

**AGREEMENT**

**BETWEEN**

**RANDOLPH COUNTY CARE CENTER**

**AND**

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

**COUNCIL 31**

**AFL-CIO**

**LOCAL 2402**

**EFFECTIVE**

**July 1, 2022 – June 30, 2025**

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## **ARTICLE 1: Preamble**

This Agreement entered into by the Randolph County Nursing Home, hereinafter referred to as the Employer, and Council 31, on behalf of Local 2402, American Federation of State, County and Municipal Employees, hereinafter referred to as the Union, has as its purpose, the promotion of harmonious relations between the Employer and the Union, for establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

## **ARTICLE 2: Recognition**

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all of its employees of the Randolph County Nursing Home excluding the Administrator, Director of Nurses, Registered Nurses, and Office-Clerical employees and Department Heads and Supervisors.

## **ARTICLE 3: Union Security/Check-Off**

**Section 3.1. Deductions** - The Employer shall honor employees' individually authorized deduction forms and shall make such deductions in the amount certified by the Union for union dues, assessments, or fees. Authorized deductions shall continue in accordance with applicable law and shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deductions.

Availability of Cards. The Union shall make available Union deduction cards to employees. Such cards shall be provided by the Union.

**Section 3.2. Information to the Union.** The aggregate deduction of all employees, and a list of the names, addresses, phone numbers and social security numbers of all employees in the bargaining unit and their individual deductions shall be remitted monthly to the Union at the address designated in writing to the Employer by the Union. The information shall be made in both paper and electronic form. The Union shall advise the Employer of any increase in deductions at least fifteen (15) days prior to its effective date.

**Section 3.3. Indemnification** - The Union shall indemnify, defend and hold the Employer harmless against any claim, demand, suit or liability arising from any action taken by the employee in complying with this Article.

**Section 3.4. Check-Off** - The Employer agrees to deduct from the pay of those employees who individually request it in writing any or all of the following:

- a.) Union membership dues, assessments, or fees
- b.) PEOPLE Contributions
- c.) Dental insurance payments

The amount to be deducted shall be certified to the Employer by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted together with an itemized statement to AFSCME Council 31 in Springfield after such deductions are made.

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#### **ARTICLE 4: Management Rights**

The Employer shall manage the nursing home and direct the working forces. The management of the nursing home includes the right to plan, direct and control operation, to hire, promote, demote, suspend or discharge for proper cause, and the right to introduce new or improved facilities, subject to the provisions of the Agreement. It is further understood that the Article shall not be used for purpose of discrimination against employees because of membership in the Union.

#### **ARTICLE 5: Union Rights**

**Section 5.1. Union Bulletin Boards** - The Employer agrees to furnish and maintain suitable bulletin boards in a convenient place (by the time clock) and in all break areas to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards.

**Section 5.2. Union Activities on Employer's Time and Premises** - The Employer agrees that during working hours on the Employer's premises, and without loss of pay as long as it does not substantially interfere with the operating needs of the Employer, Union representatives shall be allowed to:

1. Collect Union dues, initiation fees and assessments (if these funds are not collected through payroll deductions);
2. Post Union notices;
3. Distribute Union literature;
4. Attend negotiating meetings;
5. Transmit communications authorized by the Local Union officers, to the Employer or his representative;
6. Consult with the Employer, his representative, Local Union officers or other Union representatives concerning the enforcement of any provisions of this Agreement.

Such requests shall not be unreasonably denied.

**Section 5.3. Visits by Union Representatives** - The Employer agrees that accredited representatives of the American Federation of State, County and Municipal Employees, whether Local Union representatives, district council representatives, or international representatives, shall have full and free access to the premises of the Employer at any time during working hours to conduct Union business. The Union and the Employer agree that the privacy of residence is of the utmost importance. Any Union business possible should be handled in a private room designated by management. Union representation shall notify the Employer or his representative when arriving on the premises.

