LABOR AGREEMENT BETWEEN

COUNTY OF DEKALB

AND

AMERICAN FEDERATION OF STATE, COUNTY &

MUNICIPAL EMPLOYEES

COUNCIL 31, LOCAL NO. 3537

REVISED

1/1/13 to 12/31/2015

TABLE OF CONTENTS

PREAMBLE 1
ARTICLE I. RECOGNITION 2
Section A. 2
Section B. 2
Section C. 2
Section D. 2
Section E. 2
Section F. 2
Section G. 3
ARTICLE II. MANAGEMENT RIGHTS 4
ARTICLE III. UNION RIGHTS 5
Section A. Time Off 5
Section B. Access to Work Place 5
Section C. Union Business 5
Section D. Union Officials 5
Section E. Bulletin Boards 5
Section F. 5
ARTICLE IV. NON-DISCRIMINATION AND EQUAL OPPORTUNITY 7
ARTICLE V. NO STRIKE AND NO LOCKOUT 8
Section A. No Strike 8
Section B. Union Official Responsibility 8
Section C. No Lockout 8
ARTICLE VI. LABOR-MANAGEMENT MEETINGS 9
ARTICLE VII. SAFETY AND HEALTH 10
Section A. Health Committee 10
Section B. Unsafe Conditions 10
Section C. Protective Equipment 10
Section D. Video Display Terminal (VDT) 10
Section E. Procedures to Screen and Monitor Employee Health 10
Section F. Communicable Infectious Disease 11

Section G. Physician's Statement 11
Section H. Hepatitis B Vaccine (HBV) Immunization Program 11
Section I. Policy for Occupational Exposure 11
Section J. HBV Hepatitis B Testing 11
Section K. Costs and Disclosure 11
ARTICLE VIII. PERSONNEL FILES 12
Section A. Personnel Files 12
Section B. Inspection 12
Section C. Notification 12
Section D. Investigation 12
ARTICLE IX. DISCIPLINE 13
Section A. Definition 13
Section B. Manner of Discipline 13
Section C. Pre-Disciplinary Meeting 13
Section D. Oral Reprimands 13
Section E. Notification and Measure of Disciplinary Action 14
Section F. Removal of Discipline 14
Section G. Polygraph 14
Section H. Limitation 14
Section I. Discharge Offenses 14
Section J. Criminal Background Act 15
Section K. Grievance Definition 16
Section L. Time Limits 16
Section M. Grievance Steps 16
Section N. Advanced Grievance Step Filing 18
Section O. Grievance Processing 18
Section P. Room/Telephone 19
Section Q. Pertinent Information 19
Section R. Grievances Filed by the Employer 19
ARTICLE X. HOURS OF WORK AND OVERTIME 20
Section A. General Provisions 20
Section B. No Guarantees 20

Section C. Overtime Payment 20
Section D. Lunch Period 20
Section E. Rest Periods 21
Section F. Call Back Pay 21
Section G. Stand By Pay 21
Section H. Change in Normal Workday and Week 21
Section I. Overtime Assignments 21
Section J. Disaster-Related Emergency Schedules 22
Section K. Overtime Stipend 22
ARTICLE XI. SENIORITY, LAYOFF AND RECALL 23
Section A. Definition 23
Section B. Application of Seniority 23
Section C. Termination of Seniority 23
Section D. Seniority for New Employees 23
Section E. Seniority Roster 24
Section F. Layoff 24
Section G. Recall 24
Section H. Recall Notice to Employees 25
ARTICLE XII. PERMANENT VACANCY 26
Section A. Position Vacancy 26
Section B. Posting 26
Section C. Selection 26
ARTICLE XIII. VACATION, SICK LEAVE, AND HOLIDAY BENEFITS 27
Section A 27
Section B. Earned Benefits (PHO) 27
Section C. Holiday Schedule, Eligibility, and Pay 27
Section D. PHO Use for Vacations 28
Section E. PHO Accumulation and Pay Outs 28
Section F. Use of PHOs and Absentee Policy 28
Section G. Sick Leave 28
ARTICLE XIV. EXTRAORDINARY LEAVE BENEFITS 29

Section A. General 29
Section B. Bereavement Leave 29
Section C. Military Leave 30
Section D. Maternity Leave 30
Section E. Family and Medical Leave Act 30
Section F. Other Extraordinary Leave 30
Section G. Jury Duty 30
Section H. Prohibition Against Misuse of Leaves 31
ARTICLE XV. SEXUAL HARASSMENT 32
Section A. Policy 32
Section B. Definition of Sexual Harassment 32
Section C. Management Responsibility 32
Section D. Timeliness for Initiating Complaints of Sexual Harassment 32
Section E. Procedure for Initiating Complaints 32
ARTICLE XVI. DAMAGE TO PERSONAL PROPERTY 33
ARTICLE XVII. WAGE AND OTHER PAY PROVISIONS 34
Section A. Wage increase Effective January 1, 2013 34
Section B. Maximum Range 34
Section C. Uniform Allowance 34
Section D. Evening and Night Shift Differential 34
Section E. Weekend Differential 34
Section F. Incentive 34
Section G. In-House Registry 35
Section H. Out of Class Pay 35
Section I. Retention Bonus 35
Section J. Promotion Pay Policy 35
Section K. Demotion Pay Policy 36
Section L. Substitute Cook 36
ARTICLE XVIII. INSURANCE 37
Section A. Insurance Coverage 37
Section B. Insurance Cost and Buy-Out Provisions 37

Section C. Life Insurance 37
Section D. Acknowledgment 37
Section E. Parity 37
Section F. Portability 38
Section G. Administration 38
Section H. Joint Insurance Committee 38
Section I. Buyout 38
Section J. Claim Disputes 38
Section K. Insurance Benefits while on Leave 39
ARTICLE XIX. EXPENSE REIMBURSEMENT ALLOWANCES 40
ARTICLE XX. CERTIFIED NURSING ASSISTANT PROGRAM 41
ARTICLE XXI. EDUCATIONAL REQUIREMENTS 42
Section A. Employee Training 42
Section B. Basic Training 42
Section C. Emergency Training 42
Section D. Right to Know 42
ARTICLE XXII. EDUCATIONAL BENEFITS 43
ARTICLE XXIII. DRUG FREE WORK PLACE/SUBSTANCE ABUSE 44
Section A. Alcohol Abuse 44
Section B. Illegal Drug Use 44
Section C. Employee Assistance Program 45
Section D. Testing Option 45
ARTICLE XXIV. DISABILITY - I.M.R.F. 46
Section A. Workers' Compensation 46
Section B. Illinois Municipal Retirement Fund 46
Section C. Health Insurance Coverage 46
ARTICLE XXV. SELECTED OPERATING POLICIES 47
Section A. Code of Ethics for Employees 47
Section B. Resident Rights, Resident Abuse 47
Section C. Orientation 48
Section D. Resident Records 48

Section E. Emergency Plan 48
Section F. Clock In/Out 48
Section G. Uniform Requirements 48
Section H. Televisions 49
Section I. Telephone Calls 49
Section J. Accessibility by Telephone 49
Section K. Termination of Employment 49
Section L. Unauthorized Use of Employer's Equipment 49
Section M. Driver's License 49
Section N. Absence/Tardiness 49
ARTICLE XXVI. DUES CHECK-OFF AND FAIR SHARE 56
Section A. 56
Section B. 56
Section C. 57
ARTICLE XXVII. INDEMNIFICATION 58
ARTICLE XXVIII. MISCELLANEOUS 59
Section A. Printing of Agreement 59
ARTICLE XXIX. SAVINGS CLAUSE 60
ARTICLE XXX. ENTIRE AGREEMENT 61
ARTICLE XXXI. TERM OF AGREEMENT 62
ARTICLE XXXIII. VOLUNTARY AND MANDATORY EXTRA WORK ASSIGNMENTS 70

PREAMBLE

This Agreement made and entered into by and between the County Board of DeKalb and certain elected officials of DeKalb County, hereinafter referred to as the "County" and the American Federation of State, County, and Municipal Employees (AFSCME) Council 31, AFL-CIO on behalf of Local No. 3537, hereinafter referred to as the "Union."

WHEREAS, the County has voluntarily endorsed the practices and procedures of collective negotiations as a fair and orderly way of conducting its relations with its employees insofar as such practices and procedures are appropriate to functions and obligations of the County to retain the right to operate the County government effectively in a responsible and efficient manner; and

WHEREAS, it is the intent and purpose of the parties to promote harmonious relations and to set forth herein their entire Agreement covering rates of pay, wages, hours of employment, and other conditions of employment; to increase the efficiency and productivity of the employees covered by this Agreement; and to provide for prompt and fair settlement of grievances without any interruption of or other interference with the operation of the County;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties do mutually promise and agree as follows:

ARTICLE I.
RECOGNITION

Section A.

The Employer(s) recognize(s) the Union as the sole and exclusive Bargaining Agent for the purpose of establishing wages, hours, and other conditions of employment for "employees" as defined in Section B below.

Section B.

Whenever used in this Agreement, the term "employee" shall mean persons occupying the Job Titles herein: All full-time and part-time employees of the DeKalb County Rehab & Nursing Center employed in the classifications of Certified Nursing Assistant, Dietary Aide, Cook, Ward Secretary, Housekeeping Aide, Maintenance Worker I and II, Laundry Aide, Licensed Practical Nurse, Cooks' Helper, Maintenance Supervisor, Lead Housekeeper, Unit Assistant, Rehabilitation Aide, Unit Clerk, Lead Cook Activity Aide and Receptionist.

Section C.

Expressly excluded from coverage under this Agreement are: All Department Managers, directors, assistant supervisors, assistant managers, social service assistants, Registered Nurses, account technicians, nursing secretaries, payroll clerks, schedulers and all supervisory, confidential and managerial employees as defined by the Act.

Section D.

An employee who has never accrued seniority under this Agreement, or an employee rehired after termination of seniority, shall be in "probationary" status until he/she has completed six (6) months. While in probationary status, an employee shall not accrue seniority provided that, upon completion of the probationary period, he will be credited with seniority from his first day of actual work on or after his date of hire or rehire, whichever is later. Probationary personnel shall have no seniority rights under this Agreement and may be disciplined or terminated by the Employer without recourse to the grievance procedure but shall be subject to all other provisions of this Agreement where specified for probationary employees.

Section E.

The Union shall monthly, from the date of commencement of this Agreement, receive a list of new hires, terminations and any changes in classifications covered under the Agreement.

Section F.

The County will issue a job description to all current bargaining unit employees and all new hires employees.

Section G.

The Employer shall promptly notify the Union of its decision to implement any new classification pertaining to work of a nature performed by employees in the bargaining unit.

ARTICLE II.
MANAGEMENT RIGHTS

Retention of Managerial Prerogatives

Except as expressly modified or restricted by a specific provision of the Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the County, including but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion: to reprimand, suspend, discharge, or otherwise discipline employees for cause; to determine the number of employees to be employed; to hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, lay off, recall to work, and retire employees; to set the standards of productivity, the products to be produced, and/or the services to be rendered; to determine the amount and forms of compensation for employees; to maintain the efficiency of operations; to determine the personnel, methods, means and facilities by which operations are conducted; to set the starting and quitting time and the number of hours and shifts to be worked; to use independent contractors to perform work or services; to subcontract*, contract out, close down, or relocate the County's operations or any part thereof; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operations, or service; to control and regulate the use of machinery, facilities, equipment, and other property of the County; to introduce new or improved research, production, service, distribution, and maintenance methods, materials, machinery, and equipment; to determine the number, location and operation of departments, divisions, and all other units of the County; to issue, amend and revise policies, rules, regulations, and practices; and to take whatever action is either necessary or advisable to determine, manage, and fulfill the mission of the County and to direct the County's employees. The County's failure to exercise any right, prerogative, or function hereby reserved to it, or the County's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the County's right to exercise such right, prerogative, or function hereby reserved to it, or the County's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the County's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement. Nothing in this agreement shall be construed to modify, eliminate, or detract from the statutory/regulatory responsibilities and obligations of the employer.

*Requires thirty (30) days' notice to Union prior to the implementation of the subcontract.

ARTICLE III.
UNION RIGHTS

Section A. Time Off

Local Union representatives - Union officers, executive members, stewards - after giving prior notice to, and receiving prior approval from their Employer, shall be allowed reasonable time off with pay, not to exceed one (1) hour, to attend, pursuant to the terms and provisions of the applicable articles herein, grievance hearings, labor/management and safety meetings. Any time off with pay for attending the aforementioned meetings shall be at the employee's regular, straight time hourly rate. Witnesses are expressly excluded from the terms of this section.

Section B. Access to Work Place

The Employer agrees that local Union representative officers and AFSCME staff representative(s) shall have reasonable access to the Employer's premises for the sole purpose of the administration of this Agreement, provided that said Union personnel obtain prior approval from the Employer, time off is without pay, and that said access does not unreasonably interfere with the operating needs of the Employer.

Employees participate in the above meetings without pay.

Section C. Union Business

Local Union Representatives shall be allowed time off without pay for legitimate Union business, such as State and National Conventions, Union meetings, Committee and/or Board meetings, training sessions, or conferences, and shall be allowed such time off as does not unreasonably interfere with the operating needs of the Employer and provided that the employee gives prior notice to the Employer and receives prior approval therein. Nothing shall prevent an employee from using any accumulated time to cover such approved absence.

