

**AGREEMENT**  
**between**  
**COUNTY OF ROCK ISLAND**  
**and**  
**AMERICAN FEDERATION OF STATE, COUNTY**  
**AND MUNICIPAL EMPLOYEES**

**COUNCIL 31 - LOCAL 2371**

**DECEMBER 1, 2015**

**TO**

**NOVEMBER 30, 2018**

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## AGREEMENT

- A. This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_ 2016, by and between the county of Rock Island, acting by and through the County Board of Rock Island County, hereinafter referred to as the "Board" and/or "Hope Creek" and/or "Care Center", and the American Federation of State, County, and Municipal Employees, AFSCME, and its affiliated Local Union No. 2371, hereinafter called the Unions, on behalf of the employees of Hope Creek Care Center, recognized and referred to in Article I — Recognition of this Agreement.
- B. Whenever in this Agreement he or related pronoun may appear, they have been used for literary purposes and are meant to include all human-kind, specifically, both female and male sexes.

## ARTICLE 1 - RECOGNITION

### Section 1

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



**Section 2**

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

**ARTICLE II - CHECK-OFF**

**Section 1**

- A. The Board shall deduct Union dues, including initiation fees, from the pay of employees so covered by this Agreement who authorize such deductions in writing and shall remit such dues on a monthly basis, together with an itemized statement, to A.F.S.C.M.E. Council 31, after deductions are made. Deductions shall be made thereafter as long as the properly executed authorization for check-off dues form is in effect. Employees may terminate the dues check-off authorization at any time by the employee giving at least thirty (30) days' written notice of such termination to the Payroll Department and the Union. The Union agrees and does hereby indemnify to save the Board harmless from any and all claims, demands, suits, or liabilities whatsoever which may arise out of or by reason of any action taken by the Board making the wage deductions hereinabove described.
  
- B. Hope Creek shall not be liable to the Union by reason of the requirements of this Article for remittance or payment of any sum other than the constituting actual deductions made from the employees' wages earned.

**Section 2**

- A. During the life of this agreement any employee who is a member of the Union may authorize the County or its designated representative to deduct political contributions from compensation earned by submitting and signing an "Authorization for Voluntary Payroll Deduction National People Committee" card. The Union will furnish to the County, for each employee for whom a deduction is to be made, an authorization card signed by the employee. The County will make such authorized deductions from checks

on the same basis as Union Dues deductions and will forward the deductions to the Union with the dues deductions.

- B. Employees who wish to cancel their authorization for payroll deductions will sign a card supplied by the Union for that purpose.
- C. The Union will indemnify and hold harmless the County from any and all liability or claims arising from administrative error resulting from the deductions provided for in this agreement.

### **Section 3**

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

- D. The Union will indemnify and hold harmless the County from any and all liability or claims arising from administrative error resulting from the deductions provided for in this agreement.

**ARTICLE III**  
**EFFECT OF AGREEMENT**

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

**ARTICLE IV**  
**NON-DISCRIMINATION**

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

## ARTICLE V UNION RIGHTS

### Section 1 Access to Premises by Union Representatives

The Employer agrees that AFSCME staff representatives shall have reasonable access to the premises of the Employer, giving notice upon arrival to the appropriate Employer representative. Such visitations shall be for the reason of the administration of this Agreement and such access shall be limited to the non-work time of employees covered by this Agreement.

### Section 2 Union Bulletin Boards

The Employer shall provide one bulletin board in the hallway near the time clock. The board shall be for the sole and exclusive use of the Union; however, any posting shall not be defamatory in nature. The Union may post official meeting notices near the employee time hand scanner on the first floor. The parties agree that the bulletin board will not be moved except by mutual agreement.

### Section 3 Information Provided to Union

Upon request, the Employer agrees to provide the Union Local President and Staff Representative with a copy of any information given to employees regarding the following personnel transactions on a work location basis upon final approval by the Employer: new hires, promotions, re-allocations, reemployment, transfers, leaves, returns from leave, suspensions, discharges, resignations, and lateral transfers. The Employer also agrees to provide the Union Local President and Staff Representative with the home address and telephone numbers of this bargaining unit's Employees whenever an Employee roster is printed.

In addition, the Employer shall furnish the Union Local President and Staff Representative every six months with the current seniority rosters and reemployment lists. The Union may request such information more frequently, and such requests shall not be unreasonably denied.

### Section 4 Orientation Materials for New Hires in Bargaining Unit Positions

The Union may provide a Union orientation to all new employees. Such orientation shall take place at a mutually agreeable time. The parties will cooperate to facilitate the scheduling of this orientation consistent with resident/patient care responsibilities and the needs of the facility.

## **Section 5 Time Off for Union Activities**

No more than four (4) Local Union representatives at any one time shall be allowed time off without pay for legitimate Union business such as State or Area wide Union committee meetings, Union training sessions, State or International conventions, provided such representative shall give reasonable notice (at least one month's notice) to his/her supervisor of such absence and shall be allowed such time off if it does not substantially interfere with the operating needs of the Employer. The Employee may utilize any accumulated time off in lieu of taking such leave without pay. Such time off shall not be detrimental in any way to the Employee's record.

## **Section 6 Union Leave**

The Employer shall grant requests for leaves of absence made by employees for the purpose of allowing the Employee to serve as a Union representative or officer. Such leave shall be unpaid; however, the Employee shall continue to accrue seniority. Any request shall be made reasonably in advance. The Employer may replace the Employee during such leave and reinstatement is not guaranteed, but will depend on the circumstances in existence at the time the Employee seeks to return.

## **ARTICLE VI** **MANAGEMENT RIGHTS**

### **Section 1 Rights Residing in Management**

Except as amended, changed or modified by this Agreement, the Employer retains the exclusive right to manage its operations; determine its policies, budget and operations, the manner of exercise of its statutory functions, and the direction of its working forces, including but not limited to:

- a. The right to hire, promote, demote, transfer, evaluate, allocate, and assign employees work and overtime;
- b. To discipline, suspend, and discharge for just cause;
- c. To relieve employees from duty because of lack of work or other legitimate reasons;
- d. To determine the size and composition of the work force, to make and enforce reasonable rules of conduct and regulations;
- e. To determine departments, divisions, sections, and work to be performed therein;
- f. To determine the number of hours of work and shifts per work week including part-time;

- g. To establish and change work schedules and assignments;
- h. To introduce new methods of operation; and
- i. To eliminate, subcontract, contract, and/or relocate or transfer work for legitimate business reasons.

