

**AGREEMENT**

**BETWEEN**

**THE COUNTY OF CHAMPAIGN**

**AND**

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

**COUNCIL 31, AFL-CIO**

**FOR ITS AFFILIATED LOCAL 900  
(The Nursing Home)**

**December 1, 2013 through December 31, 2016**

## TABLE OF CONTENTS

ARTICLE I Preamble .....	1
ARTICLE II Recognition.....	1
ARTICLE III Management Rights .....	1
ARTICLE IV Union Rights .....	2
ARTICLE V Nondiscrimination .....	3
ARTICLE VI Gender .....	4
ARTICLE VII Check Off and Fair Share .....	4
ARTICLE VIII Labor Management Meetings .....	5
ARTICLE IX Quality Service Committee.....	5
ARTICLE X Paychecks, Paychecks Errors, and Deductions.....	6
ARTICLE XI Final Paycheck.....	7
ARTICLE XII Successorship.....	7
ARTICLE XIII Pensions.....	7
ARTICLE XIV Worker's Compensation Policy.....	7
ARTICLE XV Health and Life Insurance .....	8
ARTICLE XVI Wages.....	9
ARTICLE XVII No Benefit CNA.....	10
ARTICLE XVIII Time Off Paid System (TOPS).....	11
ARTICLE XIX Leaves of Absence.....	19
ARTICLE XX Absence/Tardiness Policy .....	23
ARTICLE XXI Hazardous Weather .....	26
ARTICLE XXII Subcontracting .....	27
ARTICLE XXIII Temporary Assignment .....	27
ARTICLE XXIV Probationary Employees.....	28
ARTICLE XXV Employee Personnel Records.....	28
ARTICLE XXVI Evaluations.....	29
ARTICLE XXVII Safety and Health.....	29
ARTICLE XXVIII Resident Abuse or Neglect.....	34
ARTICLE XXIX Sexual Harassment .....	35
ARTICLE XXX Telephone Calls .....	36
ARTICLE XXXI Political Activity.....	36
ARTICLE XXXII Anti-Nepotism Policy .....	36
ARTICLE XXXIII Seniority .....	37
ARTICLE XXXIV Vacancies .....	37
ARTICLE XXXV Layoff and Recall .....	39
ARTICLE XXXVI Hours of Work .....	41
ARTICLE XXXVII Discipline and Discharge .....	45
ARTICLE XXXVIII Grievance Procedure.....	47
ARTICLE XXXIX No Strikes or Lockout .....	52
ARTICLE XL Authority of the contract .....	52
ARTICLE XLI Entire Agreement .....	53
ARTICLE XLII Term of the Agreement.....	54
Exhibit A .....	55
Appendix A .....	56



## **ARTICLE I**

### **Preamble**

1.00. This Agreement entered into by the Champaign County Board, hereinafter referred to as the Employer and the American Federation of State, County and Municipal Employees, Council 31, AFL-CIO, on behalf of Local 900, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union and the establishment of wages, hours, terms and conditions of employment.

## **ARTICLE II**

### **Recognition**

2.00. The Employer recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other conditions of employment, as defined and limited by the Illinois Public Labor Relations Act, for the following regular full-time and part-time employees of the Champaign County Nursing Home in the classifications included in the unit by the Illinois State Labor Relations Board Certification of Representative dated September 15, 1999, in Case No. S-RC-99-14 to wit:

All non-professional employees employed at the Champaign County Nursing Home, specifically all employees in the following position titles: Accountant, Activities Assistant, Adult Day Service Assistant, Adult Day Service Transportation Assistant, Assistant Care Plan Coordinator, Beauty Operator, Certified Occupational Therapist Assistant, Clerk-Central Supply, Cook, Food Service Worker, Housekeeper, Intermediate Housekeeper, Linen Service Worker, Maintenance Worker, Certified Nurse Assistant, Certified Nurse Assistant Team Leader, Occupational Therapy Aide, Physical Rehabilitation Aide, Physical Therapy Aide, Receptionist/Clerk Typist, Social Services Assistant, Medical Records Clerk, Unit Secretary, Int. Account Clerk-Medicare, Int. Account Clerk-Medicaid, Automated Information System Coordinator, Data Entry Operator, Int. Housekeeper-Security Officer, Nurse Assistant Trainee, Kitchen Steward, Volunteer Coordinator,

and also regular full-time and part-time employees of said Departments hired or transferred into newly created classifications performing the work of the classifications enumerated herein.

## **ARTICLE III**

### **Management Rights**

3.00. The management of the operations of the Employer, the determination of its policies, budget, and direction of its workforce, including, but not limited to: the right to hire, promote, allocate, assign, determine manning levels, and direct employees; to discipline, suspend

and discharge for just cause; to relieve employees from duty due to lack of work or other legitimate reasons; to determine the existence of a work shortage; to make and enforce reasonable job rules and regulations and to enforce penalties for their violations; to determine the departments, divisions and sections and work to be performed therein; to determine quality and productivity standards; to determine the number of hours worked, shifts to be worked, shifts per week and starting time of shifts; to establish and change work schedules and assignments; to determine, modify and/or adjust job requirements; to introduce new, different or improved methods of operation; and to maintain the efficiency of the workforce, is vested exclusively in the Employer provided the exercise of such rights of management does not conflict with the provisions of this Agreement. Nothing in this Agreement shall be deemed to limit the Employer in any way in the exercise of the regular and customary functions of management. The listing of the specific rights in the Agreement is not intended to be nor shall be restrictive or a waiver of any of the rights of management.

3.01. The Employer and the Union agree to work towards maintaining a workplace free from all forms of harassment and intimidation.

## **ARTICLE IV**

### **Union Rights**

4.00. The Employer agrees that Union staff representatives shall have reasonable access to the premises of Champaign County buildings or grounds of the Employer, after receiving approval of the appropriate Employer representative, which approval will not be unreasonably withheld, provided, however, that the presence of the Union staff representative shall not interfere with the operations of the Employer. Such visits shall be for the reasons of administration of this Agreement and will reflect the Union's interest in promoting harmonious relations. The Employer reserves the right to designate a meeting place or to provide a representative to accompany the Union staff representative where operational requirements do not permit unlimited access.

4.01. The Employer and the Union shall mutually agree to the number and placement of bulletin boards at the various locations of the Employer for the sole and exclusive use of the Union in communication with its members. No political material of any sort may be placed upon the bulletin board.

4.02. Employees shall be paid for scheduled working hours lost when required or entitled as a Union steward, witness, or grievant, to attend the following: grievance meetings with the Employer, arbitration hearings, and meetings called or agreed to by the Employer. Time spent in such meetings outside an employee's regular working hours will be without pay. If necessary, grievances may be investigated during an employee's working time but without pay. For the purposes of this Agreement, a member of the bargaining unit governed by this Agreement may only be a paid Union steward for other members of the Champaign County Nursing Home.

4.03. Once every three (3) months, the Employer shall notify the Union in writing of the following personnel transactions involving bargaining unit employees: new hires, promotions, layoffs, re-employments, leaves, returns from leave, suspensions, discharges and terminations. In addition, the Employer shall furnish the Union, once every three (3) months, the current seniority roster and a summary of the number of hours of agency employees used and the cost for these employees.

4.04. The Employer agrees to provide one (1) copy of the collective bargaining agreement to all current employees and to new employees. Employees may request replacement copies of the collective bargaining agreement. Every time an employee is provided with a copy of the collective bargaining agreement, she/he will be required to sign a statement documenting his/her receipt of the copy.

The cost for the first copy and one (1) replacement copy of the collective bargaining agreement under this paragraph will be borne equally by the Employer and the Union. The cost for additional copies of the collective bargaining agreement must be paid by the employee requesting the copy.

The employer and the Union share an interest in educating employees on the Collective Bargaining Agreement. In order to increase employee knowledge about the Union contract, the Union shall conduct quarterly contract orientations for bargaining unit members. Such orientations shall be held during employees' lunch periods for up to three shifts, with lunches and a room provided by the Employer. One (1) member chosen by the Union shall be permitted time off work without loss of pay to conduct the contract orientations.

4.05. Once each month during Nursing Home new employee orientation, the Union shall conduct a thirty (30) minute Union orientation. Said orientation will be held during working hours without loss of pay. One (1) member chosen by the Union shall be permitted time off work without loss of pay to conduct the Union orientation.

## **ARTICLE V**

### **Nondiscrimination**

5.00. In accordance with applicable law, neither the Employer nor the Union shall discriminate against any employee or applicant on the basis of race, color, religion, national origin, sexual orientation, ancestry, sex, age, marital status, physical or mental disability unrelated to an individual's ability to perform the essential function of his or her job with or without a reasonable accommodation, status as a veteran, or the proper exercise of any rights granted by the Illinois Public Labor Relations Act or otherwise violate any State or Federal anti-discrimination law.

## **ARTICLE VI**

### **Gender**

6.00. Wherever there is reference to gender in this Agreement, it shall be construed to include both female and male.

## **ARTICLE VII**

### **Check Off and Fair Share**

7.00. The Employer agrees to deduct from the pay of those employees who individually request it, any or all of the following:

- A. Union membership dues, assessments, or fees;
- B. Union-sponsored benefit programs.
- C. PEOPLE deductions.

Request for any of the above shall be made on the form agreed to by the parties.

7.01. Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with the law and shall be remitted biweekly to the Union at the address designated in writing to the Employer by the Union. The Union shall advise the Employer of any increase in dues or other approved deductions in writing at least fifteen (15) days prior to its effective date.

7.02. Employer shall be obligated to make such deductions until notified in writing that the employee is revoking or amending Employer's authorization.

7.03. The Employer shall make available Union deduction cards to employees. Such cards shall be supplied by the Union.

7.04. The written statement attached as Exhibit "A" shall be provided to all new employees. The Union shall provide the Employer with written notice of any changes in Union dues, fair share fees, Union Stewards, and/or Union Stewards' contact information.

7.05. The Union shall indemnify, defend and hold the Employer harmless against any claim, demand, suit, liability, damages and costs of defense, including reasonable attorneys' fees arising from any action taken by the Employer in complying with this Article.

7.06. Employees covered by this Agreement who are not members of the Union shall be required to pay, in lieu of dues, their proportionate fair share as defined by the Illinois Labor Relations Act. The fair share payment, as certified by the Union, shall be deducted by the Employer from the earnings of the non-member employees and shall be remitted biweekly to the Union at the address designated in writing to the Employer by the Union. The Union shall advise the Employer of any increase in fair share fees in writing at least fifteen (15) days prior to

its effective date. The amount constituting each non-member employee's share shall not exceed dues uniformly required to Union members.

7.07. Should any employee object to their contribution being paid to the Union based upon bona fide religious tenets or teaching of a church or religious body of which such employee is a member, such amount, equal to their fair share, shall be paid by the employee to a non-religious, charitable organization mutually agreed upon by the Union and the employee affected. For this purpose, the Union shall certify to the Employer the names of all employees covered who are relieved of the obligation to pay a fair share fee by virtue of this section. If the Union and the employee are unable to agree on the matter, such payments shall be made to a charitable organization from an approved list of charitable organizations. The employee will, on a monthly basis, furnish a written receipt to the Union that such payment has been made.

## **ARTICLE VIII**

### **Labor-Management Meetings**

8.00. For the purpose of maintaining communication between labor and management in order to cooperatively discuss and solve problems of mutual concern, the Union shall designate one representative from each of the following departments: Activities (including the Beauty Shop), Administration, Adult Daycare, Food Service, Housekeeping, Laundry, Maintenance, Nursing (including ARD Unit), Social Service, and Therapy Services. Subject to operational needs, Union representatives shall meet with the Employer upon either party's request, but no more than once per quarter unless by mutual agreement. The Union shall provide the Employer with notice of who its representatives will be at least one (1) week prior to any scheduled meeting. These meetings shall be without loss of pay if held during one's scheduled working hours.

8.01. The parties agree that good morale and high job satisfaction are paramount to the success of the Champaign County Nursing Home. The Employer, the Union and all Employees shall work together in this effort by developing ongoing programs, committees, and special events and meetings on a regularly scheduled basis. To ensure positive results to that end, these efforts shall be reviewed by the Employer and the Union on a quarterly basis at the Labor-Management Meetings.

## **ARTICLE IX**

### **Quality Service Committee**

9.00. A Quality Service Committee shall be established for the purpose of finding ways of improving services, both directly and indirectly, to Nursing Home clients and their families. The Committee shall be comprised only of health care providers. The Committee shall be composed of one (1) day shift bargaining unit employee, one (1) evening shift bargaining unit employee, one (1) night shift bargaining unit employee, and up to an equal number of Employer representatives.



The Committee shall meet quarterly and minutes of the meetings shall be kept. The Employer will set the date, time, and location of the meetings and will provide the Union chapter chair with written notice of each meeting at least two (2) weeks prior to each meeting. The Union shall provide the Employer with notice of who its representatives will be at least one (1) week prior to any scheduled meeting. Bargaining unit employees shall be paid for time spent in Quality Service Committee meetings.

9.01. During Quality Service Committee meetings, the following shall not be discussed:

- a. political, collective bargaining, confidential, or disciplinary matters,
- b. matters unrelated to resident care, and
- c. matters that require identifying specific employees or residents.

9.02. The Employer has the inherent managerial right to determine its functions and standards of services and therefore, has the exclusive right to determine if any and to what extent the suggestions made by the Quality Service Committee are implemented.

