

AGREEMENT
BETWEEN
THE CHAMPAIGN COUNTY BOARD
AND
AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES
COUNCIL 31 AFL-CIO
FOR ITS AFFILIATED LOCAL 900
(The Nursing Home Nurses' Unit)

December 1, 2008 – November 30, 2010

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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 Employees in the classifications included in the unit by the Illinois State Labor Relations Board Certification of Representative dated January 5, 2001, in Case No. S-RC-01-036, to wit:

All employees in the classifications of Licensed Practical Nurse and Registered Nurse, and RAI Specialist, excluding supervisory, managerial, and confidential employees.

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 employees 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-employment, 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.

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 her/his 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 each shift, 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, ancestry, sex, age, marital status, sexual orientation, physical or mental disability unrelated to an individual's ability to perform the essential function of her/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 this bargaining unit. Subject to operational needs, this Union representative

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 representative 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 bargaining unit employee per shift, 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

Credit Union

10.00 Employees are eligible to join the Champaign County Employee's Credit Union. For more information or the names of the current officers of the Credit Union, please call the Human Resources Department.

ARTICLE XI

Paychecks, Paycheck Errors and Deductions

11.00 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.

11.01 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.

11.02 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 XII

Final Paycheck

12.00 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 her/his termination.

ARTICLE XIII

Miscellaneous

13.01 Authorized Lab Work

It is agreed that Registered Nurses and Licensed Practical Nurses will receive annually an Influenza vaccine. Employees will receive Tuberculin Skin Testing and, if at risk, a chest x-ray arranged and paid for by the employer. If the employee has not been immunized or his/her immunizations have expired according to CDC guidelines, the employer will provide Hepatitis B vaccine. If an employee is exposed to the HIV virus in such a way, as identified by the CDC

guidelines, as to create a risk of HIV infection, the employee will receive HIV testing at the employer's expense.

13.02 Continuing Education

In the event the State of Illinois or other regulatory agencies governing the Champaign County Nursing Home or the Champaign County Nursing Home require continuing education for Registered Nurses and/or Licensed Practical Nurses, the continuing education will be arranged by the employer at the employer's expense.

ARTICLE XIV

Pensions

14.00 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 XV

Worker's Compensation Policy

15.00 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.

15.01 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.

15.02 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 is 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.

15.03 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 XVI

Health and Life Insurance

16.00 The Employer shall make available to all employees a group 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. The Employer's group medical, major medical and hospital insurance benefits shall be made available to employees through carrier(s) selected by the County.

16.01 For the first year of this Agreement, the Employer shall pay the cost of the single coverage premium for the least expensive 80/20 plan offered each year - said plan to provide benefits which are substantially the same as the benefits of the 80/20 plans offered by the Employer in FY 2006. After the first year this Agreement, the Employer shall pay the cost of the single coverage premium for the least expensive 80/20 plan offered each year, less an employee contribution of seventeen dollars (\$17.00) per month. This employee contribution is in addition to any difference that arises from an employee selection of a more expensive plan as described in the following paragraph.

16.02 The County may offer additional alternative health care plans to its employees. If an employee selects an alternate health care plan provided by the Employer with a premium rate higher than the least expensive 80/20 plan, the employee shall pay the difference per paycheck. If an employee selects an alternative health care plan provided by the Employer with a premium rate lower than the least expensive 80/20 plan, the Employer shall make available the difference in annual premium to be applied toward deductible costs through a Health Reimbursement Account made available to the employee.

16.03 The employee shall pay the balance of the monthly premium for the health insurance benefits she/he has selected, including 100% of the monthly medical insurance premium costs for the employee's dependents, except in the case where both spouses are employed by the County. 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.

16.04 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.

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

16.06 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 consult with Union representatives regarding the structure of benefits in the health care 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.

16.07 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.

16.08 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.

ARTICLE XVII

Wages

17.00 Each bargaining unit member employed by the Champaign County Nursing Home on August 20th, 2009, shall enjoy a two percent (2%) increase to her or his wage rate. Said rate shall go into effect with the first full payroll period following ratification, beginning August 23rd, 2009.