Section D. Union Officials

The Union shall designate the Union stewards and representatives and shall supply a list of names in writing to the Administrator. There shall be a total of six (6) employees designated as stewards and Union representatives. The executive board, consisting of President, Vice-President, Secretary and Treasurer, can also be used in lieu of the designated stewards and representatives.

Section E. Bulletin Boards

The Employer shall provide three (3) bulletin boards--one (1) located near each time clock -- for the sole and exclusive use by the Union.

Section F.

During employee's non-working time, he shall be permitted to distribute non-inflammatory Union literature to other non-working employees in non-work areas. Solicitation

of Union business shall be permitted during non-working time and in non-work areas. Nothing contained herein shall limit the Employer from restricting or limiting the aforementioned solicitation/ distribution rights to accomplish the operating needs of the facility.

ARTICLE IV.
NON-DISCRIMINATION AND EQUAL OPPORTUNITY

In accordance with applicable law, neither the Employer nor the Union shall discriminate in a manner which would violate federal and state laws against any employee covered by this Agreement because of race, creed, color, national origin, sex, age, religion, mental or physical handicap, political beliefs, protected union activities and/or affiliation.

The parties recognize the Employer's obligation to comply with applicable Federal and State laws relative to equal employment.

ARTICLE V.
NO STRIKE AND NO LOCKOUT

Section A. No Strike

During the term of this Agreement, neither the Union nor any officers, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit down, stoppage or work, refusal to perform overtime, mass absenteeism, or any other intentional interruption or disruption of the operations of the County, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the County.

Section B. Union Official Responsibility

Each employee who holds the position of officer or steward or committee person on the local Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In the event of a violation of Section 1, the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section C. No Lockout

During the term of the Agreement, the County will not lock out any employees as a result of a labor dispute with the Union.

ARTICLE VI.
LABOR-MANAGEMENT MEETINGS

The Employer representatives shall meet as necessary with a Union Committee composed of a maximum of three (3) Representatives from Local 3537; one (1) from Council 31; and other from International Staff, as needed with a two-week advanced notice for the sole purpose of discussion of the implementation and general administration of this Agreement and a sharing of general information of interest to the parties. The meetings shall be scheduled at a time, place and date mutually agreed upon but shall be conducted on the premises during working hours. Items for the agenda may be submitted by the Employer or Union and a joint written agenda will be prepared by the Employer. The meetings shall be chaired by the Employer representative. These meetings shall be held no more than once per month. Safety and health items will be addressed at the Labor-Management meetings.

In no event may either party utilize a meeting under this Article to conduct negotiations and/or to bargain for revisions to any of the terms of this Agreement.

ARTICLE VII.
SAFETY AND HEALTH

Section A. Health Committee

Pursuant to its legal and fiscal responsibilities, it is the Employer's intent to provide a safe and healthy work place and to comply with all applicable safety laws and regulations. A Safety and Health Committee, consisting of two (2) members designated by the Union from among employees and two (2) members designated by the Employer, shall be established. Committee meetings shall be scheduled at a time, place, and date mutually agreed upon but shall be conducted on the premises during work time. Items for the agenda may be submitted by the Employer or Union and a joint agenda will be prepared by the Employer. The meetings shall be held no more than once per month.

Section B. Unsafe Conditions

If an employee has probable cause to believe that his/her health and safety are in danger due to an alleged unsafe working condition or alleged unsafe equipment, he/she shall inform his/her Department Head/Supervisor, who shall have the responsibility to determine what action should be taken. Employees are responsible for reporting unsafe conditions or practices to their Department Head/Supervisor.

Section C. Protective Equipment

Required and/or necessary protective equipment, as required by the Employer, shall be provided and maintained by the Employer. It is the employee's responsibility to properly utilize the equipment provided herein.

Section D. Video Display Terminal (VDT)

The Employer and the Union will attempt to keep current with monitoring studies and reports on the effects, if any, of the visual display terminals and their setting on the health and safety of the operators. The parties also agree to disseminate any relevant findings to the Health and Safety Committee.

Section E. Procedures to Screen and Monitor Employee Health

Each employee must have a physical examination and Mantoux T.B. Skin test upon employment per IDPH guidelines. Any subsequent physical and/or TB testing examinations will be requested as deemed necessary by the Supervisor/Department Head to meet IDPH guidelines. An employee who is a positive tuberculin reactor must be screened per IDPH guidelines. In the presence of clinical symptoms, the employee must notify the Employer and Health Department for the chest x-ray and evaluation.

Completed physical examination forms and x-rays or T.B. Skin test reports must be turned in to the Department Managers within the first ten (10) days of employment. Forms are then filed with the employee's confidential health/medical file.

Employees not submitting results of Mantoux testing and employee physical within ten (10) days of start date will not be scheduled to work until this requirement is met.

Section F. Communicable Infectious Disease

An employee with a communicable and/or infectious disease may not be allowed to work until a physician's release has been provided stating that the individual is able to perform his duties without jeopardizing the health of others.

Section G. Physician's Statement

An employee who is absent from scheduled work for more than three (3) consecutive scheduled work shifts may be required to produce a written statement from a physician releasing the individual to return to work.

Section H. Hepatitis B Vaccine (HBV) Immunization Program

Hepatitis B Vaccine is available without charge to those employees considered by the Employer to be at risk. Employees must attend an orientation or in-service on the administration of HBV so that each employee may make an informed decision regarding participation in the HBV immunization program. Employees must sign a consent form indicating their decision to participate or not participate in the HBV immunization program.

Section I. Policy for Occupational Exposure

The Employer and employees must follow applicable federal and state health regulations and requirements for HBV and HIV. This policy is enforced by the Department Managers, the Infection Control Committee and the Infection Control Coordinator.

Section J. HBV Hepatitis B Testing

Hepatitis B testing will be conducted in accordance with the then-applicable policy and protocol of the facility. This policy and protocol are subject to revisions as necessary and appropriate, including complying with CDC guidelines.

Section K. Costs and Disclosure

If an injury is arguably work related, all screening laboratory work, hepatitis immune globulin and hepatitis B vaccine will be provided for the employee at no cost; however, it is agreed and understood by the parties herein that employees covered by this agreement, when advancing injuries or claims under the Worker's Compensation statute of the State of Illinois, have an affirmative obligation to fully disclose to the Employer all requested medical documentation and history.

ARTICLE VIII.
PERSONNEL FILES

Section A. Personnel Files

The Employer shall keep a central personnel file for each employee in the bargaining unit which shall be maintained in the Administrative office. The Employer is free to keep working files, including internal investigation files, but material not maintained in the central personnel file may not be used for disciplinary or other action against an employee. Copies of portions of the personnel file will be maintained with the Administrative offices as are necessary to the discharge of their functions.

Section B. Inspection

Upon request of an employee, the Employer shall permit an employee reasonable inspection of his personnel file subject to the following:

(a) Such inspection shall occur within a reasonable time following receipt of the request;

(b) Such inspection shall occur during daytime working hours Monday through Friday upon written request;

(c) The employee shall not be permitted to remove any part of the personnel file from the premises but may obtain copies of any information contained therein upon payment for the cost of copying;

(d) Upon written authorization by the requesting employee, in cases where such employee has a written grievance pending and is inspecting his file with the respect to such grievance, that employee may have a representative of the Union present during such inspection and/or may designate in such written authorization that such representative may inspect his personnel file subject to the procedures contained in this Article;

(e) Pre-employment information such as reference reports, credit checks, or information provided to the Employer with a specific request that it remain confidential, shall not be subject to inspection or copying.

Section C. Notification

Employees shall be given immediate notice by Employer when a formal, written warning or other disciplinary documentation is permanently placed in their personnel file.

Section D. Investigation

The Employer shall not release the names, photos, or descriptions of bargaining members under investigation for misconduct in the performance of his or her duties, unless authorized by the employee or required by law.

ARTICLE IX.
DISCIPLINE

Section A. Definition

The Employer agrees with the tenets of progressive and corrective discipline. Disciplinary action or measures shall normally include only the following:

(a) Oral reprimand;

(b) Written reprimand;

(c) Suspension (notice to be given in writing);

(d) Discharge (notice to be given in writing); and

(e) Demotions.

All disciplinary actions will be memorialized in writing and placed in the employee's file.

Disciplinary action may be imposed upon non-probationary employees only for just cause. Such discipline does not limit the Employer to apply discipline based on the nature and severity of a case. Discipline shall be imposed as soon as possible.

Section B. Manner of Discipline

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

Section C. Pre-Disciplinary Meeting

For disciplinary actions other than oral warnings, a pre-disciplinary meeting shall be held with the employee and Union representative present. Prior to notifying the employee of the contemplated measure of discipline to be imposed, the Employer shall notify the Union of the meeting and then shall meet with the employee involved and inform him/her of the reasons for such contemplated disciplinary action, including any names of witnesses and copies of pertinent documents. Employees shall be informed of their rights to Union representation and shall be entitled to such if so requested by the employee. The employee and Union representative shall be given the opportunity to rebut or clarify the reasons for such discipline.

Section D. Oral Reprimands

In cases of oral reprimands, the supervisor must inform the employee that he/she is receiving an oral reprimand. The employee shall also be given reasons for such discipline, including any names of witnesses and copies of pertinent documents.

Section E. Notification and Measure of Disciplinary Action

In the event disciplinary action is taken against an employee, the Employer shall promptly furnish the employee and the Union in writing with a clear and concise statement of the reasons therefore. But once the measure of discipline is determined and imposed, the Employer shall not increase it for the particular act of misconduct which arose from the same facts and circumstances.

Section F. Removal of Discipline

Documentation relative to oral and written warnings shall not be used by the parties in the progressive discipline process if there has been no recurrence of the type or kind of conduct giving rise to said warnings after two (2) years. This provision specifically excludes evidence relative to disciplinary actions involving demotions, suspensions, and discharges. Additionally, discipline involving harassment or violence shall stay in the file indefinitely.

Section G. Polygraph

No employee shall be required to take a polygraph examination for the life of this Agreement.

Section H. Limitation

The Employer's agreement to use progressive and corrective discipline does not prohibit the Employer in any case from imposing discipline which is commensurate with the severity of the offense. The Employer may suspend an employee for up to fifteen (15) calendar days, with or without pay, pending the decision whether to discharge the employee. The decision to pay or not pay the employee is exclusively the Employer's decision and is expressly not grievable.

Section I. Discharge Offenses

The following are examples of conduct that may result in immediate involuntary termination without adherence to the multi-step discharge procedure prescribed above. It is not possible to list every disciplinary infraction which could lead to discipline or discharge. These examples are included as a guide to employees and supervisory personnel:

(a) unlawful use of drugs or improper use of alcoholic beverages;

(b) Insubordination;

(c) Habitual tardiness, excessive or unexcused absence;

(d) Falsification of employment application or other deceit;

(e) Violation of County and/or departmental policy;

(f) Indictment on charge involving official misconduct;

(g) Assault or abuse of a supervisor, fellow employee or a resident;

(h) Wanton abuse or theft of resident, employee, or County property;

(i) Soliciting or accepting of gratuities;

(j) Gross negligence or incompetence;

(k) Dereliction of duty or obligation (sleeping on duty);

(l) Sexual harassment;

(m) Resident abuse - physical, verbal, or neglect.

Section J. Criminal Background Act

Employees must meet and comply with all applicable requirements for employment as stated in the Health Care Worker Criminal Background Check Act [225ILCS46], including revisions thereto. Repeat background checks will be done as deemed necessary by the Employer, IDPH guidelines or other applicable law(s).

Section K. Grievance Definition

1. A grievance is defined as a dispute or complaint arising between the parties hereto under or out of this Agreement or in the interpretation, application, performance, termination or any alleged breach thereof.

2. All employees covered by this Agreement are entitled to Union representation pursuant to the Agreement at each and every step of the grievance procedure, and the Union is entitled to be involved at each and every step of all grievances pertaining to the bargaining unit at each and every step.

Section L. Time Limits

1. Grievances may be withdrawn at any step of the grievance procedure without prejudice. Grievances not appealed within designated time limits will be treated as withdrawn.

2. The time limits at any step or for any hearing may be extended by mutual agreement of the parties.

3. The Employer or Union's failure to respond within the time limits shall not find in favor of the grievant, but shall automatically advance the grievance to the next step.

Section M. Grievance Steps

Step 1. Immediate Supervisor

The employee and/or Union shall orally raise the grievance with the employee's supervisor. The employee shall inform the supervisor that this discussion constitutes the first step of the grievance procedure. All grievances must be presented no later than five (5) working days from the date that the grievant became aware, or reasonably should have been aware, whichever is shorter, of the occurrence giving rise to the complaint. The immediate supervisor shall render an oral response to the grievance within five (5) working days after the grievance is presented. If the oral grievance is not resolved at Step 1, the immediate supervisor shall sign the written statement of the prepared grievance prepared for submission at Step 2 acknowledging discussion of the grievance.

Step 2. Department Director

In the event the grievance is not resolved in Step 1, it shall be presented in writing by the Union to the Department Director, or his/her designee, within five (5) working days from the receipt of the answer or the date such answer was due, whichever is earlier. Within five (5) working days after the grievance is presented to Step 2, the Department Director shall discuss the grievance with the Union. The Department Director shall render a written answer to the grievance within five (5) working days after such discussion is held and provide a copy of such answer to the Union. The written grievance shall contain a complete statement of the grievant's complaint, the Section(s) of the Agreement allegedly violated, if applicable, the date of the alleged violation and the relief sought. The form shall be signed and dated by the grievant and

Union representative. Improper grievance form, date or section citation shall not be grounds for denial of the grievance.