## **ARTICLE X**

### **Paychecks, Paycheck Errors and Deductions**

10.00. Paychecks. Payroll periods end every other Saturday night at 12:00 P.M. and pay periods begin at 12:01 A.M. on Sunday morning. Payroll checks are issued on the first Friday following the end of a pay period. Departments are notified when paychecks are available to be distributed by the Personnel Department. Paychecks which have not been picked up by the employee will be mailed four (4) days after distribution. All deductions from an employee's gross pay are printed on the stub of each paycheck. A hard copy of the employee's accumulated benefit hours will be provided with the pay stub.

10.01. Paycheck Errors. Any paycheck error should be referred to the employee within the department who regularly prepares the payroll. Corrections will be made no later than the following pay period with the approval of the Department Head. Corrections of any paycheck error will not be considered a payroll advance.

10.02. Deductions. The following deductions may be made from an employee's pay in accordance with the established benefits, legal requirements and/or employee option: (1) Federal and State Income Tax; (2) F.I.C.A. (Social Security); (3) I.M.R.F. (Illinois Municipal Retirement Fund); (4) Employee and Dependent Insurance Coverage; (5) Deferred Compensation; (6) United Way; (7) Credit Union; (8) Others as requested and approved; (9) Others as required by law.

## **ARTICLE XI**

### **Final Paycheck**

11.00. Terminating employees will receive payment for accrued and unused TOPS time in a lump sum with the regular biweekly paycheck for the final pay period worked. The rate of pay for accrued and unused TOPS time shall be the employee's regular straight-time hourly rate of pay in effect at the time of his/her termination.

## **ARTICLE XII**

### **Successorship**

12.00. Should the Employer during the term of this Agreement sell or lease or otherwise subcontract all or part of its operations that are covered by this Agreement, then the purchaser or the lessee or the subcontractor shall be informed of the exact terms of this Agreement and the sale, lease or subcontract shall be conditional on the purchaser, lessee, or subcontractor assuming all of the obligations of this Agreement until its expiration date.

## **ARTICLE XIII**

### **Pensions**

13.00. Illinois Municipal Retirement Fund (IMRF). The benefits of the Illinois municipal retirement fund and eligibility for IMRF are determined by the state law and not by the county. The benefits are subject to change. Employees will be notified of changes in benefits by the county. Included are temporary and permanent disability payments, pension and death benefits. See the most recent edition of the pamphlet distributed by the Auditor's office for a detailed description of your benefits.

## **ARTICLE XIV**

### **Worker's Compensation Policy**

14.00 All bargaining unit employees are covered by a Worker's Compensation policy for job related injuries or death as prescribed under the State of Illinois Worker's Compensation Act.

14.01 Employees are encouraged to report all work related injuries to their supervisors within twenty-four (24) hours of receiving the injury or discovering the injury, whichever is later.

14.02 Limited or Light Duty Policy. The Employer may also elect to make "limited or light duty" work available for up to one (1) year to employees who have work related injuries

or illnesses if “limited or light duty” work is available, as determined solely by the Employer, and if appropriate medical release is given by a physician. An employee may refuse an offer of light duty outside their shift. However, if an employee offered light duty as a result of a work-related injury declines such work, that employee will be ineligible for worker’s compensation benefits related to said injuries. This “limited or light duty” work shall be considered a temporary offering and not the creation of a new permanent position. Employees who have limited or light duty at the time the Agreement is ratified shall not be subject to the one (1) year limit.

14.03 Employees shall use available TOPS time and if applicable, Reserve Account hours to supplement Worker’s Compensation benefits or other disability-related compensation, but only to the extent of the difference between Worker’s Compensation, or other disability-related compensation received, and normal accrued leave pay. A leave of absence necessitated by a work-related injury will be granted as a right under this Article. When the request for leave is due to a work-related injury, accrued benefit time may be used to supplement Worker's Compensation benefits, not to exceed his or her normal compensation, at the option of the Employee.

## **ARTICLE XV**

### **Health and Life Insurance**

15.00. The Employer shall make available to all employees a group medical, major medical and health insurance plan. Employees shall be eligible for health insurance coverage if they work at least thirty (30) hours per week and have completed at least ninety (90) days of full-time, permanent employment immediately prior to becoming eligible for health insurance coverage. Employees may elect health insurance coverage for themselves and their eligible dependents

15.01. Beginning January 1, 2015, Bargaining Unit Employees shall pay three-and-a-half percent (3.5%) for each year of the Contract towards the cost of the single coverage premium and the Employer shall pay the remainder of the cost for the health insurance plan selected by the Labor Management Health Insurance Committee for subsequent plan years Should the Labor Management Health Insurance Committee not be formed as a result of a party other than AFSCME’s refusal to execute the applicable Memorandum of Understanding, or should it dissolve, the Employer will continue to offer a health insurance plan that is substantially the same.

15.02. When spouses are both employed by the County, the County shall pay the designated premium for the spouse who signs up for family coverage, and the County shall contribute to the family coverage on behalf of the second spouse, an amount equal to the lowest premium contribution for any plan to be paid by the County in that fiscal year or an amount equal to the balance due for that couple’s family/dependent coverage, whichever is less.

15.03. The County will make available at its group rate health insurance coverage for employees who retire, and their dependents. The premium for retiree and retiree dependent coverage will be paid in full by the retired employee.

15.04. An employee on an extended leave of absence without pay or on FMLA leave who fails to pay his/her portion of health insurance premiums by the appropriate due date, shall have his/her health insurance cancelled. Upon such employee's return to work, she/he shall have thirty (30) days to notify the Employer in writing of his/her desire to reinstate his/her health insurance coverage. The effective date of the reinstated health insurance coverage shall be the date upon which the employee returns to work. The employee shall be responsible for his/her portion of health insurance premiums retroactive to the pay period within which the employee returns to work. If an employee fails to reinstate his/her health insurance coverage within thirty (30) days of his/her return to work, she/he shall be ineligible for health insurance coverage through the Employer until the next open enrollment period.

15.05. Life Insurance. The Employer shall provide employees with life insurance coverage of \$20,000.00. An employee shall be eligible for life insurance coverage if she/he works at least thirty (30) hours per week and has completed at least ninety (90) days of full-time, permanent employment immediately prior to becoming eligible for health insurance coverage.

15.06. Insurance benefits shall be subject to the provisions of the policy or policies between the employee and the carrier(s). A difference between an employee or her beneficiary and the insurance carrier or the processor of claims shall not be subject to the grievance procedure provided for in this Agreement. The Employer's obligation under this Article is limited solely to the payment of the premium as stated herein.

15.07 Should the Labor Management Health Insurance Committee not be formed, each year, during the month of August and before the employer finalizes with the health insurance carriers the plans to be recommended for the ensuing fiscal year, the Union and the employer agree to schedule a meeting wherein the employer will discuss with Union representatives the anticipated structure of benefits and the health insurance plans to be offered in the ensuing fiscal year. This meeting shall include the Chapter Chairs from all of the Union Chapters, the County Administrator, the County Board Chair, and other appropriate elected and appointed officials.

## **ARTICLE XVI**

### **Wages**

16.00. Each Bargaining Unit employee shall receive a 2.0% increase to her or his base wages beginning December 1, 2013.

16.01. Each bargaining unit employee shall receive a 2.0 increase to her/his base wages on January 1, 2015 and a 2.0% on January 1, 2016.

In year 2 of this of this Collective Bargaining Agreement, those employees who make less than \$11.47 per hour will receive a \$.05/hr increase in addition to the 2% noted above. Also, any employee compensated from \$11.47-\$11.50 will receive a sufficient per hour increase to raise their wage to \$11.51 in addition to the 2.0% noted above.

16.02. Differentials

- a. Shift differentials for non-nursing staff shall be set at \$.75 for the evening (second) shift and \$.75 for the night shift. Employees who would not otherwise receive this differential shall be paid this differential for any hours worked between 5:00 PM and 4:00 AM.
- b. Employees working as Certified Nursing Assistant Team Leaders shall receive, in addition to their other compensation, \$.50 per hour above their current pay rate.
- c. Those employees working as Certified Nurse Assistants or Rehab Assistants who possess an ORA or PRA certification as of the effective date of this Agreement shall receive a differential of \$.50 per hour for each such certification so long as they continue to be employed as Certified Nurse Assistants or Rehab Assistants with the Nursing Home. After the effective date of this Agreement, should an employee entitled to the ORA and/or PRA wage increase as of the effective date of this Agreement cease employment with the Nursing Home as a Certified Nurse Assistant or a Rehab Assistant for any period of time, she/he shall no longer be entitled to the ORA and/or PRA certification should she/he return to work for the Nursing Home as a Certified Nurse Assistant or Rehab Assistant. The latter includes employees who change from a Certified Nurse Assistant or a Rehab Assistant to another position within the Nursing Home. Employees working as Certified Nurse Assistants or Rehab Assistants who do not possess and ORA or PRA certification as of the effective date of this Agreement will not receive a differential of \$.50 per hour for each such certification, even if they obtain such certification after the effective date of this Agreement.
- d. Differentials shall not be considered part of an employee's current hourly rate for the purposes of determining salary increases under this Article.

**ARTICLE XVII**

**No Benefit CNA**

17.00. The Employer reserves the right to offer to prospective and existing employees the position of "No Benefit CNA." A "No Benefit CNA" is ineligible for all fringe benefits except IMRF, Personal Days and Holiday Pay for holidays actually worked, or as otherwise set forth in this Article. Fringe benefits for which this CNA is not eligible include: shift differential, if any, according to the Wage Article; health insurance; life insurance; TOPS; and Reserve Account time.

17.01. An employee is allowed to move from benefit to “no benefit” status or vice versa only one time per year, during the open enrollment period for health insurance. The wage rate for no benefit CNAs will be \$2.90 more an hour than benefit CNAs.

17.02 No-Benefit CNAs may request time off in accordance with TOPS and Reserve Account regulations. However, except as provided below, any time off taken shall be unpaid.

17.03. Employees transferring from a benefit CNA position to a “No Benefit CNA” position shall receive payment for all previously accrued TOPS time in a lump sum with their regular biweekly paycheck. The rate of pay for accrued TOPS time shall be the employee’s straight-time hourly rate of pay in effect immediately prior to transferring to a “No Benefit CNA” position.

17.04. Employees transferring from a benefit CNA position to a “No Benefit CNA” position shall retain all previously accrued Reserve Account time. Should the employee need to use his/her Reserve Account time while employed as a “No Benefit CNA”, she/he may do so. The rate of pay for accrued Reserve Account time shall be the straight-time hourly rate of pay for a benefit CNA with the employee’s length of service, as defined in the Wage Article. While using Reserve Account time, “No Benefit CNAs” do not accrue additional benefit time.

17.05. If an employee moves from no benefits to benefits, or from benefits to “no benefits,” the new salary for the employee will be the rate or offer at the time of the no benefit or benefit election and any contract increases received by the benefit CNAs since that time. Any salary changes under this provision will go into effect simultaneously with the status change.

## **ARTICLE XVIII**

### **TIME OFF PAID SYSTEM (TOPS)**

#### **18.00. TIME OFF PAID SYSTEM (TOPS)**

a. Eligibility - To be eligible for this benefit you must be employed as a full-time employee and/or part time employee working a minimum of thirty (30) hours per week on a regularly scheduled basis. All other employee classifications and No Benefit CNAs are ineligible.

A benefit employee who fails to meet full-time status in each pay period for four (4) consecutive pay periods will be reduced to part-time status. All TOPS time, leaves of absence and layoffs will be excused from this requirement. A benefit employee will be notified after the second consecutive pay period in which she/ he is not working full-time, and also when her/ his status is changed under this provision. An employee whose status has changed under this provision is eligible to reapply for a full-time position consistent with the other employees in the bargaining unit.

Employees whose status changes from less than thirty (30) hours per week to thirty (30) or more hours per week, or from temporary to permanent status, will be eligible to use TOPS

hours after serving the initial six (6) months probation and three (3) months at thirty (30) or more hours.

Employees whose status changes from thirty (30) or more hours per week to less than thirty (30) hours per week, or from permanent to temporary status, shall receive payment for all previously accrued TOPS time in a lump sum with their regular biweekly paycheck. The rate of pay for accrued TOPS time shall be the employee's straight-time hourly rate of pay in effect immediately prior to his/her change in status.

b. Regulations

1. Supervisory personnel have the responsibility to maintain a staff adequate to provide the services expected of their respective areas. Therefore, they have the authority to determine employee schedules and to limit the granting of request for TOPS, as necessary to fulfill that responsibility. The granting of requests for TOPS time off shall be based upon the Employer's operational need.

2. Subject to the Employer's operating needs, time off will be scheduled at those times requested by each employee.

Once a year, from March 1<sup>st</sup> to March 21<sup>st</sup>, employees shall have the opportunity to sign up for time off occurring within May 1<sup>st</sup> of the then current year to April 30<sup>th</sup> of the following year. The Employer will notify employees of approval or denial of their requests between March 21<sup>st</sup> and March 28<sup>th</sup>. From March 28<sup>th</sup> to April 7<sup>th</sup>, employees shall have a second opportunity to sign up for time off occurring within May 1<sup>st</sup> of the then current year to April 30<sup>th</sup> of the following year. Employees cannot "bump" vacations that were approved in the first sign up. Requests for time off of five (5) consecutive days or more will be given priority over those sign-ups of less than five (5) consecutive days. Sign up shall be done by order of seniority within each position classification and shift. A schedule showing all approved time off pursuant to this paragraph shall be posted by April 15<sup>th</sup> of each year. The Union and the Employer agree to have a labor management meeting following the first sign up for time off to address any problems arising out of this sign-up process. However, there shall be no further duty to bargain this issue.