- a. Nurses shall be paid according to the following table, which shall go into effect with the first full payroll period following ratification, beginning August 23rd, 2009:

LPN		Shift Incentive for 8+ shifts per pay period	No TOPS	No Insurance	Max
Seniority	Experience	\$ 3.25	\$ 0.50	\$ 1.00	\$ 4.75

0	0-1	\$	20.25	\$ 20.75	\$ 21.25	\$ 21.75
1	2-3	\$	20.50	\$ 21.00	\$ 21.50	\$ 22.00
2	4-5	\$	20.76	\$ 21.26	\$ 21.76	\$ 22.26
3	6-7	\$	21.02	\$ 21.52	\$ 22.02	\$ 22.52
4	8-9	\$	21.27	\$ 21.77	\$ 22.27	\$ 22.77
5	10+	\$	21.54	\$ 22.04	\$ 22.54	\$ 23.04
6		\$	21.63	\$ 22.13	\$ 22.63	\$ 23.13
7		\$	21.73	\$ 22.23	\$ 22.73	\$ 23.23
8		\$	21.81	\$ 22.31	\$ 22.81	\$ 23.31
9		\$	21.90	\$ 22.40	\$ 22.90	\$ 23.40
10		\$	22.00	\$ 22.50	\$ 23.00	\$ 23.50
11		\$	22.10	\$ 22.60	\$ 23.10	\$ 23.60
12		\$	22.19	\$ 22.69	\$ 23.19	\$ 23.69
13		\$	22.29	\$ 22.79	\$ 23.29	\$ 23.79
14		\$	22.38	\$ 22.88	\$ 23.38	\$ 23.88
15		\$	22.48	\$ 22.98	\$ 23.48	\$ 23.98
16		\$	22.57	\$ 23.07	\$ 23.57	\$ 24.07
17		\$	22.67	\$ 23.17	\$ 23.67	\$ 24.17
18		\$	22.77	\$ 23.27	\$ 23.77	\$ 24.27
19		\$	22.86	\$ 23.36	\$ 23.86	\$ 24.36
20		\$	23.34	\$ 23.84	\$ 24.34	\$ 24.84
Part-Time Rate		\$	20.88			

RN		Shift Incentive for 8+ shifts per pay period		No TOPS	No Insurance	Max
Seniority	Experience	\$	3.25	\$ 0.50	\$ 1.00	\$ 4.75
0	0-1	\$	23.65	\$ 24.15	\$ 24.65	\$ 25.15
1	2-3	\$	23.95	\$ 24.45	\$ 24.95	\$ 25.45
2	4-5	\$	24.25	\$ 24.75	\$ 25.25	\$ 25.75
3	6-7	\$	24.57	\$ 25.07	\$ 25.57	\$ 26.07
4	8-9	\$	24.88	\$ 25.38	\$ 25.88	\$ 26.38
5	10+	\$	25.20	\$ 25.70	\$ 26.20	\$ 26.70
6		\$	25.31	\$ 25.81	\$ 26.31	\$ 26.81
7		\$	25.42	\$ 25.92	\$ 26.42	\$ 26.92
8		\$	25.52	\$ 26.02	\$ 26.52	\$ 27.02
9		\$	25.64	\$ 26.14	\$ 26.64	\$ 27.14
10		\$	25.75	\$ 26.25	\$ 26.75	\$ 27.25
11		\$	25.86	\$ 26.36	\$ 26.86	\$ 27.36
12		\$	25.97	\$ 26.47	\$ 26.97	\$ 27.47
13		\$	26.07	\$ 26.57	\$ 27.07	\$ 27.57
14		\$	26.21	\$ 26.71	\$ 27.21	\$ 27.71
15		\$	26.32	\$ 26.82	\$ 27.32	\$ 27.82
16		\$	26.43	\$ 26.93	\$ 27.43	\$ 27.93
17		\$	26.55	\$ 27.05	\$ 27.55	\$ 28.05
18		\$	26.66	\$ 27.16	\$ 27.66	\$ 28.16
19		\$	26.78	\$ 27.28	\$ 27.78	\$ 28.28
20		\$	27.35	\$ 27.85	\$ 28.35	\$ 28.85
Part-Time Rate		\$	24.70			

- b. Nurses' rates shall be based on a combination of their prior experience as a nurse and their years as a nurse with the Champaign County Nursing Home. Each nurse shall move up one step annually, upon the anniversary of their date of hire.

