

AGREEMENT

between

COUNTY OF ROCK ISLAND

and

**AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES**

COUNCIL 31 - LOCAL 2371

**DECEMBER 1, 2008
TO
NOVEMBER 30, 2012**

TABLE OF CONTENTS

| | |
|---|-----------|
| AGREEMENT | 6 |
| FUNCTIONS OF MANAGEMENT..... | 6 |
| Section 1..... | 6 |
| ARTICLE I - RECOGNITION | 7 |
| Section 1..... | 7 |
| ARTICLE II - CHECK-OFF | 7 |
| Section 1..... | 7 |
| Section 2..... | 8 |
| Section 3..... | 9 |
| ARTICLE III - EFFECT OF AGREEMENT | 9 |
| ARTICLE IV - NON-DISCRIMINATION | 10 |
| ARTICLE V - GENERAL PROVISIONS | 10 |
| Section 1..... | 10 |
| Section 3..... | 11 |
| Section 4..... | 11 |
| Section 5 – Uniform Allowance..... | 11 |
| Section 6 – Beeper Assignment and Pay..... | 12 |
| ARTICLE VI - DISCIPLINARY ACTION | 13 |
| Section 1..... | 13 |
| Section 2..... | 13 |
| Section 3..... | 13 |
| Section 4..... | 14 |
| Section 5..... | 14 |
| Section 6 – Suspension Pending Investigation..... | 15 |
| ARTICLE VII - BULLETIN BOARD..... | 15 |
| Section 1..... | 15 |
| Section 2..... | 15 |
| ARTICLE VIII - LEAVES OF ABSENCE..... | 16 |
| Section 1 – Jury Service..... | 16 |
| Section 2 – Sick Leave..... | 16 |
| Section 3 – Education..... | 19 |
| Section 5 – Emergency..... | 19 |
| Section 6 – Personal Days..... | 20 |
| Section 7..... | 20 |
| Section 8..... | 21 |
| ARTICLE IX - UNION REPRESENTATION | 21 |
| Section 1..... | 21 |
| Section 2..... | 21 |
| Section 3 – Departmental Stewards..... | 21 |
| Section 4 – Union Central Committee..... | 22 |
| Section 5..... | 23 |
| Section 6 – Joint Meetings..... | 23 |
| Section 7..... | 24 |
| ARTICLE X - GRIEVANCE PROCEDURE | 24 |
| Section 1..... | 24 |
| Procedure..... | 24 |
| Section 2..... | 24 |
| Section 3..... | 28 |
| Section 4..... | 28 |
| ARTICLE XI – SENIORITY..... | 29 |
| Section 1 – Purpose and Scope..... | 29 |
| Section 2 – Definitions..... | 29 |
| Section 3 – Probationary Period..... | 30 |
| Section 4 – Layoffs..... | 30 |
| Section 5 – Recalls..... | 31 |

| | |
|---|-----------|
| Section 6 – Posting of Layoffs and Recalls | 31 |
| Section 7 – Transfer from Seniority Unit..... | 32 |
| Section 8..... | 32 |
| Section 9 – Job Bidding | 33 |
| ARTICLE XII - VACATIONS | 35 |
| Section 1 – Eligibility..... | 35 |
| Section 2 – Eligibility and Allowance..... | 35 |
| Section 3 – Vacation Pay | 35 |
| Section 4 – Choice of Vacation Period..... | 35 |
| Section 5 – Holiday during Vacation Period | 36 |
| Section 6 – Vacation Rights in Case of Layoff or Separation | 36 |
| Section 7 – Work During Vacation..... | 36 |
| ARTICLE XIII - HOURS OF WORK AND OVERTIME..... | 37 |
| Section 1 – Work Week | 37 |
| Section 2 – Work Shift..... | 37 |
| Section 3 – Work Schedule..... | 38 |
| Section 4 – Rest Periods..... | 38 |
| Section 5 – Meal Periods..... | 39 |
| Section 6 – Overtime..... | 39 |
| Section 7 – Holidays..... | 40 |
| Section 8..... | 42 |
| Section 9..... | 43 |
| ARTICLE XIV - WAGES..... | 43 |
| ARTICLE XV - STRIKES AND LOCKOUTS..... | 45 |
| Section 1 – Lockouts..... | 45 |
| Section 2 – Strikes..... | 45 |
| ARTICLE XVI - SAFETY AND HEALTH | 45 |
| Section 1..... | 45 |
| Section 2..... | 45 |
| Section 3..... | 45 |
| ARTICLE XVII - HOSPITALIZATION INSURANCE | 46 |
| ARTICLE XVIII - EMPLOYEE TESTING | 46 |
| ARTICLE XIX - MEETING INFORMATION..... | 46 |
| ARTICLE XX - WAIVER | 46 |
| ARTICLE XXI - TERMINATION..... | 47 |
| APPENDIX I | 48 |
| ABSENCE/TARDINESS POLICY | 48 |
| A. – Notification of Absence..... | 48 |
| B. – Excessive absenteeism or Tardiness | 48 |
| C. – Tardiness Policy..... | 48 |
| D. – Absenteeism Policy | 48 |
| E. Standard of Attendance for Unscheduled Absences | 49 |
| MEMORANDUM OF UNDERSTANDING | 50 |
| APPENDIX II..... | 51 |
| WAGE SCHEDULE 12/01/08 | 51 |
| WAGE SCHEDULE - 12/01/09 | 52 |

INDEX

| | |
|---|----|
| ABSENCE | 48 |
| <i>Absenteeism Policy</i> | 48 |
| APPENDIX II..... | 51 |
| Arbitration | 27 |
| Beeper Assignment and Pay | 12 |
| Bereavement Leave..... | 18 |
| BULLETIN BOARD | 15 |
| CHECK-OFF | 7 |
| Choice of Vacation Period | 35 |
| Definitions | 29 |
| Departmental Stewards | 21 |
| DISCIPLINARY ACTION | 13 |
| Education | 19 |
| EFFECT OF AGREEMENT | 9 |
| Eligibility | 35 |
| Eligibility and Allowance | 35 |
| Emergency | 19 |
| EMPLOYEE TESTING..... | 46 |
| <i>Excessive absenteeism or Tardiness</i> | 48 |
| FUNCTIONS OF MANAGEMENT | 6 |
| GENERAL PROVISIONS | 10 |
| GRIEVANCE PROCEDURE | 24 |
| Holiday during Vacation Period | 36 |
| Holidays | 40 |
| HOSPITALIZATION INSURANCE | 46 |
| HOURS OF WORK AND OVERTIME | 37 |
| Job Bidding | 33 |
| Joint Meetings | 23 |
| Jury Service | 16 |
| Layoffs | 30 |
| LEAVES OF ABSENCE | 16 |
| Lockouts | 45 |
| Meal Periods | 39 |
| MEETING INFORMATION | 46 |
| NON-DISCRIMINATION | 10 |
| <i>Notification of Absence</i> | 48 |
| Overtime | 39 |
| Personal Days | 20 |
| Posting of Layoffs and Recalls | 31 |
| Probationary Period | 30 |
| <i>Procedure</i> | 24 |
| Purpose and Scope | 29 |
| Recalls | 31 |
| RECOGNITION | 7 |
| SAFETY AND HEALTH | 45 |
| Section 3 – Vacation Pay | 35 |
| SENIORITY | 29 |
| Sick Leave | 16 |
| Step 1 | 24 |
| Step 2 | 25 |

| | |
|--|----|
| Step 3 | 26 |
| Step 4 | 27 |
| Strikes | 45 |
| Suspension Pending Investigation | 15 |
| TARDINESS | 48 |
| <i>Tardiness Policy</i> | 48 |
| TERMINATION | 47 |
| Transfer from Seniority Unit | 32 |
| Uniform Allowance | 11 |
| Union Business | 19 |
| Union Central Committee | 22 |
| Vacation Pay | 35 |
| Vacation Rights in Case of Layoff or Separation | 36 |
| VACATIONS | 35 |
| WAGE SCHEDULE 12/01/08 | 51 |
| WAGE SCHEDULE - 12/01/09 | 52 |
| WAGES | 43 |
| WAIVER | 46 |
| Work During Vacation | 36 |
| Work Schedule | 38 |
| Work Shift | 37 |
| Work Week | 37 |
| Work-related Injuries | 17 |

AGREEMENT

- A. This Agreement, made and entered into this _____ day of _____, 20____, by and between the county of Rock Island, acting by and through the county board of Rock Island County, hereinafter referred to as the Board, and the American Federation of State, County, and Municipal Employees, AFL-CIO, and its affiliated Local Union No. 2371, hereinafter called the Unions, on behalf of the employees of Oak Glen Home, recognized and referred to in Article I – Recognition of this Agreement.
- B. Whenever in this Agreement he or related pronoun may appear, they have been used for literary purposes and are meant to include all human-kind, specifically, both female and male sexes.