## **Section 2 Notice**

If the Employer exercises the rights set forth in section 1(i) above, it will give the Union reasonable notice, not to be less than 35 days, before it implements its decision. Upon written request by the Union, the Employer shall bargain the effects of its decision on bargaining unit Employees. During any such effects bargaining, all other contract provisions shall remain in effect and there shall be no duty on the part of the Employer to delay implementing its decision.

## **ARTICLE VII**

### **DISCIPLINE**

#### **Section 1 Employee Discipline**

The Employer shall not discipline or discharge any regular employee without just cause. The Employer further agrees that disciplinary action shall be in a timely fashion and shall be done in a manner that will not embarrass the employee. Before disciplining an employee, an Employer representative shall meet with and inform him/her of the events giving rise to the discipline and the contemplated action to be taken, and the employee shall be given an opportunity to respond before discipline is imposed. The Employer shall indicate to the employee that the meeting may result in disciplinary action. The employee may request and have a Union representative present at such meeting. Any meeting called by the Employer to discuss discipline shall be conducted without loss of pay.

#### **Section 2 Progressive Discipline**

The Employer agrees with the tenets of progressive and corrective discipline and disciplinary action will generally follow the following pattern: oral reprimand (noted in writing); written reprimand; suspension; discharge. The Employer may initiate discipline at any step based on the seriousness of the misconduct. However, any employee who has previously been suspended for any infraction within the previous 12 months shall be subject to discharge for any new founded infraction so long as it is the same or similar infraction. Once the measure of

discipline is determined and imposed, the Employer shall not increase it for the particular act of misconduct unless new facts or circumstances become known and are substantially related to the misconduct. An employee shall have access to their personnel file with reasonable notice.

### **Section 3 Right to Union Representation**

An Employee shall have the right to Union representation at any investigatory interview if the Employee requests one and if the Employee has reasonable grounds to believe that the interview may lead to disciplinary action.

### **Section 4 Coaching**

The parties agree that a “coaching” is not discipline. The parties agree that a “coaching” is not a prerequisite to discipline.

### **Section 5 Unpaid Leave Pending Investigation**

Employees may be placed on unpaid leave pending investigation for a period of up to 30 days. The Employer commits to conduct investigations as quickly as possible. If discipline is determined to be merited but does not result in termination, or an unpaid suspension of an equal or greater number of scheduled work days in an unpaid status, the employee shall be paid for the non-applicable unpaid scheduled work days off during the investigation. At the discretion of the Care Center in lieu of a suspension pending investigation, with an assessment of risk to the resident and/or other employee(s) safety, the Care Center may assign the employee to other duties (inside or outside of their present classification) that the employee is qualified to do at the same rate of pay.

### **Section 6 Work Rules**

The Employer may adopt, change, or modify reasonable work rules or rules of conduct, including an attendance policy. The Employer agrees to post or make available in the appropriate work location, a copy of its applicable work rules/rules of conduct where such rules exist which include but shall not be limited to the Rock Island County Rules of Conduct, the Hope Creek Care Center Code of Conduct, and all work rules, policies, and directives currently in place. Whenever the Employer changes or issues new work rules/rules of conduct applicable to

bargaining unit employees, the Union shall be given at least 30 days prior notice before the effective date of the new or changed rule. The 30-day notice period does not apply in an emergency or in the case of a regulation that requires action in less than 30 days, in which case the Employer will give as much notice as is practicable. Upon request of the Union the parties shall meet and discuss alternatives to the proposed change(s). Work rules/rules of conduct shall be reasonable and shall not conflict with any specific provision(s) of this Agreement. The parties agree that nothing in this section shall limit the rights of the Union to demand to bargain over mandatory subjects of bargaining.

**Section 7 Malicious Statements**

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

**Section 8 Employee Disciplinary Policy**

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

A joint labor/management meeting will occur at least one time per year to review suspensions that have been in an employee's file in excess of two (2) years. If the parties agree, a suspension may be removed from an employee's file. In no instance will a non-abuse related suspension remain in an employee's file beyond four (4) years. An abuse related suspension may only be removed from an employee's file based on mutual agreement of the labor/management committee. The Care Center will furnish the employee with a copy of the disciplinary action.

**ARTICLE VIII**  
**LEAVES OF ABSENCE**

In special cases, the present practice or the Care Center of allowing employees to absent themselves for brief periods, for reasons set out below, will be continued when arrangements are



made in advance. Employees shall not receive any benefits while on leave of absence under this Article, except: 1) the employee shall retain seniority and shall be returned to his classification providing the seniority of the employee permits such return and provided the employee returns to active employment at the expiration of such period; and, 2) employees who are on leave of absence when one or more clothing allowances are granted shall receive only the most recent clothing allowance upon returning to work.

### **Section 1 Jury Service**

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

### **Section 2 Sick Leave**

A. Any employee contracting or incurring any non-service connected sickness or disability which renders such employee unable to perform the duties of his employment shall receive sick leave with pay, provided the employee has accrued sick leave. An employee with accrued sick leave may use up to five (5) days of sick leave per contract year to care for the employee's immediate family. (For the purposes of this Article VIII, Section 2, immediate family is defined as spouse, children, parents, brothers, sisters, spouse's children.) Pregnancy shall be treated as any other illness or non-occupational disability when it renders an employee unable to perform the duties of assigned employment. Employees shall be granted at the sole discretion of the employer and consistent with Federal and State law a medical leave of absence upon request. Sick leave may also be used for appointments with a doctor, dentist, or other professional medical practitioner. Sick leave cannot be taken during the first ninety (90) working days of employment and, except as set out below, must be used for personal illness only. The employee shall notify his department manager on the first work day of illness and each day thereafter prior to the work shift unless covered by a leave of absence or medical practitioner's excuse. The

employer may request a medical doctor's affidavit after three (3) days of absences from work due to illness, and, if such request is made during that absence, the medical doctor's affidavit must be submitted within twenty-four (24) hours after the employee's return to work. Failure to submit the affidavit within twenty-four (24) hours shall result in the absence being unexcused. However, the employer may require a doctor's affidavit for any absence which occurs on any scheduled work day before or after a holiday and on any weekend day an employee is scheduled to work. Sick leave covered by the Workmen's Compensation Act will not be counted against sick leave. Sick leave will not be paid for such a period. The Care Center will furnish a copy of any incident report to the involved employee.