Union representatives shall notify their supervisors when conducting Union business by signing out prior to conducting such business and signing in when business is concluded.

**Section 5.4. Information Provided to Union** - The Employer shall provide the Local Union President, twice each year, in the months of April and October, the names, addresses and social security numbers of all bargaining unit employees currently employed at the Randolph County Nursing Home.

**Section 5.5. Union Orientation** - The Union shall be allowed to orient, educate and update each new employee for up to one-half (1/2) hour for informing employees of their rights and obligations under this Agreement, and without loss of pay for the employees involved. The Employer shall inform the Union of all such hirings and the Union shall inform the Employer of the Union representative who will carry out the Union orientation. All orientations shall be scheduled at a mutually agreeable time between the Employer and the Union.

#### **ARTICLE 6: Hours of Work**

**Section 6.1. Regular Hours** - The regular hours of work each day shall be consecutive except that they shall be interrupted by a lunch period.

**Section 6.2. Work Day** - Eight (8) consecutive hours of work, including the lunch period, within the 24-hour period beginning at midnight shall constitute the regular work day.

**Section 6.3. Work Shift** - Eight (8) consecutive hours of work shall constitute a work shift. All employees shall be scheduled to work on a regular work shift of eight (8) consecutive hours, and each work shift have a regular starting and quitting time. All employees must have the permission of the administrator to work outside their regularly scheduled time otherwise employees are expected to work their regularly assigned hours given to them upon hire.

#### **License Practical Nurses:**

The current regular workday shall be eight (8) hours of work performed in a twenty-four (24) hour time period. This provision does not constitute a guarantee as to the number of hours to be worked or a limitation thereon. The Employer shall schedule hours consecutively. No employee will be allowed to work more than sixteen (16) hours at any one time.

**Section 6.4. Work Schedules** - Work schedules currently in effect for employees shall remain in effect during the term of this agreement. The Employer shall not alter an employee's regular schedule to avoid the payment of any premium pay, holiday compensation, overtime or benefit time.

Nursing staff who call off work on their weekend to work may only be required to make the number of weekend day(s) (Saturday and/or Sunday), on their regular shift and day which was called off. Nursing staff shall be required to make up the called off weekend day(s) on their next regularly scheduled weekend off unless mutually agreed otherwise by the employee and the supervisor.

Employees are permitted to trade days with other employees as long as switching does not result in overtime pay. Trade slips must be filled out and signed by both employees and granted by the supervisor. Days must be in the same work week (Sunday through Saturday.)

Monthly schedules for all departments shall be posted no later than the 20<sup>th</sup> of the month prior to the beginning of the new schedule.



## **ARTICLE 7: Meal and Break Periods**

**Section 7.1. Meals During Scheduled Shifts** - All employees scheduled to work more than four (4) hours shall be granted a lunch period during each work shift. The lunch period shall consist of no less than thirty (30) minutes.

**Section 7.2. Meals During Overtime Shifts** - The Employer shall supply employees required to work an overtime shift of four (4) hours or more with a meal when such overtime immediately precedes the employee's normal work shift. This meal shall be the same meal that is provided to the residents of the Nursing Home during the hours the kitchen is open. For the period when the kitchen is not open cold cuts or other sandwich items shall be provided by the Employer.

**Section 7.3. Outside Visitors** - No employee may receive any outside visitors during working hours except in an emergency. (Employees are considered visitors on their day off.)

**Section 7.4. Break Periods** - All employees' work schedules shall provide for a fifteen (15) minute break period during each one-half (1/2) shift. The break period shall be scheduled at the middle of each one-half (1/2) shift or as close as possible. Nursing staff must sign in and out for breaks.

Employees in Laundry, Housekeeping and Dietary may choose to combine one break with their lunch period for a combined total of forty-five (45) minutes during their shift.

\* **Section 7.5. Employee Break Area** - Employees shall be provided with a break area for use during their breaks. This break area shall be exclusively for the use of employees. Visitors and residents shall have a separate area and shall not have access to the employee break area.