FUNCTIONS OF MANAGEMENT

Section 1

It is agreed that the Home retains the sole right to manage the affairs of the home and to direct the working force subject to the terms and conditions of this contract. Such functions of management include (but are not limited to) the right to:

- A. Determine the basis of selection, retention, and promotion of employees for occupations not within the bargaining unit established in this contract.
- B. Maintain discipline of employees including the right to make reasonable rules and regulations for the purpose of efficiency, safe practices and discipline.
- C. Direct generally the work of the employees, including the right to hire, to discharge, to suspend or otherwise discipline employees for good cause, to determine the amount of work needed and to lay them off because of lack of work.

ARTICLE I - RECOGNITION

Section 1

The County Board of Rock Island County recognizes the Union as the exclusive bargaining representative of all full-time employees (i.e., employees assigned to a minimum of thirty-seven and one-half (37½) hours weekly on a regular weekly schedule) including all full-time Registered Nurses (except Restorative Director RN and the first shift full time Supervisor RN) (working less than forty (40) but twenty (20) or more hours per week); Licensed Practical Nurses and part-time (working less than forty (40) but twenty (20) or more hours per week); Licensed Practical Nurses occupying positions of Supervising Nurse, assistant Supervising Nurse, Occupational Therapy Coordinator, Quality Assurance Coordinator and Charge Nurse (L.P.N.'s); and all part-time employees (i.e., employees working less than thirty-seven and one-half (37½), but twenty (20) or more hours per week) in the following classifications: Activity Aide, Certified Nurses Assistant, Food Service Aide, Housekeeping aide, Laundry Aide, Physical Therapy Transporter, Social Service Worker and Utility Clerk, but excluding administrative, management, and supervisory personnel..

Section 2

The Union recognizes the Board as the duly elected representative of the people of the County of Rock Island, and as such, realize on statutory matters, the legal responsibility of final decision making vested in the board cannot be delegated.

ARTICLE II - CHECK-OFF

Section 1

A. The board shall deduct Union dues, including initiation fees, from the pay of employees so covered by this Agreement who authorize such deductions in writing and shall remit such dues on a monthly basis, together with an itemized statement, to A.F.S.C.M.E. Council 31,

after deductions are made. Deductions shall be made thereafter as long as the properly executed authorization for check-off dues form is in effect. Employees may terminate the dues check-off authorization at anytime by the employee giving at least thirty (30) days written notice of such termination to the Payroll Department and the Union. The Union agrees and does hereby indemnify to save the board harmless from any and all claims, demands, suits or liabilities whatsoever which may arise out of or by reason of any action taken by the Board making the wage deductions hereinabove described.

- B. The Home shall not be liable to the Union by reason of the requirements of this Article for remittance or payment of any sum other than the constituting actual deductions made from the employees' wages earned.

Section 2

- A. During the life of this agreement any employee who is a member of the Union may authorize the County or its designated representative to deduct political contributions from compensation earned by submitting and signing an "Authorization for Voluntary Payroll Deduction National People Committee" card. The Union will furnish to the County, for each employee for whom a deduction is to be made, an authorization card signed by the employee. The County will make such authorized deductions from checks on the same basis as Union Dues deductions and will forward the deductions to the Union with the dues deductions.
- B Employees who wish to cancel their authorization for payroll deductions will sign a card supplied by the Union for that purpose.
- C The Union will indemnify and hold harmless the County from any and all liability or claims arising from administrative error resulting from the deductions provided for in this agreement.

Section 3

- A. Employees covered by this agreement who are not members of the Union or do not make application for membership within thirty (30) days after completion of the probation period, shall be required to pay, in lieu of dues, their proportionate fair share of the collective bargaining process, contract administration, and the pursuance of matters affecting wages, hours, and conditions of employment.
- B. Should any employee be unable to pay their contributions to the Union based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, such amount equal to their fair share, shall be paid to a non-religious charitable organization mutually agreed upon by the employee affected and the Union. If the Union and the employee are unable to agree on the matter, such payment shall be made to a charitable organization from an approved Labor Board list of charitable organizations to which such payment is to be made or the employee may elect to pay cash, as long as such payment is paid, by furnishing a written receipt to the Union on a monthly basis that such payment has been made to the designated charitable organization.
- C. The proportionate fair share payment, as certified annually by the Union to be current (not to exceed the amount of union dues) pursuant to the Illinois Public Relations Act, shall be deducted by the employer on the same basis as union dues deductions and will forward the deductions to the Union with the dues deductions.
- D. The Union will indemnify and hold harmless the County from any and all liability or claims arising from administrative error resulting from the deductions provided for in this agreement.

ARTICLE III - EFFECT OF AGREEMENT

- A. The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitments between the parties.

- B. It is agreed that the Union shall not use as an argument in an arbitration or any other proceeding a practice of the Home that was in existence prior to the effective date of this Agreement. Changes in this Agreement, whether by addition, waiver, deletion, amendment or modification must be reduced to writing and executed by both the employer and the Union.
- C. If any article, section, paragraph, clause, or sentence of the Agreement, should be declared invalid or unconstitutional, such decision(s) shall not void the remaining articles, sections, paragraphs, causes, or sentences, and they shall remain in full force and effect for the duration of this Agreement.

ARTICLE IV - NON-DISCRIMINATION

The Board and the Union shall not discriminate against any person directly or indirectly because of race, sex, color, creed, national origin, or because of membership or non-membership or activities in the Union.

In addition, there will be no discrimination on the basis of age, as provided in the Age Discrimination in Employment Act of 1967, as amended, handicap, or Vietnam Era Veterans status.

ARTICLE V - GENERAL PROVISIONS

Section 1

It is understood and agreed that employees covered by this Agreement have the right to join and/or assist the Union or engage in concerted activities insofar as any such activity is not prohibited by any law of the State or by the terms of this Agreement. The union shall be allowed to meet with each new employee for the purpose of conducting a "union orientation" on one occasion for 30 minutes on a date and time that is agreed to in advance between the union and management. The new employee shall be paid for this 30 minute period. Each 30 minute

orientation session shall be deducted from the union's allotment of union time. Conversely, it is understood and agreed that any employee covered by this Agreement may refuse to join and/or participate in the activities of the Union, including the payment of any dues, fees, or assessments or service fees of any type, except for as provided for in Article II, section 3-A.

Section 2

Employees working a regularly scheduled shift consisting of a minimum of thirty-seven and one-half (37½) hours per week and fulfilling all department requirements as to when these hours are to be worked, are considered full-time employees.

Section 3

A. The Union's certified Representative(s) shall have access at reasonable time to work areas of those employees as described in Article I – Recognition, regarding matters relative to the administration of this Agreement, provided:

Notification of desired visit shall be submitted to the Administrator, or his designated representative, indicated reason for visitation.

B. The President or the Vice President will be allowed phone calls from representative of A.F.S.C.M.E. during normal working hours for purposes of facilitating union business. It is understood that if the calls become excessive, the time spent away from the job by the Union President or Vice President will be on a no-pay basis.

Section 4

The Home agrees to provide the Union with a quarterly seniority list.

Section 5 – Uniform Allowance

The County agrees to provide a Uniform allowance for employees who are required to wear uniforms on the following basis: 1) for full time employees one hundred twenty-five dollars (\$125.00) and for part-time employees seventy-five dollars (\$75.00) within thirty days

(30) days of the effective date of this agreement for employees who have completed their probationary period prior to January 31, 2009; 2) For full time employees one hundred twenty-five dollars (\$125.00) and for part-time employees seventy-five dollars (\$75.00) on July 31, 2009, for employees who have completed their probationary period prior to July 31, 2009 3) For full time employees one hundred twenty-five (\$125.00) and for part-time employees seventy-five dollars (\$75.00) for employees who have completed their probationary period prior to January 31, 2010; 4) For full time employees one hundred twenty-five dollars (\$125.00) and for part-time employees seventy-five dollars (\$75.00) on July 31, 2010, for employees who have completed their probationary period prior to July 31, 2010; 5) For full time employees one hundred twenty-five dollars (\$125.00) and for part-time employees seventy-five dollars (\$75.00) on January 31, 2011, for employees who have completed their probationary period prior to January 31, 2011; and 6) For full time employees one hundred twenty-five dollars(\$125.00) and for part-time employees seventy-five dollars (\$75.00) on July 31, 2011, for employees who have completed their probationary period prior to July 31, 2011; 7) For full time employees one hundred twenty-five dollars (\$125.00) and for part-time employees seventy-five dollars (\$75.00) on January 31, 2012, for employees who have completed their probationary period prior to January 31, 2012; and 8) For full time employees one hundred twenty-five dollars(\$125.00) and for part-time employees seventy-five dollars (\$75.00) on July 31, 2012, for employees who have completed their probationary period prior to July 31, 2012.

Section 6 – Beeper Assignment and Pay

The bargaining unit classifications from which an employee may be designated to carry a beeper are Mechanic II, Mechanic III and General Duties.