After April 15<sup>th</sup> of each year, employees may request time off between May 1 of the current year through April 30<sup>th</sup> of the following year on a first-come-first-served basis. Requests for time off in any future month which are submitted by the 15<sup>th</sup> of the current month will be approved subject to operational needs. In the event of conflicting requests for time off that have not been approved, seniority shall govern. Once an employee's time off request has been approved, she/he cannot be bumped by a more senior employee requesting the same days off.

3. Cancellation of Time Off.

Except in the case of emergencies, once time off authorized under this Agreement has been approved it cannot be changed by the Employer without written agreement from the employee. If an emergency requires approved time off to be changed, those with documented

travel expenses in excess of \$500.00 may refuse to have time off changed. Before scheduled and approved time off is changed to cover a period, Employer will ask for volunteers from those scheduled to work immediately before the period to be covered. Once scheduled and approved time off has begun, it will not be cancelled.

Documentation of travel expenses will be provided within 14 days after the employee returns to work. Failure to provide documentation after claiming documented travel expenses shall be grounds for discipline. For purposes of this section, travel expenses include only those non-refundable expenses which the employee would have incurred for him or herself and his or her immediate family had time off not been changed.

Notwithstanding any other provision of this Agreement, an employee whose approved time off has been cancelled, denied, or rescheduled by the Employer due to an emergency shall have preference over other employees for time off in the same position classification at the time off sign up following the emergency. In the event that more than one employee has approved time off cancelled, denied, or rescheduled by the Employer, preference will be given based on seniority.

4. New employees accrue TOPS based on the number of hours worked per pay period. During the probationary period, new employees cannot use TOPS. After the probationary period, all time off taken by an employee will be charged to the employee's TOPS hours.

5. All TOPS hours taken must be available at the time that the hours are taken. Use of TOPS (other than for illnesses) must be scheduled through the employee's supervisor. TOPS time may be used for illness of the employee or the employee's family, without prior approval.

6. TOPS hours may not be used to extend the effective date of resignation.

7. Except as provided below, the use of unscheduled TOPS time is considered an unauthorized absence and may be grounds for discipline.

a. Unscheduled Absences as "Personal Business Days"

From August 5 to August 4 of each year of this Agreement, each employee is entitled to instances when they may use eight (8) hours of unscheduled TOPS time with:

- a. a minimum of twenty-four (24) hours notice prior to the shift for which she/he will be absent, for a Personal Business Day; or
- b. approval by the employee's supervisor for emergency situations. The employee's supervisor may request verification of the emergency situation resulting in the absence.

Each year (August 5 to August 4), employees will be entitled to personal days as set forth below:



Years of Service	Number of Days
Less than 1 year	1
1 to 10 years	2
More than 10 years	3

Use of TOPS in these instances will not be considered an unauthorized absence. Personal Business Days cannot be used on the holidays employees sign up for under 19.00.b.2 and cannot be used in the last two weeks of employment.

Personal Business Day requests shall not be denied unless another employee in the same shift, department, and classification has requested a Personal Business Day. Agency staff on the schedule shall not be grounds for denial of Personal Business Days.

b. Unscheduled Absences for Bereavement

Use of unscheduled TOPS time for up to seven (7) consecutive working days immediately following the death of a spouse, child (including step or adopted), parent, or person over whom the employee has legal guardianship shall not be considered an unauthorized absence.

Use of unscheduled TOPS time for up to five (5) consecutive working days immediately following the death of a sibling (including half or step), grandparent, mother-in-law, father-in-law, daughter-in-law, son-in-law, or grandchild shall not be considered an unauthorized absence.

In counting “consecutive working days”, an employee’s regularly assigned days off are excluded.

Upon return to work, employees taking bereavement leave may be required by the Employer to provide satisfactory evidence of a qualifying death.

c. Rate of Accrual of TOPS Hours for employees hired on or before August 23<sup>rd</sup>, 2009

<u>Years Employed</u>	<u>Factors Applied to Hours Worked</u>	<u>Hours Accumulated Each Pay Period*</u>	<u>Actual Hours Earned Yearly*</u>
0-1	.10	8	208
1-5	.1038	8.30	216
5-10	.1269231	10.15	264
10-15	.1461	11.69	304
15-20	.1653	13.23	344
20+	.1846	14.77	384

\*Example for full-time employees working 80 hours per pay period.

Full-time employees who work less than 80 hours per pay period will have their accrued TOPS time pro-rated based on hours worked.

Employees hired after August 23rd, 2009, and employees hired on or before August 23rd, 2009 who elect to buy down their time as described in this Article, shall accrue TOPS at the following rate:

<u>Years Employed</u>	<u>Factors Applied to Hours Worked</u>	<u>Hours Accumulated Each Pay Period*</u>	<u>Actual Hours Earned Yearly*</u>
0-1	.0808	6.4615	168
1-5	.0846	6.7692	176
5-10	.1077	8.6154	224
10-15	.1269	10.1539	264
15-20	.1462	11.6923	304
20+	.1654	13.2308	344

Employees earn TOPS on eligible hours worked up to eighty (80) hours per pay period. TOPS is earned on scheduled hours worked and on hours taken as TOPS.

Employees hired on or before August 23rd, 2009 may elect to buy down their TOPS accrual rate to the second accrual rate set forth above. Employees who do so will remain at that rate. The employee shall receive the dollar amount of the TOPS hours distributed evenly throughout the remainder of the employee's paychecks for the remainder of this FY 2009. Employees hired on or before August 23<sup>rd</sup>, 2009 who switch from no benefit to benefit, or vice versa, shall remain at the higher TOPS accrual rate, unless they elect to buy down their TOPS.

d. Maximum Accrual

1. Employees with less than one (1) year of continuous employment may not accrue more than three hundred twenty hours (320) hours of TOPS time.
2. Employees with more than one (1) year and less than five (5) years of continuous employment may not accrue more than three hundred twenty-four (324) hours of TOPS time.
3. Employees with more than five (5) years and less than ten (10) years of continuous employment may not accrue more than three hundred ninety-six (396) hours of TOPS time.
4. Employees with more than ten (10) years and less than fifteen (15) years of continuous employment may not accrue more than four hundred fifty-six (456) hours of TOPS time.

5. Employees with more than fifteen (15) years of continuous employment may not accrue more than five hundred sixteen (516) hours of TOPS time.

6. No employee shall accumulate more than the maximum accrual for his/her years of service as stated above except that employees shall be allowed to accumulate, over and above the maximum, any time off requested by the employee and denied by the Employer. Hours gained above the maximum will not be credited to the employee's TOPS time balance but will be forfeited. This Section shall apply to all current employees effective on their anniversary date after December 1, 2003. Any unused TOPS time accrued prior to such anniversary date shall be kept in a separate record, not subject to forfeiture, for future use consistent with this Article or to be paid upon termination of employment with the Nursing Home.

7. The rate of TOPS time pay shall be the employee's regular straight-time hourly rate of pay in effect for the employee's regular job at the time the TOPS time is used. Those employees who receive differentials of any sort, either for certifications or shift work, will not be paid said differential as a part of their use of paid time off. Unscheduled TOPS time shall not be counted as hours worked for the purposes of calculating overtime pay.

#### 18.01. RESERVE ACCOUNT

a. Purpose The Champaign County Nursing Home has established an additional benefit entitled "Reserve Account". The special Reserve Account provides protection from pay losses due to hospitalization or long-term "serious" medical problems or outpatient surgery.

b. Rate of Accrual of Reserve Account Hours

<u>Factors Applied to Hours Worked</u>	<u>Hours Accumulated Per Pay Period*</u>	<u>Actual Hours Earned Yearly*</u>
.023077	1.84	48

\*Example for full-time employees working 80 hours per pay period.

Full-time employees who work less than 80 hours per pay period will have their accrued RESERVE time pro-rated based on hours worked.

c. Eligibility - To be eligible for this benefit you must be employed as a full-time employee and/or part time employee working a minimum of thirty (30) hours per week on a regularly scheduled basis. All other employee classifications and No Benefit CNAs are ineligible.

Employees whose status changes from less than thirty (30) hours per week to thirty (30) or more hours per week, or from temporary to permanent status, will be eligible to use Reserve Account hours after serving the initial six (6) months probation and three (3) months at thirty (30) or more hours.

Employees whose status changes from thirty (30) or more hours per week to less than thirty (30) hours per week, or from permanent to temporary status, shall retain all previously accrued Reserve Account time. Should the employee need to use his/her Reserve Account time while employed as a temporary employee and/or working less than thirty (30) hours per week, she/he may do so. The rate of pay for accrued Reserve Account time shall be the employee's straight-time hourly rate of pay in effect at the time she/he uses Reserve Account time. While using Reserve Account time, temporary employees and/or employees working less than thirty (30) hours per week do not accrue additional benefit time.

d. Regulations

1. An employee's Reserve Account may accumulate to a maximum of 480 hours (at which point, if needed, an employee's long-term disability benefit under IMRF, as provided by law, will provide the employee's protection).

2. New employees accrue Reserve Account hours based on the number of hours worked per pay period. During the probationary period, new employees cannot use Reserve Account hours.

3. Eligible uses:

a. Immediately when hospitalized and for post-hospitalization and convalescent care resulting therefrom and authorized by the employee's physician. The Employer may require a second opinion at the Employer's cost by a physician chosen by the Employee from a list of three physicians provided by the Employer, none of whom are on the Utilization and Review Committee of the Employer, and whose offices are located within a reasonable distance of Champaign-Urbana. Said physician's opinion shall be binding on the Employer, the Employee, and the Union.

b. Following illness/injury absence of work of five (5) consecutive work days with a physician's verification. The Employer may require a second opinion at the Employer's cost by a physician chosen by the Employee from a list of three physicians provided by the Employer, none of whom are on the Utilization and Review Committee of the Employer, and whose offices are located within a reasonable distance of Champaign-Urbana. Said physician's opinion shall be binding on the Employer, the Employee, and the Union.

c. For long-term, "serious" medical problems which may not require hospitalization but which re-occur within a sixty (60) day period. The five (5) consecutive work day requirement will be waived. The Employer may require a second opinion at the Employer's cost by a physician chosen by the Employee from a list of three physicians provided by the Employer, none of whom are on the Utilization and Review Committee of the Employer, and whose offices are located within a

reasonable distance of Champaign-Urbana. Said physician's opinion shall be binding on the Employer, the Employee, and the Union.

- d. Immediately when having scheduled outpatient surgery or a complex diagnostic procedure as verified by a licensed physician.
- e. Up to six (6) weeks immediately following the legal adoption of a minor child.

4. Unless otherwise specified elsewhere in this Agreement, the rate of Reserve Account pay shall be the employee's regular straight-time hourly rate of pay in effect for the employee's regular job at the time the Reserve Account hours are used. Those employees who receive differentials of any sort, either for certifications or shift work, will not be paid said differential as a part of their use of Reserve Account hours.

5. Reserve Account hours are not eligible for "sell back".

#### 18.02. Worker's Compensation and TOPS

If an employee is receiving worker's compensation, she/he will not be able to use TOPS hours for the first three calendar days following the work-related injury unless she/he returns to work prior to the 14<sup>th</sup> calendar day. Worker's Compensation insurance will pick up the first three days missed if the employee is absent fourteen (14) or more calendar days.

A percentage of TOPS hours (33.3%) will be used only to pay the difference between the employee's regular pay and the worker's compensation amount (66.6% of the employee's pay).

Under no circumstances will an employee receive full TOPS along with worker's compensation.

#### 18.03. Holiday Pay

Employees who are assigned by their department head to work on a designated holiday, shall receive holiday pay at the rate of one and one-half (1 ½) times their regular hourly rate for each hour worked on any shift, other than night shift, which begins on the date of a designated holiday. Employees working night shift shall receive holiday pay at the rate of one and one-half (1 ½) times their regular hourly rate for each hour worked on shifts which begin on the date before the date of a designated holiday. The designated holidays are:

1. New Year's Day – January 1
2. Martin Luther King's birthday – third Monday in January
3. Memorial Day – last Monday in May
4. Fourth of July – July 4
5. Labor Day – first Monday in September
6. Veteran's Day – November 11
7. Thanksgiving - fourth Thursday in November
8. Christmas Eve – December 24

9. Christmas – December 25

## **ARTICLE XIX**

### **Leaves of Absence**

#### 19.00. Military Leave

Military leave, including Family Military Leave, shall be provided in accordance with state and federal law. The employee shall provide copies of military orders and annual drill schedule necessary to implement leave to the Employer as soon as possible after the employee's military commander provides such documents to the employee.

#### 19.01. Jury and Witness Leave

Any employee who is called for jury duty shall be excused from work for the days served. The employee shall receive his/her normal rate of pay for each day of jury duty for which she/he or she would have worked. The employee shall give reasonable notice of the needed leave for jury service, which requires the employee to deliver to the supervisor a copy of the summons to the employee. During this time, if the employee is not actually performing jury duty, the employee shall return to work for the remainder of the work day. The payment received for jury duty shall be returned to the County; however, the mileage reimbursement shall be retained by the employee.

If an employee is served a subpoena to appear as a witness for a matter relating directly to his/her employment, the individual will be paid his/her normal salary during the time the employee is required to be away from his/her place of work. If the testifying employee is not scheduled for work shift during the time she/he is required to be present, the employee will still be paid his/her normal wage, for the time the employee has been required to attend the proceeding.

If an employee served a subpoena to appear in court for a matter that is not related to his/her employment, the employee shall be granted unpaid time off in order to comply with the subpoena. The employee may choose to utilize accrued paid leave time.

Supervisors shall maintain records of the days on which jury and witness duty is served by employee.