## **ARTICLE 8: Holidays**

**Section 8.1. Holidays Recognized and Observed** - The following days shall be recognized and observed as paid holidays:

NEW YEARS DAY

INDEPENDENCE DAY

THANKSGIVING DAY

EMPLOYEE'S BIRTHDAY

MEMORIAL DAY

LABOR DAY

CHRISTMAS DAY

Eligible employees shall receive one (1) days pay for each of the holidays listed above on which they perform no work. If an employee's birthday falls on one of the holidays listed above the employee shall be paid for or allowed to accumulate an additional holiday, at the appropriate rate, as set forth in sections 10.3 and 10.4 below.

**Section 8.2. Eligibility Requirements** - Employees shall be eligible for holiday pay under the following conditions:

- a.) The employee would have been scheduled to work on such day if it had not been observed as a holiday unless the employee is on a day off, vacation, lay-off or sick leave.

- b.) The employee worked his last scheduled work day prior to and his first scheduled work day after the holiday unless he is excused by the Employer.
- c.) Employees who work three (3) days or more during the week a holiday occurs, shall be considered eligible for holiday pay for that holiday.

If a holiday is observed on an employee's scheduled day off or vacation, he/she shall be paid for the unworked holiday.

**Section 8.3. Holiday Pay** - Eligible employees who perform work on a holiday shall be paid two and one-half (2 1/2) times their current hourly rate of pay unless their regular work day is more or less than eight (8) hours.

Eligible employees whose work day differs from the standard eight (8) hour day shall be paid their current hourly rate of pay times the number of hours in their regular working day. Eligible employees whose work hours exceed more than eight (8) hours will be paid two and one-half (2 1/2) times their hourly rate.

**Section 8.4. Holiday Work** - If an employee works on any of the holidays listed above, he/she shall be paid the following premium rates in addition to his/her regular pay; for the first eight (8) hours - one and one-half (1 1/2) times their regular hourly rate of pay for all hours worked.

**Section 8.5. Compensation/Equivalent Time Off** - Employees shall be paid cash or allowed to accrue holiday time off, at the rates identified in this Article. Accumulated holiday time shall be scheduled as requested by the employee, so long as it does not have a substantial adverse effect to the operation of the Nursing Home. Holiday time shall normally be scheduled as soon as possible after the date it is earned. However, if an employee fails to use his/her accumulated holiday time by December 1, those hours shall be liquidated and paid to the employee, at the employee's normal rate of pay. The aforementioned payment shall be paid to the employee the first pay period after December 1.

## **ARTICLE 9: Vacations**

**Section 9.1. Eligibility and Allowances** - Employees shall earn annual paid vacation based on the following schedule:

### **SERVICE REQUIREMENTS**

1 year but less than 2 years	.0025 days per hour worked
2 years but less than 5 years	.0050 days per hour worked
5 years but less than 8 years	.0075 days per hour worked
8 years but less than 15 years	.0100 days per hour worked
15 years or more --	you will earn an additional day for each year of service up to an additional five (5) Days. Part-time employees will be pro-rated.

### **VACATION PERIOD**

**Section 9.2. Calculation of Vacation Accumulation** - For the purposes of calculating vacation accrual all hours worked shall be counted for the purposes of calculating vacation accrual. In addition, all hours in pay status when an employee utilizes benefit time (i.e.: vacation, sick, personal or holiday time) shall be counted as time worked for the purposes of calculating vacation accrual.

All uncompensated hours (i.e. unpaid leaves of absence, or other unpaid hours) shall not be counted in calculating vacation accrual.

**Section 9.3. Vacation Pay** - The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the pay day immediately preceding the employee's vacation period.

**Section 9.4. Use** - Vacation may be taken after it is earned. Vacation shall not be accumulated for more than twenty-four (24) months after the end of the calendar year in which it is earned. If vacation time is not used within twelve (12) months after it is earned it may be liquidated in cash in accordance with Section 11.2 of this Article.