When the Facilities director or designee of Oak Glen Home determines a bargaining unit employee is needed to carry the beeper, the beeper shall first be offered to the most senior

employee eligible to carry the beeper on a rotating basis, which rotation shall occur on an occurrence basis and not each day, and if all eligible employees decline the offer, then the least senior eligible employee shall be assigned the beeper.

The employee assigned the beeper shall receive beeper pay of \$10.50 per day.

For each day the employee is assigned the beeper, the employee shall receive a minimum of one (1) hour's pay each time the employee is called back to work.

Section 7 – Tool Allowance

Engineering employees shall be given a \$100.00 tool allowance once during the term of this contract

ARTICLE VI - DISCIPLINARY ACTION

Section 1

The Home shall not exercise its rights to reprimand, suspend, discharge, or otherwise discipline any employee with seniority except for just cause.

Section 2

Employees making false, malicious, or slanderous statements about the Home or its board or employees of the Home, including the Administrative staff, which would affect the operation or reputation of the Home, shall be subject to disciplinary action under this Article.

Section 3

The Home agrees with the tenets of progressive and corrective discipline, but both parties agree that corrective action is not appropriate in all cases.

Disciplinary action shall include only the following:

- A. Oral reprimand
- B. Written reprimand
- C. Suspension (Notice to be given in writing)
- D. Discharge (Notice to be given in writing)

An employee shall not be demoted for disciplinary reasons. Discipline shall be imposed as soon as possible after the Home is aware of the event or action giving rise to the discipline and has a reasonable period of time to investigate the matter.

After any disciplinary action has been on file for one (1) year without any intervening disciplinary action, it will be removed from the employee's employment record. The Home will furnish the employee with a copy of the disciplinary action as well as copies of any counseling forms.

Section 4

It is understood and agreed that this Article shall not apply to probationary employees.

Section 5

The Union shall have the right to take up any suspension or discharge as a grievance, provided the grievance is signed by the aggrieved employee and is filed within five (5) working days from the effective date of the disciplinary action. It is also agreed and understood that disciplinary action grievances shall be filed initially in Step 2 of the Grievance Procedure.

Section 6 – Suspension Pending Investigation

The Home may suspend an employee for up to ten (10) calendar days pending investigation while a decision is made on whether or not disciplinary action will be taken against an employee. Such action shall not be subject to the Grievance Procedure in Article X. If the suspension pending investigation is replaced by another disciplinary action, written notice will be issued and such action may be subject to the Grievance Procedure.

If following an investigation, no disciplinary action is taken, the employee shall return to work and shall otherwise be made whole.

ARTICLE VII - BULLETIN BOARD

Section 1

The Home will assign one (1) bulletin board for the exclusive use of the Union.

Section 2

The Union agrees that it will limit the use of the assigned bulletin board to the following Union notices and will supply the administrator, or his assigned representative, copies of such notices:

- A. Recreational and social affairs of the Union.
- B. Union meetings.
- C. Union appointments.
- D. Scheduled Union elections and results of such elections.
- E. Union communications that are not controversial in nature.

No provision of this Article shall be construed to permit the posting of any political or advertising matter on the assigned bulletin board or elsewhere on Oak Glen Home property.

ARTICLE VIII - LEAVES OF ABSENCE

In special cases, the present practice of the Home of allowing employees with seniority to absent themselves for brief periods, for reasons set out below, will be continued when arrangements are made in advance. Employees shall not receive any benefits while on leave of absence under this Article, except: 1) the employee shall retain seniority and shall be returned to his classification providing the seniority of the employee permits such return and provided the employee returns to active employment at the expiration of such period; and, 2) employees who are on leave of absence when one or more clothing allowances are granted shall receive only the most recent clothing allowance upon returning to work.

Section 1 – Jury Service

An employee who is called for jury service (which includes grand jury service) or who is required by law to appear for examination by a jury commission prior to such jury service or is subpoenaed and reports for witness service in a proceeding in a court of record shall be excused from work. Such an employee will be reimbursed the difference between his normal rate of pay for necessary time lost because of such service and the amount of compensation received for such service.

Section 2 – Sick Leave

A. Any employee contracting or incurring any non-service connected sickness or disability, which renders such employee unable to perform the duties of his employment, shall receive sick leave with pay, provided the employee has accrued sick leave. An employee with accrued sick leave may use up to five (5) days of sick leave per contract year to care for the employee's immediate family. (for the purposes of this Article VIII, Section 2,

immediate family is defined as spouse, children, parents, brothers, sisters, spouse's children. Pregnancy shall be treated as any other illness or non-occupational disability when it renders an employee unable to perform the duties of assigned employment. Employees shall be granted a leave of absence upon request for a period not to exceed six (6) months for the care of a new-born child. Sick leave may also be used for appointments with a doctor, dentist, or other professional medical practitioner. Sick leave cannot be taken during the first ninety (90) working days of employment and, except as set out below, must be used for personal illness only. The employee shall notify his department manager on the first work day of illness and each day thereafter prior to the work shift unless covered by a leave of absence or medical practitioner's excuse. The employer may request a medical doctor's affidavit after three (3) days of absences from work due to illness, and, if such request is made during that absence, the medical doctor's affidavit must be submitted within twenty-four hours after the employee's return to work. Failure to submit the affidavit within twenty-four hours shall result in the absence being unexcused. However, the employer may require a doctor's affidavit for any absence which occurs on any scheduled work day before or after a holiday and on any weekend day an employee is scheduled to work. Sick leave covered by Workmen's Compensation Act will not be counted against sick leave. Sick leave will not be paid for such a period. The Home will furnish a copy of any incident report to the involved employee.

Full-time employees who bid on and are awarded a part-time position shall be permitted to keep and use any accrued sick leave.

B. Work-related Injuries

On a work-related injury that necessitates an absence from work, we will pay for the first three (3) days of absence from the employee's sick leave plan providing:

1. The employee has accrued sick leave credit.

2. The employee provides us with a statement from his Doctor that they are unable to work during this period of time.

The sick leave payment will not be paid in addition to Workmen's Compensation pay and will be paid if the employee returns to work prior to the fourteen (14) day period required by the Workmen's Compensation rules.

C. Sick leave accumulates at the rates of one (1) day per month with an unlimited accumulation. Sick leave may not be added to vacation time, nor will cash bonus time off be given in lieu of sick leave. The employee may go on Illinois Municipal Retirement Fund after thirty (30) days after any one (1) illness.

D. Any employee abusing the sick leave privilege and deceiving the Home in this manner shall be subject to dismissal.

E. Bereavement Leave

When death occurs in the immediate family of an employee, with seniority, such an employee, upon request, will be excused for up to a total of any three (3) days immediately following the death, or preceding or following the funeral or memorial service, provided an employee attends the funeral. An employee's immediate family shall include only the following: spouse, children, parents, stepparents, stepchildren, brothers, sisters, grandparents, grandchildren, mother and father-in-law, son and daughter-in-law, an employee's sibling's spouse, an employee's spouse's sibling and legal guardian. After making written application thereof, which will show date of death, relationship to deceased and the fact employee attended funeral, the employee shall receive pay on basis of straight time established rate for any scheduled days of work for which employee is excused. Employees shall be entitled to an additional day of funeral leave if the funeral is more than 500 miles from the County Courthouse. An employee shall be entitled to bereavement leave when death occurs to his "significant other."

"Significant other," for the purposes of this agreement, is defined as any adult person

with whom the employee has lived in a domestic relationship and in the same domicile for at least five (5) continuous years.

Section 3 – Education

A leave of absence without pay may be allowed for formal education, when the Home benefits thereby, not to exceed one (1) year, but may be renewable with the approval of the Administrator. A written request approved by the Supervisor shall be submitted at least two (2) months in advance.

Section 4 – Union Business

- A. The employer shall grant a leave of absence without pay of not more than one (1) year to any employee elected to any Union office requiring such a leave of absence. Such leave of absence may be renewed or extended for a similar period at any time upon mutual agreement of the employer, the Union, and the employee. No more than one (1) employee may be on leave of absence pursuant to this Section at any one time.
- B. Should the Union need more than one (1) elected official, which will not exceed two (2), released under this section for a limited period of time, not to exceed one (1) week, the Union shall submit a written request to the Administrator no later than two (2) weeks in advance of the leave, when possible.

Section 5 – Emergency

- A. A leave of absence may be granted for an emergency by the Administrator. All requests for emergency leaves must be presented to the Administrator, and/or his designated representative, by the involved employee.
- B. During snow emergencies, employees will be paid for their entire shift provided they arrive within the first hour of their respective shifts.