#### 19.02. Union Leave

Subject to operational needs, an employee selected by the Union, shall at the written request of the Union be granted a leave of absence to attend to Union business which takes them from their employment with the Employer. Such leave of absence shall not exceed seven (7) consecutive work days in length. Written requests from the Union for a leave of absence under this Section must be received by the Employer at least two (2) weeks in advance of the first day that the employee is to be on leave. No more than two (2) employees may be on leave of

absence pursuant to this Section at any one time. Leave of absence pursuant to this Section shall be unpaid.

19.03. Family and Medical Leave Act

Under the Family and Medical Leave Act of 1993 (“FMLA”), eligible employees are allowed to take unpaid leaves of absence for certain specified purposes. All requests for FMLA Leave shall be approved by the Human Resources Director in order to comply with IMRF requirements.

a. Eligibility. Employees are eligible for FMLA leave if the employee has worked for at least twelve (12) months and has performed 1,250 hours of service during the previous twelve (12) month period.

b. Leave Requirements. The Employer will extend up to twelve (12) weeks of unpaid FMLA leave during any twelve-month period to eligible employees (the twelve month period shall be a “rolling” twelve month period measured backward from the date an employee uses any FMLA leave):

- A) To care for a newborn child during the first twelve months after birth;
- B) Because of the placement of a child for adoption or foster care within twelve months after the placement;
- C) To care for the employee’s spouse, son, daughter or parent (or certain other persons in a “parent” capacity) with a serious health condition;
- D) To attend to the employee’s own serious health condition involving inpatient care or continuing treatment which causes an inability to perform his/her job.

c. Length of Leave. If medically necessary, a leave relating to a serious health condition may be taken intermittently or by reducing the usual number of hours worked per week or per day. However, an employee who requests leave due to birth or adoption may not take leave intermittently.

An employee is entitled to no more than a total of twelve work weeks of leave, for any purpose, during any twelve month period. When both spouses are employed by the County, the total number of workweeks of leave utilized by both spouses will be limited to 12 workweeks if the leave is taken because of the birth of a son or daughter and in order to care for the son or daughter, the placement of a son or daughter with the employee for adoption or foster care, or to care for a sick parent of the one of the employees if the parent has a serious health condition.

d. Notice and Certification. When leave is reasonably foreseeable, the employee must provide 30 days’ advance notice of the leave to his/her Department Head.

A medical certification of illness and its seriousness, both as to the employee and/or a family member, will be required. It must also state the expected duration of the leave. Forms for such certification are available from the Human Resources Director.

If there is reason to doubt the validity of the certification, the Employer may, at its own expense, require the employee or family member to obtain from a doctor of the Employer's choice a second medical certification. However, the second medical certification shall be within a reasonable distance of the family member's residence and will not create an undue hardship. If a conflict arises, the Employer may require a third opinion, which will be a doctor chosen by the first two doctors. The Employer shall pay the cost of the third opinion. The third opinion shall be final and binding.

The County may also require that an employee obtain subsequent recertification on a monthly basis.

e. Compensation/Benefits During Leave. During unpaid leave time, employee's wages and other benefits are not paid or accrued except for seniority and health insurance, which will be continued on the same basis as if the employee continued in active status. The employee's portion of health insurance premiums must be paid either through payroll deduction or by direct payment by the employee to the County at the same time as it would be made if by payroll deduction.

f. Return to Work. At the conclusion of leave, an employee will be restored to the position she/he held at the time the leave began or to an equivalent with equivalent benefits, pay and other terms and conditions subject to the Layoff and Recall Article. Fringe benefits accrued prior to the leave will not be lost as a result of the leave. However, employees do not accrue additional seniority or employee benefits during the period of unpaid leave.

An employee who fails to return to work after the leave expires (other than due to the continuation, recurrence, or onset of a serious health condition or other circumstances beyond the employee's control) will be liable to the Employer for its share of health plan premiums paid by the Employer during the period of leave. The Employer will recover the initial sums through deductions from any sums due to the employee (e.g. unpaid wages, vacation pay, etc.). Any balance will be recovered through legal action.

g. Substitution of Paid Leave for Unpaid Leave. The Employer will require an employee to use accrued TOPS and, if available, Reserve Account hours, concurrently with any leave taken under the FMLA. Notwithstanding this provision, the Employee may reserve up to five (5) days total of his/her accrued paid time.

h. Vacancy. Individuals hired to fill a vacancy created by an FMLA leave are temporary and are not entitled to any of the benefits of this Agreement.

#### 19.04. Extended Leave of Absence Without Pay (ELOA)



a. A Leave of Absence Without Pay (ELOA) may be granted for short-term disability, or reasons other than those covered by Family Medical Leave Act or the Worker's Compensation Act. Furthermore, the Administrator may place an employee on an Extended Leave of Absence if the employee's absences are excessive.

b. A non-probationary employee will not be required to use all of his/her accrued benefit time before beginning their LOA without pay.

c. If the employee will be absent from work longer than the accrued benefit time available to be taken, if granted, a request for a LOA up to four (4) months shall be submitted to the Nursing Home Administrator. The Nursing Home Administrator will respond to the request for leave within five (5) working days of the date he/she receives the request for leave. The written request shall contain the reason and expected length of the absence.

d. An employee who is granted a LOA under this Article will be returned to his/her prior position at the end of such leave, unless the position has been eliminated as allowed by this Agreement.

e. An employee who does not report for work at the end of an approved Leave of Absence or any extension thereof shall be deemed to have resigned as of the date of the employee's next scheduled work day after the expiration of the LOA. If final action on a request for leave cannot be taken until accrued benefit time has been exhausted or approved leave has expired, an employee who has not return to work within seven (7) days after notification by the Department Head shall be deemed to have resigned.

f. All LOAs under this Article shall be without payment of salary from Employer. Employees on an approved Extended Leave of Absence will not earn or accrue TOPS. The Employer will continue to pay the Employer's contribution for health insurance coverage and the employee may receive creditable service for IMRF and leave benefits, not to exceed five (5) months, however, the employee must comply with IMRF requirements for creditable service. Time spent on an approved Leave of Absence will count toward determination of length of service with the Employer in computing benefits when the employee returns to work.

g. The employee remains responsible for payment of any additional individual or dependent coverage premiums for health insurance or payment for Health Maintenance Organizations premiums while on an approved Leave of Absence.

h. The Administrator shall provide a copy of an approved ELOA to the employee.

i. Before an employee may return to work from a leave of absence granted due to a short term disability, the employee must have a doctor's statement approving the return to work in the employee's position.

j. Department Heads may fill a position that is vacant due to an employee being on an approved LOA with a temporary employee if sufficient funds are budgeted in the appropriate temporary line item.

k. Although the Leave of Absence policy is designed to be flexible enough to accommodate most specific situations, there will be occasions that require techniques or solutions outside the established guidelines. The approval of an Extended Leave of Absence maintains length of service credits. However, Employer paid health insurance benefits will not be provided if a Leave of Absence is approved or extended to an Employee for a period longer than the four (4) months stipulated by this policy. An Employee on an approved LOA will be allowed to maintain his/her health insurance benefits for a period of up to one year at his/her cost. The employee's health insurance premiums must be paid either through payroll deduction, or by direct payment by the employee to the County at the same time as it would be made if by payroll deduction.

Individuals hired to fill a vacancy created by an Extended Leave of Absence are temporary and are not entitled to any of the benefits of this Agreement.

19.05 Training Leave

a. The Administrator in his/her sole discretion may approve leave for employee training on a subject matter directly related to the employee's job. The training may consist of a training seminar or conference of two (2) weeks duration or less or a course for college credit of up to three (3) semester hours. The employee attending the training will receive his/her normal salary and reimbursement for expenses incurred and the County will pay the registration fee.

b. Past Practices and Personnel Policy

The above provision regarding training leave shall supersede all past practices and policies regarding any and all leaves of absence without pay, including but not limited to the relevant sections of the of the Champaign County Nursing Home Personnel Policy.

## **ARTICLE XX**

### **Absence/Tardiness Policy**

20.00. Employees who do not come to work in a timely fashion, who fail to come to work at all, or who fail to notify the Employer in a timely fashion of an absence negatively impact the Nursing Home's ability to provide quality care to residents by not being available to do the work. Such absences further negatively impact the Nursing Home's ability to provide quality care by increasing the workload of those employees who do come to work. Therefore, certain failures to come to work are assigned a point value based on their relative harm to the Nursing Home and its working employees that determines the level of discipline necessary to address the employee's failure.

20.01 Points shall be assigned for certain failures to be at work. Points are used to ensure that employees understand expectations, can rely on uniform application, and know when disciplinary action will occur. The points themselves are not disciplinary in nature, but are used for purposes of tracking and weighing absences.

A. Points shall be assigned in the following manner:

1. 6 points per shift for a “No call, no show”, which occurs when an employee does not come to work when assigned and does not notify the Employer within ninety (90) minutes of the beginning of the shift (For example, an employee whose shift begins at 6:00 must call in before the clock displays “7:30”);
2. 4 points for each call-in following 2 previous call-ins in the preceding 6 months (each call-in for up to 2 consecutive days shall be counted as one occurrence). Call-ins accompanied by a doctor’s note shall be excused from consideration under this policy. However, call-in on any holiday or weekend not otherwise authorized shall be assigned 4 points, regardless of previous call-ins or doctor’s notes;
3. 4 points per “Late call in” or “short shift,” following two previous late call-ins or ‘short shifts’ in the previous 6 months. A late call-in occurs when an employee calls in less than ninety (90) minutes prior to the start of a shift for which the employee is scheduled to work and does not come to work (For example, for an employee whose shift begins at 8:00 must call prior to when the clock displays “6:30”); a short shift occurs when an employee ends her or his shift prior to the scheduled end time with supervisory approval. An exception to short shift occurs when allowing an employee to leave early is mutually beneficial and mutually agreeable. However, any “late call-in” or “short shift” on any holiday or weekend not otherwise authorized shall be assigned 4 points, regardless of previous late call-ins or short shifts;
4. 2 points for an unauthorized absence of over two consecutive workdays, unless the employee provides a doctor’s note;
5. 1 point for a “Tardy”, which occurs when an employee reports to work eight (8) minutes to ninety (90) minutes after the beginning of the employee’s assigned shift (For example, an employee is tardy when the time clock displays “:08” for shifts beginning on the hour and “:38” for shifts beginning on the half-hour). However, any tardy on any holiday or weekend shall be assigned 2 points.
6. For the purposes of this Article, “Holiday” is defined as 10:30pm the night before the holiday through 10:30pm on the actual day of the holiday. “Weekend” is defined as 10:30pm on Friday through 10:30pm on Sunday.

Discipline shall be administered when the following points are reached:

Oral warning-	4 points
Written warning-	6 points
Suspension-	9 points (suspension shall be ‘paper suspension’)
Discharge-	12 or more points

B. Authorized absences shall not be assigned points. Examples of authorized time off include, but are not limited to, FMLA leave, court dates, bereavement leave, medical appointments, TOPS time, and other pre-approved absences.

C. In the case an employee would otherwise qualify for a “no call, no show” but can come to work during the shift and contacts the Employer to notify the Employer of his or her ability and desire to come to work, the supervisor has the authority to characterize the incident as a “tardy” rather than a “no call, no show”.

20.02. Points assigned under this Article shall be removed from consideration at the end of six (6) consecutive months from the time they are assigned.

20.03. For purposes of discipline under this Article only, the Employer agrees that disciplinary action shall be given to the employee within fifteen (15) days of the Employer becoming aware of the alleged event or action giving rise to the discipline.

20.04. In the event that a doctor’s note is required, the doctor’s note shall verify the employee, the employee’s spouse, the employee’s child (including step or adopted), the employee’s parent, or person over whom the employee has legal guardianship was ill, and shall be provided within seven (7) days of the first day of absence. Doctor’s notes may be used a maximum of three (3) times in any rolling 6 month period to avoid points or discipline under this policy. The doctor’s note shall contain the following minimum elements:

- i. signature, address, and telephone number of the medical practitioner,
- ii. the pertinent date(s) in question, and
- iii. an indication that the employee was unable to work on the date(s) in question for reasons of personal or family illness.

20.05. Leaving Early

Employees may not leave work or the Champaign County Nursing Home during their shift for any period of time, unless it is during their meal period break or unless they have approval from their supervisor.

Except as set forth above, if an employee leaves the Champaign County Nursing Home (walks off the job) without permission during their shift, it will be considered job abandonment, and the employee will have voluntarily resigned their position.

20.06. An employee may not avoid discipline through make-up shifts. An employee may be allowed to work an additional shift or shifts based on the needs of the Employer, but any such work will not reduce or eliminate disciplinary action by the Employer.

20.07. Attendance Incentive

Length of Service	Amount per Distribution	Total Annual Amount
0-1 year	\$250.00	\$500.00

1-5 years	\$300.00	\$600.00
5-15 years	\$350.00	\$700.00
15+ years	\$450.00	\$900.00

Effective December 1<sup>st</sup>, 2013 Employees earn an Attendance Incentive for working six consecutive months without receiving an Oral Warning, Written Warning, Suspension, or Dismissal for attendance related disciplinary action. Employees must be employed and working for the entire eligibility period to receive the Incentive. The eligibility periods are fixed from December 1<sup>st</sup>- May 31<sup>st</sup> and June 1<sup>st</sup>- November 30<sup>th</sup>. Employees earn the distribution after the first full pay period following the end of an eligibility period. Distributions are made twice per year in the amounts specified in the table above based upon the employee’s tenure with the Champaign County Nursing Home in the general bargaining unit. The eligibility periods after June 1, 2014 shall also require attendance at mandatory all staff “in-service” trainings, which shall include training dates and times accessible to all employees.