Once a grievance is filed, the grievant is precluded from modifying or revising the grievance to include additional contract violations that are based on the same incident and/or operative facts.

Step 3. Administrator

If the grievance is still unresolved, it shall be presented by the Union to the Administrator in writing within five (5) working days after receipt of the Step 2 response or after the Step 2 response is due, whichever is earlier. Within five (5) working days after receipt of the written grievance, the parties shall meet or hold other discussion in an attempt to solve the grievance unless the parties mutually agree otherwise. The Administrator or designee shall give his/her written response within five (5) working days following the meeting.

Step 4. Arbitration

(a) Appeal Procedure

Any grievance, as defined in Section A of this Article, that has been properly and timely processed through the grievance procedure set forth in Article X of this Agreement and that has not been settled at the conclusion thereof, may be appealed to arbitration by the Union or Employer by serving the other party with written notice of its intent to appeal. The failure to appeal a grievance to arbitration in accordance with this Section within thirty (30) working days after the written answer of the Employer at Step 3 or Union response under Section H of the grievance procedure set forth in Article X of this Agreement, shall constitute a waiver of the party's right to appeal to arbitration, and the written answer of the Employer at Step 3, Section G, of the grievance procedure shall be final and binding on the aggrieved employee, the Employer, and the Union.

(b) Selection of Arbitrator

Not later than ten (10) working days after the Union/ Employer serves the other party with written notice of intent to appeal a grievance to arbitration, the Employer and the Union shall jointly request the American Arbitration Association or the Federal Mediation Service to furnish, to the Employer and the Union, a list of seven (7) qualified and impartial arbitrators. Within five (5) working days after receipt of that list by the Employer and the Union, the Employer and the Union shall alternately strike names from the list until only one (1) name remains. The arbitrator whose name remains shall hear the grievance. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and Union, requesting that he/she set a time and place for the hearing, subject to the availability of the Employer and the Union representatives, and shall be notified of the issue where mutually agreed by the parties.

(c) Arbitrator's Jurisdiction

The jurisdiction and authority of the arbitrator and his/her opinion and award shall be confined exclusively to the interpretation and/or application of the express provision(s) of this Agreement at issue between the Employer and the Union. He/she shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement; to impose on either party a limitation or obligation not explicitly provided for in this Agreement; or to establish or alter any wage rate or wage structure. The arbitrator shall not hear or decide more than one (1) grievance without the mutual consent of the Employer and the Union. The written award of the arbitrator on the merits of any grievance adjudicated within his/her jurisdiction and authority shall be final and binding on the aggrieved employee, the Union and the Employer.

(d) Fee and Expense of Arbitration

The fee and expenses of the Arbitrator shall be divided equally by the Employer and the Union. The cost of a written transcript, if any, shall be borne by the requesting party. Each party shall be responsible for compensating its own representatives and witnesses. The Employer and Union shall have the right to request the arbitrator to require the presence of witnesses or documents.

Should the Employer and/or the Union wish to settle the grievance before the arbitration hearing date, the Employer and/or the Union shall present the proposed settlement in writing to the other party before the hearing date.

The arbitrator's award shall be made within thirty (30) days (excluding Saturdays, Sundays, and Holidays) after the conclusion of the arbitration hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The award shall be in writing and signed by the arbitrator. The arbitrator shall deliver a copy to each party personally or by registered mail, unless the parties mutually agree otherwise.

Section N. Advanced Grievance Step Filing

Grievances concerning discharge of any employee shall be initiated at Step 3 of the grievance procedure. Certain mutually agreed upon issues which by nature are not capable of being settled at a preliminary step of the grievance procedure may be filed at the appropriate advance step where the action giving rise to the grievance was initiated.

Section O. Grievance Processing

No employee or Union representative shall leave his work assignment to investigate, file, or process grievances without first securing permission from his supervisor. In the event of a grievance, the employee shall always perform his assigned work task and grieve his complaint later, unless the employee reasonably believes that the assignment endangers his physical safety.

A maximum of two (2) employees (the grievant and/or Union representative) per work shift shall be excused from work with pay to participate in a Step 1, Step 2, or Step 3 grievance procedure. The employee shall only be excused for the amount of time reasonably required to

present the grievance. The employee shall not be paid for any time during which a grievance meeting occurs outside of the employee's work shift.

Section P. Room/Telephone

Upon request, the employee and Union representative shall be allowed the use of an available appropriate room while investigating or processing a grievance; and, upon prior general approval, shall be permitted the reasonable use of telephone facilities for the purpose of investigating or processing grievances.

Section Q. Pertinent Information

Either the Union or the Employer may request the production of specific documents, books, papers, or witnesses reasonably available from the Union or the Employer 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.

Section R. Grievances Filed by the Employer

Should the Employer choose to grieve against the Union, it shall follow the following steps:

Step 1.

Within five (5) working days of the occurrence giving rise to the grievance, a written grievance signed by the Administrator shall be submitted to the AFSCME Local 3537 President. If the President wishes to discuss the grievance, such meeting shall be held within five (5) working days and such meeting shall not extend the deadline for such response.

Step 2.

If the Union's response does not satisfactorily resolve the grievance, the written grievance may be presented to the AFSCME Local 3537 field representative within five (5) working days of the Step 1 response, or the date the Step 2 response was due, whichever is earlier. Within five (5) working days after the receipt of the written grievance, the parties shall meet, or hold other discussions, in an attempt to resolve the grievance unless the parties mutually agree otherwise. The AFSCME field representative, or his designee, shall give his written response within five (5) working days following the meeting.

Upon failure to satisfactorily resolve the grievance, the Employer may submit the grievance to arbitration under this Agreement.

ARTICLE X.
HOURS OF WORK AND OVERTIME

Section A. General Provisions

The normal workday shall consist of eight and one-quarter (8 1/4) hours with an unpaid one-half (1/2) hour meal period. Part-time shifts may be less than eight hours as determined by the Employer.

Current employee schedules are set forth in Appendix I, which is attached hereto and made part of this Agreement. This Appendix reflects work schedules that consist of three and three-quarters (3 3/4), four (4), four and one-half (4 1/2), five (5), seven and one-half (7 1/2), or seven and three-quarters (7 3/4) consecutive hours and the normal workweek(s) shall consist of twenty (20) to seventy-seven and one-half (77.5) consecutive hours beginning with the time the employee starts work on the first day of his/her workweek, normally followed by two (2) consecutive days off. Where days are currently rotated, this practice shall continue unless the parties mutually agree otherwise.

The Employer at its sole discretion has the right to continue the current practice of scheduling flexible hours.

The Employer will strive to grant employees every other weekend off depending on operating needs.

Section B. No Guarantees

Nothing in this Article shall be construed as a guarantee of hours of work.

The schedules contained herein are provided merely as a guide. The Employer, by providing these schedules, is not bound to guarantee hours or the timing of those hours and expressly reserves the right, in its sole discretion, to revise, change, and/or modify the above based on the operating needs of the nursing home.

Section C. Overtime Payment

All hours worked in excess of forty (40) hours in the employee's scheduled work period shall be paid at the rate of one and one-half (1 1/2) times the employee's straight time hourly rate or compensated by granting one and one-half (1 1/2) times the number of overtime hours worked as compensatory time pursuant to past practices. Overtime created as a result of employees voluntarily exchanging shifts shall not be paid at 1 1/2 times regular pay, except as required by law.

The Employer shall follow the Fair Labor Standards Act where applicable.

Section D. Lunch Period

Work schedule shall provide for an unpaid meal period of not less than thirty (30) minutes. Employees may leave their work site during their lunch period.

Section E. Rest Periods

There shall be two (2) rest periods not to exceed 15 minutes each during a full shift and one (1) fifteen minute rest period for employees working less than a full shift, but more than three and one-half (3.5), as scheduling and work assignments allow.

Section F. Call Back Pay

Any employee called back to work outside of his/her regularly scheduled shift or on a scheduled day off shall be paid a minimum of two (2) hours pay at the applicable rate from the time the employee is called. Work schedules will not be changed because of call back time in order to avoid overtime or straight time pay unless mutually agreed by the employee and Employer.

Section G. Stand By Pay

Employee(s) required by the Employer to be on "stand by" shall be paid an additional 1 1/2 hour(s) for each day on "stand by."

Section H. Change in Normal Workday and Week

The shifts, workdays and hours to which employees are assigned may be changed based on the operational needs of the Employer. When operational needs require a schedule change, notice shall be given to affected employees and Union as far in advance as is reasonably practicable; however, absent extraordinary circumstances, the Employer shall attempt to give a minimum three (3) day notice of impending schedule changes.

Section I. Overtime Assignments

The Employer shall assign and distribute overtime as equitably as possible among the employees who normally perform the work in the position classification where overtime is needed. Unless there is no volunteer(s), the Employer will assign overtime on a rotating basis according to seniority. The Employer may assign overtime on units that are short staffed.

a. Employees who volunteer and work extra shifts may elect to use an equivalent amount of PHOs paid in addition to regular pay for such shifts.

b. Employees with approved PHO's scheduled in a workweek who work additional shifts in the same workweek will be paid for all hours actually worked plus they will be entitled to utilize their earned and approved PHO's during that workweek.

c. Employees shall receive a premium payment of thirty dollars ($30.00) for each full shift mandated in writing beyond one per month.

d. CNAs who volunteer to work an extra shift lasting a minimum of six (6) hours shall receive an additional $30.00 per shift. Partial shifts of three hours or more will be credited toward this premium payment.

Section J. Disaster-Related Emergency Schedules

For disaster-related emergency scheduling that requires a minimum number of extra staffing, employees on duty may be required to remain on duty until relieved by on-coming staff. Employees shall be paid at the rate of one and one half (1 1/2) times their regular rate for all hours worked pursuant to this provision.

Section K. Overtime Stipend

All non-nursing department employees will receive a premium payment of $10 for each six (6) hours that the employee volunteers and actually works in a one month period, subject to the remaining provisions of this section. To qualify for this payment, the employee must work a: (a) 7.75 hour shift, (b) 6 hour shift, (c) two-four hour shifts, or (d) two-three hour shifts. The exact hours/shifts will be determined as dictated by staffing needs and deemed necessary by Department Manager.

ARTICLE XI.
SENIORITY, LAYOFF AND RECALL

Section A. Definition

Seniority is defined, for the purpose of this Agreement, as the employee's length of continuous full or part-time service with the DeKalb County Rehab & Nursing Center since the employee's last date of hire with the home.

Section B. Application of Seniority

In the application of seniority and ability in promotions, filling of permanent openings in classification, lay off and recall, seniority shall be the determining factor within the specific job classifications within the Department when, among qualified employees within such classifications, their qualifications, skill and ability to perform the work are substantially equal. When applying this principle of seniority within classification and ability, the Employer's decision shall be made in good faith and shall not be arbitrary or capricious.

Section C. Termination of Seniority

Seniority shall be terminated when an employee:

(a) resigns or otherwise quits;

(b) is discharged for cause (however, if such discharge is reversed through the grievance procedure, the issue of seniority is subject to the remedy attained within the grievance procedure);

(c) retires;

(d) does not return to work from layoff within three (3) working days after being notified of return, except when such failure to return to work is due to the circumstance beyond the employee's control and the employee was notified prior to the tolling of the three (3) day period;

Section D. Seniority for New Employees

There shall be no seniority among probationary employees until they successfully complete their appropriate probationary period, wherein such employee shall acquire seniority retroactive to his/her initial date of hire with the Employer. The Employer shall continue to perform and utilize employee performance evaluations pursuant to past practices and the following procedures and policies:

- Performance evaluations must be completed by the supervisor at the following intervals: three months, six months, one year, each subsequent year, and upon termination of employment.
- When an employee is promoted or transferred to another classification, this same schedule must be followed.

- Evaluated qualities will include quantity of work, quality of work, attendance, punctuality, reliability, attitude, relationship with residents and staff, job knowledge, learning ability, neatness, orderliness, initiative, safety, and similar areas as appropriate to the classification. Evaluations should also note particular strengths and weaknesses and make recommendations for improved work performance.
- Evaluations must be signed by the supervisor and the employee.
- Evaluations will be placed in the employee's personnel file. The employee will be provided a copy upon request.
- Evaluations should be discussed with the employee in a positive manner, recognizing outstanding performance and offering assistance through constructive criticism and suggestions as appropriate, as well as recognizing the importance of the employee's self-evaluation.

Section E. Seniority Roster

The Employer shall maintain, post and keep current within each department covered by his Agreement a seniority roster by classification. The Union representative shall be provided a copy of the seniority roster on the date of posting, which shall be no less than annually.

Section F. Layoff

The Employer in its sole discretion shall determine whether layoffs are necessary. Although not limited to the following, layoffs shall ordinarily be for lack of work, lack of funds, subcontracting operations, balancing budgets, or to improve productivity.