Section 6 – Personal Days

Employees will be permitted two (2) personal days off plus four (4) hours each contract year without loss of pay for compelling and necessary reasons. The Board and the Union acknowledge that of this total of two (2) personal days plus four (4) hours that the four (4) hours of a personal day is due to the fact that employees receive one-half ($\frac{1}{2}$) day less holiday leave than other county employees as of November 30, 1999. Personal days may be used in hourly increments. Employees may use one (1) of their accrued personal days, per contract year, on a scheduled weekend day, so long as the day is used on the day before or the day after scheduled vacation time. Employees requesting personal days off shall notify their department managers sufficiently in advance for the scheduling to be consistent with the operating needs of the employer. In the case of an extreme emergency where prior notification is impossible, consideration will be given to each individual case. Employees' request of personal days shall not be unreasonable denied. If an employee has not used the personal days during the contract year, they will be added to the following year's vacation. One personal day may be added to the beginning or end of a scheduled week of vacation.

Section 7

Part-time employees shall accrue five (5) days paid leave after completion of their probationary period with an additional five (5) days of paid leave accruing on their first anniversary date. Of these total of ten (10) days, the employee may use two (2) in one (1) hour increments. Each year after the first year of employment the part-time employee shall accrue ten (10) days of paid leave on his anniversary date. Two (2) of these days may be used in one (1) hour increments.

Section 8

Any employee who fails to report to active employment at the expiration of leave of absence shall be considered as having voluntarily terminated his employment unless he has a reason satisfactory to the Administrator.

ARTICLE IX - UNION REPRESENTATION

Section 1

In the administration of this Agreement, the Union shall be represented as provided below, it being understood that all certified Union representatives shall be bargaining unit employees and have successfully completed the required probationary period.

Section 2

The Union shall, within ten (10) days from the signing of this Agreement, provide the Administrator with a list of its representatives by name and the jurisdictional area they serve, and also the names of members of the Union Central Committee. Changes in this list shall be furnished the Administrator, or his designee, promptly in writing, as they occur. The Administrator, or his designee, shall not be obligated to recognize any Union Representative of whom he has not been so informed.

Section 3 – Departmental Stewards

A. The Union shall be represented in Step 1 of the Grievance Procedure by departmental stewards. The Union shall be entitled to a maximum of twelve (12) departmental stewards and one (1) chief steward, provided no more than seven (7) departmental stewards may be gone on Union business at one time. The jurisdiction of departmental stewards shall be limited to the processing of grievances in the area in which they serve

as stewards. The jurisdiction of the chief steward will be limited to the processing of grievances in any area in which the designated steward is absent.

B. A departmental steward shall be permitted to be away from his work in order to perform his duties as a Union representative only in the processing of grievances in accordance with Step 1 of the grievance procedure in Article X.

C. A departmental steward leaving his work, upon request of an allegedly aggrieved employee, shall notify his department manager, or someone designated by the department manager to act for him in his absence from the department, at the time of leaving and also upon his return. Prior to leaving his job, the employee shall obtain written permission from his Supervisor and upon returning to work, he must obtain from his Supervisor written verification of the time of return. If it is necessary for a departmental steward to enter a department in his jurisdiction other than his own for reasons set out in paragraph B above, he shall receive through his department manager, or someone designated by the department manager to act for him in his absence from the department, written permission to leave his department and shall report to the department manager of the department he enters prior to performing any handling of the grievance involved.

Section 4 – Union Central Committee

The Union Central Committee shall represent the Union (a) in all regular and special meetings with the Administrator or his designated representative(s), as provided below, and (b) shall also represent the Union and aggrieved employee(s) in Step 2 of the grievance procedure.

A. This Central Committee shall be composed of three (3) members, and a majority shall constitute a quorum.

B. Prior to leaving their job, members of the Union's Central Committee shall obtain written permission from their supervisor and upon returning to work, they must obtain from their

supervisor written verification of the time of return. If the supervisor is not present, then written permission and written verification shall be received from the Administrator's office.

Section 5

Certified Union representatives (departmental stewards, and members of the Union Central Committee) as a group shall be allowed a maximum amount of time, chargeable to the Home, a grand total of forty four (44) hours per month, beginning with the effective date of this Agreement. Compensation for such allowed time shall be on the basis of the employee's straight-time hourly regular pay.

Section 6 – Joint Meetings

- A. The Administrator, and/or the Administrator's designated representative, and the Union Central Committee, recognizing the value and importance of conducting a full discussion in clearing up misunderstandings, and in order to preserve harmonious relations in the administration of the Agreement, agree to meet, at least every other month, and by mutual agreement more often as follows:
1. Each party will submit to the other, at least five (5) days prior to the requested meeting, a tentative agenda covering subject matter they wish to discuss.
Additional items may be placed on the agenda by mutual consent prior to or at the scheduled meeting.
 2. Both the administrator and the Union Central Committee shall limit the number of their representatives at the meetings to no more than four (4) people, but, by mutual agreement, additional people may be invited to attend.
- B. The Home recognizes the importance of communicating with its employees and the Union and will attempt to make them aware of any changes in procedures or policy.

Section 7

No provision of this Agreement shall be construed so as to require payment by the Home for any time spent by a Union representative(s) in any negotiations for the amendment, extension of, renewal, or of additions to an existing collective bargaining agreement, nor for the negotiations of any agreements.

ARTICLE X - GRIEVANCE PROCEDURE

Section 1

A grievance is defined as a dispute between an employee or the Union and the Employer concerning the interpretation, application, or alleged violation of a provision of this Agreement.

For the purpose of this Article, working days are defined as Monday through Friday excluding recognized holidays observed by the Home's business office.

Procedure

An attempt shall be made to resolve any grievance in an informal discussion between the grievant and his immediate department manager or designated representative. If requested by the allegedly aggrieved employee, the appropriate departmental steward or chief steward in the absence of the departmental steward may participate in this informal discussion. It is understood that all grievances must be presented within ten (10) working days of the occurrence of the event giving rise to the grievance.

Section 2

Step 1– Between the aggrieved employee with his steward and the employee's department manager.

A. If the grievance is not resolved informally in accordance with the above procedure, the grievance shall be reduced to writing and signed by the aggrieved employee and the

departmental steward and filed with the department manager within five (5) working days after the above informal discussion on the alleged complaint has been concluded. Any grievance reduced to writing shall specify the specific sections(s) and/or article(s) allegedly violated and shall also state the specific relief sought. The department manager shall, within three (3) working days from the date the written grievance was presented, arrange a meeting at a mutually satisfactory time with the aggrieved employee and the departmental steward. The department manager shall formally answer the grievance within five (5) working days from receipt of the written grievance. However, if grievance is not formally answered within specified time limit, the Union shall be privileged to advance grievance to Step 2 without an answer.

- B. Any grievance which is not carried to Step 2 within five (5) working days after the department manager's written answer was due in Step 1, shall be deemed settled and shall not be eligible for further processing.

Step 2– Between the Administrator and/or his designated representative and the Union Central Committee

- A. Any grievance which remains unsettled after completion of Step 1, shall, if carried to Step 2, be presented to the Administrator by the chairperson of the Union Central Committee.
- B. The Administrator, or his designated representative, shall arrange a meeting to discuss grievance within five (5) working days from the date of appeal and formally answer the grievance within three (3) working days after the meeting at which discussion of the grievance was concluded between the parties. Such written answer shall be presented to the Chairperson and the aggrieved employee. If grievance is not formally answered within above time limit, the Union shall be privileged to advance grievance to Step 3 without an answer.

- C. Grievances of a general character, disciplinary action grievances, grievances involving matters which are outside the jurisdiction of the department manager, may enter the grievance procedure at Step 2.
- D. Any grievance which is not carried to Step 3 within ten (10) working days from the date the Administrator's written answer was due in Step 2 shall be deemed settled and shall not be eligible for further processing.

Step 3-Between the Chairman of the County Nursing Home Committee and/or his designated representative(s), the Chairperson of the Union Central Committee and the Business Representative of the Union and/or Union legal representation.

- A. Should the Union desire to submit a grievance to Step 3, it may be presented by the Union Central committee to the Chairman of the county Nursing Home Committee, and/or his designated representative(s), in writing within seven (7) working days after the response of the Administrator is due. Before the end of the third step grievance meeting, the Union may add to the written grievance any article or section they believe to have been violated. The Chairman of the County Nursing Home Committee, and/or his designated representative(s), shall respond in writing to the Union Central Committee (with a copy of response to the Union President) within five (5) working days following the next regular scheduled County Nursing Home Committee meeting.
- B. Any grievance which is submitted to Step 3 shall be answered in writing not later than five (5) working days following the next regular scheduled county Nursing Home committee meeting; however, the Union is privileged to appeal grievance to the next step without an answer.
- C. Any grievance processed through Step 3, and which is not referred in writing to Step 4 within fifteen (15) working days from the date of the Chairman of the County Nursing Home Committee's answer was due in Step 3, shall be deemed settled and shall not be eligible for further processing.