17.01 Shift differentials will be \$.75 per hour for the evening shift and \$.75 per hour 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.

17.02 The Champaign County Nursing Home shall reserve the right to increase base rates in any class based on market requirements and without renegotiations. Should the base rate be increased in this manner, the wages associated with all ranges shall be adjusted by the same percentage increase as the minimum rate increase.

17.03 The Champaign County Nursing Home and AFSCME Local 900 agree that if, during the term of this Collective Bargaining Agreement, the Employer institutes a change in dress code, the impact of that change will be collectively bargained.

17.04 "No Benefit" Nurses

The employer reserves the right to offer to prospective and existing employees the position of "No Benefit" Nurse. A "no benefit" nurse 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 nurse is not eligible include shift differential, if any, according to the Wage Article; health insurance, life insurance, TOPS and Reserve Account time.

(a) An employee is allowed to move from benefit to "no benefit" status or vice versa one time per year during the open enrollment period for health insurance, or within thirty (30) days of a change in marital status; birth, death, or adoption of a child; change in you or your spouse's work status (e.g., switch to part-time, or spouse's termination of employment); or other "change in status" as defined in the Internal Revenue Code. This provision applies to nurses desiring to opt out of exclusively insurance, exclusively TOPS, or both insurance and TOPS.

(b) If an employee moves from "no benefits" to benefits, the new salary for the employee will be the rate or offer at the time of the "no benefit" election and any contract increases received by the benefit nurses since that time.

17.05 Employees who are assigned by supervisory personnel to perform supervisory work during their shifts shall receive an additional \$2.00 per hour for the entire shift during which said work was assigned. Nurse supervisory temporary assignments shall be rotated equally by seniority among nurses on each shift. Nurses assigned to supervisory positions shall be trained for supervisory work.

17.06 Each bargaining unit member who was employed by the Champaign County Nursing Home on December 1st, 2008, and who was still so employed on August 20th, 2009, shall receive a signing bonus of four-hundred dollars (\$400.00). Said bonus shall be paid by a separate check on September 4, 2009, reflecting the increase described in the first paragraph of this Article.

17.07 This Agreement shall be reopened by the parties no earlier than October 1, 2009, for the purpose of negotiating wage increases in addition to the wage increases referenced above, to be effective in FY2010. This reopener is subject to improvement of the Nursing Home's overall financial performance as compared to FY08.

ARTICLE XVIII

Paid Time Off

18.00 TIME OFF PAID SYSTEM (TOPS)

a. Purpose - The purpose of the Time Off Paid System (TOPS) is to provide flexibility for employees to utilize paid time off to their best advantage and at the same time provide the Nursing Home with the necessary staff to maintain its function at an effective level.

b. Definition - by providing you with one paid time off account in which all your earned credits for vacations, holidays, short-term illnesses, and personal and bereavement leave accumulate, we have added a new dimension to your employee benefit package. We have developed liberal guidelines within which you may use TOTAL hours in your TOPS account in whatever way best suits your particular life-style and needs. If you want to extend your holidays, or vacation, you may (with prior approval). If illness invades your life, your TOPS is there to help protect your finances.

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" Nurses 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 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 her/his change in status.

d. 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 1st to March 31st, employees shall have the opportunity to sign up for time off occurring within May 1st of the then current year to April 30th of the following year. 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 15th 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.

Once a year, from March 1st to March 31st, employees shall have the opportunity to sign up for holidays in accordance with this paragraph for holidays occurring within May 1st of the then current year to April 30th of the following year. Employees shall be required to sign up to work at least one major and two minor holidays. Major holidays include: New Year's Day, the 4th of July, Thanksgiving, Christmas Eve, and Christmas Day. The minor holidays are the remainder of the holidays identified in 18.03. Employees shall be required to rank their preferences in the event that requests for a given holiday require that some requests be denied. In the event that the ranking procedure does not address all conflicts, then seniority shall determine which employee shall be granted the time.

After April 15th of each year, employees may request time off between May 1 of the current year through April 30th of the following year on a first-come-first-served basis. Requests for time off in any future month which are submitted by the 15th 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 can not 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) Two Unscheduled Absences as "Personal Business Days"

From August 5 to August 4 of each year of this Agreement, each employee is entitled to up to two (2) 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, 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.

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 18.00d.2.

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.