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

B. Work-related Injuries

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

1. The employee has accrued sick leave credit.
2. The employee provides the employer with a statement from his Doctor that they are unable to work during this period of time.

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

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

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

### **Section 3 Bereavement Leave**

When death occurs in the immediate family of an employee, with seniority, such an employee, upon request, will be excused for up to a total of any three (3) days immediately following the death, or preceding or following the funeral or memorial service, provided the employee attends the funeral or memorial service. An employee's immediate family shall include only the following: spouse, children, parents, stepparents, stepchildren, brothers, sisters, grandparents, grandchildren, mother- and father-in-law, sons- and daughters-in-law an employee's sibling's spouse, an employee's spouse's sibling and legal guardian. After making written application thereof, which will show date of death, relationship to the deceased and the fact the employee attended the funeral, the employee shall receive pay on the basis of straight time established rate for any scheduled days of work for which the employee is excused. Employees shall be entitled to an additional day of funeral leave if the funeral is more than 500 miles from the County Courthouse. An employee shall be entitled to bereavement leave when death occurs to his "significant other." "Significant other," for the purposes of this agreement, is defined as any adult person with whom the employee has lived in a domestic relationship and in the same domicile for at least five (5) continuous years or has entered into a Civil Union marriage in accordance with the laws of the State of Illinois. Bereavement leave shall apply to both full-time and part-time employees; however, part-time employees shall only receive pro rata hours of bereavement leave based on the number of hours worked.

### **Section 4 Leave of Absence**

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

## **Section 5**

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

## **Section 6 Personal Days**

Employees will be permitted two (2) personal days off of personal time off each year without loss of pay. Personal days may be used in hourly increments. Employees may use one (1) of their accrued personal days, per contract year, on a schedule weekend day, so long as the day is used on the day before or the day after scheduled vacation time. Employees requesting personal days off shall notify their department managers sufficiently in advance for the scheduling to be consistent with the operating needs of the employer. In the case of an extreme emergency where prior notification is impossible, consideration will be given to each individual case. Employees request of personal days shall not be unreasonably denied. One personal day may be added to the beginning or end of a scheduled week of vacation.

## **Section 7 Part-Time Employees**

Part-time employees shall earn paid leave on a pro-rated basis based on scheduled hours worked. Part-time employees shall accrue no more than forty (40) hours paid leave prorated after completion of their probationary period with an additional no more than 40 hours of paid leave prorated accruing on their first anniversary date. Of these total of 80 hours, the employee may use 16 hours in one (1) hour increments. Each year the first year of employment the part-time employee shall accrue no more than 80 prorated hours of paid leave on his anniversary date. Sixteen (16) of these hours may be used in one (1) hour increments.

## **Section 8 Emergency Leave**

A leave of absence may be granted for an emergency by the Administrator. All requests for emergency leaves must be presented to the Administrator, and/or his designated representative, by the involved employee.

## ARTICLE IX

### LABOR MANAGEMENT MEETINGS

#### Section 1 Labor Management Committee

For the purpose of maintaining communications between labor and management in order to cooperatively discuss and solve problems of mutual concern, there shall be labor management meetings. Such meetings shall be scheduled at a time, place, and date mutually agreed upon. Such meetings may be held when necessary with the mutual agreement of the parties. Such requests shall not be unreasonably denied by either party. Each party shall prepare and submit an agenda to the other one (1) week prior to the scheduled meeting. Minutes shall be taken and forwarded to the parties.

The Union shall be represented by no more than three (3) bargaining unit employees and the Union Staff Representative. Other members of the Bargaining Unit covered by this Agreement with information pertinent to the agenda may attend upon the mutual agreement of the parties. Employees attending shall do so without loss of pay if conducted during the normal scheduled work hours for such employees.

#### Section 2 Quality Improvement Committee(s)

The Employer and the Union agree to establish Quality Improvement Committees as may be mutually agreed to from time to time. Once established, the Committees may meet quarterly or more frequently upon the mutual agreement of the parties. While formal agendas in advance are not required, the number of bargaining unit members attending and topics for discussions will be mutually agreed to. The Employer and the Union agree that decisions made or practices changed as a result of the efforts of these committees may not conflict with the provisions of this Agreement, unless agreed to by the parties and reduced to writing. Employees attending shall do so without loss of pay if conducted during the normal scheduled work hours for such employees.

## ARTICLE X

### GRIEVANCE PROCEDURE

#### Section 1

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

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

## **Section 2**

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

## **Section 3**

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

- A. The grievance shall be reduced to writing and signed by the aggrieved employee and the departmental steward and filed with the department manager within ten (10) working days from when the employee knew or should have known of the occurrence of the event giving rise to the grievance. Any grievance reduced to writing shall specify the specific sections(s) and/or article(s) allegedly violated and shall also state the specific relief sought. The department manager shall, within ten (10) working days from the date the written grievance was presented, arrange a meeting at a mutually satisfactory time with the aggrieved employee and the departmental stewards. The department manager shall formally answer the grievance within ten (10) working days from receipt of the written grievance.
- B. Any grievance which is not carried to Step 2 within ten (10) working days after the department manager's written answer was due in Step 1, shall be deemed settled and shall not be eligible for further processing.