Any employee off work for bereavement, a previously scheduled vacation or an approved leave of absence will not be disqualified from the Attendance Incentive for missing this continuing education during said absence, so long as they complete the training within one week of being advised of the needed training by Human Resources, unless otherwise extended by the Employer.

From the date of ratification through December 31st, 2016, the Attendance Policy and attendance bonus contained in the Collective Bargaining Agreement that expired November 30<sup>th</sup>, 2013 will remain in effect.

## **ARTICLE XXI**

### **Hazardous Weather**

21.00. Based on reports from the Champaign County Highway Department, the Champaign County Sheriff’s Department, and the Emergency Services and Disaster Agency (ESDA), and other factors determined by the Administrator or his/her designee to be relevant, the Administrator or his/her designee may declare a Hazardous Weather Day prior to the beginning of a shift. A Hazardous Weather Day may be declared for a specific geographic area.

21.01. Employees are to work their assigned schedule on a declared Hazardous Weather Day. Vacation or personal leave is to be used only after all efforts have been made to arrive at the assigned time and after proper notification has been made. Employees who live in the geographic area for which a Hazardous Weather Day has been declared and who must use vacation or personal leave because of the declared Hazardous Weather Day need not comply with the scheduling requirements for using vacation time, and providing less than twenty four (24) hours’ notice for using personal leave will not be considered an unscheduled absence so long as notice is provided. Employees will not be disciplined under the attendance policy when a Hazardous Weather Day occurs.

21.02. If the Administrator or his/her designee declares a Hazardous Weather Day for all of the County of Champaign, the Administrator, to address any shortages in staffing, will offer all employees who work during the Hazardous Weather Day pay at time and one-half for all hours worked during the hours for which a Hazardous Weather Day is declared.

## **ARTICLE XXII**

### **Subcontracting**

22.00. No work customarily or consistently performed by employees in this bargaining unit shall be given to any contractor or subcontractor when such action would result in the layoff of working bargaining unit employees. This provision shall not limit Employer from contracting or subcontracting as it has in the past, and contracting or subcontracting special projects, emergency work or projects requiring special equipment or manpower, which may involve bargaining unit work.

## **ARTICLE XXIII**

### **Temporary Assignment**

23.00. Temporary Assignment. The Employer may, within the provisions of this Article, temporarily assign an employee to perform the duties of another position classification or location. To be eligible for temporary assignment pay the employee must be directed by a member of management to perform duties or the duty which distinguish the position classification and/or be held accountable for the responsibility of a different position classification. A part-time employee does not qualify as a full-time employee in the same classification entitling the employee to the higher wage rate of the full-time employee merely by working additional hours.

23.01. Payment. An employee temporarily assigned to a position classification at an equal or lower pay grade than his/her permanent position classification shall be paid his/her regular rate of pay. If the employee is temporarily assigned to a position classification with the higher pay grade, the employee shall be paid as if she/he had received a promotion into such a higher pay grade for hours actually worked in the higher classification unless such temporary assignment is limited or light duty.

23.02. Time Limits. The time limits for temporarily filling a position classification or position in another location is thirty (30) work days in a twelve (12) month period except when the regular incumbent is on approved leave.

## **ARTICLE XXIV**

### **Probationary Employees**

24.00. A new (either Full or Part-time) employee entering the employ of the Employer for the purposes of filling a job covered by this Agreement shall be subject to a probationary period of six (6) months continuous service to determine his/her ability and fitness for the work. The Employer shall have the sole right to determine her/his suitability during such probationary period. The Employer shall give the probationary employee an evaluation no later than three (3) months into her/his employment. If appropriate, the Employer shall have the sole and exclusive right to extend the probationary period for a period not to exceed one (1) month. The employer shall give the Union written notice of any extension of an employee's probationary period. The employee will not have or accumulate seniority during the probationary period. The right to discharge, discipline or re-hire an employee during the initial probationary period or extension thereof, shall be vested exclusively with the Employer, and may not be the subject of a grievance.

24.01. Upon satisfactory completion of the probationary period, an employee shall, if still on the Employer's payroll in a job classification covered by this Agreement, become a regular employee and shall be credited with his/her seniority beginning from the date of continuous employment and shall receive all other rights and benefits for which a regular employee is eligible.

## **ARTICLE XXV**

### **Employee Personnel Records**

25.00. Employee personnel records shall be maintained for all employees at the Office of the Human Resources Director and/or at the department. To the extent required by the Personnel Record Review Act (820 ILCS 40/1, et seq.), the employee and/or his/her representative shall have the right to examine and copy the employee's record at least twice a year during regular working hours without a loss in pay. Personnel records shall be retained for a period of five (5) years after termination of employment. The Employer shall give the employee a copy of any disciplinary action or material which is placed in the employee's record.

25.01. Contents of employee records:

1. Personnel records should contain only the following information:
  - a. A receipt for information received during orientation at the office of the Human Resources Director;
  - b. All evaluations;
  - c. Letters of reference, commendation or complaint;
  - d. Applications;
  - e. Memos of oral warnings and written employee warning records;
  - f. Training records;

- g. Requests for leaves of absence;
  - h. Attendance, sick leave, vacation leave, compensatory time, and overtime (if applicable) records;
  - i. A record of persons seeking to examine documents in the employee's file and dates these documents were examined;
  - j. Resignation letters; and
  - k. All other pertinent job-related information.
2. Any information obtained relating to an individual's physical or mental condition, medical history or medical treatment shall be collected and maintained on a separate form, in a separate medical file and will be treated as a confidential medical record, except that:
- a. Supervisor and managers may be informed regarding necessary restrictions on the work or duties of the employee and necessary accommodations;
  - b. First aid and safety personnel may be informed, when appropriate, if the disability might require emergency treatment.
  - c. Government officials investigating compliance with federal or state regulations.

## **ARTICLE XXVI**

### **Evaluations**

26.00. In those instances when the Employer formally evaluates employees, evaluations shall be impartial and based on work-related factors, including but not limited to job performance and job description.

26.01. Evaluations shall be prepared by an Employer representative(s) who has personally observed the employee's work performance. Evaluations shall be discussed with the employee, and the employee shall be given a copy immediately after completion and shall sign the evaluation as recognition of having read it. Such signature shall not constitute agreement with the evaluation. An evaluation shall not be subsequently altered without notice and review by the employee. An employee shall be entitled to submit written comments regarding his or her evaluation and such written comments shall be attached to the evaluation in the employee's personnel file.

## **ARTICLE XXVII**

### **Safety and Health**

27.00. The Employer agrees to provide employees with a reasonably safe and healthy working environment. The Employer agrees to enforce and continue implementation of applicable laws governing health and safety in the workplace. The Employer shall have the right to make reasonable rules to ensure the safety and health of employees during the hours of their



employment. All employees shall comply with all safety rules and regulations established by the Employer.

27.01. Where a clear and present danger exists, the Union or employees may initiate a grievance at the final step of the grievance procedure preceding arbitration.

27.02. The parties will have joint health and safety committee meetings upon request but not more than quarterly on work time without loss of pay to the bargaining unit members. The scheduling of these meetings shall be subject to operational needs. The Union's representatives will consist of one bargaining unit employee from each of the following departments: Activities (including the Beauty Shop), Administration, Adult Daycare, Food Service, Housekeeping, Laundry, Maintenance, Nursing (including the ARD Unit), Social Service, and Therapy Services.

27.03. Violence in the Workplace

It is the policy of the Employer to maintain an environment that is safe and free of physical violence. Acts of physical violence made by any employee against another person's life, health, well-being, family, or property will not be tolerated. Physical violence prohibited includes but is not limited to:

- a. any act or threat of physical violence which threatens the safety of employees, residents, vendors, contractors, or the general public,
- b. any act or threat of physical violence made directly or indirectly by word, gesture, or symbols, and/or
- c. use or possession of a weapon at the workplace.

For the purposes of this policy, when considering whether a weapon is possessed by an employee a weapon is defined as any firearm, any knife or dagger with a blade of at least three (3) inches in length, axe, hatchet, stun gun or taser, or other instrument of like character that serves no legitimate work-related purpose. This definition specifically excludes Employer issued equipment that may be deemed a weapon so long as such items are only used for work-related purposes and are not used to threaten or inflict injury. This does not mean that an object not normally characterized as a weapon but that is used to harm or to threaten harm to another may not be considered a weapon under those circumstances.

Any employee violating this policy shall be subject to discipline, up to and including termination. Employees shall report any behavior that compromises the Employer's ability to maintain a work environment that is safe and free of violence to their Department Heads. All reports shall be investigated immediately and kept confidential except where there is a legitimate need to know or as otherwise provided by law.

27.04. In order to protect the safety of employees and the public, the workplace should be free from the risks posed by employees impaired by the abuse of alcohol and drugs. The Employer is entitled to adopt, administer, and enforce a drug and alcohol testing policy (hereinafter "Drug and Alcohol Policy") for all Champaign County Nursing Home employees.

All employees shall comply with the Employer's Drug and Alcohol Policy, which shall be posted on all employee bulletin boards. All bargaining unit employees shall submit to testing of the employee's blood, breath or urine, at the expense of the Employer, as set forth in the Drug and Alcohol Policy.

27.05. Pursuant to the Illinois Drug Free Workplace Act (30 ILCS 580/1, et seq.), employees shall notify the Employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. Conviction means a finding of guilt, including a plea of guilt or nolo contendere, imposition of court supervision or first offender probation, and/or imposition of sentence, by any court of law.

27.06. The parties agree that any drug and/or alcohol testing conducted by the Employer comply with the following:

- a. Unless otherwise set forth below, all testing procedures shall meet the standards and limits as established by the Federal Motor Carrier Administration for the transportation industry.
- b. Only Employer representatives who have received training in determining whether reasonable cause exists to require alcohol and/or drug testing may require an employee to submit to reasonable cause alcohol and/or drug testing. Furthermore, employees may be subject to testing if the employee is involved in an accident resulting in liability to the Champaign County Nursing Home, or as follow-up for reasonable suspicion.
- c. If an employee is required to submit to testing under this Article, such employee shall have thirty (30) minutes from the time she/he is informed that she/he must submit to testing to consult with a Union steward or a bargaining unit employee in the Union prior to submitting to the test. The employee may also choose to have such Union steward or bargaining unit employee in the Union present at the testing site. Unavailability of a Union steward or a bargaining unit employee in the Union shall not preclude or delay testing.
- d. Only laboratories certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) shall be used to conduct drug tests. Such laboratories must be willing to demonstrate their sample handling procedures to the Union upon reasonable written notice. Upon reasonable written request, such laboratories must also be willing to provide the Union with information regarding the sensitivity (cut-off point) of the testing methodology employed and any available information concerning the margin of error and the precision of the quantitative data reported for the test(s) conducted.
- e. Screening or initial tests shall be conducted for drugs and alcohol. If a screening or initial test for drugs is negative, then no further testing for drugs will be conducted. If a screening or initial test for alcohol is negative, then no further testing for alcohol will be conducted.

f. A split specimen shall be collected for drug testing. In the case of a confirmed positive drug test, the employee will have seventy-two (72) hours from the time she/he is notified of the positive drug test to request that the split specimen be sent to another SAMHSA certified laboratory of his/her choosing. The employee requesting that the split specimen be tested shall be responsible for the cost of the testing. If the split specimen fails to confirm the positive result, then his/her positive test results will be cancelled. An employee who successfully challenges a positive result shall be reimbursed for the reasonable cost of testing the split specimen, upon submission of a receipt or other verification of the reasonable cost of testing.

If the employee does not request that the split specimen be tested within the time period specified above, then the confirmed positive drug test shall be deemed conclusive and neither the Employer nor the laboratory is obligated or required to continue storing or preserving the split specimen.

g. Employees shall be compensated at the applicable rate for all hours lost when taking a drug and/or alcohol test mandated by the Employer. Bargaining unit employees in the Union, who were consulted with or in attendance during a drug and/or alcohol test mandated by the Employer shall be paid for working hours lost during such activities.

h. The Employer shall provide the Union with a copy of an employee's test results upon receipt of written authorization to do so by the employee.

i. Reports of positive test results shall at a minimum state the type of test(s) conducted and the results of the test(s).

j. The Medical Review Officer responsible for receiving and reviewing laboratory results generated by the Employer's drug testing program and evaluating medical explanations for certain drug test results shall not be an employee of the Employer.

27.07. Any positive test for drugs in violation of the Drug and Alcohol Policy shall result in the immediate termination of the employee.

A second positive test for alcohol in violation of the Drug and Alcohol Policy shall result in the immediate termination of the employee. A first positive test for alcohol in violation of the Drug and Alcohol Policy shall result in termination of the employee if the employee fails to comply with the counseling and treatment recommended under the provisions of the Policy or other requirements of the Policy. Otherwise a single positive test for alcohol in violation of the policy may be the basis for discipline, but shall not be a sole basis for termination, unless otherwise required by law.

Unconfirmed screening or initial tests may be the basis for placing an employee on administrative leave, but shall not be used as a sole basis for disciplinary action if the employee immediately submits to additional testing and otherwise complies with all requirements of the Drug and Alcohol Policy.