Once the Employer determines that layoffs are necessary, employees will be laid off in the following order:

A. Part-time, short-term (seasonal/provisional employees) and probationary employees in affected job classifications within a department in an order determined by the Employer;

B. Full-time employees by appropriate organizational unit and/or classification within each department. When two or more employees have relatively equal experience, skill, ability, and qualifications, the employee with the least departmental classification seniority will be laid off first.

An employee subject to layoff may not bump an employee with less seniority.

Section G. Recall

Employees who are laid off shall be placed on a departmental recall list for a period of two (2) years. If there is a recall, employees who are still on the departmental recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled. If an employee is recalled to a position in a lower rated job classification, he/she shall have the right to return to the job classification he/she held prior to being laid off in the event it subsequently becomes available. If an employee is recalled to a lower rated job classification, the employee shall have the right to refuse the

recall. The Employer shall not hire new employees until employees on the departmental recall list, who are presently qualified to perform the work in the affected job classification, are offered recall.

Section H. Recall Notice to Employees

Employees eligible for recall shall be given ten (10) working days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union representatives, provided that the employee must notify Employer of his/her intention to return within three (3) days after receipt of notice of recall. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered or certified mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the employer with his/her latest mailing address.

ARTICLE XII.
PERMANENT VACANCY

Section A. Position Vacancy

A position vacancy is created when the Employer determines to increase the work force and to fill a new position(s) or when any of the following personnel transactions take place in the bargaining unit: the Employer determines to replace the previous incumbent; terminations, promotions, demotions, or transfers.

Section B. Posting

Whenever a vacancy occurs, other than a temporary vacancy, in an existing job classification or as result of the development or establishment of new job classifications, a notice of such vacancy shall be posted on all bulletin boards for five (5) working days. During this period, employees who wish to apply for the vacancy, including employees on layoff, may do so.

Section C. Selection

Any bargaining unit employee may apply for a vacancy. The Employer may also fill the vacancy from outside the bargaining unit, as the Employer deems appropriate, if the outside applicant possesses greater skill and ability, as determined by the Employer, than a present employee applying for the vacancy.

When the Employer elects not to consider outside applicants, and if the internal applicants are qualified and have relatively equal qualifications, skills, and ability to perform the work in question, then seniority shall be the deciding factor.

Vacancies shall be filled in the following order:

1. departmental 2. transfer 3. new hire

ARTICLE XIII.
VACATION, SICK LEAVE, AND HOLIDAY BENEFITS

Section A.

Covered employees are eligible for time away from the job through paid hours off (PHO) system. Included in this employee benefit are vacation days, holidays, and sick days.

Section B. Earned Benefits (PHO)

All covered employees shall earn hours of paid time off with the following:

Hours earned per pay period (26 per year) for continuous years of employment:

1/2 year thru 2 years of service	.0885
3 years thru 7 years of service	.1077
8 years thru 15 years of service	.1270
16 years or more of employment	.1443

Annual accrual is computed as follows:

Bi-weekly hours x (.0885 or .1077 or .1270 or .1443) x 26 = Annual PHO Accrual.

The aforementioned earned benefit schedule shall become effective on the date of the execution of this Agreement.

Section C. Holiday Schedule, Eligibility, and Pay

(a) Holidays Observed. PHOs may be applied to the following holidays:

New Year's Day	Thanksgiving Day
Easter Day	Day After Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	

(b) Holiday Eligibility. To be eligible to use PHOs for these holidays, the employee shall work the employee's last scheduled workday before the holiday and the first scheduled workday after the holiday or the day taken as a holiday.

(c) Pay Practices. Employees who do not work on a holiday may elect to use PHO hours computed at the regular straight time hourly rate for the number of hours for which they are normally, regularly scheduled to work immediately prior to the holiday but not to exceed 7 3/4 hours. In the event of an emergency or other situation which demands immediate or special attention, or continuous scheduling is required, an employee may be required to work on a holiday. In such case, the employee shall be paid 1 1/2 times his regular straight time hourly rate of pay for

all hours worked on the holiday plus the right to use a PHO, if available, for the number of hours they are normally regularly scheduled to work.

Section D. PHO Use for Vacations

Leave for vacation purposes shall be arranged with due regard for the operating needs of the Nursing Home. Each department head is responsible for vacation scheduling within his/her department that shall best meet and reconcile vacation preferences of employees with Nursing Home work.

Section E. PHO Accumulation and Pay Outs

Employees who have accumulated with more than 465 PHOs on December 31 of each year shall be paid the excess hours at the employee's regular straight time rate of pay.

Upon termination with at least six (6) months continuous employment and at least seven (7) calendar days of advance notice in writing, the employee shall be paid for any accumulated PHO benefits at the employee's regular rate of pay at the exchange rate of one PHO for every one accumulated PHO.

Section F. Use of PHOs and Absentee Policy

The use of PHO or paid leave as provided for in this Agreement is subservient to the provisions of the absentee policy as set forth and interpreted at page 49 of this Agreement, "Absences and Tardiness."

Section G. Sick Leave

Sick leave is absence with pay for illness or injury. Employees shall report illness to their supervisor pursuant to the following schedule:

SHIFT	NOTICE PERIOD
Day	One (1) hour prior to starting time
P.M.	Two (2) hours prior to starting time
Night	Three (3) hours prior to starting time

If an employee fails to give timely notice of illness under this section, then the employee shall not be eligible to receive paid (PHO) sick leave benefits for the absence, unless otherwise agreed upon in a particular instance by the Employer. The Employer may request, prior to payment for sick leave, evidence which may be in the form of written medical certification of use of sick leave if reasonable grounds exist to suspect abuse or if the absence has exceeded three (3) consecutive workdays.

ARTICLE XIV.
EXTRAORDINARY LEAVE BENEFITS

Section A. General

An employee is entitled to a leave of absence with remuneration under the following extraordinary conditions:

Death of a member of the immediate family as defined,
Summoned to report for service on a petit, coroner's or grand jury, and
Ordered to active duty for training as a member of the Reserves or National Guard.

Section B. Bereavement Leave

In the event of death in the immediate family of an employee, the employee shall be granted a leave of absence with pay and benefits for a period of up to three (3) consecutive days to attend the funeral if loss of wages would occur.

Probationary employees may take unpaid time off under this Section and will be compensated for such time off in the next regular paycheck following his/her satisfactory completion of the probationary period.

Proof of funeral leave may be required.

The "immediate family" is defined as follows:

Father	Husband	Son
Step-father	Wife	Daughter
Mother	Step-son	Son-in-law
Step-mother	Brother	Daughter-in-law
Mother-in-law	Step-brother	Grandparents
Father-in-law	Sister	Grandchildren
Legal Guardian	Step-sister	Step-daughter
Significant Other*		

A leave in addition to the specified duration may be approved by the department head under special circumstances.

*An employee taking funeral leave for a significant other, upon the request of management, must demonstrate that the person for which they are taking funeral leave is, in fact, a significant other. Significant other, for purposes of funeral leave under the contract, is generally defined as a person who has regularly resided with the employee for at least six (6) consecutive months prior to the death. Documents which demonstrate that the parties lived together and/or owned property together for at least six months (prior to the death) will generally suffice for meeting this requirement.

Section C. Military Leave

An employee who is a member of the ready Reserves or National Guard, when ordered for active duty for training, shall be granted special leave of no more than thirty (30) calendar days to complete such duty. The employee, upon full disclosure, shall be compensated the difference in pay, if any, during such period of leave. The County will comply with all current state and federal laws pertaining to other types of active duty assignments.

Section D. Maternity Leave

Eligible employees who request time off for pregnancy related reasons will be treated in accordance with the County FMLA policy.

Section E. Family and Medical Leave Act

The parties herein agree to abide by the provisions of the County's then-applicable Family and Medical Leave Act Policy, as amended, which is attached hereto and incorporated herein. (Appendix II) The twelve (12) month period for computing benefits will be based on a "rolling" twelve (12) month period. Employees are required to use earned and unused PHO time in lieu of unpaid FMLA time off. It is understood that the current PHO use policy which permits an employee to maintain a PHO bank of up to 25 days of PHO time will continue.

Section F. Other Extraordinary Leave

An employee, after two continuous years of service with the County Government, may request a general leave of absence from a Department Head for no longer than twelve (12) months. It is the responsibility of the Department Head to determine whether the granting of such leave shall result in a disruption in the operation of the department involved. Such leave shall be without compensation. Acceptance of other employment during the term of the leave shall result in immediate termination of employee.

For employees other than Department Managers, it is the sole discretion of the Department Head to award such leave of absence.

An employee shall accrue no benefits during such leave of absence. An employee may maintain, during such leave, health insurance as prescribed by the policy in effect on the initial day of leave and IMRF coverage, provided the employee reimburses the County Government the total cost of these benefits. The employee is not eligible to receive payment for +paid time off benefits at the beginning of such authorized leave of absence.

At the end of the leave of absence, the employee shall be returned to like position within the department from which the employee took leave, provided that such a position is available.

Section G. Jury Duty

Employees required to report for jury duty or jury service shall be paid the difference between their salary and the amount they receive for jury duty.

Section H. Prohibition Against Misuse of Leaves

Any leaves granted pursuant to the terms of this Agreement, regardless of being with or without pay, shall not be used for the purposes of securing alternative employment. An employee during such leave may not be gainfully employed or independently self-employed without prior approval by the employer which will not be unreasonably denied. Violation of this provision contained within this Agreement shall subject the employee to immediate discharge or loss of all benefits and rights accrued pursuant to the terms of this Agreement.

ARTICLE XV.
SEXUAL HARASSMENT

Section A. Policy

It is agreed by the Employer and the Union to provide an employment environment free of unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct or communications deemed to constitute sexual harassment, as defined and otherwise prohibited by federal and state statutes, regulations, and guidelines. The Employer condemns work place sexual harassment, and sexual harassment will be grounds for immediate discipline up to and including termination.

Section B. Definition of Sexual Harassment

The Equal Employment Opportunity Commission (EEOC) has issued guidelines interpreting the Civil Rights Act of 1964's (Title VII) sexual harassment prohibition. Sexual harassment is defined in these guidelines as follows:

> Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of any individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Section C. Management Responsibility

It is the responsibility of all management personnel, at all levels, including those persons serving temporarily as supervisors, to enforce the Employer's sexual harassment policy. Management personnel who fail to enforce this policy strictly and promptly may also be subject to disciplinary action up to and including termination.

Section D. Timeliness for Initiating Complaints of Sexual Harassment

Complaints of sexual harassment are subject to the time limits provided in Article X, "Grievance Procedure."

Section E. Procedure for Initiating Complaints

The following procedure shall apply in initiating a sexual harassment complaint:

> A grievance involving an alleged violation of this Article shall be submitted directly to the THIRD step of the grievance procedure, and the grievant shall be represented by the Union. A grievance hearing shall be promptly scheduled.

ARTICLE XVI.
DAMAGE TO PERSONAL PROPERTY

All clothing and authorized equipment, excluding motor vehicles, damaged in the line of duty, without fault or negligence on the part of the employee, shall be replaced or repaired by the Employer, subject to the maximum dollar limitations as set forth below, and provided that said replacement is not covered by other applicable insurance policies and provisions.

Maximum Dollar Limitation

Property	Dollar Replacement/Repair
Watches	up to $ 50.00
Clothing, etc.	up to $ 75.00
Eyeglasses, contacts	up to $175.00*

The Employer will provide open lockers for placing wearing apparel while working.

The Employer shall not be responsible for loss or theft of any employee's personal property. Jewelry is not covered for loss, theft, or damage reimbursement.

ARTICLE XVII.
WAGE AND OTHER PAY PROVISIONS

Section A. Wage increase Effective January 1, 2013

Effective January 1, 2013, all AFSCME base wage rates will increase 1%

Effective January 1, 2014, all AFSCME base wage rates will increase 1%.

Effective January 1, 2015, all AFSCME base wage rates will increase 2%

To receive retroactive payment an employee must be employed on the ratification date of this agreement.

Section B. Maximum Range

The current maximum ending salary ranges shall not apply during the term of this Agreement. However, it is expressly understood and agreed to by the Parties that the Employer has a business need and desire to provide a cap on the salary ranges in future years.

Section C. Uniform Allowance

Non-probationary full-time employees who are normally scheduled for 38.75 hours or more per week will receive a clothing allowance of one hundred sixty dollars ($160.00) effective 6-1-09 and to one hundred seventy-five dollars ($175) effective 6/1/10. All other non-probationary employees who are required to wear a uniform, shall receive a one hundred and thirty dollar ($130.00) clothing allowance effective 6/1/09 and to one hundred thirty-five ($135) effective 6/1/10. This uniform allowance will be paid in the first payroll period in June.

Section D. Evening and Night Shift Differential

All full time employees and part time nursing personnel who work the majority of hours between 2:45 p.m. and 7:00 a.m. shall receive one dollar ($1.00) added to their hourly rate. Non-nursing part-time employees working the majority of hours between 2:45 p.m. and 7:00 a.m. shall receive thirty cents ($.30) added to their hourly rate.

Section E. Weekend Differential

Employees shall receive a fifty cent ($.50) per hour weekend differential for each hour worked during the weekend, which is defined as the period from 6:00 a.m. Saturday to 6:00 a.m. Monday. The L.P.N.s who are on the payroll as of the ratification date of this Agreement shall be eligible to receive the weekend differential which is available to R.N.s.

