as proposed on 4/12/23
- INA will withdraw its proposals on Sections:
  - 1.1 Recognition
  - 2.1 Management Rights
  - 2.3 Caseload Standards
  - 9.6 Union Rights
  - 11.3 Waiver
- City will agree to revised INA proposal on Section 6.6 Layoff and Recall below:

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 matter 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. ***(INA withdraws its proposal on modifying this subsection)***
- (c) An employee subject to layoff shall have first priority to fill a job in an equal or lower-graded classification, in his/her department or an equal or lower-graded INA bargaining unit classification in any City 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.

The following evaluation period shall apply only to those employees who select a vacant, equal or lower-graded INA bargaining unit classification (1) in a different department from where they[ are being laid off, or (2) in the Department of Public Health in a program where they have not previously worked: The Employer will afford the employee an evaluation period of sixty (60) days to demonstrate that he/she can perform the job. Within forty-five (45) days of the start of the evaluation period, the Employer shall hold a meeting with the employee and the Union to address any performance concerns. After the

- above-referenced meeting takes place, if the Employer, based on the employee's job performance, has just cause to believe that the employee cannot perform the job, the Union shall be notified and the employee shall be placed on the layoff list and shall have no further rights to bump or fill other vacancies prior to being laid off. The Employer's decision to return the employee to the layoff list must be made within sixty (60) days of the employee's placement. Nothing precludes the Employer and the Union from mutually agreeing to extend the sixty (60) day evaluation period by thirty (30) days. The Employer shall notify the Union and the employee in advance of returning the employee to layoff if it appears to the Employer that the employee cannot perform the job.
- (d) The Employer shall provide the Association with a list of the vacancies for INA bargaining unit classifications in all departments, 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.
- (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 same or lower classification 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. **All employees subject to layoff who are not placed in equal-graded available vacancies within their own Department shall be offered the opportunity either to bump another employee as noted above, or to fill a position which has been declared vacant as of the date of the layoff in an equal or lower graded bargaining unit classification in any City of Chicago department prior to the Employer selecting or hiring a new employee from outside the bargaining unit. The employee subject to layoff shall be awarded the position if the employee has the then present ability to perform the job without further training after a reasonable period of orientation.**

**In the event that an employee accepts a vacant position in a different department, or displaces (bumps) another employee, or, for** For employees in the Department of Public Health who displace or bump into a program where they have not previously worked, the following evaluation period shall apply: The Employer will afford the employee who is bumping an evaluation

period of sixty (60) days to demonstrate that he/she can perform the job. Within forty-five (45) days of the start of the evaluation period, the Employer shall hold a meeting with the employee and the Union to address any performance concerns. After the above-referenced meeting takes place, if the Employer based on the employee's job performance, has just cause to believe that the employee cannot perform the job, the Union shall be notified and the employee shall be placed on the layoff list and shall have no further rights to bump or fill other vacancies prior to being laid off. The Employer's decision to return the employee to the layoff list must be made within sixty (60) days of the employee's placement. Nothing precludes the Employer and the Union from mutually agreeing to extend the sixty (60) day evaluation period by thirty (30) days. The Employer shall notify the Union and the employee in advance of returning the employee to layoff if it appears to the Employer that the employee cannot perform the job.

- (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.  
The following evaluation period shall apply only to those employees who are recalled to (1) a different department from which they were laid off, or (2) the Department of Public Health to a program where they have not previously worked: The Employer will afford the employee an evaluation period of sixty (60) days to demonstrate that he/she can perform the job. Within forty-five (45) days of the start of the evaluation period, the Employer shall hold a meeting with the employee and the union to address any performance concerns. After the above-referenced meeting takes place, if the Employer, based on the employee's job performance, has just cause to believe that the employee cannot perform the job, the Union shall be notified and the employee shall be returned to the layoff list subject to the break-in-service provisions of this Agreement. The Employer's decision to return the employee to the layoff list must be made within 60 days of the employee's placement. Nothing precludes the Employer and the Union from mutually agreeing to extend the sixty (60) day evaluation period by thirty (30) days. If such an employee is returned to the layoff list, the time that said employee worked during the evaluation period will not be counted when calculating how much time the employee has been on layoff for purposes of 6.4(g) and 6.4(h).
  
- (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-1-8.