Refusal to take an Employer mandated drug and/or alcohol test shall result in termination. Refusal to take a test means that an employee:

- 1) Fails to show up for any test within a reasonable time after being directed to do so by the Employer or to remain at the testing site until the testing process is complete;
- 2) Fails to provide a urine specimen or fails to provide a saliva or breath specimen for any drug or alcohol test as required by the Drug and Alcohol Policy;
- 3) In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring in providing a specimen;
- 4) Refuses to sign any certification required as part of the drug or alcohol testing process;
- 5) Fails to provide a sufficient amount of urine or a sufficient amount of breath, when directed; unless it has been determined, through a required medical evaluation, that there was an adequate medical explanation for the failure;
- 6) Fails or declines to take a second test the Employer or collector has directed the employee to take;
- 7) Fails to undergo an additional medical examination or evaluation as directed by the Medical Review Officer as part of the verification process, or as directed by the Employer concerning the evaluation as part of the shy bladder or insufficient breath procedures;
- 8) Fails to cooperate (e.g., leaves the test site before the testing process is completed, refuses to empty pockets, or takes any action with the intent to render test results inaccurate or inconclusive) with any part of the drug or alcohol testing process; or
- 9) Refuses to test as required by the Drug and Alcohol Policy.

It is also considered a refusal to test (which is the same as a positive test) when the Medical Review Officer reports to the Employer that an employee has a verified adulterated or substituted drug test result.

27.08. No employee shall be allowed to work while there is any amount of alcohol exceeding the limits set forth in the Drug and Alcohol Policy or any amount of any drug, substance or compound listed in the Illinois Cannabis Control Act (720 ILCS 550/1, et seq.), Illinois Controlled Substances Act (720 ILCS 570/100, et seq.), or Illinois Use of Intoxicating Compounds Act (720 ILCS 690/0.01, et seq.) in the employee's blood, breath or urine.

27.09. Regardless of the foregoing, no employee shall be allowed to work if she/he is exhibits symptoms indicating that she/he is under the influence of alcohol or drugs or if she/he is impaired to such an extent that she/he is unable to adequately perform the essential functions of his/her position. Employees not allowed to work pursuant to this provision shall be subject to discipline in accordance with the Discipline and Discharge Article.

27.10. Once a vendor for drug and alcohol testing pursuant to this Article has been contracted and a drug and alcohol testing procedure is adopted, Employer shall provide in-service training on this procedure for employees. Further in-service training will be provided to newly-hired employees as part of orientation, and to all employees if and when the drug and alcohol testing procedure is altered substantially.

27.11. Smoking Areas: Smoking by employees governed by this Agreement shall only be allowed on Nursing Home grounds in a designated smoking area, as follows:

The smoking area shall be a roofed structure outside the employee entrance, at least thirty feet from the Nursing Home structure. This structure shall be equipped with a panic button and in an area lighted after nightfall.

The parties agree that before any further changes in the smoking policy at the Champaign County Nursing Home are implemented, the Union will be notified in writing at least sixty days in advance. The Union reserves its right to demand to bargain over any such further change in the smoking policy. However, the Employer may implement a further change in the smoking policy immediately and without bargaining if it is required by: (a) a bona fide emergency; or (b) state or federal law, either directly or as a condition of funding (including statutes, applicable case law, regulations, or compliance with the directives of any government inspector or regulatory agency).

27.12. It is agreed that bargaining unit members will receive annually an Influenza vaccine.

## **ARTICLE XXVIII**

### **Resident Abuse or Neglect**

28.00. Residents of the Nursing Home have the right to be free from mistreatment, abuse, and neglect. The Employer is entitled to adopt, administer, and enforce a policy addressing resident mistreatment, abuse, and neglect. All bargaining unit employees shall comply with such policy, which shall be posted on all employee bulletin boards.

28.01. Any employee who becomes aware of or suspects an incident of mistreatment, abuse, or neglect of a Nursing Home resident within or outside the facility shall immediately report the situation to his/her supervisor. Any employee who fails to do so will be subject to discipline, up to and including termination.

28.02. An employee alleged to have mistreated, abused, or neglected a resident will be placed on administrative leave until the investigation into the alleged abuse or neglect has been completed in accordance with current State law requirements. Placing an employee on administrative leave during an investigation of alleged resident abuse or neglect is in no way indicative of the truth of the allegations, and does not presume that an employee has abused or neglected a resident. Administrative leave under such circumstances presumes that the employee has not acted as alleged but is necessary to allow the investigation to occur. An administrative

leave letter (Appendix A) will be given to employees when they are sent home pending an abuse investigation.

28.03. Discipline for resident abuse shall be pursuant to the Discipline and Discharge Article. If an employee is placed on administrative leave pending the outcome of an investigation that may lead to discipline, she/he will be paid for the scheduled working hours lost while on administrative leave if, as a result of the investigation, no disciplinary action is taken or the discipline issued is an oral or written warning. If as a result of the investigation, the employee is dismissed or suspended, she/he will not be paid for scheduled working hours lost while on administrative leave, unless the length of the suspension is shorter than the administrative leave. For example, if a five-day administrative leave results in a three-day suspension, the employee shall be paid for scheduled working hours lost due to the two-day difference.

## **ARTICLE XXIX**

### **Sexual Harassment**

29.00. It is the policy of the Employer to maintain an environment that is free of sexual harassment. Acts of sexual harassment by any employee will not be tolerated. Sexual harassment is any act or comment (including jokes) of a sexual nature which is likely to offend, harass, or intimidate a reasonable person. Prohibited sexual harassment includes but is not limited to:

- a. sexual advances,
- b. requests for sexual favors,
- c. sexually explicit statements, innuendoes, comments, jokes, or gestures,
- d. physical contact of a sexual nature, or
- e. displays of printed or visual material of a sexual nature.

Any employee violating this policy shall be subject to discipline, up to and including termination. Conduct shall be judged based exclusively on an objective standard and not by reference to any other conduct in the workplace.

If an employee believes she/he is the subject of sexual harassment, she/he is not required to object to the sexual harassment or attempt to stop the sexual harassment prior to reporting it to the Employer and prior to the Employer having the right to discipline for sexual harassment.

Employees shall report to their Department Heads any behavior that compromises the Employer's ability to maintain a work environment that is free of sexual harassment. A report of sexual harassment by the alleged victim to the Department Head is not a prerequisite to discipline if other credible evidence indicates sexual harassment occurred. All reports shall be investigated immediately and kept confidential except where there is a legitimate need to know or as otherwise provided by law.

## **ARTICLE XXX**

### **Telephone Calls**

- 30.00. Employees shall be pleasant, helpful, and courteous during all telephone calls.
- 30.01. All long distance phone calls made for official business shall be reported to administration on the appropriate form.
- 30.02. At no time may employees use residents' private phones.
- 30.03. Personal calls are to be made during employee break times and meal periods except for emergencies. When making personal calls, employees must use pay phones or their own cellular phone. When a pay phone is not available and the employee does not own a cellular phone, she/he may use an office phone for a personal call provided she/he has his/her supervisor's permission. If the employee makes a long distance call using an office phone, then she/he must report the call and pay for the long distance charges.
- 30.04. Employees may carry cellular phones and/or pagers on their person during working hours, but the cellular phone or pager shall be turned off while the employee is on duty.

## **ARTICLE XXXI**

### **Political Activity**

- 31.00. No employee of Champaign County shall be subject to direct or indirect political influence or coercion; employees are not required to participate in or contribute financially to political campaigns; political affiliation or support is not a consideration for employment with the County.
- 31.01. County employees shall not circulate petitions or campaign literature in any County office building nor shall they solicit or receive any contribution or political service from any person for any political purpose during regular office hours or in any County office building. However, Champaign County employees may exercise the same political rights as other citizens at County office buildings, which would include but not be limited to political demonstration and lobbying of elected officials.

## **ARTICLE XXXII**

### **Anti-Nepotism Policy**

- 32.00. Anti-Nepotism Policy. A Department Head, or person with authority to hire or promote employees within a department, shall not hire or promote within his/her department any person living in his/her household or any of the following persons, whether related by blood, adoption, or marriage: parent, grandparent, child, sibling or grandchild. Persons hired in

violation of this policy shall be terminated, and persons promoted in violation of this policy shall be returned to their previous position, if vacant, otherwise shall be terminated. To the Extent any employee situations exist in violation of this Article on the effective date of the Agreement, those employee situations can continue as they exist at that time.

## **ARTICLE XXXIII**

### **Seniority**

33.00. “Seniority” is defined as the amount of continuous permanent service with the Champaign County Nursing Home.

33.01. Bargaining unit employees who accept positions with the Champaign County Nursing Home outside of the bargaining unit shall retain their seniority for a maximum of thirty-six (36) months, but not accrue additional seniority while employed in such positions.

33.02. Employees shall retain and accrue seniority for a maximum of thirty-six (36) months while on paid leave and twelve (12) months while on layoff and shall retain for a maximum of twelve (12) months but not accrue seniority while on unpaid leave. Termination ends seniority.

Seniority shall be calculated based on the actual number of hours worked as a permanent employee, including paid leave/absences and excluding unpaid leave/absences, beginning January 1, 1992, plus 2080 hours for each year, or partial year thereof prior to January 1, 1992, that an employee has been employed as a permanent employee by the Nursing Home. Overtime shall not be calculated into seniority hours.

## **ARTICLE XXXIV**

### **Vacancies**

34.00. Vacancies

Whenever the Employer decides to fill positions that are available due to an increase in the number of bargaining unit positions or due to termination, discharge, transfer, promotion, or demotion, it shall do so in the manner set forth below. Vacancies in position classifications that exist for no more than thirty (30) days in any twelve (12) month period or that exist by virtue of an employee taking any type of leave, other than a leave of absence without pay, need not be filled in the manner set forth below.

34.01. Waiting List



Employer shall maintain a waiting list by position classification and shift. For Certified Nurse Assistants, Employer shall maintain a waiting list by position classification, shift, and location. Location shall mean ARD and non-ARD units.

Placement on any waiting list shall be upon employee request. An employee may only request to be placed on a waiting list maintained for his/her current position classification. When there is a vacancy within a position classification, the position will be offered to employees on the applicable waiting list by order of seniority until accepted by an employee or declined by all employees on the list. The waiting list shall be updated and posted monthly.

34.02. Pulling

The Employer retains the managerial right to determine staffing levels and job assignments. Regardless of the previous paragraphs, the Employer shall have the right to assign and reassign employees to different locations based on operational and resident needs; however, employees shall be regularly assigned to their home Units.

Pulling is the transfer of an employee to another Unit on a temporary basis. Pulling shall be distributed as equally as possible among the employees in the position classification affected. The Employer shall keep a seniority list by position classification and shift, and shall pull employees by reverse seniority; except that the Employer shall pull first from Units where staffing is sufficient to ensure that the pull will not require a secondary pull. Pulling will occur on a rotational basis in reverse seniority order.

If there is more than one employee equally eligible for transfer to a different location, the Employer shall transfer the least senior employee. At the Union's request, the Employer shall meet with the Union at a mutually agreed to date, time, and place to discuss the operational and/or resident need that resulted in a job reassignment. The Employer's agreement to meet and discuss operational and/or resident need with the Union shall not constitute an agreement to bargain over such matters or its managerial right to determine staffing levels and job assignments.

34.03. Posting and Selection

Whenever a job vacancy within the bargaining unit occurs which is not filled as set forth in the preceding paragraph above, a notice of such vacancy shall be posted in a conspicuous place and each work location for seven (7) calendar days. The posting shall include the position classification, rate of pay and shift of vacancy. For vacancies in the position of Certified Nurse Assistants, the posting shall include the position classification, rate of pay, location, and shift. During this period, employees who wish to apply for the vacant job (including laid off employees), may do so.

34.04. Selection

The employer shall fill the vacancy from among the qualified applicants consistent with the layoff and recall provisions of this agreement. If two or more applicants are equally qualified, the vacancy shall be given to the most senior.

An outside applicant will not be hired if an equally qualified employee has submitted an application for the position. No bargaining unit position shall be filled nor shall an employee be moved to a different classification or shift without using this procedure.

34.05. Qualifying Period for Non-Probationary Employees

A non-probationary employee who transfers to a different position classification in the Nursing Home shall be subject to a qualifying period of three (3) months continuous service to determine his/her ability and fitness for the work. The Employer shall have the sole right to determine the employee's suitability during such qualifying period. The Employer shall give the employee an evaluation no later than two (2) months into his/her employment. If appropriate, the Employer shall have the sole and exclusive right to extend the qualifying period for a period not to exceed one (1) month. The Employer shall give the Union written notice of any extension of an employee's qualifying period. The employee will have and accumulate seniority during the qualifying period.

The right to disqualify an employee during this qualifying period shall be vested exclusively with the Employer. If an employee is disqualified by the Employer during his/her qualifying period due to his/her inability to perform the duties and responsibilities of his/her new position, such employee shall be returned to his/her former position classification and shift. Upon two (2) weeks' notice, all other non-probationary employees affected by the return of the disqualified employee to his/her former position classification and shift will be returned to their previous position classifications and shifts.

**ARTICLE XXXV**

**Layoff and Recall**

35.00. A layoff is defined as a decrease of the existing work force or an abolishment of an existing position.

35.01. No employees covered under this Agreement shall be laid off when there are temporary or part-time employees performing the bargaining unit work of the position classification subject to layoff.

Prior to any employee being laid off, every reasonable effort will be made to transfer employee to vacancies in another department rather than terminate the employee due to a reduction in force.

35.02 Layoff shall be by position classification. Employees shall be laid off in inverse order of seniority, unless the remaining employees after the layoff would not be qualified and capable of performing the work normally required of the classification.

35.03. Unless otherwise required by federal or state law, the Employer shall give employees to be laid off and the Union written notice of the layoff at least thirty (30) calendar days prior to its effective date.

The Employer will meet with each employee affected by a layoff. At the layoff meeting, the employee will be provided with an information packet which includes a layoff notice, a Nursing Home seniority list, a list of Nursing Home and Champaign County vacancies, unemployment information, and a copy of this contract Article.

The Employer shall give employees affected by a layoff a questionnaire regarding recall options. The employee shall notify the Employer within five (5) working days of her/his desired recall options, including shifts and position classifications.