Vacation time may be taken in increments of not less than four (4) hours. Requests for a vacation day shall be submitted in writing not later than February 28<sup>th</sup> of each year; vacation requests submitted after this date will be granted at the Employer's discretion. Should more than one employee request the same dates for vacation, seniority shall prevail. The Employer shall post the taken vacation days for all to see.

Employees shall not be prohibited from utilizing pre-approved vacation time during any weekends. Requests for preapproved vacation time shall be granted or denied in good faith based on operational needs. Pre-approved vacation requests shall not be denied unless legitimate operational reasons exist for such denial.

**Section 9.5. Holiday During Vacation Period** - If a holiday occurs during the calendar week in which a vacation is given by any employees, the employee's vacation period shall be extended one (1) additional workday.

**Section 9.6. Work During Vacation Period** - Any employee who is requested to and does work during his/her scheduled vacation period shall be paid for regular hours at a rate of time and one-half (1 1/2) his/her regular rate and for overtime hours at a rate of two and one-half (2 1/2) times his/her regular rate of pay. In addition, the employee's vacation (with pay) shall be rescheduled to any future period the employee may request.

**Section 9.7. Vacation Rights in Case of Lay Off or Separation** - Any employee who is laid off, discharged, retired, or separated from the service of the Employer for any reason, prior to his taking vacation, shall be compensated in cash for the unused vacation he/she has earned at the time of separation.

## **ARTICLE 10: Sick Leave**

**Section 10.1. Allowance** - Any employee contracting or incurring any non-service connected sickness or disability, which renders employees unable to perform the duties of his/her employment, shall receive sick leave with pay. Sick leave can also be used for family illness or to arrange for medical service per the Employee Sick Leave Benefit Act..

Employees shall be eligible for sick leave after three (3) months of service with the Employer.

Employees shall be allowed one (1) sick day for each month of service. Sick days shall be earned by an employee for any month in which the employee works one hundred four (104) hours or more. Less than one hundred four (104) hours will be pro-rated.

Employees may use up to six (6) of their earned sick days each year for personal business. The employee must notify the Employer at least twenty-four (24) hours in advance. These days may not be used on weekends, holidays or more than one (1) day at a time.

Employees must notify the Employer at least 2 (two) hours before the beginning of their regular shift of their intended absence to receive an excused sick day.

Employees who have not used any sick or personal during the fiscal year (December 1 - November 30) shall accumulate an additional compensatory day to be taken off upon request by the employee, subject to the approval of his/her supervisor. The employee's request shall not be unreasonably denied.

**Section 10.2. Accumulation** - New employees shall start to earn sick days ninety (90) days after their date of hire and shall accumulate sick days as long as they are in the service of the Employer and work the required number of hours. The maximum amount of sick days which an employee may accumulate will be a total of forty (40) days. After an employee has accumulated forty (40) days, he will be paid at the appropriate rate for additional earned sick days on the first payday of the month following the month an employee's anniversary date occurs.

Employees may choose to accumulate their unused sick days for the previous year or receive cash payment on the first payday of the month following the month an employee's anniversary date occurs. However, accumulated sick leave may only be cashed out at the written request of the employee.

**Section 10.3. Unused Sick Leave** - Employees with twelve months or more of service shall be compensated in cash for any accumulated unused sick leave when they are permanently separated from employment as a result of voluntary resignation or discharge.

Employees shall be compensated in cash for any accumulated unused sick leave when they are permanently separated from employment as a result of retirement, or death. In the event of death, payment is to be made to the estate of the employee.

The amount of payment for all unused sick leave is to be calculated at the employee's rate of pay in effect on the payday immediately preceding the employee's separation.

**Section 10.4. Sick Leave Use** - Sick Leave will be paid in increments of one-half hour. Employees who use sick leave will be required to have an adequate number of hours to cover sick leave requests.