Step 4 – Arbitration

- A. Grievances involving interpretation and application of the provisions of this Agreement which have been processed through the grievance procedure, and only such grievances, may be submitted to arbitration as provided below:
- B. Should the Union desire to submit a grievance to Step 4, it shall give written notice to the Committee within fifteen (15) working days from the date of the Chairman of the County Nursing Home Committee's answer was due in Step 3.
- C. The arbitration proceeding shall be conducted by an arbitrator selected by the County Nursing Home Committee and the Union within seven (7) working days after notice has been given, if possible. If the parties fail to select an arbitrator, the Federal Mediation and Conciliation Service shall be requested to provide a panel of five (5) arbitrators. Both the County Nursing Home Committee and the Union shall have the right to strike out two (2) names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike one (1) name, the process will be repeated; and the remaining person shall be the arbitrator, provided, however, either party may reject the first panel in its entirety.
- D. The jurisdiction of the arbitrator shall be limited to the interpretation and application of the provisions of these Articles and the obligations of the parties under these Articles. The arbitrator shall have no power or authority to add, ignore, modify, or enlarge upon any provision(s) of this Agreement. No decision of the arbitrator shall pertain to matters not at issue in a given case. All decisions of the arbitrator shall be presented in writing and shall be binding upon both parties.
- E. Expenses for the arbitrator's services and the expenses which are common to both parties to the arbitrator shall be borne equally by the Board and the Union. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.

Section 3

It is agreed and understood time limits established in any step of grievance procedure may be extended by mutual understanding between the parties.

Section 4

All grievances of discipline for alleged resident abuse must be presented within three (3) working days of the discipline being issued and shall be presented by a written grievance being presented by the Union Central Committee to the Chairman of the County Nursing Home Committee and/or his designated representative(s). A grievance not filed in compliance with this Section 4 shall be considered waived and the discipline not subject to challenge or further appeal. Upon receipt of a grievance under this Section 4 the Employer shall schedule a grievance meeting to occur within three (3) working days of the employer's receipt of the written grievance and shall notify the Union of the scheduling of the meeting.

Should the Union not accept the employer's response to the grievance in the grievance meeting, it shall serve written notice to the employer within three (3) working days from the date of the grievance meeting that it requests arbitration and failure to request arbitration within such period of time shall result in the grievance being deemed settled based on the employer's response in the grievance meeting.

The employer or the Union may request the Federal mediation and Conciliation Service to provide a panel of five (5) arbitrators. Within ten (10) days of receipt of the panel of arbitrators from the Federal Mediation and Conciliation Service, the parties shall select the arbitrator to hear the grievance. Both the Employer and the Union shall have the right to strike out two (2) names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike one (1) name, the process will be repeated; and the remaining person shall be the arbitrator.

The arbitrator shall render an award within ten (10) days of the arbitration hearing and may provide an explanation or justification for the award after that date. The parties agree that briefs will not be filed with the arbitrator.

Regardless of the award of the arbitrator, an employee who loses or does not hold the state certification or license for their work classification shall be terminated and such termination shall not be subject to the grievance procedure.

Paragraphs D and E in Section 2, Step 4 are incorporated in and made a part of this Section 4.

ARTICLE XI – SENIORITY

Section 1 – Purpose and Scope

- A. The purpose of this Article is to provide the maximum employment security to full-time employees consistent with the efficient operation of the Home.
- B. The seniority standing of any full-time employee shall apply only in layoffs due to lack of work and recalls after such layoffs, except as otherwise specifically provided in this Agreement.
- C. the Committee and the Union recognize that the best interests of the employees and the Home are assured that continuity of employment will be governed by seniority, skill, and experience.

Section 2 – Definitions

- A. The term “seniority” wherever used in this Agreement shall mean the relative ranking of employees in the bargaining unit in terms of the employee’s continuous full-time employment at the Home.

- B. all part-time employees shall have their seniority adjusted based on the annual number of normal hours of work per year (1950 or 2080) for their department when being considered for a job vacancy, a layoff, or recall from layoff.
- C. The “classification seniority” of present full-time employees for all purposes covered by this Article shall be as already established by the existing posted list.
- D. The terms “qualifications” and “qualified” wherever used in this Article as descriptive of an employee, shall mean the factors necessary for the satisfactory performance of the work for which the employee is being considered.

Section 3 – Probationary Period

- A. The first ninety (90) days worked of active employment during the employee’s last period of continuous employment, is a probationary period during which there will be no responsibility on the part of the Home for the continued employment of the new employee, and discharge of such probationary employee shall not be made subject to a grievance.
- B. When the probationary period is satisfactorily completed, seniority will date back ninety (90) days worked from the date of completion of probation.
- C. After a new employee has acquired seniority, the name of the employee and his seniority date shall be placed on the classification seniority list in which he is employed at the time of completion of the ninety (90) days worked probationary period.

Section 4 – Layoffs

When it becomes necessary to reduce the number of employees in any classification, the procedure will be as follows:

- A. Rights of Employees with seniority in reduction of the working force:
 - 1. Probationary employees will be removed from the affected classification, and
after that, employees with seniority will be removed from the affected

classification(s) in the reverse order of their classification seniority, provided that in all cases, the employees remaining in the classification are qualified to perform the work required.

2. Employees removed from a classification shall be placed by the Home in other employment in the following order:

First: To fill the Home's requirement, if any, for additional help in any other classification the employee is qualified to perform.

Second: If placement is not possible under the first step, the employee shall replace a probationary employee in any other classification whose job he is qualified to perform.

Third: If a placement is not possible under either the first or second step, then he shall replace the employee with the least seniority in the Home whose work he is qualified to perform.

Fourth: If placement is not accomplished under any of the three (3) provisions above, the employee shall be placed on the layoff list out of the Home.

Section 5 – Recalls

In the case of recalls employees laid off out of the Home will be recalled on the basis of established total Home wide seniority, provided in all cases, they are qualified to perform the work required.

Section 6 – Posting of Layoffs and Recalls

A list showing the names of employees who have been laid off or who have been recalled will be made available in the Administrator's office. If any deviation is made from seniority, an explanation will be made upon request. There shall be no redress to the grievance procedure by

any employee in connection with layoff or recall unless a grievance is presented within five (5) working days from actual date of layoff or recall.

Section 7 – Transfer from Seniority Unit

Any employee who has heretofore been, or at any time in the future may be, promoted or transferred to any full time position not included in the current bargaining unit, and who later returns to the bargaining unit covered by this Agreement for the purposes of layoff, recall and job bidding only shall have added to their seniority, time in the bargaining unit prior to their taking a position out of the unit, but not time spent out of the unit.

Section 8

Any employee who has acquired seniority shall lose his seniority and employment will be broken for the following reasons only:

- A. If he quits, either by (1) notifying the Administrator; or (2) remaining away from work three (3) consecutive working days or more without a reason satisfactory to the Administrator.
- B. If he is discharged for cause.
- C. If, after layoff out of the Home, he fails to report for work within five (5) working days after being notified in writing to his last known address to do so, unless prevented by illness or other reason(s) satisfactory to the Administrator. Employees laid off and desiring to retain their seniority rights must keep their address known to the Home.
- D. If he is unemployed by the Home for a period of time equal to his length of service prior to layoff or a period of one (1) year, whichever is the lesser. If an employee is absent due to illness or injury for twelve (12) consecutive months, the employee shall be eligible to bid under Article XI, Section 9, for openings for which the employee is qualified.

Section 9 – Job Bidding

- A. When there is a vacancy in the working force or when a new job classification has been created in the bargaining unit such vacancy or opening shall be posted in accordance with the following procedures:
1. The opening shall be posted on the employee bulletin board and the Union bulletin board and shall list the classification and initial hours of work and initial job location, in which the vacancy occurred and the qualifications necessary for an employee to be eligible to make application for the vacancy.
 2. Any employee with seniority, who can qualify or believes himself to be qualified, may apply for the vacancy by submitting a complete “Application for Vacancy” to the office of the Administrator within the period specified.
 3. No applicant may apply for a transfer under the provision of this section who has been granted a departmental change during the preceding six (6) months by this procedure.
 - 3a. No applicant may apply for a shift transfer under the provisions of this section who has been granted a shift change during the preceding four (4) months by this procedure.
 4. When the vacancy has been posted for five (5) working days (one hundred twenty (120) hours) the Home shall accept no more applications for the vacancy. For the purpose of this section working days is defined as Monday through Friday excluding holidays observed by the Home’s business office. From the applications filed the Administrator shall determine those who are qualified, and from this group, if there should be more than one (1) employee equally well qualified, shall select the most

senior qualified applicant on the basis of the employee's continuous length of service. If the applicant selected does not work thirty (30) days in the employee's new position, the Employer shall not be required to repost and shall select a replacement from the existing list of applicants, and if there are no applicants left on the list, the Employer has the right to select the person to fill the vacancy.