**Step 2** — Between the Hope Creek Administrator and/or his designated representative and the Union Central Committee

- A. Any grievance which remains unsettled after completion of Step 1, shall, if carried to Step 2, be presented to the Hope Creek Administrator by the chairperson of the Union Central Committee.
- B. The Hope Creek Administrator, or his designated representative, shall arrange a meeting to discuss the grievance within ten (10) working days from the date of appeal and formally answer the grievance within ten (10) working days after the meeting at which discussion of the grievance was concluded between the parties. Such written answer shall be presented to the Chairperson and the aggrieved employee.
- C. Grievances of a general character, disciplinary action grievances, and/or grievances involving matters which are outside the jurisdiction of the department manager, may enter the grievance procedure at Step 2.
- D. Any grievance which is not carried to Step 3 within ten (10) working days from the date the Hope Creek Administrator's written answer was due in Step 2 shall be deemed settled and shall not be eligible for further processing.

**Step 3** — Between the Rock Island County Administrator and/or his designated representative(s), the Chairperson of the Union Central Committee, and the Business Representative of the Union and/or Union legal representation.

- A. Should the Union desire to submit a grievance to Step 3, it may be presented by the Union Central committee to the Rock Island County Administrator, and/or his designated representative(s), in writing within ten (10) working days after the response of the Hope Creek Administrator is due. Before the end of the third step grievance meeting, the Union may add to the written grievance any article or section they believe to have been violated. The Rock Island County Administrator, and/or his designated representative(s), shall respond in writing to the Union Central Committee (with a copy of response to the Union President) within ten (10) working days following the next regular scheduled Care Center Committee meeting.
- B. Any grievance which is submitted to Step 3 shall be answered in writing not later than ten (10) working days following the Step 3 hearing.
- C. Any grievance processed through Step 3, and which is not referred in writing to Step 4 within ten (10) working days from the date of the Step 3 answer was due shall be deemed settled and shall not be eligible for further processing.

#### **Step 4—Arbitration**

- A. Grievances involving interpretation and application of the provisions of this Agreement which have been processed through the grievance procedure, and only such grievances, may be submitted to arbitration as provided below.
- B. Should the Union desire to submit a grievance to Step 4, it shall give written notice to the Rock Island County Administrator within ten (10) working days from the date the Rock Island County Administrator's answer was due in Step 3.
- C. In specific cases, by mutual agreement, prior to settling on an arbitrator the parties may request the services of the Federal Mediation and Conciliation Service for a mediator to attempt to mediate the grievance.
- D. The arbitration proceeding shall be conducted by an arbitrator selected by the Rock Island County Administrator or his designee, and the Union within ten (10) working days after notice has been given, if possible. If the parties fail to select an arbitrator, the Federal Mediation and Conciliation Service shall be requested to provide a panel of five (5) arbitrators. Both the Rock Island County Administrator or his designee, and the Union shall have the right to strike out two (2) names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike one (1) name, the process will be repeated; and the remaining person shall be the arbitrator, provided, however, either party may reject the first panel in its entirety.
- E. The jurisdiction of the arbitrator shall be limited to the interpretation and application of the provisions of these Articles and the obligations of the parties under these Articles. The arbitrator shall have no power or authority to add, ignore, modify, or enlarge upon any provision(s) of this Agreement. No decision of the arbitrator shall pertain to matters not at issue in a given case. All decisions of the arbitrator shall be presented in writing and shall be binding upon both parties.
- F. Expenses for the arbitrator's services and the expenses which are common to both parties to the arbitrator shall be borne equally by the County Nursing Care Center and the Union. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.



#### **Section 4**

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

#### **Section 5**

All grievances of discipline for alleged resident abuse must be presented within three (3) working days of the discipline being issued and shall be presented by a written grievance being presented by the Union Care Center Committee to the Nursing Care Center Administrator and/or his designated representative(s). A grievance not filed in compliance with this Section 4 shall be considered waived and the discipline not subject to challenge or further appeal. Upon receipt of a grievance under Section 4, the Employer shall schedule a grievance meeting to occur within ten (10) working days of the employer's receipt of the written grievance and shall notify the Union of the scheduling of the meeting.

Should the Union not accept the employer's response to the grievance in the grievance meeting, it shall serve written notice to the employer within ten (10) working days from the date of the grievance meeting that it requests arbitration and failure to request arbitration within such period of time shall result in the grievance being deemed settled based on the employer's response in the grievance meeting.

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

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

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

**Section 6 Investigation and Processing of Grievances**

The grievant(s) and/or Union grievance representative(s) will be permitted reasonable time without loss of pay during the working hours to investigate and process grievances. A grievant, witness or steward who is called back on his/her day off as a result of the Employer scheduling a grievance meeting shall have such time spent considered as time worked. Witnesses whose testimony is pertinent to the Union's presentation of argument will be permitted reasonable time without loss of pay to attend grievance meetings and/or respond to the Union's investigation. No employee or Union representative shall leave his/her work to investigate, file or process grievance without first notifying and making mutual arrangements with his/her supervisor or designee as well as the supervisor of any unit to be visited, and such arrangements shall not be unreasonably denied.

**ARTICLE XI**  
**SENIORITY**

**Section 1 Purpose and Scope**

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

**Section 2 Definitions**

- A. The term "seniority" wherever used in this Agreement shall mean the relative ranking of employees in the bargaining unit in terms of the employee's continuous full-time employment at the Care Center.

- B. All part-time employees shall have their seniority adjusted based on the annual number of normal hours of work per year (1,950 or 2,080) for their department when being considered for a job vacancy, a layoff, or recall from layoff.
- C. The "classification seniority" of present full-time employees for all purposes covered by this Article shall be as already established by the existing posted list.
- D. The terms "qualifications" and "qualified" wherever used in this Article as descriptive of an employee, shall mean the factors necessary for the satisfactory performance of the work for which the employee is being considered.