Employees who do not have sick leave hours to cover an absence may be charged with an unexcused absence. However, employees who use sick leave but only have a fraction of the sick leave hours necessary to cover the absence will not be charged with an unexcused absence.

**Section 10.5 Paid Sick Day** - Employees will be eligible for paid sick days after three months of service. Employees earn one paid sick day any month they work over 104 hours. Less than 104 hours will be pro-rated according to the hours worked. Employees may use up to six of their earned sick days for personal business. The employee must notify the employer at least 24 hours

in advance of a personal business day. These days may not be used on weekends, holidays, or more than one day at a time. Employees calling in sick should notify their employer at least two hours before the beginning of the shift and must call in at least 2 (two) hours prior to the shift or they will be considered unexcused. A reason for calling in must be given at the time of the call. No leave of absence will be granted to any employee without six months of service.

Employees may accumulate sick days. The maximum amount of accumulated days is 40. You will be paid at the appropriate rate for additional earned sick days on the first payday of the month following your anniversary date. Employees may also choose to receive cash payment for unused sick days. This will be paid on the first payday following your anniversary date.

Leave of absence without pay may be granted when circumstances permit. Each request will be considered on its own merit with the employee's work record and the needs of the home to be considered.

#### **ARTICLE 11: Leave of Absence**

**Section 11.1. Eligibility Requirements** - Employees shall be eligible for leaves of absence after six (6) month's service with the Employer.

**Section 11.2. Application for Leaves** - Any request for a leave of absence shall be submitted in writing by the employee to the Nursing Home Administrator. The request shall state the reasons the leave of absence is being requested and the approximate length of time off the employee desires.

Authorization for leave of absence shall be furnished to the employee by the Nursing Home Administrator, and it shall be in writing.

A request for short leave...a leave not exceeding one (1) month...shall be answered within five (5) days. A request for a leave of absence exceeding one (1) month shall be answered within ten (10) days. No leave of absence shall exceed six (6) months, except by approval of the Administrator.

Employees on any leave of absence granted under the provisions of this Agreement, shall be returned to the position they held at the time the leave of absence was requested. However, if an employee has acquired the qualification for a higher rated position, the employee shall be returned to the higher rated position under the following conditions:

The position became or remained open during the employee's leave and it is still open at the time the employee returns from leave; and the employee has greater seniority than other qualified employees requesting assignment to the position.

Employees do not accrue sick or vacation benefits while on a leave of absence and an employee is not eligible for holiday pay while on a leave of absence.

#### **Section 11.3. Paid Leaves**

a.) **Family Death:** In event of a death in the immediate family of an employee...spouse, parents, children, brother, sister, the employee shall be granted three (3) days leave of absence with pay; Mother-in-law, Father-in-law, Step-Father, Step-Mother, grandchildren, step-

grandchildren, or grandparents two (2) days leave of absence with pay to attend funeral services. The Business Administrator may require proof to substantiate such leave. Additional leave pursuant to the Child Bereavement Act shall be granted.

**b.) Jury Duty:** Employees shall be granted a leave of absence with pay anytime they are required to report for jury duty or jury service. Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for each day of jury service.

**c.) Civic Duty:** Employees subpoenaed to appear before a court or other public body on any matter not related to their work in which they are not personally involved (as a plaintiff or defendant), shall be granted a leave of absence with pay (as set forth in the following paragraph) for the period necessary to fulfill their civic responsibilities. Employees shall be paid the difference, if any, between the compensation they receive from the court or other public body and their wages for each day of service.

#### **Section 11.4. Unpaid Leaves**

**a.) Reasonable Purpose:** Leaves of absence for a reasonable period, not to exceed six (6) months, for a reasonable purpose shall be granted. Reasonable purpose in each case shall be agreed upon by the Union and the Employer.