- (j) Laid off employees retain full bidding rights under Section 6.5 subject to the break-in-service provisions of Section 6.4 Employee who successfully bid on new positions shall be considered to have completed all rights to recall under this Section.

TA

4/27/23

Acely of Portuskin

12:01

Small Point

~~12:01~~

Lateral entry

*[Handwritten signature]*

John J. Bane

*[Handwritten signature]*

Senior Rec

*[Handwritten signature]*

Long W

*[Handwritten signature]*

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 orientation, marital (including parental) status, age, national origin, ancestry, gender identity, mental and/or physical handicap disability, military service or discharge status, or Union activity.

TA 10/4/22

Millie Turner

Loretta Jackson

Margaret Okodua

Serafine Tate

Myra

Karl Paul

Nadeneh Miller

Hattie

Anne Jackson-Jefferson

TA

10-4-22

Cecily J  
Porter

(Lamar)

(City) (11/80)

ARTICLE 9  
ASSOCIATION REPRESENTATION AND RIGHTS

Cirely Porter Adams

8/4/23

City of Chicago

Small Powell

8/4/23

CITY OF CHICAGO

Hyatt

[Signature]

Julian J. Baker

8/4/23

Jessica Porto

[Signature]

8/4/23

Lib. Pratt

ARTICLE 9

TA  
Cathy A. Powell  
Admitted  
11/17/20  
Cathy Powell

Section 9.7—Right of Access

Authorized Association representatives will be permitted entry to the premises of the Employer at a reasonable time for the purpose of observing conditions under which employees are working and to administer this Agreement, subject to the Employer's visitation rules. The Association will not abuse this right, and such right of entry shall be consistent with current practices and shall at all times be conducted in a manner so as not to interfere with the Employer's normal operations. The Association shall be responsible for keeping the Employer continuously informed in writing of the names of the Association's authorized representatives and shall promptly notify the Employer of any changes. The Employer may change or set rules of access, provided that changes are not arbitrary and are subject to the grievance procedure.

Section 9.8—Union Meetings

The Employer agrees to make available conference or meeting rooms for Association meetings upon request of the Association, provided that the Employer has rooms available, and further provided that such meetings shall not interfere with service to the public or performance of any duties and shall be subject to the Employer's reasonable rules relating to the Association's use of its facilities.

AMC/MW  
James  
Karl Reed  
[Signature]  
[Signature]



T A  
Cicely J Purples  
City Chicago  
11/7/22 80

Section 9.9—Grievance Processing

A grievant and a union steward will be permitted a reasonable amount of time without loss of pay during working hours to investigate and process grievances that have been filed where this does not substantially interfere with the efficient operations of the Department, provided that the grievant and/or union steward shall observe the Employer's reasonable visitation rules. The grievant and the union steward shall each provide reasonable advance to notice to his/her immediate supervisor, and request and receive permission before using any working time to investigate and/or process grievances that being filed. It is understood that the operations of the Department takes precedence, but such permission shall not be unreasonably denied. If there is space available, the Employer, upon request of the union steward, shall provide the use of a room and telephone to discuss the grievance, subject to the Employer's reasonable rules for the Association's use of such facilities. Nothing in this Section applies to any time spent preparing for or presenting arbitration hearings after Step II of the grievance procedure has been completed.

~~XXXXXXXXXX~~  
Kasi Beul  
[Signature]

[Signature]

Section 9.3 Contract Negotiations (The Union holds)

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. Two alternate representatives who are employees covered by this agreement can attend the first four meetings to negotiate a subsequent collective bargaining agreement. Thereafter, the two alternate representatives may attend subsequent meetings in place of the Association's representatives. The names of designated representatives, which includes the two alternate 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)~~ sixty (60) 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.

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In no way does this document constitute a withdrawal of any previously made proposals not addressed herein. INA reserves the right to revise, alter, add to, withdraw, or substitute any portion of this and any other proposal, as well as to correct inadvertent errors, prior to final and binding Agreement between the parties.

Section 9.5 INA Orientation (The Union counters)

The Employer shall notify the Association of all new bargaining unit employees and their orientation schedule(s) as soon as practicable, but no later than the day prior to at least seven days before the start of the employee's 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.

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In no way does this document constitute a withdrawal of any previously made proposals not addressed herein. INA reserves the right to revise, alter, add to, withdraw, or substitute any portion of this and any other proposal, as well as to correct inadvertent errors, prior to final and binding Agreement between the parties.