35.04. Laid off employees, within five (5) working days, may exercise seniority rights with respect to any other position classification, provided the employee has the ability to perform the work of the employee who is to be displaced by him/her. Such displaced employee shall then be subject to the provision of this Article.

Employees should complete an application if they wish to be employed in another County position outside of the bargaining unit.

35.05. Recall. When a vacancy occurs in the bargaining unit, employees shall be recalled in the inverse order in which they were laid off. Employees shall have recall rights to bargaining unit positions for which they are qualified, regardless of job title. Vacancies shall be filled through recall prior to posting the position.

Employees internally displaced (demoted, bumped, transferred) as a result of a layoff shall have recall rights to their former position classification, by seniority.

An employee's right to recall shall be for a period of twelve (12) months. The employee shall retain and accumulate seniority during such layoff. Employees are responsible for keeping their contact information updated with the Employer during a layoff.

35.06. To be eligible for recall, a laid-off employee shall notify the Employer of her/his intention to return to work within:

- (a) five (5) working days after notification of recall is received, or
- (b) fourteen (14) days from the date the notification is mailed by certified mail return receipt requested, to his/her last address known to the Employer, whichever is first.

The employee shall return to work within ten (10) working days of notification to the Employer of her/his intention to return to work.

**ARTICLE XXXVI**

**Hours of Work**

36.00. General Provisions

(a) The regular, full-time work day shall be 8 ½ hours, including the breaks set forth in Section 36.03. The official work schedule(s) for employees in this bargaining unit shall be as follows:

**(1) ADMINISTRATION**

Receptionists

M-F, 7:30 AM - 4 PM	6:30 AM – 3 PM
M-F, 8 AM - 4:30 PM	8:30 AM – 5 PM
M-F, 8:30 AM - 5 PM	5 PM – 9 PM and weekends/holidays 7 AM – 3 PM

or

3 PM – 9 PM

**(2) ENVIRONMENTAL SERVICES (Including Housekeeping, Laundry and Maintenance)**

5:30 AM - 2 PM	12:30 PM – 9:00 PM (Laundry only)
6:30 AM - 3 PM	6:30 AM – 3:00 PM (Maintenance only)
11:30 AM – 8:00 PM	7:00 AM – 3:30 PM (Maintenance only)
8:00 PM – 4:30 AM	8:00 AM – 4:30 PM

One part time Linen Service Worker works 6 AM - 2:30 PM and 6 AM - 12 PM on a rotating schedule.

**(3) NURSING DEPARTMENT (Includes ARD Dept.)**

CNA:

8 Hour Shift

5:30 AM - 2:00 PM  
6:30 AM – 3:00 PM  
2:30 PM – 11:00 PM  
10:30 PM – 7:00 AM

12 Hour Shift

5:30 AM – 6:00 PM  
6:30 PM – 7:00 AM  
6:30 AM- 7:00 PM

2:30 PM – 3:00 AM  
2:30 AM – 3:00 PM  
10:30 PM – 11:00 AM  
10:30 AM – 11:00 PM

16 Hour Shift

5:30 AM – 10:00 PM  
2:30 PM – 7:00 AM  
10:30 PM – 3:00 PM  
6:30 AM – 11:00 PM

**The Employer may offer partial shifts to meet the needs of the Nursing Home.**

CNAs can volunteer to work for four (4) hour shifts immediately following or preceding their regular shift, based on operational necessity and their own availability. Four hour shift availability shall be posted once a week.

Unit Secretary 6:30 AM – 3:00 PM  
2:30 AM – 11:00 PM

Medical Records Clerk 6:30 AM - 3 PM

**(4) BEAUTY SHOP**

M-F, 6 AM - 2:30 PM  
M-F, 8 AM – 4:30 PM  
M-F, 8:30 AM – 12:30 PM

**(5) ACTIVITY**

7:45 AM - 4:15 PM - Activity Assistants

Except that Activity Assistants will work two (2) days per month from 7:45 AM to 2:15 PM and 6 PM – 8 PM and one (1) Saturday every seven (7) weeks from 8:30 AM to 4:30 PM.

8 AM - 3 PM M-Th and 8 AM - 2:30 PM F - Volunteer Coordinator

**(6) SOCIAL SERVICES**

8 AM - 4:30 PM and one (1) out of every three (3) weekends

**(7) REHAB DEPT.**

6 AM - 2:30 PM  
6:30 AM - 3 PM

7:30 AM - 4 PM

**(8) DIETARY:**

FSW, Kitchen Steward and Cook:

5:00 AM - 1:30 PM

6:30 AM - 3 PM

8 AM - 4:30 PM

11:30 AM - 8 PM

4 PM - 8 PM

**(9) ADULT DAY CARE**

7:30 AM – 4:00 PM

8 AM - 4:30 PM

(b) Employee work schedules shall be provided by the 23<sup>rd</sup> of each month, for the following month.

(c) The above starting and quitting times shall not be changed without thirty (30) days notice to the Union except that an individual employee may agree with the Employer to a temporary change for up to thirty (30) days in which case the Employer shall so notify the Union. The Employer shall make reasonable efforts to accommodate those employees whose personal needs conflict with the new hours. Reasonable efforts allow the Employer to take into account staffing needs, the number of requests for alternative schedules, the provisions of the Collective Bargaining Agreement and the best interests of the residents.

(d) An employee may agree to work consecutive (no shift splitting) hours outside of their normal shift or department as a light duty assignment for up to one (1) year if offered by the Employer. In such cases, the above notice requirements would not apply.

(e) The Employer shall have the sole and exclusive right to determine whether “limited or light duty” work is available. Employees with work-related injuries shall be given preference when determining who shall be given a light duty assignment. Employees on light duty as a result of a non-work related injury may be bumped from their light duty assignments by employees in the same position classification with work-related injuries. For this purpose, the least senior non-work related employee will be bumped first provided his/her work restrictions are comparable to the employee injured at work. This “limited or light duty” work shall be considered a temporary offering and not the creation of a new permanent position. Employees who have limited or light duty at the time the Agreement is ratified shall not be subject to the six months limit.

36.01. Definitions.

(a) The “work week” is defined as the 168 hours commencing at 12:00 a.m. Sunday and running to midnight the following Saturday.

(b) "Time worked" is defined as all time on duty.

37.02. "Overtime Payment".

(a) Employees shall be paid at the rate of one and one-half (1 ½) times the employee's straight time hourly rate for all time worked in excess of forty (40) hours per workweek.

(b) No employee's regular work schedule shall be altered in order to avoid payment of overtime.

(c) An additional one-half (½) hour unpaid meal period shall be allowed when employees work three (3) or more additional hours immediately prior or subsequent to their regular shift.

36.03. Breaks

(a) Rest Periods

Employees shall be allowed a total of thirty (30) minutes uninterrupted rest period(s) during each full time shift as scheduled by the supervisor or the department head based on operational need. Rest periods will not be shorter than fifteen (15) minutes each unless mutually agreed upon between the supervisor and the employee.

(b) Meal Periods

Work scheduled for regular full time employees shall provide for the work day to be broken at approximately mid-point by an uninterrupted, unpaid meal period of thirty (30) minutes. Employees shall have the right to leave the work site during such periods with the approval of the supervisor.

36.04. Work Schedule Selection

On January 1 through 5 of each year, employees shall have an opportunity to exercise seniority for shift assignments within their position classification. Any changes in shift assignment pursuant to this process shall be effective March 1 of each year. Notice of changes in shift assignments pursuant to this process shall not be subject to the thirty (30) day notice requirement for changes in hours of work.

36.05. Additional Shifts for Certified Nurse Assistants (CNAs)

(a) A CNA may request to work additional shifts. A CNA must give notice of his/her desire to work additional shifts by writing his/her name and current phone number on the "on call" list provided by the Employer.

(b) A CNA must provide notice of his/her desire to work an additional shift at least four (4) hours prior to the start of the shift for which she/he is available. The number of hours prior to a shift that notice must be provided is subject to change based on the no penalty cancellation policies of the staffing agencies with which the Employer has contracts. The Employer will meet and confer with the Union prior to any such change.

(c) CNAs will be contacted to work additional shifts when available in order of seniority.

(d) If a CNA gives adequate notice of availability and the Employer does not permit that CNA to work the shift requested and in stead uses agency staff, then that CNA will be paid for the shift or portion thereof that she/he would have been entitled to work at the rate of pay she/he would have received had she/he actually worked the requested shift or portion thereof. A CNA will not be paid as set forth in the previous sentence if the Employer attempted to contact the CNA at least once but was unable to reach the CNA at the number she/he listed on the "on call" list. When there is a dispute as to whether or not a CNA was contacted, the Employer will confirm that such CNA was contacted by producing the phone log for the phone used to contact the CNA.

(e) A CNA who volunteers and works an additional shift pursuant to the above provisions shall receive a minimum of two (2) hours pay at the applicable rate.

#### 36.06. On Call List for Dietary and Housekeeping.

Employees in the Dietary and Housekeeping Departments may request to be placed on an "On call" list maintained by the Employer. Such list shall be maintained by each of the two departments for voluntary recall by shift. In the event the Employer determines a need for more employees on a shift in either of these departments, and no departmental employee present elects to remain & work the following shift, the Employer shall contact those employees on the list in order of seniority to work the needed shift. An employee must give notice of her/his desire to work additional shifts by writing her/his name, current phone number, and availability on the "on call" list provided by the Employer.

### **ARTICLE XXXVII**

#### **Discipline and Discharge**

37.00. The Employer shall have the right to discipline or discharge any post-probationary employee with just cause. The Employer agrees that disciplinary action shall be given to the employee within thirty (30) days of: (a) the employee's return to work, or (b) after the Employer is aware of the alleged event or action giving rise to the discipline and has a reasonable period of time, fifteen (15) days, to investigate the matter, whichever is later. For purposes of discipline under the Absence/Tardiness Policy Article only, the Employer agrees that disciplinary action shall be given to the employee within fifteen (15) days of the Employer becoming aware of the alleged event or action giving rise to the discipline.



If an employee is placed on administrative leave pending the outcome of an investigation that may lead to discipline, she/he will be paid for scheduled working hours lost while on administrative leave if as a result of the investigation, no disciplinary action is taken or the discipline issued is an oral warning or written reprimand. If as a result of the investigation, the employee is dismissed or suspended, she/he will not be paid for scheduled working hours lost while on administrative leave, unless the length of the suspension is shorter than the administrative leave. For example, if a five-day administrative leave results in a three-day suspension, the employee shall be paid for scheduled working hours lost due to the two-day difference.

37.01. The parties agree with tenets of progressive and corrective discipline. Discipline is defined as an oral warning or reprimand, a written reprimand, suspension, or discharge. This type of disciplinary action imposed shall be based on the seriousness of the offense. Disciplinary action may include one or more of the following:

- Oral warning or reprimand (written notice to be given)
- Written reprimand (written notice to be given)
- Suspension (written notice to be given)
- Discharge (written notice to be given)

37.02. Discussion forms serve to counsel employees or otherwise commemorate events (both positive recognition and corrective feedback), and are not a step in the disciplinary process. The Employer shall remove any discussion form older than twelve (12) months during an annual review.

37.03. If the Employer has reason to discipline an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

37.04. For discipline other than oral warnings, the Employer shall notify the employee of a pre-disciplinary meeting, the right to Union representation, and the reason for the meeting. At the meeting, the Employer shall discuss the reason(s) for the contemplated discipline and provide its evidence supporting the discipline. The employee and the Union representative shall have the right to respond, rebut or clarify the facts providing the basis for the discipline. If the Employer determines to investigate the situation further, the employee and the Union representative will be given the opportunity to respond to any new or different information prior to discipline being implemented. The Employer cannot introduce new evidence to support the discipline after the discipline is issued.

In the event disciplinary action is taken against an employee, the Employer shall furnish the employee and the Union a written statement of the reasons therefore. Once the measure of discipline is determined and imposed, the Employer shall not increase it from the particular incident of misconduct unless new facts or circumstances become known. If the Employer is considering increasing the measure of discipline, the employee and the Union will be given the opportunity to respond, rebut or clarify the facts before such a determination is made by the Employer.

37.05. An employee shall be entitled to the presence of a Union Representative at an investigatory interview if she requests one, and if the employee has reasonable grounds to believe that the interview may be used to support disciplinary action against her.

37.06. Any documented oral warning or reprimand will not be considered in discipline after one (1) year if there has been no recurrence of the type or kind of conduct giving rise to the oral warning or reprimand. Any documented written reprimand will not be considered in discipline after two (2) years, if there has been no recurrence of the type or kind of conduct giving rise to the warning. Any documented suspension will not be considered in discipline after three (3) years, if there has been no recurrence of the type or kind of conduct giving rise to the suspension.

## **ARTICLE XXXVIII**

### **Grievance Procedure**

38.00. Definition - A grievance is defined as a difference of opinion raised by a non-probationary employee, the Union, or the Employer involving the meaning, interpretation, or expressed provisions of this Agreement.

38.01. Purpose - The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as practicable so as to ensure efficiency and employee morale. No employee making good faith use of this procedure shall be subject to any reprisals.

38.02. Procedure

Grievances will be processed in the following manner and within the stated time limits. Time extensions beyond those outlined below may be arranged by written mutual agreement of the parties concerned. Grievances involving termination shall be processed directly to Step 2.

No employee or Union steward shall leave her work to investigate, file or process a grievance without first notifying and obtaining the permission of his/her supervisor. If necessary, grievances may be investigated during an employee's working time, but it shall be without pay. Permission to investigate grievances during an employee's working time, when necessary, shall not be unreasonably denied. The investigation, filing and processing of grievances shall primarily be the responsibility of the steward. Time spent investigating grievances during working hours shall be reasonable and by agreement between the Union and the Employer. Scheduling of grievance hearings shall be by mutual agreement between the Union and the Employer.