In transitioning to this Agreement, and for purposes of tracking and using Personal Business Days under this section, August 5th, 2009 shall be considered the first day of the Agreement.

b) Unscheduled Absences for Bereavement

Use of unscheduled TOPS time for up to five (5) 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 three (3) 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 23rd, 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

*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 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 23rd, 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 her/his years of service as stated above. 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. All 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” Nurses 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 her/his 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.

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 14th 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 her/his normal rate of pay for each day of jury duty for which 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 her/his employment, the individual will be paid her/his normal salary during the time the employee is required to be away from her/his place of work. If the testifying employee is not scheduled for a work shift during the time she/he is required to be present, the employee will still be paid her/his normal wage, subject to the overtime provisions contained in this Agreement, for the time the employee has been requested 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 employees.

19.02 Family and Medical Leave Act Leave

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. Eligible Employees

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” 12-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 her/his 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 work for the Employer, aggregation of leave entitlement will be required, except with respect to the serious health condition of either spouse.

d. Notice and Certification

When leave is reasonably foreseeable, the employee must provide 30 days’ advance notice of the leave to her/his 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 leave time, employee's wages and other benefits are not paid or accrued except for 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 Employer 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 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

The Employer will require an employee to first use the employee's accrued TOPS and if applicable, 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 her/his 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.

19.03 Training Leave

a. The Administrator in her/his 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 her/his 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 portions of the Champaign County Nursing Home Personnel Policy.

19.04 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. Only one (1) employee in this bargaining unit may be on leave of absence pursuant to this Section at any one time. Leave of absence pursuant to this Section shall be unpaid.

19.05 Extended Leave of Absence without Pay

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.

l. 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.

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 two (2) hours of the beginning of the shift (For example, an employee whose shift begins at 6:00 must call in before the clock displays "8:00");
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;
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;
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 one-hundred twenty (120) 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).

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. 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 In transitioning to this new system,

- A. Call-in occurrences assigned to employees shall remain in place retroactive to May 23rd, 2009; however, the Employer will conduct counseling sessions

for any employees who have called in from May 23rd, 2009 until August 25th, 2009, to discuss the point extension to 6 months in Section 20.01 A2.

- B. Employees who gained points shall retain those points that had previously been administered and such points shall not be reevaluated under the newer point system.

20.08 Employees who work all scheduled shifts for a pay period shall be paid a twenty-five dollar (\$25.00) bonus for that pay period at the end of the following pay period. All absences, including but not limited to FMLA leave, are disqualifying for purposes of this payment. Employees scheduled off for holidays will not lose their eligibility for the bonus in not working as per the schedule.

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 her/his designee to be relevant, the Administrator or her/his designee may declare a Hazardous Weather Day. 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.

21.02 If the Administrator or her/his designee declares a Hazardous Weather Day for all of the County of Champaign, the Administrator, to address any shortages in staffing, may, in her/his sole and exclusive discretion, 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 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 her/his 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 her/his 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 her/his 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 may examine them.

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 this unit.

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 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.

27.05 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).

27.06 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.

27.07 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. Except as stated in subsection c, below, 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. There shall be reasonable cause to test for the presence of prescription drugs in an Employee's system if:
 - i. The drugs are controlled substances, as determined by the Physician's Desk Reference; and
 - ii. A prescription drug is missing from a resident's inventory, or there is other credible evidence that a resident's prescription drugs are missing; and
 - iii. The Employee had direct access to the prescription drugs in the shift in which the drug was first discovered missing, or in the prior three shifts, as demonstrated by one of the following factors:
 - Responsibility for dispensing the drugs; OR
 - Possession of keys to the drug cart or the medication closet; OR
 - Authorization to be in the area where the missing medicines were kept;
OR
 - Being observed in the medication closet or accessing the medication cart.
 - iv. The drug test is performed within twenty-four (24) hours of when the drug was determined to be missing, or within three (3) hours of the beginning of the Employee's next work assignment after the drug is determined to be missing, whichever is later.

This subsection c is not a limit on the ability of the Employer to test under subsection b.

- d. 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.
- e. 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.

- f. 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.
- g. 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 her/his 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 her/his 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.

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

27.08 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.

27.09 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.