### **Section 3 Probationary Period**

- A. The first six (6) calendar months of active employment during the employee's last period of continuous employment, is a probationary period during which there will be no responsibility on the part of the Care Center for the continued employment of the new employee, and discharge of such probationary employee shall not be made subject to a grievance.
- B. When the probationary period is satisfactorily completed, seniority will date back six (6) calendar months from the date of completion of probation.
- C. After a new employee has acquired seniority, the name of the employee and his seniority date shall be placed on the classification seniority list in which he is employed at the time of completion of the six (6) calendar months probationary period.
- D. After a new employee has worked a minimum of three (3) calendar months, they shall be allowed to use accrued benefit time. However, any benefit time used during the probationary period will extend the probationary period by the amount of benefit time used.

### **Section 4 Layoffs**

If the Employer determines a layoff is necessary and employees are removed from a classification for the purpose of reducing the work force in that classification, probationary employees shall be removed first. If the Employer determines further layoffs are necessary, the Employee with the least seniority shall be removed first.

A removed non-probationary employee shall be transferred in the following order of priority at the sole discretion of the employee:

- a. To a vacancy, if any, in another classification in the facility, if the employee is qualified for that position.

b. To replace a probationary employee or the employee with the least seniority, if any, in another classification in the facility, if the employee is qualified for the position.

### **Section 5 Recalls**

An employee with seniority who has been laid off or transferred as a result of layoff shall be recalled to work in accordance with the reverse application of the procedure for layoff. Recall rights shall continue for 12 months after an employee has been laid off.

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

### **Section 6 Posting of Layoffs and Recalls**

A list showing the names of employees who have been laid off or who have been recalled will be made available in the Administrator's office. If any deviation is made from seniority, an explanation will be made upon request. There shall be no redress to the grievance procedure by any employee in connection with layoff or recall unless a grievance is presented within five (5) working days from actual date of layoff or recall.

### **Section 7 Transfer from Seniority Unit**

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

### **Section 8 Loss of Seniority**

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

- A. If he quits, either by (1) notifying the Administrator; or (2) remaining away from work for three (3) consecutive working days or more without a reason satisfactory to the Administrator;

- B. If he is discharged for cause;
- C. If, after layoff out of the Care Center, he fails to report for work within five (5) working days after being notified in writing to his last known address to do so, unless prevented by illness or other reason(s) satisfactory to the Administrator. Employees laid off and desiring to retain their seniority rights must keep their address known to the Care Center.
- D. If he is unemployed by the Care Center for a period of time equal to his length of service prior to layoff or a period of one (1) year, whichever is the lesser. If an employee is absent due to illness or injury for twelve (12) consecutive months, the employee shall be eligible to bid under Article XI, Section 9, for openings for which the employee is qualified.

**Section 9**     **Job Bidding**

- A. When there is a vacancy in the working force or when a new job classification has been created in the bargaining unit, such vacancy or opening shall be posted in accordance with the following procedures:
  - 1. The opening shall be posted on the employee bulletin board and the Union bulletin board and shall list the classification and initial hours of work and initial job location, in which the vacancy occurred and the qualifications necessary for an employee to be eligible to make application for the vacancy.
  - 2. Any employee with seniority, who can qualify or believes himself to be qualified, may apply for the vacancy by submitting a complete "Application for Vacancy" to the office of the Administrator within the period specified.
    - a. No applicant may apply for a transfer under the provision of this section who has been granted a departmental change during the preceding six (6) months by this procedure. No applicant or newly hired employee (with less than six months length of service) may apply for a shift transfer under the provisions of this section who has been granted a shift change during the preceding four (4) months by this procedure.

4. When the vacancy has been posted for five (5) full working days, the Care Center shall accept no more internal applications for the vacancy. For the purpose of this section, “working days” is defined as Monday through Friday excluding holidays observed by the Care Center's business office. From the applications filed, the Administrator shall determine those who are qualified, and from this group, if there should be more than one (1) employee equally well qualified, shall select the most senior qualified applicant on the basis of the employee's continuous length of service. If the applicant selected does not work thirty (30) days in the employee's new position, the Employer shall not be required to repost and shall select a replacement from the existing list of applicants, and if there are no applicants left on the list, the Employer has the right to select the person to fill the vacancy.
- B. No employee selected to fill a vacancy by this procedure shall be placed in the vacancy until the Care Center has secured a replacement for the vacancy caused by the applicant's transfer for ten (10) working days, and the Care Center may fill the listed vacancy temporarily by any method until the replacement had been secured.
  - C. Any vacancy caused by this procedure (i.e. jobs vacated by any employee making application for, and being placed on a listed vacancy) shall be filled by the Care Center by transfer or hire after giving notice of the vacancy by posting a notice on the bulletin board. First consideration will be given to transfer before hiring. In the case of transfer, the seniority and qualifications of the employee will be considered.
  - D. Any employee who fills a vacancy by this bidding procedure, and who within thirty calendar days from the date of transfer (1) fails to perform the job satisfactorily; (2) has his work discontinued; or (3) chooses to return to his former classification, shall be returned to his former assignment, seniority permitting This paragraph shall not apply to employees who transfer to PRN status using the procedures set forth in this Article.
  - E. Should a vacancy occur and it is determined by the Care Center that the position will be filled, the vacancies will be posted within five (5) days of such determination. The determination shall be made as soon as possible. Vacancies shall be filled within twenty (20) days after the job posting has been removed from the assigned bulletin boards.

- F. Employees who transfer to a classification outside the bargaining unit and who within ninety (90) days are transferred back to a classification in the bargaining unit shall retain the bargaining unit seniority they had before being transferred to a classification outside the bargaining unit.

## **ARTICLE XII** **VACATIONS**

### **Section 1 Eligibility**

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

### **Section 2 Eligibility and Allowance**

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

Three (3) weeks' vacation – Six (6) full years of employment.

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

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

### **Section 3 Vacation Pay**

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

### **Section 4 Choice of Vacation Period**

Vacations shall be granted at the time requested by the employee. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the

employee with the greater seniority shall be given his choice of vacation period in the event of any conflict over vacation periods.

Vacation requests are to be submitted during the designated sign-up time frame.