Grievances shall be processed in the following manner:

a. Union or Employee Grievance

**Step 1** The aggrieved employee(s) and/or Union can first present the issue verbally to the immediate supervisor to determine if the matter may be resolved informally. If the matter is not resolved informally, or the Union foregoes the informal option, the grievance shall be reduced to writing. The written grievance shall be delivered by hand delivery to the Department Head or her/his designee within fourteen (14) days of the occurrence of the incident, not including the day of the incident. For CNAs, the Director of Nursing or Nursing Department Head, or designee, shall be the Department Head to whom grievances should be presented. The employee(s) may be accompanied by a Union Representative in the presentation.

The written grievance shall include the following information:

- i) Identification by section number of the provisions of the Agreement that the employee(s) and/or Union claims have been violated. Claims relating to contractual provisions not specifically identified in the written grievance are not deemed waived.
- ii) A brief statement of the specific conduct which has violated the provisions identified;
- iii) The name of those employees or employer representatives responsible for the conduct giving rise to the grievance, if and to the extent known; and
- iv) The remedy sought in the grievance process.

The Department Head shall meet and discuss the grievance with the grievant and the Union. The Department Head or his/her designee shall have fourteen (14) days following the presentation, not including the day of the presentation, to study the grievance; confer with the Union Representative, Union Steward, and/or grievant(s), and attempt to resolve the dispute; and give a written response. If the grievance is not satisfactorily resolved in that time period, the Union may proceed to Step 2. If no response is given within fourteen (14) days following the presentation, not including the day of the presentation, the grievance will be deemed denied and automatically advanced to the Step 2.

**Step 2** The Union must deliver the written grievance by hand delivery to the Nursing Home Administrator or the Assistant Administrator within seven (7) days after the Step 1 response was received. If the grievance is not delivered within this period, it is deemed withdrawn unless it was automatically advanced to Step 2.

The Nursing Home Administrator or his/her designee shall meet and discuss this grievance with the grievant and Union.

The Nursing Home Administrator or his/her designee shall have authority to examine all issues presented in the original grievance, unless barred from doing so by prior written settlement.

By mutual written agreement of the Nursing Home Administrator or his/her designee and the Union, the grievance may be remanded back to Step 1. If this is done, all deadlines and procedures shall apply to the grievance at Step 1 as if it were presented for the first time at Step 1, except:

- i) the grievance is treated as if filed at Step 1 on the date of remand;
- ii) the initial deadline to file the grievance does not apply, provided that it was initially filed at Step 1 in a timely manner; and
- iii) the written agreement to remand the grievance may narrow the issues for consideration.

The Nursing Home Administrator or his/her designee will submit his/her decision in writing within seven (7) days of the Step 2 meeting, not including the day of the meeting. If the grievance is not satisfactorily resolved within that time period the Union may proceed to Step 3. If no response is given within seven (7) days of the Step 2 meeting, not including the day of the meeting, the grievance will be deemed denied and automatically advanced to the Step 3.

**Step 3** The Union representative must deliver the written grievance to the Chair of the County Board or his/her designee within seven (7) days after the Step 2 response was received. If the grievance is not delivered within this period, it is deemed withdrawn unless it was automatically advanced to Step 3.

The Chair of the County Board or his/her designee shall meet and discuss this grievance with the grievant and Union within seven (7) days following receipt of the grievance.

The Chair of the County Board or his/her designee shall have authority to examine all issues presented in the original grievance, unless barred from doing so by prior written settlement.

By mutual written agreement of the Chair of the County Board or his/her designee and the Union, the grievance may be remanded back to Step 2. If this is done, all deadlines and procedures shall apply to the grievance at Step 2 as if it were presented for the first time at Step 2, except:

- i) the grievance is treated as if filed at Step 2 on the date of remand;
- ii) the deadline to file the grievance at Step 2 does not apply, provided that it was initially filed at Step 2 in a timely manner; and
- iii) the written agreement to remand the grievance may narrow the issues for consideration.

The Chair of the County Board or his/her designee will submit his/her decision in writing within seven (7) days of the Step 3 meeting, not including the day of the meeting. If the grievance is not satisfactorily resolved within that time period, the

Union may proceed to arbitration. If no response is given within seven (7) days of the Step 3 meeting, not including the day of the meeting, the grievance will be deemed denied and automatically advanced to the Arbitration.

**Mediation** By mutual agreement, the parties may engage in mediation of any grievances pursuant to this Article.

**Arbitration** Grievances not resolved at Step 3 may be referred to arbitration, subject to the arbitration procedures set forth below, within seven (7) days of receipt of an answer from the Employer in Step 3. If a grievance is not referred to arbitration within this period, it is deemed withdrawn unless it was automatically advanced to arbitration. For purposes of applying this deadline, a grievance is referred to arbitration at the point the County Board Chair receives a written demand to arbitrate the grievance from the Union.

38.03. Arbitration Procedure

a. Selection of Arbitrator

Either of the parties may request the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a panel of nine (9) arbitrators from which the parties shall make a selection within thirty (30) days of receipt of such panel, by each side striking a name from the list. However, either party has the right to reject one entire panel. The party requesting arbitration shall make the first strike and the last name remaining on such list shall be deemed selected jointly as the neutral arbitrator. The party requesting arbitration shall send the arbitrator a letter notifying him/her of his/her selection and requesting that she/he set a date and time for arbitration, subject to the availability of the Employer and Union representatives.

b. Authority of Arbitrator

The arbitrator shall have authority and jurisdiction only to interpret and apply the provisions of this Agreement insofar as shall be necessary to rule on the specific issues submitted to him/her in writing by the Employer and Union. The arbitrator shall have no authority to make a decision on any other issue not so submitted to him/her. The arbitrator shall be without power to make decisions contrary to, inconsistent with, or modifying or varying in any way, applicable State or Federal laws. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The selected arbitrator shall not have the jurisdiction or authority to add to, detract from, or alter in any way the provisions of this Agreement.

c. Issues of Arbitrability

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination of arbitrability. Once a determination has been made that the matter is arbitrable, the arbitrator shall then proceed to hear the merits of the dispute. However, a final award on the merits of the dispute shall not be rendered until a decision is made that the dispute is arbitrable.

d. Effect of Decision

The decision of the arbitrator shall be final and binding upon the Employer, the Union and employee(s), subject only to the right of appeal as provided for under statute or other applicable law.

e. Deadline for Decision

The arbitrator shall submit his/her award thirty (30) days following the arbitrator's receipt of the transcript of the proceedings or the submission of briefs by the parties in accordance with a briefing schedule set by the arbitrator, whichever is later, unless the parties agree otherwise.

f. Expenses of Arbitration

The fee and expense of the arbitrator and the cost of a single copy of a written transcript for the arbitrator shall be borne equally the parties; however, each party shall be responsible for compensating its own representatives and witnesses, and purchasing its own copy of the written transcript.

38.04. Exclusivity - It is agreed that the procedure herein for settling disputes by arbitration, shall be used to the exclusion of any other means available to the Employer, the Union and the employee(s), except as the parties may agree upon in writing.

38.05. Time Limit for Filing - Time limits may be extended by written agreement of the parties. If a grievance is not appealed to the next Step within the specified time limit or any agreed extension thereof, it shall be considered withdrawn unless it was automatically advanced to the next Step as a result of the Employer's failure to respond within the relevant time limits or any agreed extension thereof.

38.06. Miscellaneous

By mutual written agreement of Employer and Union, grievances may be filed at the appropriate advanced Step.

Grievances may be withdrawn at any time. By such withdrawal, the facts giving rise to the grievance will be withdrawn with prejudice, and the applicable issue of contract interpretation will be withdrawn without prejudice.

Grievances may be settled in writing at any time. Unless a written settlement specifically states otherwise, a written settlement of a grievance at a lower Step shall bar appeal of all issues contained in the grievance to a higher Step of the grievance process. If the settlement specifically allows appeal of some but not all issues, it shall set forth with particularity which issues may still be appealed.

Employees shall be responsible for obtaining prior approval from their supervisors to attend grievance meetings and arbitration hearings. Such approval will not be unreasonably withheld.

The Union or the Employer may request the production of specific documents, books, papers, or witnesses, reasonably available from the other party and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted, shall be in conformance with applicable laws, and rules issued pursuant thereto, governing the dissemination of such materials. Such request may be denied if there is reasonable basis to do so, such as if materials sought are irrelevant to the issue presented, or if disclosure of the information would be contrary to law.

## **ARTICLE XXXIX**

### **Casual Days**

39.00. All Fridays will be casual days, as defined by the Employer's Dress Code policy.

## **ARTICLE XL**

### **No Strikes or Lockout**

40.00 During the term of this Agreement, there shall be no work stoppages, slow downs or stoppages in support of another local or Union. No officer or representative of the Union shall authorize, institute, instigate, aide or condone any such activities. Any employee who violates the provisions of this section shall be subject to discipline up and to including discharge by the Employer.

40.01 No lockout of employees shall be instituted by the Employer or its representatives during the term of this Agreement.

## **ARTICLE XLI**

### **Authority of the Contract**

41.00. If any provision of this Agreement is found by a court or administrative body with jurisdiction over the parties and the subject matter to be in conflict with a state or federal

statute, the parties shall meet to renegotiate the invalidated provision. All remaining provisions of this Agreement shall remain in full force and effect.

41.01. In the event of a conflict between a provision of this Agreement and any regulation, resolution, ordinance, or rule of the Employer, the provisions of this Agreement shall control.

41.02. This contract is subject to applicable Federal and State Laws and regulations issued thereunder as may be amended from time to time. In the event of a conflict between applicable Federal and/or State laws and regulations issued thereunder and this contract, the former shall prevail.

## **ARTICLE XLII**

### **Entire Agreement**

42.00 This agreement may only be amended during its term by the parties' mutual agreement in writing.

42.01 To the extent there is a conflict between the provisions of this Agreement and prior agreements and understandings, oral or written, expressed or implied, between the parties, it is the intent of the parties that the provisions of this Agreement shall supersede.

42.02 To the extent the parties are obligated by law to recognize the past practices of the Champaign County Nursing Home, the past practices of the Champaign County Nursing Home shall be binding only on the Champaign County Nursing Home and shall not be evidence of past practices for any other Champaign County Department or Office. Moreover, the past practices of any other Champaign County Department or Office shall not be binding on the Champaign County Nursing Home nor shall they be evidence of the past practices of the Champaign County Nursing Home.



**ARTICLE XLIII**

**Term of the Agreement**

43.00. This Agreement shall be effective upon acceptance by the County Board and shall continue in full force and effect until December 31, 2016, and thereafter from year to year unless, no more than one-hundred twenty (120) and at least sixty (60) days prior to December 31, 2016, either party gives written notice to the other of the intention to amend or terminate this agreement.

IN WITNESS WHEREOF, the parties hereto have set their hand this \_\_\_\_ day of \_\_\_\_\_, 2014.

EMPLOYER

UNION

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT "A"**

**DUES AND FAIR SHARE INFORMATION  
REGARDING LABOR CONTRACTS BETWEEN  
THE AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES  
AND THE COUNTY OF CHAMPAIGN**

You have been hired to a position with the Champaign County Nursing Home which is governed by a labor contract between the County of Champaign and the American Federation of State, County & Municipal Employees ("AFSCME"). Pursuant to the terms of the contract and the Illinois Public Labor Relations Act (5 ILCS 315/6), the County will deduct a fair share assessment as designated by AFSCME from your bi-weekly paycheck. The fair share assessment does not entitle you to full membership with AFSCME. However, you may attain full membership by signing a membership card and dues deduction authorization.

The fair share assessments and membership dues effective \_\_\_\_\_ are as follows: (These rates are subject to change at the discretion of AFSCME.)

	<u>Dues</u>	<u>Fair Share</u>
Full Time Employee		
Part Time Employee (75% Rate)		
Part Time Employee (50% Rate)		

If you have questions regarding membership with AFSCME, please contact one of the following Union Stewards:

<u>Name</u>	<u>Department</u>	<u>Shift</u>	<u>Phone Number</u>
-------------	-------------------	--------------	---------------------

## **APPENDIX A**

### **Administrative Leave Notice**

**You are hereby placed on Administrative Leave pending the outcome of an internal investigation. During Administrative Leave you will not be permitted to return to the facility unless requested by your supervisor.**

**The reason you are placed on Administrative Leave is:**

- a) allegation of abuse or neglect**
- b) alleged conflict in the workplace**
- c) alleged policy violation**

**Administrative Leave provides the facility an opportunity to investigate an allegation of one of the above listed categories. Your supervisor will interview you regarding the allegation either before you leave the building today or at some point during your Administrative Leave. Please provide your supervisor with a telephone number where you can be reached for periodic communication during the investigation.**

**An employee alleged to have mistreated, abused, or neglected a resident will be placed on administrative leave until the investigation into the alleged abuse or neglect has been completed in accordance with current State law requirements. Placing an employee on administrative leave during an investigation of alleged resident abuse or neglect is in no way indicative of the truth of the allegations, and does not presume that an employee has abused or neglected a resident. Administrative leave under such circumstances presumes that the employee has not acted as alleged but is necessary to allow the investigation to occur.**

**Pursuant to Article 37 of the collective bargaining agreement, Administrative Leave time is paid for scheduled working hours lost unless the investigation results in your suspension or dismissal.**

**If you have any questions regarding this Leave or the status of the investigation, please contact your supervisor or the Administrator.**

**Thank you**