Section F. Incentive

Post probationary employees who have not been tardy/absent for a calendar month shall receive a cash bonus. Employees with less than five (5) years' service are eligible for one (1)

percent of that month's straight hours worked, those with over five (5) years two (2) percent. To be eligible, the employee must work as scheduled.

Section G. In-House Registry

In times of shortages of available staff, Management may designate certain positions as in-house registry. Part-time employees hired to work less than 1000 hours annually in these classifications may be offered a higher hourly rate of pay in lieu of insurance coverage and paid hours off.

Section H. Out of Class Pay

Employees who accept the extra responsibility of supervisory duties or duties in a higher classification for a minimum period of five (5) days in a normal workweek shall receive a pay differential of ten percent (10%) added to their base salary for all hours worked after the five (5) day minimum has been met

Section I. Retention Bonus

Incentive bonus is paid every six (6) months (First pay periods in May and November) to all full- and part-time employees, as follows:

Employees who were hired prior to June 1, 2013 and have at least six (6) months of service will earn $.40/hour toward the Retention Bonus for each hour actually worked during the previous bonus period (i.e., six months). Full time employees (as defined below) will receive credit for PHO hours paid but not worked plus their hours actually worked, for purposes of computing their Bonus amount, up to the stated maximum bonus amounts (i.e., $400 per bonus period). For purposes of this section only, the term "full time employees" refers to those employees who are regularly scheduled to work 38.75 hours or more for at least 20 of the 26 preceding workweeks during the 6 month period prior to the date that the Retention Bonus is paid by the Employer.

No covered employee will be deemed to be eligible to earn or receive a retention bonus if, at any time during the six (6) month computation period for the bonus at issue, the employee has received disciplinary action of two or more written reprimands (or higher) for a violation of any work or safety rule and/or for a violation of the employer's absence/tardiness policy (the second warning need not be for the same or similar offence). Additionally, upon an employee's receipt of his/her disciplinary action of a single warning (or higher) for violation of any work or safety rule and/or for violation of the employer's absence/tardiness policy, the employee will forfeit the opportunity to receive one half of the retention bonus for that six month computation period.

Section J. Promotion Pay Policy

Upon promotion, an employee shall receive a wage adjustment to entrance level of the classification promoted into. In recognition of recruitment difficulties and/or prior pertinent experience or exceptional qualifications, the Department Head with approval of the Administrator may grant a wage of up to ten percent (10%) greater than the entrance level or, if

the employee's current rate of pay exceeds the entrance level plus ten percent, may maintain the employee at his or her current rate of pay.

Section K. Demotion Pay Policy

Demotion becomes necessary when an employee either elects to accept a position involving less responsibility and a lower grade, or fails to demonstrate the level of responsibility or skill deemed requisite for the position held. Upon demotion, the employee shall receive a wage decrease proportionate to the difference between the two entry-level classifications.

Section L. Substitute Cook

Employees who are designated by management to work in the substitute cook classification shall be paid at the applicable entry rate for the "cook" position for all hours actually worked in that class but will remain in his/her normal class at all other times (i.e., dietary aide). Nothing in this agreement provides for minimum manning or requires the Employer to designate a cook on any particular shift.

ARTICLE XVIII.
INSURANCE

Section A. Insurance Coverage

During the term of this agreement, the Employer shall offer the covered employees the same health insurance coverage(s) as the other County employees who are not covered by a collective bargaining agreement (including revisions thereto). Coverage will be effective on the first day of the month which follows the 60th day from date of hire inclusive. The Employer will maintain in full force and effect the current health, dental, and life insurance plan benefits for all covered employees and their eligible dependents. The current and then applicable summary plan description booklet for such benefits will be incorporated by reference as a general outline of insurance coverage so long as said plan description booklet accurately reflects the current insurance coverage.

Section B. Insurance Cost and Buy-Out Provisions

All employees working an average of at least 29 hours per week are eligible to be covered under the health, dental and life insurance plan. During the term of this Agreement, the County will continue to pay 75% for the premium cost of employee coverage with the covered employees continuing to pay the remaining 25% of the premium costs. Provided, however, effective 1/1/13, and thereafter for the remaining term of the Agreement, increases to the employee's premium costs shall be capped at 20% per year.

Section C. Life Insurance

The Employer shall provide covered employees with a paid life insurance policy in accordance with the terms and conditions applicable to similarly situated County employees.

Section D. Acknowledgment

By entering into this Agreement, the Union and the affected employees acknowledge and agree that the Employer is not obligated to maintain or increase the levels or amounts of contributions made by the County or the Employer to the Health Fund or otherwise on behalf of the covered employees during the term of this Agreement. Likewise, nothing contained in this Agreement will preclude the Employer from changing insurance carriers (or becoming self-insured) and/or reducing the level of insurance coverage(s) to reasonable amounts as a cost-containment effort where there is a business need to do so. Provided, however, before making any adjustments to the coverage(s) or employee amount of premium payments, the Employer agrees to consult with the Union representatives on the Insurance Committee

Section E. Parity

During the term of this Agreement, if the County's non-represented employees covered by the Employer's group insurance plans are provided additional benefits, or charged a lesser amount of the monthly costs for the group insurance coverage(s), then such enhanced benefits, or lesser monthly costs shall likewise be offered to the employees covered by this Agreement.

Section F. Portability

The Employer will comply with the health insurance portability provisions of the federal Health Insurance Portability and Accountability Act of 1996, and applicable amendments.

Section G. Administration

In all respects, the administration of the employee contributions under this Article XIX will be handled by the Employer on the same basis as applicable to the County employees who are not covered by a collective bargaining agreement.

In anticipation of likely changes to the insurance coverage(s) and premium amounts, the Employer agrees to meet and consult with the Insurance Committee members at least sixty (60) days prior to the effective date of the insurance renewal to discuss the available alternatives and the anticipated increases in premium amounts. It is understood that, in the event of a grievance regarding this provision of the Agreement, the losing party shall be responsible for all costs and expenses incurred by both parties for the arbitration.

Section H. Joint Insurance Committee

The Parties shall establish and maintain a Joint Labor/Management Committee on group insurance benefits (the "Insurance Committee"). The Insurance Committee will include two (2) union representatives covered by this Agreement and two (2) union representatives covered by each of the other agreements between AFSCME and covering employees of DeKalb County for a total of six (6) employee representatives. The Insurance Committee will study cost containment provisions and it will explore proposals to expand health and ancillary benefits, as appropriate. The Insurance committee will also review any problems with the claims administration of the current benefit plans on a quarterly basis upon advance scheduling at a mutually agreeable date and time.

Section I. Buyout

The employees covered by this Agreement may choose to participate in the Employer's health insurance buyout plan under the same terms and conditions that apply to other County employees who are not covered by a collective bargaining agreement as reflected in Section B of Article XIX.

Section J. Claim Disputes

The extent of coverage under the group benefit polices referred to in this Article shall be governed by the terms and conditions set forth in said policies and plan documents. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy or plan document and shall not be subject to the grievance procedure set forth in the collective bargaining agreement. However, the Employer agrees to investigate any disputes over the benefit plan coverage raised by employees and to assist employees I resolving such disputes with the appropriate insurance carrier or Plan Administrator. In addition, the Employer will

aggressively enforce any contracts with insurance carriers or plan administrators to assure that employees get the benefits required under the relevant insurance contracts or plan documents.

Section K. Insurance Benefits while on Leave

Will be provided in accordance with the Family and Medical Leave Act of 1993 ("FMLA") as required by law so long as the employee continues to pay his/her portion of the premium payment and otherwise complies with his/her obligations under the FMLA while on leave.

ARTICLE XIX.
EXPENSE REIMBURSEMENT ALLOWANCES

It is the policy of DeKalb County to pay on behalf of or to reimburse its employees within established budget restraints for all reasonable job-related expenses included for travel or meetings which are deemed by the Employer to be necessary and beneficial to DeKalb County Rehab & Nursing Center.

All expenses shall be approved in advance by the Administrator.

Reimbursement expenses include:

Seminar registration
Meals and lodging within daily allowances
Mileage at the County-approved amount
Other transportation costs within guidelines
Other expenses as approved by the Administrator.

All requests for reimbursement must be on a travel request and advance form and include all original receipts.

ARTICLE XX.
CERTIFIED NURSING ASSISTANT PROGRAM

All non-licensed, direct care staff of the Nursing Home shall satisfy training requirements in compliance with the State of Illinois Basic Nurse Assistant Training Program.

This policy is applicable only to the classifications that require a C.N.A. certification.

The facility will pay tuition, text and test fees, according to IDPH rules and regulations.

The Employer reserves the right to prorate the above payments.

Inactive Status:

If a CNA has not been employed as a nursing assistant for a continuous twenty-four-month period, he/she must requalify according to IDPH regulations.

ARTICLE XXI.
EDUCATIONAL REQUIREMENTS

Section A. Employee Training

All employees are required to meet education requirements as deemed necessary by the facility and/or state and federal regulations. Education requirements are defined by both topic and hours of training. Employees will be notified of all mandated education requirements.

Section B. Basic Training

Presentation of required education will be offered via onsite classroom, written, video, or computer based learning systems. Off site education (workshops, seminars, etc.) will be scheduled by Department Managers.

Completion of required coursework is to be done on the clock, on site, unless previously approved in writing by the Administrator. Employees are expected to complete education requirements during straight time hours only. If an employee needs to work overtime to complete education requirements, it must be prior approved, in writing, by the Department Head.

Employees who complete coursework outside the workplace without prior written approval will be compensated at regular, straight time rate of pay but will be disciplined.

Section C. Emergency Training

Both basic and refresher CPR courses are offered on a regular basis. Employees who complete a course elsewhere should provide documentation to the Education Department.

Section D. Right to Know

Employees in contact with any hazardous chemical (as defined by OSHA) must review and understand the manufacturer's Material Safety Data Sheets. It is the responsibility of the Supervisor to arrange for employees under their direction to attend the appropriate programs. Employees are required to follow the guidelines and expectations in the MSDS.

ARTICLE XXII.
EDUCATIONAL BENEFITS

Full-time personnel employed by the County for at least one (1) calendar year shall be reimbursed seventy-five percent (75%) up to three hundred dollars ($300.00) per fiscal year for the cost of tuition and books for approved courses taken at accredited institutions. Successful completion must be demonstrated prior to reimbursement. When available, a Northern Illinois University Tuition Waiver may be used in lieu of the $300 fiscal year reimbursement set forth in this Article and subject to the remaining conditions of the benefit program.

Courses eligible for reimbursement shall be limited to those that directly benefit the employee's job performance. Prior to enrollment in a course, the Department Manager shall present justification to the Administrator for approval. Approval shall be contingent upon sufficient funding in the Departmental budget.

An employee may petition his/her Department Head for permission to attend beneficial courses during work hours. If it is determine that the benefit exceeds the detriment to effective and efficient operations caused by the employee's absence, then the Department Head may excuse the employee from work to attend the course or allow the employee to "make up" the lost work time.

A Tuition Assistance Program may be available for employees who enroll in a professional nursing program. Interested persons should contact Nursing Administration or Education for further information.

ARTICLE XXIII.
DRUG FREE WORK PLACE/SUBSTANCE ABUSE

The DeKalb County Board has established the DeKalb County Rehab & Nursing Center as a drug free work place in recognition of problems of alcohol and other substance abuse in our society.

The County's policy is to employ a work force free from abuse or use or reporting to work under the influence of alcohol and free from use of illegal drugs or misuse of prescription drugs, both on or off the job. Any employee determined to be in violation of the drug free work place policy is subject to disciplinary action, which may include termination even for the first offense. This policy sets forth a Standard of Conduct for the employees of the County. This policy, however, relates only to the individual's behavior while in the scope of County employment.

The employees shall not use, possess, transfer, misappropriate, or sell illegal drugs, be under the influences of alcohol, or have alcohol in his/her system (beyond .02 level) such that the business of the County is or could be, to any extent, adversely affected.

Section A. Alcohol Abuse

An employee using, selling, possessing, transferring alcohol and/or who reports for work, engaged in County business, on County premises who is either under the influence of alcohol (or otherwise impaired) by alcohol or other drug(s) will not be admitted to the work place or be allowed to engage in County work and will be in violation of this Policy. If possible and appropriate under the circumstances, the employee's supervisor (or designee) shall first seek another supervisor's opinion to confirm the reasonable suspicion which forms the basis of the employee's impairment. The supervisor should consult privately with the employee to determine the cause of impairment, including whether alcohol or substance abuse has occurred. If, in the opinion of the supervisor, the employee is considered to be or if the Employer has reasonable suspicion that the employee may be impaired, the employee should be directed away from the County work site and the supervisor or responsible County employee shall arrange for safe transportation, depending on the circumstances and the extent of the observed impairment. The supervisor or responsible employee should take reasonable steps to prevent the impaired employee from driving a motor vehicle.

An employee who is under the influence of alcoholic beverages at any time while on County business or on County property shall be guilty of misconduct in violation of this Policy and is subject to discipline, including discharge or suspension without pay from employment, even for the first offense.

Section B. Illegal Drug Use

An employee bringing onto the County's premises or property, having possession of, being under the influence of, possessing in the employee's body blood or urine in any detectable amount, or using, consuming, transferring, selling, or attempting to sell or transfer any form of illegal drug as determined by law and DOT guidelines while on County business or at any time during the hours between the beginning and ending of the employee's workday is guilty of

misconduct and is subject to discipline, including discharge from employment or suspension without pay, even for the first offense.