- B. No employee selected to fill a vacancy by this procedure shall be placed in the vacancy until the Home has secured a replacement for the vacancy caused by the applicant's transfer for ten (10) working days, and the Home may fill the listed vacancy temporarily by any method until the replacement had been secured.
- C. Any vacancy caused by this procedure, i.e., jobs vacated by any employee making application for, and being placed on a listed vacancy, shall be filled by the Home by transfer or hire after giving notice of the vacancy by posting a notice on the bulletin board and first consideration will be given to transfer before hiring. In the case of transfer, the seniority and qualifications of the employee will be considered.
- D. Any employee who fills a vacancy by this bidding procedure, and who within thirty (30) working days from the date of transfer 1) fails to perform the job satisfactorily; 2) has his work discontinued or; 3) chooses to return to his former classification, shall be returned to his former assignment, seniority permitting.
- E. Should a vacancy occur and it is determined by the Home that the position will be filled, the vacancies will be posted within five (5) days of such determination. The determination shall be made as soon as possible. Vacancies shall be filled within twenty (20) days after the job posting has been removed from the assigned bulletin boards.
- F. Employees who transfer to a classification outside the bargaining unit and who within ninety (90) days are transferred back to a classification in the bargaining unit shall retain the bargaining unit seniority they had before being transferred to a classification outside

the bargaining unit.

ARTICLE XII - VACATIONS

Section 1 – Eligibility

Vacations are granted as a reward for service during the past year and anticipation of further service during the coming year with the understanding such vacations can only be taken in increments of one (1) week or more. Vacation salaries are not paid in advanced. Only full-time employees are eligible for vacation benefits.

Section 2 – Eligibility and Allowance

Two (2) weeks vacation with pay will be granted to all employees who have completed one (1) full year of employment.

Three (3) weeks vacation - Six (6) full years of employment

Four (4) weeks vacation – Ten (10) full years of employment.

Five (5) weeks vacation – Twenty (20) full years of employment.

Section 3 – Vacation Pay

The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job. Vacation pay is paid at the regular pay day which is every other Friday.

Section 4 – Choice of Vacation Period

Vacations shall be granted at the time requested by the employee. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given his choice of vacation period in the event of any conflict over vacation periods.

Vacation requests are to be submitted during designated sign-up time frame. Vacation requests for times not requested during your sign-up time will be considered after January 30th on a first come basis.

Vacation periods shall be taken each year and scheduled in increments of not less than one (1) week. The posting of the vacation roster shall be no later than October 1st and the employee must request his vacation period by January 1st. The Employer shall approve or disapprove all requests made during this period by January 30th. Employees who do not request a vacation period prior to the end of the ninth month following the year in which the vacation was earned shall be scheduled for a vacation by the employer. The vacation shall be scheduled within the three (3) months remaining in the year.

Section 5 – Holiday during Vacation Period

If any holiday occurs during the calendar week in which a vacation is taken by an employee, the employee's vacation period may, at the employee's option, be extended by that amount of days.

Section 6 – Vacation Rights in Case of Layoff or Separation

Any employee who is laid off, retired, or separated from the service of the employer for any non-disciplinary reason, prior to taking his vacation, shall be compensated for the unused vacation he has accumulated at the time of separation. In cases of deceased employees, earned vacation shall be paid to the estate of the employee.

Section 7 – Work During Vacation

Any employee who is requested to and does work during his vacation period shall have his vacation rescheduled. His right to refuse is recognized.

ARTICLE XIII - HOURS OF WORK AND OVERTIME

Section 1 – Work Week

The work week, Sunday through Saturday, shall remain the same. The work week scheduling shall be done in a manner allowing every other weekend off, providing this manner of scheduling does not become a hardship of the Home in delivering proper care for the residents. The schedule, once established, shall be continuous, and shall be effective for a minimum of twenty-eight (28) days and the new schedule shall be posted a minimum of two (2) weeks prior to the end of the current twenty-eight (28) day schedule. All scheduling changes initiated by either the employer or the employee can only be made at the conclusion of the above referred to twenty-eight (28) days. Tradeoffs initiated by the employee(s) are permitted, within a given pay period, upon approval of the department manager. This section shall be limited to changing of days only within the employee's present shift except in an emergency situation. No overtime will be paid on tradeoff days initiated by employees which result in extra work days or hours.

The parties understand the language underlined in the immediately preceding paragraph, to mean that not less than two (2) weeks prior to the end of a twenty-eight (28) day schedule a new twenty-eight (28) day schedule shall be posted which means employees will have a minimum of two (2) weeks notice of schedule changes.

Section 2 – Work Shift

A maximum of eight (8) consecutive hours within a twenty-four (24) hour period beginning at eleven (11:00) P.M. or eleven-thirty (11:30) P.M. shall constitute the regular work shift for employees not in the nursing department. For nursing department employees a maximum of eight and one-half (8½) consecutive hours within a twenty-four (24) hour period beginning at eleven (11:00) P.M. or eleven-thirty (11:30) P.M. shall constitute the regular work shift.

The Board and the Union further agree that the use of eight and one-half hour (8½) shifts in the nursing department is intended to attempt to improve staffing levels at Oak Glen Home.

The Board and the Union further agree that Oak Glen Home may establish and from time to time change the starting and ending times of the eight and one-half (8½) shift upon mutual agreement.

All employees shall be scheduled to work a regular shift, and each work shift shall have a regular starting and quitting time.

Section 3 – Work Schedule

Work schedules showing the employees' shift, work days, and hours shall be posted on all department bulletin boards at all times, except for emergency situation.

All part-time employees shall be scheduled to work a minimum of twenty (20) hours per week. Work schedules of part-time employees shall be posted with full time employees, but not withstanding any other provision in this agreement the Employer may change the schedule at any time to meet the needs of the Home (For example due to absences, including unscheduled absences, which is unscheduled time lost from work for any reason, including sick time without prior approval). Each department shall maintain a PRN list of employees who which to be considered to work more than those for which they are originally scheduled. The Employer shall give notice in advance for changes known in advance as stated in the absence/tardiness policy.

Section 4 – Rest Periods

A. For employees working over five (5) hours per shift between Memorial Day and Labor Day the rest periods are stated in section 4(B). Otherwise, the present policy of the Home of allowing a maximum period of 15 minutes each working shift for a short lunch and rest period will be continued without any change in the Home's present pay practice with respect to such periods.

- B. Employees working over five (5) hours per shift between Memorial Day and Labor Day, in lieu of receiving rest periods under section 4(A), shall receive two (2) ten (10) minute breaks each shift which breaks shall be scheduled at the discretion of their supervisor.
- C. Any employee who works a minimum of a seven and a half (7 ½) hour work shift shall be given two (2) fifteen (15) minute breaks, one in the first half of their shift and one in second half of their shift. Employer shall provide a designated smoking area in the rear of the building located upon a hard surface. Employees may place a shelter over the designated area using funds from the employee council/vending fund. All plans and construction of such shelter shall require the approval of the County Board. All construction shall be performed by a licensed and bonded company. Employees shall be allowed to smoke in their cars in the rear designated parking lot.

Section 5 – Meal Periods

All full time employees shall be granted a thirty (30) minute unpaid lunch period during each work shift but part-time employees shall only be granted a thirty (30) minute unpaid lunch period during each work shift of five (5) hours or more. Whenever possible, the lunch period shall be regularly scheduled at the middle of each shift, however, it is understood should an emergency situation develop, regularly scheduled lunch periods may be temporarily changed.

Section 6 – Overtime

Time and one-half of the employee's regular hourly rate of pay shall be paid to full time employees for work under any of the following conditions, but compensation shall not be paid twice for the same day or hours.

- A. All work performed in excess of eight (8) hours in any one (1) work day.
- B. For employees whose regular shift is eight and one-half (8½) hours, all work performed in excess of forty (40) hours in any one (1) scheduled work week.

- C. For employees whose regular shift is eight (8) hours (seven and one-half (7½) hours worked and one-half (½) hour lunch) all work performed in excess of seven and one-half (7½) hours in any one work day or thirty-seven and one-half (37½) hours in any one scheduled work week.
- D. Part-time employees shall only receive overtime for work performed in excess of forty (40) hours in any one (1) scheduled work week.
- E. The use of earned benefit time in any work week, with the exception of sick leave, shall be counted as hours worked for the purpose of calculating overtime.

All overtime work must be authorized, in writing by the department manager and Administrator.

No employee shall receive overtime pay for the same day or hours.

The Home shall pay the applicable overtime rate for employees attending meetings pertaining to the Home during off-duty hours if such meetings are required and approved in advance by the Administrator or his designated representative.

Section 7 – Holidays

The Home will recognize the following holidays, subject to the provisions of this Section:

- | | |
|------------------------|---------------------------|
| Christmas | Labor Day |
| New Year’s Day | Friday after Thanksgiving |
| Martin Luther King Day | Election Day |
| Lincoln’s Birthday | Veteran’s Day |
| Washington’s Birthday | Thanksgiving Day |
| Good Friday | Employee’s Birthday |
| Memorial Day | |
| Independence Day | |

Holidays shall be observed on days designated by Rock Island County and posted on the Employer's bulletin boards. In December of each year the parties will review the holidays for the upcoming year. Dates that holidays will be observed will then be posted on the Employer and Union bulletin boards.