April 12, 2023

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 year~~ **eighteen (18) months** after the ~~date of the incident or the date upon which the violation was discovered~~ **disciplinary action, whichever is longer**, shall not be used against the nurse unless **(1)** the matter is the subject of either civil or criminal court litigation prior to the expiration of the **eighteen month** ~~two year~~ period, **or (2) a pattern of sustained infraction exists for the offense in question.**

TA 4/12/23  
Mitt Steu  
Hugan  
F. Costa  
G. McMillan

4/12/23  
Cindy J. Pate for  
Cory J. Cay  
10:30 am  
71

### Section 11.7 Health and Safety

- a) 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 parties can agree to meet on a more or less frequent basis. Additionally, upon request of either the Association or one of the City Departments who is part of the Committee, the parties can discuss issues related to health and safety including but not limited to educating and/or training employees on potential health hazards associated with their work, protective equipment, and the prevention of violence or potential violence. The Committee shall make recommendations to the appropriate Department Commissioner who shall respond to those recommendations within thirty (30) days of receipt of the recommendation.
- b) The Employer will provide a safe and healthful work environment for all employees including education and equipment as required by applicable regulatory agencies, federal and state laws. The Employer will initiate in-services regarding the safe and proper usage of all replacement devices.
- c) Safety incident data/summary **that the Union is legally entitled to** will be available to the Union upon request.
- d) The Committee will make recommendations regarding PPE based on CDC guidelines. Should the Employer or the Association desire to deviate from CDC guidelines based on local data, this request shall be made to the Committee for approval. **The Committee will report its recommendation to the appropriate Commissioner who will respond to the recommendation within thirty (30) days of receipt of the recommendation.** The Employer, based on the Committee's recommendations, will make reasonable, continuous and good faith efforts to acquire and maintain enough PPE to protect employees during a public health emergency (i.e., pandemic, epidemic), although both parties acknowledge that supply chain disruptions can happen during disasters
- e) The Employer commits to the following during a public health emergency (i.e., pandemic, epidemic):
1. The Employer will retain open lines of communication with and, in good faith, consider, the input of the Association regarding emergent issues impacting the Association's members, with

meeting frequency mutually determined by the nature of the emergency.

TA

CITY

South Portland

UNION

NAMUD

John  
Stewart

- Cecily Fortner

4/27/23

James J. Beaman

[Signature]

Laura Ann

[Signature]

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~~ \$675.00 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.

TA'ed  
6/27/23  
Cecelya Ruffo Adams  
City of Chicago  
Chief Labor Negotiator  
Dorey G. Smith  
City of Chicago  
DHR DIRECTOR LARRY REAGAN

*[Handwritten signature]*  
John H.  
Maggie  
N. Miller  
John  
John J. Baker

#### Section 11.14 Extension of Wage Rates

If a majority of City unionized employees receive an across-the-board percentage increase in their regular base rate of pay in any contract year that is higher than the increases set forth for that year in this Agreement, employees covered by this Agreement shall have their wage adjustment for that year increased by the difference to match the higher across-the-board percentage increase in any such year. Similarly, if a majority of City unionized employees receive a lump sum payment in any contract year, employees covered by this Agreement shall receive the same lump sum payment in any such year. The parties agree to confer regarding the timing, amount and implementation of any wage adjustment of lump sum payment under this Section prior to such adjustment being paid. For purposes of this section, a "majority of City unionized employees" excludes sworn employees of the Police Department, uniformed members/employees of the Fire Department, and employees in prevailing wage rate classifications.



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, ~~2022~~ 2027. 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, ~~2022~~ 2027, 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.

7A12d  
6/27/23  
Cecily J Porter Adams  
City of Chicago  
Chief Labor Relations  
Dorinda Smith  
CITY OF CHICAGO  
DIRECTOR OF LABOR RELATIONS

~~Scott~~  
~~W. J. W.~~  
~~W. J. W.~~  
~~W. J. W.~~  
James Pate  
Julie J. Baker

11/17/22

**CITY OF CHICAGO  
COUNTERPROPOSAL ON TELEWORKING**

The City of Chicago makes the following counterproposal to the Union's September 1, 2022 proposal on teleworking, to be adopted as a separate Memorandum of Agreement:

**MEMORANDUM OF AGREEMENT ON TELEWORKING**

This Memorandum of Agreement ("Agreement") is made and entered into as of the dates set forth below, by and between the City of Chicago and the Illinois Nurses Association ("the Union").