Vacation periods shall be taken each year and scheduled in increments of not less than one (1) week. The posting of the vacation roster shall be no later than September 1<sup>st</sup> and the employee must request his vacation period by December 1<sup>st</sup>. The Employer shall approve or disapprove all requests made during this period by December 30<sup>th</sup>.

Vacation periods scheduled after January 1<sup>st</sup> shall be on a first come first serve basis with the employee providing the employer fourteen (14) days' advance notice in writing except that the employer shall be allowed to approve a request with less fourteen (14) days' notice at its discretion. The approval or disapproval of the vacation request shall be at the sole discretion of the employer. In the event that vacation requests are denied, the employee shall be allowed to carry over the denied vacation to the next year. The employer reserves the right to schedule an employee's vacation during the three months prior to the end of the calendar year.

#### **Section 5      Holiday during Vacation Period**

If any holiday occurs during the calendar week in which a vacation is taken by an employee, the employee's vacation period may be extended at the employee's option by one (1) additional day.

#### **Section 6      Vacation Rights in Case of Layoff or Separation**

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

#### **Section 7      Work During Vacation**

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



## **ARTICLE XIII - HOURS OF WORK AND OVERTIME**

### **Section 1 Work Week**

The work week, Sunday through Saturday, shall remain the same. The work week scheduling shall be done in a manner allowing every other weekend off, providing this manner of scheduling does not become a hardship of Hope Creek in delivering proper care for the residents. The schedule, once established, shall be continuous, and shall be effective for a minimum of fourteen (14) days and the new schedule shall be posted a minimum of two (2) weeks prior to the end of the current fourteen (14) day schedule. All scheduling changes initiated by either the employer or the employee can only be made at the conclusion of the above referred to fourteen (14) days. Tradeoffs initiated by the employee(s) are permitted within a given pay period upon approval of the department manager. This section shall be limited to the changing of days only within the employee's present shift except in an emergency situation. No overtime will be paid on tradeoff days initiated by employees which result in extra work days or hours. Nothing in this section prohibits the Employer from scheduling the following Employees to work consecutive weekends: 1) Employees who volunteer to work consecutive weekends and 2) Employees who are hired specifically to work weekends.

The parties understand the language underlined in the immediately preceding paragraph, to mean that not less than two (2) weeks prior to the end of a fourteen (14) day schedule a new fourteen (14) day schedule shall be posted which means employees will have a minimum of two (2) weeks' notice of schedule changes.

Nothing in this provision will prevent the parties from bargaining and agreeing to changes in the hours of work and scheduling provisions of this collective bargaining agreement. Any changes which deviate from current language would need to be agreed to by both parties.

### **Section 2 Work Shift**

A maximum of eight (8) consecutive hours within a twenty-four (24) hour period shall constitute the regular work shift for employees not in the nursing department. For nursing department employees, a maximum of eight and one-half (8½) consecutive hours within a twenty-four (24) hour period shall constitute the regular work shift.

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

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

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

### **Section 3 Work Schedule**

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

All part-time employees shall be scheduled to work a minimum of twenty (20) hours per week. Work schedules of part-time employees shall be posted with fulltime employees, but not withstanding any other provision in this agreement, the Employer may change the schedule at any time to meet the needs of Hope Creek (for example, due to absences, including unscheduled absences, which is unscheduled time lost from work for any reason, including sick time without prior approval). Each department shall maintain a PRN list of employees who wish to be considered to work more hours than those for which they are originally scheduled.

### **Section 4 Rest Periods**

- A. Any employee who works a minimum of a seven and a half (7½) hour work shift shall be given two (2) fifteen (15) minute breaks, one (1) in the first half of their shift and one (1) in second half of their shift.

Employees shall be allowed to smoke in areas designated by the Employer unless prohibited in the future by County Board action. In the event that the County takes action to further restrict smoking access, the employer agrees to give the Union 30 days' notice.

## **Section 5 Meal Periods**

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

## **Section 6 Overtime Payments**

Time and one-half of the employee's regular hourly rate of pay shall be paid for work either on an 8/80 pay period or 40.0 hour work week:

- a. Based on an employee's classification as having an 8/80 pay period schedule, excluding sick time and personal time, all work performed in excess of eight hours in any one work day or 80.0 hours in a pay period; or.
- b. Based on an employee's classification as having a 40.0 hour per week schedule, excluding sick time and personal time, all work performed in excess of 40 hours in any one work week.
- c. All overtime work must be authorized by an Employer management/supervisory representative.

## **Section 7 Overtime Rotation**

### **A. Overtime Scheduling Procedure**

When the Employer determines the need for overtime, the Employer will request volunteers from the employees holding the job classification in which overtime is to be worked in the following manner:

1. An overtime roster displaying the specific day and shift needs will be posted.
2. Employees interested in working scheduled overtime hours must indicate their interest by signing the roster on the designated line.
3. The roster will be posted two (2) weeks prior to need.
4. Approval will be issued one (1) week prior to the scheduled work date.

5. In the event multiple employees sign up for the same shift, the employer shall either select the most senior employee, or the department may utilize an overtime equalization roster to divide overtime as equally as possible among the employees who volunteer to work overtime in the position classification. Any grievance concerning overtime equalization must be raised no later than six (6) weeks after the work schedule is completed.

The Union may call to the attention of the Employer any variation from the overtime scheduling practice no later than six weeks after a work schedule has been completed and ask for a Labor Management meeting to explain the variance.

**B. Call-In List**

When necessary to fill a vacant shift, the Employer may call, in the following order, flex pool, part-time employees, or employees who have signed the call-in roster. In the latter two categories, preference will be given to employees on the same shift and floor where the vacant shift occurs. After the above categories have been exhausted, the Employer may attempt to contact any other qualified employee who may be available.

In the event non-scheduled overtime occurs, the process for filling non-scheduled overtime shall be through the following: 1) PRN, 2) Part-Time, 3) Call-in roster, 4) Contact anyone available, 5) Holdover least senior qualified employee at time and one-half of their regular pay. Once an employee has been held over, they will go to the bottom of the holdover list.