Section C. Employee Assistance Program

The County has established an Employee Assistance Program (EAP) to provide help to eligible employees and their spouses or dependents who suffer personal problems, including alcohol and drug abuse. The County encourages its employees to seek professional help for personal problems including substance abuse or alcohol problems. The employee's decision to seek prior assistance from the county's EAP will not be used as a basis for disciplinary action and will not be used against the employee in any disciplinary proceeding without prior consent of the employee. However, an employee's after the fact request for assistance will not excuse a policy violation.

Through the EAP, the County may provide appropriate assessment, referral to treatment, and treatment of drug and alcohol abuse (subject to the provisions of the County's health insurance plan). Employees using the County's EAP may be granted leave with a conditional return to work depending on successful completion of the agreed upon appropriate treatment regimen which may include random testing.

Section D. Testing Option

If the Employer has reasonable suspicion to believe that an employee may be in violation of this Policy (including post-accident) the Employer reserves the right to require an employee to submit to a medically authorized test to determine if a violation has occurred. An employee's refusal to submit to a test promptly upon request and/or unreasonable delay in submitting to a test (in the absence of documented medical evidence) will be considered to be a violation of this Policy and immediate discharge will be the penalty. The testing facility, chain of custody and testing levels shall be in accordance with the applicable standards for DOT safety sensitive position(s). The basis of the reasonable suspicion should be confirmed by two (2) members of management when appropriate under the circumstances involved.

ARTICLE XXIV.
DISABILITY - I.M.R.F.

Section A. Workers' Compensation

Personnel of DeKalb County are covered by the Workers' Compensation Act of the State of Illinois. An employee who becomes disabled due to a work-related incident as defined by the Act shall receive those benefits provided under the Act.

Employees suffering from an on-the-job injury must report the incident to their supervisor immediately. Appropriate medical attention will be provided. The supervisor and the injured employee must complete an incident report.

The Employer reserves the right to require the injured employee to undergo a medical evaluation provided at no expense to the employee. The Employer may assign injured employees to alternate work assignments.

Section B. Illinois Municipal Retirement Fund

Employees must participate in the Illinois Municipal Retirement Fund ("IMRF") according to IMRF guidelines unless they are sixty (60) years of age or older and have not previously been subject to the IMRF.

Contributions to the IMRF are made by the County and the employee. Contributions begin with the first day of covered employment.

A disabled employee, who is under the age of sixty-five (65) and has contributed to the IMRF for at least one (1) year immediately preceding the date of disability, may be entitled to receive disability payments from the IMRF following the initial thirty (30) calendar days of disability. To be eligible for IMRF disability payments, the disability does not necessarily have to result from a work-related incident. However, the employee may elect to use accumulated paid hours off (PHO) in lieu of benefits from IMRF.

Section C. Health Insurance Coverage

An employee who becomes disabled as a result of a work-related incident shall be entitled to receive County paid health insurance coverage for a period of time equal to one-half of the employee's credited service, but not longer than twelve (12) months. The employee must continue contributions if family coverage is elected. An employee who becomes disabled as a result of a non-work-related incident shall be entitled to continue health coverage as long as his/her employment with the County continues, provided that the employee reimburses the County for the total cost of such coverage.

ARTICLE XXV.
SELECTED OPERATING POLICIES

Section A. Code of Ethics for Employees

A code of ethics describes conduct that is appropriate in the work setting. Behavior observed by others is the basis on which conclusions are made about our abilities as employees of this facility. Residents, families, and others may judge us by what they see and hear. Therefore, it is important that employees are aware of actions and language which may reflect negatively upon themselves or this facility.

Remember the following code as you perform your daily assignments in the nursing home:

- Always be courteous and cooperative with residents, families, visitors, and other staff.
- Complete work assignments as instructed. When in doubt as to the correct manner of completing a procedure, check with the supervisor.
- It is never appropriate to discuss your personal problems with residents, visitors, or co-workers. Your supervisor will talk with you, if necessary, in so far as it affects your work performance.
- Always keep your voice low so as not to disturb residents or reveal confidential information. Conversation that is overhead may be taken out of context and cause problems. Street language and profanity must be kept out of the nursing home.
- Your physical appearance may be regarded by residents and visitors as an indicator of the quality of care you provide. Carelessness in personal grooming usually reflects an attitude that affects most personal endeavors. Pay special attention to cleanliness, hair, uniform or clothing, shoes, use of cosmetics, and correct posture.
- Tipping is not allowed. It is unethical to accept money or other gifts from residents and/or their families, to eat their food, or to use their possessions. It is illegal to remove from the facility property of the nursing home, a resident, or another employee.

  The employer and the Union mutually agree to make appropriate efforts to maintain a respectful working environment, free from unlawful harassment, intimidation and workplace violence.

Violation of the aforementioned provisions may be grounds for discipline, up to and including discharge.

Section B. Resident Rights, Resident Abuse

Residents of the Home are protected by the Constitution of the United States of America, and state and local laws. Any disregard for these rights, including resident abuse - whether physical or mental - by any employee, will result in appropriate disciplinary and/or legal action.

Resident right violations may be reported to the Illinois Department of Public Health, the DeKalb County State's Attorney, or local law enforcement agencies.

Section C. Orientation

New employees must attend a pre-employment orientation session prior to performing their job duties. This will provide an overview to the operation of the facility. New employees will receive reimbursement for the first day of classroom orientation. All pre-employment paperwork must be completed prior to orientation, including proof of Social Security number, unless other arrangements are made.

During the above orientation, which schedule is exclusively set by the Employer, an authorized Union representative will be granted up to one-half (1/2) hour of paid time to conduct Union orientation.

Section D. Resident Records

Employees are prohibited from releasing confidential information about a resident without proper authorized release or legal request. Employees must not disclose protected health information per applicable HIPAA guidelines information through casual conversation - either at or away from the work place.

Section E. Emergency Plan

The facility Emergency Plan will be implemented in cases of disasters within the facility. A fire and tornado manual will be provided to each employee. Disaster preparedness will be part of the employee orientation and will be reviewed periodically. All employees are expected to be knowledgeable of this plan and to participate in routine fire and tornado drills.

Section F. Clock In/Out

All employees must have a time badge that accurately records hours worked. They must punch "in" at the beginning and "out" at the end of their shift. The supervisor or department director will approve total hours to be paid including overtime. Employees are responsible for their time badges. Anyone punching another's time card/badge, or allowing someone else to punch their time badge, will be subject to discipline up to, and including, involuntary discharge.

Employees must punch in no earlier than seven (7) minutes before and punch out no later than seven (7) minutes after their scheduled time unless overtime has been approved by the supervisor. All overtime in order to be paid must have prior approval of the supervisor.

Section G. Uniform Requirements

Employees must dress according to departmental requirements when on duty. Each department may require specific uniform colors and details. This code may restrict wearing certain jewelry or adornments that may interfere with job duties. Employees are responsible for the purchase and maintenance of uniforms. Uniforms, including shoes, must be clean and in

good repair. Failure to conform to these requirements may result in disciplinary action including restriction from work until requirements are met. (See pg. 37, Article 18, at Section D).

Section H. Televisions

Televisions located throughout the facility are for the enjoyment/entertainment of residents and their visitors. Employees viewing television while on duty shall be considered to be demonstrating poor work performance and thus subject to disciplinary action.

Section I. Telephone Calls

Employees are not to receive telephone calls during work hours, except for a legitimate emergency. Facility telephones are not to be used for personal calls without authorization. . Employees must limit personal calls to break and meal periods.

Section J. Accessibility by Telephone

Employees must have a telephone, or an agreement with a person who has a telephone, so that they can be readily reached by the facility. This number will be kept in the personnel file, but will not be disclosed except for employment-related matters. Employees who fail to satisfy this requirement may face disciplinary action.

Section K. Termination of Employment

Upon termination, either voluntary or involuntary, the employee must complete the required termination papers available in the Business Office. The final paycheck will be available in the Business Office on the Friday following the last pay period.

Section L. Unauthorized Use of Employer's Equipment

Employees covered by the terms of this Agreement shall not use County equipment for personal use unless specifically authorized by their supervisor, who maintains the sole discretion to specify the terms and conditions for such use, as well as its duration. Failure to adhere to this section shall constitute grounds for disciplinary action up to and including termination.

Section M. Driver's License

Employees who are required to operate a vehicle for work related purposes will comply with all applicable laws regarding licensure and insurance, etc. Additionally, such employees will be required to comply with the County Vehicle Policy (as revised for AFSCME employees in the separate MOU).

Section N. Absence/Tardiness

Changes in this section are effective upon Ratification of both Parties:

We hired you because we need you. We depend on you to report to work regularly and on time each day. When someone is absent or late for work, someone else must fill in and do extra work. These are some of the reasons for our attendance policy.

Under this policy, points for each instance of absence, tardiness, or leaving early (including late return or early departure for lunch or breaks) are added together. The policy also provides ways in which good attendance is rewarded by allowing points to be credited or subtracted from your point total when you keep perfect attendance for a period of sixty (60) consecutive days.

The following point system will apply:

Points	Violation
6	Each unreported absence. (No Come/No Call) will result in immediate disciplinary action up to and including dismissal.
4	Each instance of leaving work early without a Supervisor's knowledge will result in immediate disciplinary action up to and including dismissal.
3	Each absence that is not timely reported before the designated starting time of your shift. **"Timely reported" means that the absence is reported at least one (1) hour before scheduled starting time for 1st shift employees; two (2) hours before scheduled starting time for 2nd shift employees; and three (3) hours before scheduled shift starting time for third shift employees.**
2	Each absence that is timely reported prior to the designated starting time of your shift.
2	Each instance of leaving work early for more than 50% of the employee's scheduled work shift for the day.
1	Each instance of tardiness in excess of three (3) hours from designated starting time of shift or leaving early 25% to 50% of the employee's scheduled work shift for the day.
0.5	Each tardiness in excess of four (4) minutes (but less than three (3) hours) including leaving early in excess of four (4) minutes (but less than three (3) hours).
0.5	Leaving early 25% of the scheduled work shift for the day.

Any occurrence of tardiness, even one (1) minute, during a calendar month disqualifies an employee for the attendance payment incentive. For the first four (4) occurrences in a rolling thirty (30) day period, employees who are tardy four (4) or fewer minutes are considered tardy but are not disqualified for attendance credit points. Upon the fifth (5th) tardy under five (5) minutes in a rolling thirty (30) day period, the employee's attendance "clock" begins over. The sixty (60) days required to get credit points begins on the date of the fifth (5th) tardy under five (5) minutes.

0.5 Point accrual for each consecutive day missed after the first absence (except if FMLA approved).

0 The following are the only situations in which absences and tardiness will not result in points being issued: approved paid vacations, DCRNC-designated holidays or other approved days off, paid jury duty, approved funeral leave, military leave, prescribed time off for work-related injury, approved leave of absence (including FMLA time off), severe weather and/or emergency conditions.

Credit points

2 For each full sixty (60) consecutive calendar days without an absence, tardy, or leaving work early, you will receive two (2) points of credit which will be subtracted from prior absence or tardy points. If you have no existing points on your record, you may accumulate up to a maximum of eighteen (18) earned credit points.

Employee can drop one (1) attendance point after working the employee's regularly scheduled full shift for the pay period (any combination of three (3) or more hours to equal the employee's regularly scheduled shift) with LESS THAN eight (8) hours of advance notice at the Employer's request. This request must be previously approved by the Department Manager before the shift is worked. Employee is responsible for notifying the Department Manager or Scheduler prior to the end of the payroll period if hours volunteered on this basis are to be applied toward earned attendance credit points or volunteer pay.

Employee who elects to drop a point as stated above is not eligible for the voluntary overtime bonus stipend, as set forth in Article XI.

Volunteer in exchange for credit points (as noted above) does not apply for scheduler or designee sign-up sheets and/or for any volunteer time arranged eight (8) hours or more prior to the starting

time of the employee's shift. The only exception is after four (4) consecutive full previously scheduled volunteer shifts have been worked by the employee (which will cause one credit point to be issued and deducted from the employee's total)

Disciplinary Action

The following shall occur when an employee's record reaches the point level indicated below during any rolling twelve (12) consecutive month period (subject to catch all provision(s) below):

A.	ORAL WARNING	4 points
B.	FIRST WRITTEN	6 points
C.	SECOND WRITTEN WARNING	9 points
D.	FINAL WRITTEN WARNING	12 points
E.	Discharge	14 points

Important Note:

Regardless of your point total, you are reminded that a pattern of absences and/or tardiness, or habitual or chronic absenteeism and/or tardiness, for any reason (including pattern of holiday or weekend call offs or tardies) is grounds for disciplinary action up to and including termination, because it will have a very harmful effect on the Employer's ability to deliver quality services to our residents. Additionally, during your initial probation period, your attendance record will be monitored closely to determine your future employment status. Therefore, absences and/or tardies during the probation period, regardless of your point total, may disqualify you for continued employment. Any decision by the Employer not to enforce its rights under this policy for any particular situation shall not be viewed as a waiver of its right to do so in other circumstances.

Additional Ground Rules of Policy

1. Earned PHO's, if available, will be used if the employee has called in as required. However, DCRNC reserves the right to deny the use of a PHO if the absence/tardiness was not an emergency and/or was not approved by management.