A. Eligible employees shall receive one (1) day's pay for each of the days listed above on which they perform no work. If a holiday is observed on an employee's scheduled day off, he shall be paid for the unworked holiday or give the option of receiving a compensatory day. Employees who work on Christmas, Thanksgiving or Labor Day shall be paid two and one-half (2 ½) times their regular rate of pay for all hours worked on such days in lieu of holiday pay or they may choose time and one-half (1½) pay and bank a holiday.

B. Employees will not receive pay for the holidays enumerated above under the following conditions:

1. If they are part-time, temporary employees, or probationary employees.
2. Employees laid off for lack of work or suspended or discharged for cause.
3. Holidays occurring during an employee's leave of absence.
4. Employees absent due to illness or injury the day immediately preceding or immediately following the holiday without delivering a medical doctor's excuse to the Employer upon returning to work will not receive pay for the holiday. This language is interpreted to mean that employees will be expected to provide a doctor's excuse for days on which they report off ill immediately prior to or following a recognized holiday in order to use their accumulated sick leave for those days.
5. Employees absent due to illness on a holiday and who comply with the requirements in the labor agreement for the use of their accrued sick leave may 1) use sick leave for such absence and receive a compensatory day for the holiday,

or 2) not use their sick leave for the holiday and receive holiday pay for the holiday. An employee who fails to provide a medical doctor's affidavit for absence on a holiday shall not be allowed to use sick leave for the holiday and forfeit the holiday.

Section 8

Employees scheduled to work on one (1) of the holiday enumerated above shall be paid double time for their work, it being understood, however, when any employee is scheduled to work on any holiday enumerated above, and agreed to work at straight time pay, such employee shall be granted a compensatory day off on the basis of such employee's straight time base pay. Employees who are scheduled to work on the holiday at straight time pay, may select a compensatory day off at his discretion subject to the provisions of the last paragraph of this section. Cumulative compensatory days must be taken within the calendar year, except a maximum of five (5) credited compensatory days may be carried over into the following calendar year. At no time shall cumulative compensatory days be more than a maximum of five (5), unless the Administrator agrees to extend the number of days.

Observed unworked holidays shall be rotated and no more than two (2) employees in the same unit will be granted the same holiday or compensatory day off if such a request would create a real hardship on the Home. No employee shall be granted a compensatory day off on any weekend he is scheduled to work. Any employee taking a holiday or approved compensatory day off on which he is scheduled to work shall be considered an unexcused absentee unless: (a) he gives the Home notice of four (4) working days of his desire not to work and such request has been approved by the employee's department manager, or (b) in case of an extreme emergency when such absence was approved by the Administrator. If an employee is considered an unexcused absentee, he shall forfeit the involved holiday or compensatory day pay.

Employees will only be paid for a compensatory/holiday if the employee has submitted a request in writing and such request has been granted by the employee's supervisor. Pursuant to the above paragraph should an employee not be returning to work prior to the end of the payroll period, the employee may submit their request in writing through another employee, family member, mail, fax or email in order to be paid on that pay period.

Section 9

An employee who has worked on the previous work day, and who reports for work at his regular time on his regular shift and who has not been told in advance of the shift starting time not to report, and whose regular work is not available, shall be offered other work on the following basis:

- A. Employee shall receive not less than four (4) hours work, which shall be paid for at the employee's regular straight time hourly rate or at established overtime rate, whichever is applicable.
- B. When an employee reports for work, and is excused from assigned duties before completing four (4) hours work, the employee shall be paid regular straight time for time worked, or established overtime rate, whichever is applicable. For the unworked time employee shall receive regular straight time rate up to the four (4) hours of guaranteed work.

ARTICLE XIV - WAGES

When an employee is temporarily assigned (not reclassified) to work in a classification in a lower grade, they shall be paid their regular rate of pay for the time involved. However, the temporary assignment shall not exceed three (3) continuous weeks unless required because of emergency conditions.

If an employee is scheduled to work in a higher classification, the employee shall receive pay at the higher rate for hours of work performed.

When LPN's are assigned to a supervisory position, they shall receive an additional one dollar (\$1.00)_per hour.

Second and third shift personnel shall be paid a \$.20 per hour wage differential. This \$.20 is automatically added onto the hourly wages for these 2nd and 3rd shift employees. Any employee beginning their regularly scheduled shift between the hours of 4:00 AM and 12 PM noon shall be considered a 1st shift employee and shall not receive the shift differential until they have worked at least half an hour overtime into another one of the shifts. (This means that for any hours worked .60 (i.e., 36 minutes) and above on overtime shall then receive the shift differential for the overtime hours worked)

The Home will have paychecks available by 11:00 A.M. on the day paychecks are disbursed, except that those employees whose work week ends prior to 11:00 A.M. shall have their paychecks available when their work week ends. In the case of emergency or payroll audit, the preceding sentence shall not apply.

Second shift employees scheduled to work on Thursday the day before payday shall be allowed to pick up their paychecks within the first hour of the start of their shift.

Employees will be paid according to the Wage Schedules.

Notwithstanding any other provision in this agreement, the Board and the Union agree that Oak Glen Home may pay above the amounts stated in the wage schedule to CNA's to attempt to increase staffing levels. Notice shall be given to the Union prior to the Board implementing increases in pay to CNA's above the amounts stated in the wage schedule. The central supply clerk and physical therapy aide shall receive wage increases equal to CNA increases under this letter of agreement. Retroactivity shall only be paid for those employees who are actively employed on the date the contract is signed by the parties.

ARTICLE XV - STRIKES AND LOCKOUTS

Section 1 – Lockouts

No lockout of employees shall be instituted by the Employer during the term of this Agreement.

Section 2 – Strikes

No strikes of any kind or any interruption of work shall be caused or sanctioned by the Union or any member thereof during the term of this Agreement.

ARTICLE XVI - SAFETY AND HEALTH

Section 1

All reasonable safety rules governing health, safety, safety appliances and devices and sanitary conditions and conduct shall be complied with by the Employer, employees, the Union and its agents.

Section 2

The Home will continue to police and provide safe working conditions for all employees, and if unsafe conditions exist will attempt to correct them immediately.

Section 3

In case of a suspected outbreak of a communicable disease as determined by the Medical Director, the Employer will notify the employees in the area and will abide by the rules and regulations for the control of communicable disease according to the Department of Public Health.

ARTICLE XVII - HOSPITALIZATION INSURANCE

All eligible employees are encouraged to participate in the County group hospitalization insurance program offered at a group rate through Oak Glen Home. For information on this group insurance plan, please contact the Administrator or his designated representative.

The Union shall be represented on the County Insurance Study Committee by 2 representatives designated by the Local Union President.

ARTICLE XVIII - EMPLOYEE TESTING

It is the intent of the Employer to make sure that tests given employees are reasonable and fair and that essay tests will not be given and the employer will accept suggestions from the Union.

ARTICLE XIX - MEETING INFORMATION

It is not the intent of the Employer to deliberately withhold information from the Union concerning the Insurance and Safety Committee meetings and it will attempt to provide the Union with information when any benefits, policies or procedures are changed.

ARTICLE XX - WAIVER

The parties acknowledge that during negotiations, which resulted in the 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. Therefore, the Home and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred

to or covered in this Agreement, 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 or signed this Agreement.

ARTICLE XXI - TERMINATION

This Agreement shall be effective on the 1st day of December, 2008, and continue in full force and effect until November 30, 2012, at 11:59 P.M. The contract will be re-opened for the sole purpose of negotiation of a general wage increase in years three (3) and four (4) of the contract.

It is also understood that the party requesting re-opening shall notify the other party of their intention to do so no less than sixty (60) days prior to November 30, 2012, and formal negotiations shall commence no less than thirty (30) days prior to above referred expiration date.

FOR THE LOCAL UNION:

FOR OAK GLEN HOME:

FOR COUNCIL 31, A.F.S.C.M.E.

APPENDIX I

ABSENCE/TARDINESS POLICY

A. – Notification of Absence

Notification is required when an employee is unable to report to work. Employees are expected to call in personally. If another person calls in, the employee may be denied sick time until he or she contacts the supervisor and provides a satisfactory explanation for not calling in.

Employees must call in at least one (1) hour prior to their shift.

B. – Excessive absenteeism or Tardiness

Anyone with excessive absenteeism or tardiness will be subject to appropriate discipline, up to and including involuntary termination. The employee shall notify his department manager on the first day of illness and each day thereafter prior to their work shift unless Oak Glen Home has received a doctor's slip.

C. – Tardiness Policy

Discipline will begin after an employee has been tardy six (6) time within any twelve (12) month period. Discipline steps are as follows:

Step 1 – On the sixth (6) time – verbal warning

Step 2 – On the ninth (9) time – written warning

Step 3 – On the twelfth (12) time – three (3) working day suspension

Step 4 – On the seventeenth (17) time – involuntary termination

Reasonable consideration will be given to extenuating circumstances.