27.10 Regardless of the foregoing, no employee shall be allowed to work if she/he 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 her/his position. Employees not allowed to work pursuant to this provision shall be subject to discipline in accordance with, the Discipline and Discharge Article.

27.11 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.

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 her/his 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.

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 her/his 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 her/his department any person living in her/his 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” for purposes of calculating TOPS time is defined as the amount of continuous permanent service with the Champaign County Nursing Home. Except as stated in Section 17.05(a), for all other purposes under this Agreement, “Seniority” is defined as the amount of continuous permanent service with the Champaign County Nursing Home as an RN or LPN.

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.

33.03 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 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

The 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 her/his 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.

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.

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.

Nothing in this Section shall prohibit the Employer from designating nurses on each shift as floating nurses, or require the Employer to bargain over this designation.

34.03 Posting and Selection

Whenever a job vacancy within the bargaining unit occurs which is not filled as set forth in Section 34.01 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, 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 her/his 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 her/his 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 her/his qualifying period

due to her/his inability to perform the duties and responsibilities of her/his new position, such employee shall be returned to her/his former position classification and shift. Upon two (2) weeks' notice, all other non-probationary employees affected by the return of the disqualified employee to her/his 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 her/him. 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 her/his 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 workday shall be 8 ½ hours, including the breaks described in section 36.04. The official work schedule(s) for employees in this bargaining unit shall be as follows:

NURSING DEPARTMENT (Includes ARD Dept.)

RN & LPN

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

ADULT DAY CARE

8 AM - 4:30 PM (M-F)

(b) Nurses can volunteer to work four (4) or (6) hours shifts immediately following or preceding their regular shift, based upon operational necessity and their own availability. Four (4) and six (6) hour shift availability shall be posted once a week.

(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.

36.01 Light Duty

(a) 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.

(b) 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 her/his 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.

36.02 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.

36.03 “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.

36.04 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.

36.05 Work Schedule Selection

(a) CCNH Nurses shall self-schedule. Nurses will notify the nursing scheduler of their desired days to work by the tenth (10th) day of each month for the following month. Each full-time nurse must sign up for at least four (4) weekend shifts per month; nurses who were granted Monday-Friday schedules prior to ratification of this Agreement will not be subject to the weekend shift requirement. If more nurses sign up for a shift than are needed, the nurse(s) with the most seniority shall be granted the requested shift(s). The final work schedule will be provided to employees by the 23rd of each month for the following month. PRNs shall choose their schedules after other nurses have completed their schedules.

(b) 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.

36.06 Additional Shifts

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

A nurse must provide notice of her/his 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.

Nurses will be contacted to work additional shifts when available in order of seniority.

If a nurse gives adequate notice of availability and the Employer does not permit that nurse to work the shift requested and instead uses agency staff, then that nurse 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 nurse will not be paid as set forth in the previous sentence if the Employer attempted to contact the nurse at least once but was unable to reach the nurse at the number she/he listed on the "on call" list. When there is a dispute as to whether or not a nurse was contacted, the Employer will confirm that such nurse was contacted by producing the phone log for the phone used to contact the nurse.

A nurse 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.

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 receives a suspension, she/he will be paid for scheduled working hours lost while on administrative leave minus any pay lost due to the suspension or discharge. 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 reprimand
- 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 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. The measure of discipline and the statement of reasons may be modified, especially in cases involving suspension pending discharge, after the investigation of the total facts and circumstances. 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.

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 her/his 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 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. 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 her/his 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 her/his designee shall meet and discuss this grievance with the grievant and Union.

The Nursing Home Administrator or her/his 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 her/his 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 her/his designee will submit her/his 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 her/his 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 her/his 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 her/his 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 her/his 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 her/his designee will submit her/his 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 her/him of her/his 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 her/him 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 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 her/his 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

No Strikes or Lockout

39.00 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.

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

ARTICLE XL

Authority of the Contract

40.00 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.

40.01 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.

40.02 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.

40.03 Successorship 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 XLI

Entire Agreement

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

41.01 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.

41.02 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 XLII

Term of the Agreement

42.00 This Agreement shall be effective upon acceptance by the County Board, and shall continue in full force and effect until November 30, 2010, except for the “Wages” Article as set forth therein, and thereafter from year to year unless, no more than one-hundred twenty (120) and at least sixty (60) days prior to November 30, 2010, 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 _____, 2009.

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>
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