2. Employees are required to report their absence, tardiness and/or early departure to their immediate Supervisor or, in the case of the Nursing Department, to the House Supervisor.

3. Failure to report to work and/or timely report absences for two or more consecutive workdays will be considered job abandonment and grounds for immediate separation of employment. If there is a legitimate reason for the absences or failure to timely report absences, the employee may seek reinstatement, without a break in service, by contacting the Department Manager as soon as possible to offer an explanation.

   If there are extenuating circumstances regarding tardiness, the employee may seek to apply for reinstatement by contacting the Department Manager.

4. DCRNC reserves the right to require an employee to provide a Return to Work authorization from a certified health care professional in the event that the employee is absent from work for more than three (3) consecutive scheduled work shifts.

5. An employee will be terminated if he/she: (a) has been absent from work one (1) day, on two (2) separate occasions, within a twelve (12) month period (without notifying the Employer, except when the failure to notify is due to extraordinary circumstances beyond the employee's control, and/or (b) who fails to report for work in accordance with item 4 of the additional ground rules of the policy at Section N, Absence/Tardiness.

6. This policy is intended primarily for the full time employees and it also will be generally applied for part time employees, provided, however, it is understood that absenteeism, tardiness, and early leaves among part-time employees is considered to be unacceptable and disciplinary penalties may be escalated for those employees and/or there may be additional circumstances where disciplinary action is appropriate due to a pattern or practice of violations of this policy by a part-time employee.

7. Effective upon ratification of this CBA by both parties, the parties agree that a "Shift Exchange" will not alone result in the loss of an incentive payment for either employee involved in the Shift Exchange, provided that all of the following conditions are satisfied:

   a. The remaining conditions of earning the bonus payment, as set forth in the Policy (including revisions thereto) are satisfied by the affected employees;
   b. The Shift Exchange does not result in additional cost to the Employer for overtime payment(s) that are required by law and/or the collective bargaining agreement.
   c. The affected employees submit to the scheduling supervisor a completed employee action sheet, signed by all affected employees.

   Notwithstanding the remaining provisions of this Ground Rule #7, management reserves the right to deny approval of a requested Shift Exchange (and thus loss of incentive payment will result), for reasonable and justifiable grounds only (i.e., reasons such as staffing needs, patient/resident needs, etc.). It is understood and agreed that management will not unreasonably deny a Shift Exchange filed in accordance with this Procedure.

8. The catch all "important note section" will be triggered if (a) the employer identifies a reasonable basis for this determination to the Union, and (b) the Employer's explanation is not arbitrary or capricious.

9. The point system set forth above was prepared to apply to full. Time employees who regularly work five (5) days per week. Given that part time employees are regularly scheduled to work fewer days per week than full time employees, disciplinary action under the catch all provisions may be triggered sooner for part time employees who have demonstrated a pattern or practice of abuse of this Policy.

10. As of the Ratification Date of this Agreement, all existing employees with six (6) months or more of full time service will received four (4) attendance credit points on a one time basis due to the agreed upon changes to the attendance policy. Part time employees with sic (6) months or more of service will receive two (2) additional credit points for this

same reason. Employees hired in the six (6) month period prior to ratification of this Agreement will earn one credit point per full calendar month worked without any call-in or other incident(s) under this Policy during the employee's first six months of employment. Thereafter, normal attendance guidelines set forth above will govern.

11. NOTE: An employee who has fourteen (14) or more points upon ratification of this Agreement (which includes the attendance policy changes agreed to during 2013 negotiations) will not be discharged for that reason alone. Rather, the parties agree to discuss a potential adjustment to that employee's point total to ensure that the Employee's total points as of the date this revised policy is first implemented will be thirteen (13) or less. After this one-time adjustment is made, the normal attendance guidelines will apply to that employee(s).

ARTICLE XXVI.
DUES CHECK-OFF AND FAIR SHARE

Section A.

The County shall not deduct any monies from an employee's wages pursuant to this Agreement unless the check-off authorization executed by the employee conforms exactly to what is prescribed by Council 31.

The amount deducted shall each month be forwarded to the Union at 615 South 2nd St., P.O. Box 2328, Springfield, Illinois 62705, together with a list of the names and amounts for whom deductions have been made.

The County shall also deduct for AFSCME Dental Plan and AFSCME P.E.O.P.L.E. when an employee submits a voluntary deduction card.

Section B.

Employees who choose not to join the Union shall be required to pay the amount of the Fair Share fee which shall be certified to the Employer. The Union agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in Chicago Teachers vs. Hudson, 106 U.S. 1066 (1986), with respect to the constitutional rights of fair share fee payers. Accordingly, the Union agrees to do the following:

(1) Give timely notice to fair share fee payers of the amount of the fee and an explanation of the basis for the fee, including the major categories of expenses, as well as verification of same by an independent auditor.

(2) Advise fare share fee payers of an expeditious and impartial decision-making process whereby fair share fee payers can object to the amount of the fair share fee.

(3) Place the amount reasonably in dispute into an escrow account pending resolution of any objection raised by fair share fee payers to the amount of the fair share fee.

It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Union with respect to fair share fee payers as set forth above shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the affected non-member and the Union are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois State Labor Relations Board and payment shall be made to said organization. On a monthly basis, the affected non-member shall provide the Union with evidence of payment to a non-religious charitable organization within thirty (30) days of the date

of such payment. An employee deciding to revoke voluntary check off may do so by giving written notice during the fifteen (15) day period to termination of this Agreement.

Section C.

The Union shall defend, indemnify, and save the County harmless against any and all claims, demands, suits, grievances, or other liability (including attorney's fees incurred by the County) that arise out of or by reason of actions taken by the County pursuant to this Article.

ARTICLE XXVII.
INDEMNIFICATION

The Employer shall defend and/or indemnify its employees pursuant to its responsibilities as set forth in the act entitled "Local Governments and Governmental Employees Tort Immunity," see Rev. Stat. Ch. 85, Sec. 1-101 et seq. as amended.

ARTICLE XXVIII.
MISCELLANEOUS

Section A. Printing of Agreement

The Employer shall have this contract printed in booklet form and Bargaining Unit employees shall be provided a copy of such. Distribution will be through inter-office mail. The Union shall receive extra copies as they may reasonably require.

ARTICLE XXIX.
SAVINGS CLAUSE

Notwithstanding any provision of this Agreement to the contrary, this Agreement shall remain in full force and effect at any time while negotiations are continuing for a new Agreement or part thereof between the parties.

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid, or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted federal or state legislation, the remaining provisions of this Agreement shall remain in full force and effect.

In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those rendered or declared unlawful, invalid, or unenforceable.

ARTICLE XXX.
ENTIRE AGREEMENT

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the Union, for the life of this Agreement, each voluntarily and unqualifyingly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement.

ARTICLE XXXI.
TERM OF AGREEMENT

Except as provided herein, this Agreement shall be effective as January 1, 2013 and shall remain in full force and effect until 11:59 p.m. on the 31st day of December, 2015. It shall be automatically renewed from year to year thereafter unless notice is given in writing no sooner than ninety (90) nor less than sixty (60) days prior to the anniversary date of this Agreement that modifications are desired. The changes are not to be made retroactive unless specifically stated.

In the event that such notice is given, negotiation shall begin no later than fifty (50) days prior to the anniversary date. This Agreement shall remain in full force and effect during the period of negotiations.

In witness thereof, the Union and the County have executed this Agreement this

Catherine Anderson
County of DeKalb

Kennedy Anderson
American Federation of State,
County and Municipal
Employees (AFSCME) Council 31
AFL-CIO, Local 3537

Marla Craddock

Chuck Simpson

Judy Benedict

ARTICLE XXXII.

FAMILY & MEDICAL LEAVE ACT OF 1993

Family and Medical Leave of Absence ("FMLA") Policy–effective 1/16/09

1. If you have been employed by the County for at least twelve (12) months (with no break in service of seven (7) or more years except if related to USERRA covered military obligations) and have worked at least 1,250 hours during the 12-month period preceding the start of the leave, you are eligible for up to a total of twelve (12) workweeks of unpaid leave during any rolling twelve (12) month period for one or more of the following reasons:

   a. Because of the birth of your child and in order to care for such child (within 12 months after the birth of the child);

   b. Because of the placement of a child with you for adoption or foster care (within 12 months of the placement of the child);

   c. In order to care for your spouse, child, or parents if they have a "serious health condition;"

   d. Because of a "serious health condition" that makes you unable to perform the functions of your job; or

   e. Because of any "qualifying exigency" (as defined by the Secretary of Labor) arising out of the fact that your spouse, child, or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces, National Guard or Reserves in support of a contingency operation.

2. Serious Health Condition. For purposes of this policy, "serious health condition" means an illness, injury, impairment or physical or mental condition that involves one of the following:

   a. Hospital Care. Inpatient care in a hospital, hospice or residential medical care facility, including any period of incapacity relating to the same condition;

   b. Absence Plus Treatment. A period of incapacity of more than three full consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition), that also involves either: (1) treatment two (2) or more times (within that same period of incapacity and provided the first visit takes place within seven (7) days of the first day of incapacity) by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services under orders of, or on referral by, a health care provider; or (2) treatment by a health care provider on at least one

occasion which results in a regimen of continuing treatment under the supervision of the health care provider (first visit to health care provider must take place within seven (7) days of the first day of incapacity);

c. Pregnancy. Any period of incapacity due to pregnancy, or for prenatal care;

d. Chronic Conditions Requiring Treatment. A chronic condition which: requires at least two (2) periodic visits for treatment per year by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider; which condition continues over an extended period of time; and may cause episodic rather than a continuing period of incapacity;

e. Permanent/Long-term Conditions Requiring Supervision. A period of incapacity which is permanent or long-term due to a condition for which treatment may be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider;

f. Multiple Treatments (non-chronic conditions). Any period of incapacity to receive multiple treatment (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three (3) full consecutive calendar days in the absence of medical intervention or treatment.

3. Qualifying Exigency Leave. If you are an eligible employee (as defined above), you are entitled to take up to twelve (12) weeks of unpaid FMLA leave for any qualifying exigency arising out of the fact that a covered military member is on active duty or called to active duty status. The leave described in this paragraph is available during a single 12-month rolling period, and may be taken on an intermittent or reduced leave schedule basis. You will be required to provide a copy of the covered military member's active duty orders or other documentation issued by the military that indicates that the military member is on active duty or call to active duty status in support of a contingency operation and the dates of the covered military member's active duty service. Eligible employees may take all twelve (12) weeks of his/her FMLA leave entitlement as qualifying exigency leave or the employee may take a combination of twelve (12) weeks of leave for both qualifying exigency leave and leave for a serious health condition (as defined above).

With respect to a Qualifying Exigency Leave:

a. A "covered military member" means your spouse, son, daughter, son, or parent who is on active duty or called to active duty status.

b. A "qualifying exigency" includes the following broad categories: (a) short notice deployment; (b) military events and related activities; (c) childcare and school activities; (d) financial and legal arrangements; (e) counseling; (f) rest and recuperation; (g) post deployment activities, including reintegration activities, for a period of 90 days following the termination of active duty status; and, (h) additional categories that are agreed to by the employer and employee within this phrase.

c. The phrase "son or daughter" is defined as your biological, adopted, or foster child, stepchild, legal ward, or child for whom you stood in loco parentis, who is on active duty or called to active duty status who is of any age. (Note: This definition is different from other sections of this FMLA policy).

d. A "parent" means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to you when you were a son or daughter but it does not included "parents in law".

4. Military Caregiver Leave. If you have been employed by the County for at least twelve (12) months and have worked at least 1,250 hours during the 12-month period preceding the start of the leave, and you work at or report to a work site which has fifty (50) or more County employees within a 75-mile radius of that work site, and you are a spouse, child (of any age for military caregiver leave), parent or next of kin of a Covered Servicemember, as defined below, you are entitled to a total of twenty-six (26) workweeks of unpaid leave during a rolling 12-month period to care for the Covered Servicemember. The leave described in this paragraph shall only be available during a single 12-month period beginning as of the date the leave commences and ending 12 months after that date (and any unused amounts are forfeited).

Military Caregiver Leave may be permitted more than once if necessary to care for a different Covered Servicemember (or the same Servicemember with multiple injuries or illnesses) up to a combined total of twenty six (26) workweeks in a rolling twelve (12) month period. Nothing in this paragraph shall be construed to limit the availability of leave under paragraphs 1a. through 1e. during any other 12-month period and this twenty six (26) week period of Military Caregiver Leave is in addition to other types of approved FMLA leave. However, your total available leave time in any rolling 12-month period may not exceed a combined total of twenty-six (26) workweeks (including FMLA time off taken for any other reason). You will be required to timely submit the completed paperwork provided to you and available from our Human Resources Department as a condition of receiving approved Military Caregiver Leave.

With respect to Military Caregiver FMLA Leave:

a. A "Covered Servicemember" means a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy from an injury or illness occurring in the line of active duty and/or during active duty, who is

otherwise in outpatient status, or is otherwise on the *temporary* disability retired list, for a serious injury or illness.

b. "Outpatient status" means the status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

c. "Next of kin" means the nearest blood relative of that individual (regardless of age). You are required to provide confirmation of the relationship upon request. The Servicemember may designate the blood relative who is considered his/her next of kin; otherwise, the following order generally will apply: blood relatives granted custody by law, brother/sister, grandparents, aunts/uncles, and then first cousins.

d. "Serious injury or illness" means an injury or illness incurred by the Servicemember in the line of duty on active duty in the Armed Forces that may render the Servicemember medically unfit to perform the duties of the member's office, grade, rank or rating.