**Section 8 Holidays**

Hope Creek will recognize the following holidays, subject to the provisions of this

Section:

New Year's Day	Martin Luther King Day
President's Day	Good Friday
Memorial Day	Independence Day
Labor Day	Election Day
Veteran's Day	Thanksgiving Day
Friday after Thanksgiving	Christmas
Employee's Birthday	

Dates that holidays will be observed will be posted on the Employer and Union bulletin boards.

- A. Eligible employees shall receive one (1) day's pay for each of the days listed above on which they perform no work. If a holiday is observed on an employee's scheduled day off, he shall be paid for the unworked holiday or given the option of receiving a compensatory day. Employees who work on Christmas, Thanksgiving, or Labor Day shall be paid two and one-half (2½) times their regular rate of pay for all hours worked on such days in lieu of holiday pay. An employee can choose to bank a holiday; however, no more than five holidays can be banked per fiscal year (December 1 through November 30) and those banked holidays must be taken by the end of the fiscal year. At the end of the fiscal year, management reserves the right to either pay out the employee for the banked holidays or allow them to carry over into the next fiscal year.
  
- B. Employees will not receive pay for the holidays enumerated above under the following conditions:
  1. If they are part-time, temporary employees, or probationary employees.
  2. Employees laid off for lack of work or suspended or discharged for cause.
  3. Holidays occurring during an employee's leave of absence.
  4. Employees absent due to illness or injury the day immediately preceding or immediately following the holiday without delivering a medical doctor's excuse to the Employer upon returning to work will not receive pay for the holiday. This language is interpreted to mean that employees will be expected to provide a doctor's excuse for days on which they report off ill immediately prior to or following a recognized holiday in order to use their accumulated sick leave for those days.
  5. Employees absent due to illness on a holiday and who comply with the requirements in the labor agreement for the use of their accrued sick leave may 1) use sick leave for such absence and receive a compensatory day for the holiday,

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

### **Section 9**

Employees scheduled to work on one (1) of the holidays enumerated above shall be paid double time for their work.

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

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

### **Section 10**

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

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

## **ARTICLE XIV**

### **WAGES**

#### **Section 1**

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

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

When LPNs are assigned to a supervisory position, they shall receive an additional one dollar (\$1.00) per hour.

Any employee beginning their regularly scheduled shift between the hours of 4:00 AM and 12:00 PM noon shall be considered a 1<sup>st</sup> shift employee and shall not receive the shift differential until they have worked at least half an hour overtime into another one of the shifts. (This means that for any hours worked .60 (i.e., 36 minutes) and above on overtime shall then receive the shift differential for the overtime hours worked).

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

Employees will be paid according to the Wage Schedules.

Notwithstanding any other provision in this agreement, the Board and the Union agree that Hope Creek may pay above the amounts stated in the wage schedule to all CNAs to attempt to increase staffing levels. Notice shall be given to the Union prior to the Board implementing increases in pay to CNAs above the amounts stated in the wage schedule. The Central Supply Clerk and Physical Therapy Aide shall receive wage increases equal to CNA increases under this letter of agreement. Retroactivity, if agreed to between the parties during negotiations, shall only be paid for those employees who are actively employed on the date the contract is signed by the parties.

Any employee beginning their work shift between the hours of 2:00 p.m. and 1:00 a.m. shall receive a \$0.20 per hour wage differential for all continuous hours worked.

## **Section 2 Uniform Allowance**

The County agrees to provide a Uniform allowance for employees who are required to wear uniforms on the following basis: (1) For fulltime employees, one hundred twenty-five dollars (\$125.00) and for part-time employees, seventy-five dollars (\$75.00) on January 31 for employees who have completed their probationary period prior to January 31; and (2) For fulltime employees, one hundred twenty-five dollars (\$125.00) and for part-time employees, seventy-five dollars (\$75.00) on July 31, for employees who have completed their probationary period prior to July 31.

## **Section 3 Beeper Assignment and Pay**

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

When the Facilities director or designee of Hope Creek determines a bargaining unit employee needs to carry the beeper, the beeper shall first be offered to the most senior employee eligible to carry the beeper on a rotating basis, which rotation shall occur on an occurrence basis and not each day, and if all eligible employees decline the offer, then the least senior eligible employee shall be assigned the beeper.

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

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



**ARTICLE XV**  
**STRIKES AND LOCKOUTS**

**Section 1**     **Lockouts**

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

**Section 2**     **Strikes**

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

**ARTICLE XVI**  
**SAFETY AND HEALTH**

**Section 1**

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

**Section 2**

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

**Section 3**

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

**ARTICLE XVII**  
**HOSPITALIZATION INSURANCE**

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

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

**ARTICLE XVIII**

**MEETING INFORMATION**

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

**ARTICLE XIX**

**WAIVER**

The parties acknowledge that during negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, Hope Creek and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**ARTICLE XX**

**TERMINATION**

This Agreement shall be effective on the 1st day of December, 2015, and continue in full force and effect until November 30, 2018, at 11:59 P.M.

FOR THE LOCAL UNION:

Ronald M. Westwood

Adriana Walker

Hilari Fuku

Heri M. Muthing

Robyn Bolinger

FOR COUNCIL 31, AFSCME:

Margaret Moga

\_\_\_\_\_

FOR HOPE CREEK CARE CENTER:

Lucas E. Nevada

Michelle D. Camlin

Steve Reed

Annual GWI Wage Increase – No Retro

December 1<sup>st</sup>, 2015 - 2%

December 1<sup>st</sup>, 2016 - 0%

December 1<sup>st</sup>, 2017 - Wage Reopener

December 1<sup>st</sup>, 2018

December 1<sup>st</sup>, 2019

## APPENDIX 1.

### ABSENCE/TARDINESS POLICY

#### A. — Notification of Absence

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

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

#### B. — Excessive Absenteeism or Tardiness

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

#### C. – Absence and Tardiness Policy

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

- a. Bereavement Leave
- b. Workers Compensation
- c. Scheduled absences (i.e. vacation, personal days, holiday time, approved leaves of absences or pre-approved Sick time)

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

The definition of a tardy is punching in to work more than two (2) minutes after the scheduled start time for work.