D. – Absenteeism Policy

The definition of an unscheduled absence is: Any unscheduled time lost from work for any reason, including sick time without prior approval. Unscheduled absences do not include:

a. Bereavement Leave

- b. Worker's Compensation
- c. Scheduled absences (i.e., vacation, personal days, holiday time, approved leaves of absences or pre-approved sick time)

Unscheduled absences will be counted by occurrence rather than length. Unscheduled absences of one (1) or more consecutive work days will be considered one (1) occurrence.

E. Standard of Attendance for Unscheduled Absences

Discipline will begin after an employee is absent for six (6) occurrences within any twelve (12) month period. The discipline steps are as follows:

Step 1 – on the sixth occurrence – verbal warning

Step 2 – on the seventh occurrence – written warning

Step 3 – on the eighth occurrence – three (3) working day suspension

Step 4 – on the ninth occurrence – involuntary termination

For each forty-five (45) days when an employee has not had an occurrence, the number of occurrences will be reduced by one (1). However, an employee will not receive more than one (1) suspension in a twelve (12) month period. The second time an employee reaches Step 3, he or she will progress directly to Step 4. Reasonable consideration will be given to extenuating circumstances.

MEMORANDUM OF UNDERSTANDING

The undersigned parties agree that: A job study shall be done for the Stock Room Clerk and Central Supply employees. The job study shall be done by an outside source with instructions to compare the two jobs to see if they should be of the same pay grade. The results of these job studies will be implemented retroactive to December 1, 2005.

AFSCME Local 2371

County of Rock Island

Dino Leone, Staff Representative
AFSCME Council 31

John Brandmeyer, Chief Negotiator

APPENDIX II

WAGE SCHEDULE 12/01/08

| OAK GLEN HOME WAGE SCHEDULE | | | | | | | | | | | |
|------------------------------------|--|--------------|----------|----------|----------|----------|----------|-----------|-----------|-----------|-----------|
| EFFECTIVE 12/1/2008 | | | | | | | | | | | |
| GRADE | | Start | 1 | 2 | 4 | 6 | 8 | 10 | 12 | 15 | 20 |
| 1 | Laundry Aide Housekeeping Aide Dietary Aide PT Transporter | \$10.57 | \$10.98 | \$11.40 | \$12.40 | \$12.70 | \$12.88 | \$13.08 | \$13.17 | \$14.49 | \$15.06 |
| 2 | Washer Resident Apparel Aide Activity Aide, Soc Ser (pt) Utility Clerk | \$10.77 | \$11.18 | \$11.58 | \$12.66 | \$12.99 | \$13.16 | \$13.41 | \$13.49 | \$14.77 | \$15.36 |
| 3 | Social Service | \$10.77 | \$11.18 | \$11.58 | \$12.66 | \$12.99 | \$13.16 | \$13.41 | \$14.56 | \$15.71 | \$16.34 |
| 4 | Cook II Receptionist/Cashier | \$10.98 | \$11.40 | \$11.81 | \$12.88 | \$13.33 | \$13.58 | \$13.80 | \$13.89 | \$15.17 | \$15.79 |
| 5 | CNA | \$11.13 | \$11.53 | \$11.94 | \$13.00 | \$13.35 | \$13.51 | \$13.76 | \$13.85 | \$15.14 | \$15.74 |
| 6 | Physical Therapy Aide | \$11.28 | \$11.68 | \$12.09 | \$13.16 | \$13.51 | \$13.67 | \$13.92 | \$14.01 | \$15.30 | \$15.89 |
| 7 | Cook I General Duties | \$11.24 | \$11.65 | \$12.08 | \$13.09 | \$13.71 | \$14.04 | \$14.51 | \$14.59 | \$15.89 | \$16.53 |
| 8 | Stockroom Clerk Mechanic IV Central Supply Clerk | \$11.47 | \$11.87 | \$12.29 | \$13.58 | \$14.38 | \$14.79 | \$15.08 | \$15.17 | \$16.48 | \$17.14 |
| 9 | Admission Coordinator | \$11.57 | \$12.08 | \$12.79 | \$13.43 | \$14.02 | \$14.68 | \$15.31 | \$15.56 | \$16.71 | \$17.39 |
| 10 | LPN | \$15.36 | \$16.32 | \$16.64 | \$17.16 | \$17.40 | \$17.67 | \$18.11 | \$18.46 | \$19.75 | \$20.55 |
| 11 | Mechanic III | \$13.20 | \$13.62 | \$14.09 | \$15.62 | \$16.17 | \$16.55 | \$16.97 | \$17.09 | \$18.37 | \$19.09 |
| 12 | Mechanic II | \$14.58 | \$15.02 | \$15.44 | \$17.01 | \$17.34 | \$17.73 | \$18.50 | \$18.60 | \$19.92 | \$20.71 |
| 13 | Mechanic I | \$16.23 | \$16.66 | \$17.10 | \$19.06 | \$19.56 | \$19.80 | \$20.06 | \$20.16 | \$21.46 | \$22.32 |
| 14 | RN | \$19.61 | \$20.35 | \$21.21 | \$22.01 | \$22.66 | \$23.35 | \$24.09 | \$24.46 | \$25.60 | \$26.64 |
| | *.20 cent 2nd & 3rd Shift Differential | | | | | | | | | | |

WAGE SCHEDULE - 12/01/09

| OAK GLEN HOME WAGE SCHEDULE | | | | | | | | | | | |
|------------------------------------|--|--------------|----------|----------|----------|----------|----------|-----------|-----------|-----------|-----------|
| EFFECTIVE 12/1/2009 | | | | | | | | | | | |
| GRADE | | Start | 1 | 2 | 4 | 6 | 8 | 10 | 12 | 15 | 20 |
| 1 | Laundry Aide Housekeeping Aide Dietary Aide PT Transporter | \$11.07 | \$11.48 | \$11.90 | \$12.90 | \$13.20 | \$13.38 | \$13.58 | \$13.67 | \$15.03 | \$15.62 |
| 2 | Washer Resident Apparel Aide Activity Aide, Soc Ser (pt) Utility Clerk | \$11.27 | \$11.68 | \$12.08 | \$13.16 | \$13.49 | \$13.66 | \$13.91 | \$14.00 | \$15.32 | \$15.94 |
| 3 | Social Service | \$11.27 | \$11.68 | \$12.08 | \$13.16 | \$13.49 | \$13.66 | \$13.91 | \$15.11 | \$16.30 | \$16.95 |
| 4 | Cook II Receptionist/Cashier | \$11.48 | \$11.90 | \$12.31 | \$13.38 | \$13.83 | \$14.09 | \$14.32 | \$14.42 | \$15.74 | \$16.38 |
| 5 | CNA | \$11.63 | \$12.03 | \$12.44 | \$13.50 | \$13.85 | \$14.02 | \$14.28 | \$14.37 | \$15.71 | \$16.33 |
| 6 | Physical Therapy Aide | \$11.78 | \$12.18 | \$12.59 | \$13.66 | \$14.02 | \$14.18 | \$14.44 | \$14.53 | \$15.87 | \$16.49 |
| 7 | Cook I General Duties | \$11.74 | \$12.15 | \$12.58 | \$13.59 | \$14.22 | \$14.57 | \$15.05 | \$15.14 | \$16.49 | \$17.15 |
| 8 | Stockroom Clerk Mechanic IV Central Supply Clerk | \$11.97 | \$12.37 | \$12.79 | \$14.09 | \$14.92 | \$15.34 | \$15.65 | \$15.74 | \$17.10 | \$17.78 |
| 9 | Admission Coordinator | \$12.07 | \$12.58 | \$13.29 | \$13.93 | \$14.54 | \$15.24 | \$15.88 | \$16.14 | \$17.34 | \$18.04 |
| 10 | LPN | \$15.94 | \$16.93 | \$17.26 | \$17.80 | \$18.05 | \$18.33 | \$18.79 | \$19.15 | \$20.49 | \$21.32 |
| 11 | Mechanic III | \$13.70 | \$14.13 | \$14.62 | \$16.21 | \$16.78 | \$17.17 | \$17.61 | \$17.73 | \$19.06 | \$19.81 |
| 12 | Mechanic II | \$15.13 | \$15.58 | \$16.02 | \$17.65 | \$17.99 | \$18.40 | \$19.20 | \$19.29 | \$20.66 | \$21.48 |
| 13 | Mechanic I | \$16.84 | \$17.29 | \$17.74 | \$19.78 | \$20.30 | \$20.54 | \$20.81 | \$20.91 | \$22.26 | \$23.16 |
| 14 | RN | \$20.35 | \$21.12 | \$22.00 | \$22.83 | \$23.51 | \$24.22 | \$24.99 | \$25.38 | \$26.56 | \$27.64 |
| | *.20 cent 2nd & 3rd Shift Differential | | | | | | | | | | |