5. Spouses Employed by the County. If your spouse also works for the County and you both become eligible for a leave under paragraphs 1a. or 1b. above, or for the care of a sick parent under paragraph 1c. above, the two of you together will be limited to a combined total of twelve (12) workweeks of leave in any rolling 12-month period. In addition, if you and your spouse both become eligible for a leave under the Servicemember Family Leave provision above or under a combination of the Servicemember Family Leave provision and paragraphs 1a. through 1e. above, the two of you together will be limited to a combined total of twenty-six (26) workweeks of leave in any rolling 12-month period, but if the leave taken by you and your spouse includes leave described in paragraphs 1a. through 1e. above, that leave shall be limited to a combined total of twelve (12) workweeks of leave in any rolling 12-month period.

6. Medical Certification. Any request for a leave under paragraphs 1c., 1d. or under the Servicemember Family Leave provision above must be supported by certification issued by the applicable health care provider. You are required to submit this information on the forms provided to you and available from the Human Resources Manager.

You will be required to submit a new medical certification form for each leave year for a medical condition(s) that last longer than one year. Additionally, you are required to submit a recertification of an ongoing condition every six (6) months in connection with an absence where the duration of the condition is described as "lifetime" or "unknown".

At its discretion, the County may require a second medical opinion and periodic recertification to support the continuation of a leave. If the 1st and 2nd opinions differ, a 3rd opinion can be obtained from a health care provider jointly approved by both you and the County (unless you accept the second opinion as determinative).

7. Intermittent Leave. If certified as medically necessary for the serious health condition of either you or your spouse, child or parent (Paragraphs 1c and 1d, above), or to care for a Covered Servicemember if you are a spouse, child, parent or next of kin to the Covered Servicemember (Paragraph 3, above), leave may be taken on an intermittent or reduced leave schedule. Intermittent leave also may be taken if you qualify for leave because of a qualifying exigency as described in Paragraph 1e, above, subject to the submission of a certification prescribed by the Secretary of Labor. If leave is requested on an intermittent basis, however, the County may require that you transfer temporarily to an alternative position which better accommodates recurring periods of absence or to a part-time schedule, provided that the position offers equivalent pay and benefits.

8. Light Duty Work Assignments. While voluntarily performing in a light duty capacity, that time does not count against your 12 week FMLA allotment. In effect, your right to restoration is held in abeyance during the period of time that you are performing in a light duty capacity (or until the end of the applicable 12 month FMLA leave year if longer).

9. Notification and Reporting Requirements. All requests for leaves of absence must be submitted to your supervisor or the Human Resources Manager at least thirty (30) days in advance of the start of the leave, except when the leave is due to an emergency or is otherwise not foreseeable. If the leave is not foreseeable, you must provide notice as soon as "practicable", which generally means either the same day or the next business day that you learn of the need for leave, in the absence of any unusual circumstances. A delay in submitting an FMLA leave request may result in a loss of FMLA protections and/or a delay of the start of your leave. Your supervisor will forward the request to the Human Resources Manager for approval.

You must respond to our questions relative to your leave request so that we can determine if the leave qualifies for FMLA protection; failure to do so may result in loss or delay of FMLA protections. If you are seeking leave due to an FMLA-qualifying reason for which the County has previously granted you FMLA-protected leave, *you must specifically reference the qualifying reason or need for FMLA leave at the time of your request to be away from work.* It is not sufficient to simply "call in sick" without providing additional information which would reasonable cause the County to believe your absence/time away from work may qualify as an FMLA qualifying event. In all cases in which you are seeking leave under this policy, you shall provide such notice to the County consistent with the County's established call-in procedures so long as no unusual circumstances prevent you from doing so. Failure to comply with the call-in procedures may result in a delay or denial of FMLA protected leave.

You must make an effort to schedule a leave so as not to disrupt business operations. During the leave, you may be required to report periodically on your status and your intention to return to work. Any extension of time for your leave of absence must be requested in writing prior to your scheduled date of return to work, together with written documentation to support the extension. Your failure to either return to work on the scheduled date of return or to apply in writing for an extension prior to that date will be considered to be a resignation of employment effective as of the last date of the approved leave. Employees on leaves for their own serious health condition must provide fitness-for-duty releases from their health care provider before they will be permitted to return to work. Your maximum time on a leave of absence, all types combined, and including all extensions, cannot exceed a total of twelve (12) weeks in a rolling

twelve month period, unless you are a spouse, child, parent, or next of kin on leave to care for a Covered Servicemember, in which case your leave can last for up to twenty-six (26) workweeks in a rolling twelve (12) month period.

An Employee shall not be granted a leave of absence for the purpose of seeking or taking employment elsewhere or operating a private business. Unauthorized work while on a leave of absence will result in disciplinary action, up to and including discharge.

A leave of absence will not affect the continuity of your employment. Your original date of employment remains the same for seniority purposes. However, you will not accrue any benefits during the period you are on a leave.

10. Employee Benefits During Family and Medical Leave of Absence. You will be permitted to maintain health and dental insurance coverage for the duration of the leave under the same conditions coverage would have been provided if you had remained actively at work. However, you must make arrangements for the continuation of and payment of insurance premiums before you go on leave status. If you do not return to work after the leave, or if you fail to pay your portion of the premiums, you will be required, under certain circumstances, to reimburse the County for the costs and expenses associated with insuring you during the leave.

11. Return From a Family and Medical Leave. If you return from your leave on or before being absent for twelve (12) workweeks in a rolling twelve (12) month period or twenty-six (26) workweeks if you took a leave under the Servicemember Family Leave provision, you will be restored to the same or to an equivalent position to the one you held when the leave started. Of course, you have no greater right to reinstatement or to other benefits and conditions of employment than if you had been continuously employed during the FMLA leave period. In determining whether a position is "equivalent" we would look at whether the position had substantially similar terms and conditions of employment and whether the position entails similar duties, skills, efforts, responsibilities, authority, privileges and status.

If the leave was due to your own serious health condition, you will be required to submit a fitness-for-duty certification from your health care provider in accordance with our normal policies and practices applicable to other leaves of absence, certifying that you are able to resume work and perform the essential functions of the job (either with or without a reasonable accommodation). A list of the essential job functions will be made available to you for compliance with this requirement. If a reasonable job safety concern exists, you also may be required to provide a fitness for duty certification up to once every 30 days before returning from an intermittent or reduced schedule FMLA leave related to your own serious health condition. Generally, a returning employee will be permitted to return to work within two (2) business days of the County's receipt of a valid fitness for duty release.

If you fail to return to work at the expiration of your approved Family and Medical Leave, it will be considered to be a resignation of your employment with us. Likewise, an employee on FMLA leave who provides notice of their intent not to return to work upon expiration of a leave will lose their entitlement to FMLA leave and related benefits.

12. Key Employees. Certain highly compensated key employees may be denied reinstatement when necessary to prevent "substantial and grievous economic injury" to the County's operations. A "key" employee is a salaried Employee who is among the highest paid 10% of Employees at that location, or any location within a 75-mile radius. Employees will be notified of their status as a key employee, when applicable, after they request a Family and Medical Leave.

13. Coordination with Other Policies. You must substitute any accrued paid vacation days, personal time, and sick days (if you otherwise qualify) for unpaid leave under this policy, and any such paid time off must be taken concurrently with your Family and Medical Leave. If you otherwise qualify for disability pay, you will collect it at the same time you are on unpaid Family and Medical Leave.

Further, if you otherwise qualify for any other type of leave of absence, you must take that leave at the same time as you are taking your Family and Medical Leave. All time missed from work that qualifies for both Family and Medical Leave, and for workers' compensation, will be counted toward your Family and Medical Leave. To receive any type of paid time off benefit while on FMLA leave, you are required to meet the County's conditions for taking the paid leave (although the County may in its discretion waive any procedural requirement for the paid leave in appropriate circumstances).

14. Anti-Retaliation Provisions. Be assured that no retaliation will be taken or tolerated against any employee who exercises his/her rights under our FMLA policy. If you feel that you have been the victim of any discrimination or retaliation under this Policy, you are encouraged to contact your supervisor or the Administrator so that the matter can be promptly investigated and remedied as appropriate.

ARTICLE XXXIII.
VOLUNTARY AND MANDATORY EXTRA WORK ASSIGNMENTS

Scope of Policy

All CNA's, Rehab Aides, and Ward Secretaries.

Purpose

Mandatory extra work assignments will be made when adequate staffing coverage cannot be attained through the voluntary system.

Procedure

1. Overtime or extra shifts will be distributed to staff as equitably as possible. Overtime or extra shifts will be offered by posting a list of shifts needing staff coverage. Should two staff request to work the same shift and only one position is needed, the extra shift will be assigned to the staff with highest seniority.

2. If no volunteers have accepted shift assignments, mandatory assignments will take place. Bonuses will be paid for mandatory assignment per union contract.

3. Assignments will begin with staff having the least seniority and progress through the seniority list to the member with the highest seniority. Then the rotation begins again from lowest seniority to the highest seniority, except as noted below (see #4). As the rotation proceeds, staff goes from top to assignment ladder (*i.e.*, next to be assigned) to the bottom of the assignment ladder (*i.e.*, last on the list to be assigned).

4. Staff who volunteer to work extra shifts (either per self or at request of supervisor or Nursing Office) will rotate to the bottom of the assignment ladder. That is, their mandatory extra shift will be waived until the next rotation through the assignment ladder. For example: If a CNA is at the top of the assignment ladder (next in line to be assigned) but volunteers to work an extra shift before a mandatory assignment is made, he/she will move to the bottom of the assignment ladder and the next person in the rotation will receive the assignment.

5. When volunteering for extra time, nursing staff must work at least one of the following to move to the bottom of the rotation ladder:

   A. 7-3/4 shift.
   B. Six (6) hour shift (the exact hours of the 6 hours shall be dictated by staffing needs as deemed necessary by the Nursing Office).
   C. Two (2) four (4) hour shifts or two (2) 4 a.m. - 7 a.m. shifts (exact hours of four (4) hour shifts shall be dictated by staffing needs as deemed necessary by the Nursing Office).

6. A $30.00 volunteer bonus shall be paid for any shifts volunteered to work by full time nursing staff as described in #5, provided, however, that no employee is eligible to receive the volunteer bonus payment if he/she has an unscheduled absence in that work week. As in the past, no volunteer bonus incentive will be "earned" unless the employee volunteers and actually works additional hours in the workweek.

7. Effective 6/1/13, for non-nursing department employees, the full time volunteer bonus amount shall be $15.00 per shift, subject to the remaining provisions of this Article.

8. Effective 6/1/13, part time nursing department employees (only) will receive a pro-rata volunteer bonus amount tied to the number of days per week that the employee is regularly scheduled to work. For example: Full time employees (regularly scheduled to work nine (9) or more shifts/pay period) stays at $30/shift; regularly scheduled six (6) or more shifts/pay period changed to $20/shift and regularly scheduled less than six (6) shifts/pay period changed to $10/shift. (Last minute $30/shift for all regardless of days worked – continued per past practice).

9. A minimum of three (3) days' notice will be given prior to mandatory extra shift assignments.

10. Staff will be notified of assignments by note on time clock, swipe card or by telephone or answering machine. In addition, a listing of all extra shift assignments will be posted in the 24-hour office. Copies of notices will be kept in the Nursing Office.

11. The mandatory extra shift rotation will be maintained in the Nursing Office. All extra shifts worked will be recorded. Rotation list will not be posted, but will be available to view upon request.

12. When mandatory assignments are made, attempts will be made to accommodate vacations and set schedules. Consideration will also be made to limit the amount of time worked in a row so that staff will remain safe to work. However, no guarantees can be made.

13. If staff is unable to work their assigned extra shift, it is his/her responsibility to find a replacement. This will be considered an exchange, and that staff's place in the rotation ladder will remain the same as if he/she had actually worked. The Nursing Office must be notified of exchanges per routine exchange procedure.

14. Absence on an assigned extra shift will necessitate moving the staff member back to the top of the assignment ladder (*i.e.*, next to be assigned). Absence will be considered an occurrence in the attendance policy.

15. Refusal to work mandatory extra shift will result in disciplinary action as follows:

First Refusal	Verbal Warning
Second Refusal	Written Warning

Third Refusal	Suspension
Fourth Refusal	Termination

Upon refusal, another shift will be assigned by Nursing Office.

16. If posted shifts are not covered by DCRNC staff on a timely basis, Nursing Office will contact registry agencies to assist with staffing those shifts.

SIDE LETTER REGARDING CELLULAR TELEPHONE USAGE

During their non-working times (breaks and lunch periods only), covered employees may use their cellular telephone(s) for reasonable personal use provided the cellular telephone user is sensitive to the needs of their co-workers, and as long as the use occurs in the dock area near the employee break room. It is understood that video surveillance is sufficient evidence to establish a violation of this policy in the absence of a compelling personal/medical reason which was authorized by management in advance. In the event an employee is found to be in violation of this policy two (2) times in any rolling twelve (12) month period, the parties agree that the appropriate penalty shall be termination.