Discipline may begin any time an employee is found in violation of this policy and will follow the following discipline steps:

- 1) Second Offense (Within a rolling six month time period) - Verbal Reprimand
- 2) Third Offense (Within a rolling six month time period) - Written Reprimand
- 3) Fourth Offense( Within a rolling six month time period) - 1-day suspension
- 4) Fifth Offense (Within a rolling six month time period) - 3-day suspension
- 5) Sixth Offense (Within a rolling six month time period) - 15-day suspension
- 6) Seventh Offense (Within a rolling six month time period) - Termination

Reasonable consideration will be given to extenuating circumstances.

**APPENDIX II**  
**WAGE SCHEDULE**

HOPE CREEK CARE CENTER WAGE SCHEDULE  
EFFECTIVE 12/1/2015

GRADE		START	1	2	4	6	8	10	12	15	20
1	Laundry Aide Housekeeping Aide Dietary Aide PT Transporter	\$11.87	\$12.30	\$12.75	\$13.82	\$14.15	\$14.34	\$14.56	\$14.65	\$16.12	\$16.74
2	Washer Resident Apparel Aide Activity Aide Utility Clerk	\$12.09	\$12.52	\$12.95	\$14.11	\$14.46	\$14.64	\$14.91	\$15.01	\$16.42	\$17.10
3	Social Service	\$12.09	\$12.52	\$12.95	\$14.11	\$14.46	\$14.64	\$14.91	\$16.20	\$17.47	\$18.18
4	Cook II Receptionist/Cashier	\$12.30	\$12.75	\$13.20	\$14.34	\$14.82	\$15.11	\$15.35	\$15.45	\$16.86	\$17.55
5	CNA	\$12.46	\$12.90	\$13.33	\$14.47	\$14.84	\$15.03	\$15.31	\$15.40	\$16.83	\$17.50
6	Physical Therapy Aide	\$12.63	\$13.06	\$13.49	\$14.64	\$15.03	\$15.20	\$15.47	\$15.58	\$17.01	\$17.68
7	Cook I General Duties	\$12.58	\$13.03	\$13.48	\$14.57	\$15.24	\$15.62	\$16.14	\$16.23	\$17.68	\$18.38
8	Stockroom Clerk Mechanic IV Central Supply Clerk	\$12.83	\$13.26	\$13.71	\$15.11	\$15.99	\$16.44	\$16.77	\$16.86	\$18.33	\$19.06
9	Admission Coordinator	\$12.94	\$13.48	\$14.25	\$14.93	\$15.59	\$16.33	\$17.02	\$17.30	\$18.58	\$19.34
10	LPN	\$17.30	\$18.16	\$18.50	\$19.08	\$19.35	\$19.65	\$20.15	\$20.52	\$21.96	\$22.86
11	Mechanic III	\$14.68	\$15.15	\$15.67	\$17.37	\$17.99	\$18.40	\$18.87	\$18.99	\$20.43	\$21.24
12	Mechanic II	\$16.22	\$16.70	\$17.18	\$18.91	\$19.29	\$19.73	\$20.57	\$20.68	\$22.14	\$23.02
13	Mechanic I	\$18.05	\$18.53	\$19.01	\$21.21	\$21.76	\$22.01	\$22.31	\$22.42	\$23.86	\$24.82
14	RN	\$21.82	\$22.63	\$23.58	\$24.48	\$25.20	\$25.95	\$26.79	\$27.20	\$28.47	\$29.62
	*\$.20 2 <sup>nd</sup> & 3 <sup>rd</sup> shift differential										



HOPE CREEK CARE CENTER WAGE SCHEDULE  
EFFECTIVE 12/1/2016

GRADE		START	1	2	4	6	8	10	12	15	20
1	Laundry Aide Housekeeping Aide Dietary Aide PT Transporter	\$11.87	\$12.30	\$12.75	\$13.82	\$14.15	\$14.34	\$14.56	\$14.65	\$16.12	\$16.74
2	Washer Resident Apparel Aide Activity Aide Utility Clerk	\$12.09	\$12.52	\$12.95	\$14.11	\$14.46	\$14.64	\$14.91	\$15.01	\$16.42	\$17.10
3	Social Service	\$12.09	\$12.52	\$12.95	\$14.11	\$14.46	\$14.64	\$14.91	\$16.20	\$17.47	\$18.18
4	Cook II Receptionist/Cashier	\$12.30	\$12.75	\$13.20	\$14.34	\$14.82	\$15.11	\$15.35	\$15.45	\$16.86	\$17.55
5	CNA	\$12.46	\$12.90	\$13.33	\$14.47	\$14.84	\$15.03	\$15.31	\$15.40	\$16.83	\$17.50
6	Physical Therapy Aide	\$12.63	\$13.06	\$13.49	\$14.64	\$15.03	\$15.20	\$15.47	\$15.58	\$17.01	\$17.68
7	Cook I General Duties	\$12.58	\$13.03	\$13.48	\$14.57	\$15.24	\$15.62	\$16.14	\$16.23	\$17.68	\$18.38
8	Stockroom Clerk Mechanic IV Central Supply Clerk	\$12.83	\$13.26	\$13.71	\$15.11	\$15.99	\$16.44	\$16.77	\$16.86	\$18.33	\$19.06
9	Admission Coordinator	\$12.94	\$13.48	\$14.25	\$14.93	\$15.59	\$16.33	\$17.02	\$17.30	\$18.58	\$19.34
10	LPN	\$17.30	\$18.16	\$18.50	\$19.08	\$19.35	\$19.65	\$20.15	\$20.52	\$21.96	\$22.86
11	Mechanic III	\$14.68	\$15.15	\$15.67	\$17.37	\$17.99	\$18.40	\$18.87	\$18.99	\$20.43	\$21.24
12	Mechanic II	\$16.22	\$16.70	\$17.18	\$18.91	\$19.29	\$19.73	\$20.57	\$20.68	\$22.14	\$23.02
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	*\$.20 2 <sup>nd</sup> & 3 <sup>rd</sup> shift differential										