This Agreement shall establish the framework for the implementation of a telework option for individual employees in certain job titles represented by the Union within the Department of Public Health in the City of Chicago. While the parties agree that allowing employees to perform their duties remotely may have a positive benefit to the Department's overall operation, the successful implementation of remote and/or hybrid work schedules depends upon a number of factors, including the specific nature of the duties of a job classification, the operational needs and efficiencies of the Department, the need to serve the public in an in-person capacity, the work load of an individual employee, an employee's individual work and disciplinary history, and the employee's ability to work in a remote and unsupervised work environment.

All employees who are selected for participation in a telework program will be subject to the terms of the current Telework Policy as implemented by the City of Chicago for its non-represented work force, and as this Policy may be amended from time to time by the City in its discretion. All references to the exclusion of "represented employees" in the policy shall be deemed to be inapplicable to members of the bargaining unit. A copy of the current Telework Policy is attached hereto and made a part of this Agreement. Such provisions of that Telework Policy shall include, but are not limited to, the following criteria:

1. All telework assignments will be subject to Department Head approval, which may be withdrawn at any time by the Department Head in their discretion, consistent with the Telework Policy.
2. Employees working in such arrangements must certify that they have sufficient work for a minimum of seven (7) hours a day of work, that they have not been on a performance improvement plan in the previous six (6) months or disciplined within the prior twelve (12) months, and that they have appropriate equipment and a safe work space to be able to work from home.
3. Employees working in such arrangements must sign a Telework Agreement, a copy of which is attached to the Telework Policy, as well as adhere to all conditions of telework assignment set forth by the Department.

4. Any violations of the Telework Policy, the Telework Agreement, and/or the specific conditions determined by the Department for that work assignment, will result in the loss of the telework arrangement, removal from any future telework assignments, and discipline up to and including discharge in the appropriate circumstances.
5. The provisions of the policy and its implementation are not subject to the grievance and arbitration provisions in Article 7 of the Collective Bargaining Agreement.

This policy shall become effective forty-five (45) days from the date of signature of this Memorandum of Agreement as shown below and may be revised or withdrawn at any time by the City of Chicago upon prior written notice to the Union.

In witness whereof, the parties have affixed their signatures below by their authorized representatives.

**CITY OF CHICAGO**

**Illinois Nurses Association**

By: Cecelia J. Porter Adams

Dated: 12.2.22

By: [Signature]

Dated: 12/1/22

## Telework Side Letter

The parties recognize that as a result of the COVID Pandemic, as well as significant enhancements in technology, the ability to work remotely has greatly expanded. The interest in remote work by employees and employers in general is now far greater than it was as recently as 2019. The issue of remote work, and its relationship to recruitment and retention will be a part of continuing discussions going forward, and one that the City expects to be further engaged in with employees and their unions.

The capacity for remote work for many Association members is significant due to the nature of their duties. The City is committed to engaging in ongoing study of this issue, and to including Association representatives in examination and discussion of this issue going forward.

Upon request of either party, Departments shall meet with the Association to discuss which position classifications may be eligible for remote work as well as the number of positions within that classification that may be so designated.

Should a determination be made by a Department in its discretion that its operating needs may appropriately be met by allowing an individual employee the opportunity to work remotely, such request to work remotely shall be approved in accordance with the Memorandum of Agreement on Teleworking.

8/2/23

City of Chicago and Illinois Nurses Association  
City's Counter Proposal on Preceptorship

**Side Letter on Preceptorship**

Should the City establish a preceptorship program, the parties agree to meet and discuss this program, including any additional compensation that may be warranted for nurses who successfully complete the preceptorship program.

Cecily J Porter Adams  
8/4/23  
City of Chicago

Dr. J. Smith  
8/4/23  
City of Chicago

Heather Wagner  
[Signature]  
Julia J. Baker 8/4/23  
Leticia [Signature]  
[Signature] 8/4/23  
Serrano Pate 8/4/23  
[Signature]

Full Practice Authority Side Letter

Within 60 days of ratification of this Agreement, the parties agree to meet to continue to discussions regarding the Union's below proposal and its feasibility.

Union's Proposal on Section 4.14 Full Practice Authority Nurse Differential:

In the absence of a collaborating physician, Nurse Practitioners with full practice authority shall receive a differential of \$4.00 an hour.