**b.) Union Business:** Employees elected to any Union Office or selected by the Union to do work which takes them from their employment with the Employer, shall at the written request of the Union be granted a leave of absence. The leave of absence shall not exceed two (2) years, but it shall be renewed or extended for a similar period at any time upon the request of the Union. The Employer shall be given sixty (60) days advance notice. Members of the Union selected by the Union to participate in other Union activity shall be granted a leave of absence at the request of the Union. A leave of absence for such Union activity shall not exceed one (1) month, but it shall be renewed or extended for a similar period at any time upon the request of the Union. Such leave is subject to the Employer's staffing requirements.

**c.) Education:** After completing one (1) year of service, any employee, upon thirty (30) days advance request, shall be granted a leave of absence for education purposes. The period of the leave of absence shall not exceed one (1) year, but it shall be extended or renewed at the request of the employee.

Employees shall also be granted leaves of absence for education purposes not to exceed one (1) month in any calendar year to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability. Such leave is subject to the Employer's staffing requirements.

**d.) Military Service:** Any employee who is a member of a reserve force of the United States or of this State and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this State shall be granted a leave of absence during the period of such activity. Any employee who enters into active service in the armed forces of the United States while in the service of the Employer shall be granted a leave of absence for the period of military service.

**e.) Disability Leave:** Employees who have utilized all their accumulated sick leave days and are unable to report back to work because of the continuance of their sickness or injury shall receive a disability leave. The Employer may require verification by a doctor that the employee is unable to return to work.

An employee who suffers an on-the-job injury or who contracts a service-connected disease shall be granted a leave of absence for the duration of such illness or injury. Employer may require verification by a doctor that the employee is unable to return to work.

**Section 11.5. Americans With Disabilities Act** - The Employer shall comply with the Americans with Disabilities Act and shall ensure that all rights awarded employees under this Act are granted.

**Section 11.6. Family Medical Leave Act** - The parties recognize that additional rights regarding leaves of absences may exist under the Family Medical Leave Act. Employees who take a leave of absence pursuant to the Family Medical Leave Act shall have the option of using accumulated time prior to going on unpaid leave but shall not be required to use any accumulated time.

Employees who are absent without compensated time to cover the absence shall be given a Family Medical Leave Act Leave Packet. This packet shall contain a FMLA Form and instructions regarding its completion and submission to the Employer. To be eligible for a FMLA an employee must have been employed for one (1) year and worked at least one thousand two hundred fifty (1,250) hours in the last twelve (12) months.

Employees who present a completed FMLA Form for a covered illness under the Act shall be given an approved leave of absence for the time period in question in accordance with the Family Medical Leave Act.

**Section 11.7. Victims Economic Security and Safety Act**

**a. VICTIMS OF DOMESTIC VIOLENCE LEAVE**

Employees are eligible for domestic violence leave as defined, by the *Illinois Victims Economic Security and Safety Act of 2003 (VESSA)*. Eligible employees may take unpaid leave domestic violence leave under this law when an incident has occurred to an employee or member of the employee's family or household. Family or household member means a spouse, parent, son, daughter, and persons jointly residing in the same household. Leave may be taken for any of the following reasons:

To seek medical attention for or recover from physical or psychological injuries caused by domestic or sexual violence;

To obtain services from a victim services organization;

To obtain psychological or other counseling;

To participate in safety planning, relocating, or taking other actions to increase the safety of the employee or member of the employee's family or household, or

To seek legal assistance or remedies to ensure the health and safety of the employee or member of the employee's family or household.

**b. LENGTH OF VESSA LEAVE AND FAMILY AND MEDICAL ACT LEAVE**

An employee is eligible to take up to twelve workweeks of VESSA leave during a 12-month period starting from the date when a prior leave for such reason was taken. If the reason for leave under VESSA also entitles an employee to Family and Medical Leave, the VESSA leave does not give an employee additional time beyond the FMLA leave. That is, VESSA leave runs concurrently with FMLA leave when the reason for VESSA leave also qualifies as an FMLA event such as a serious health condition.

**c. BASIC REGULATIONS AND CONDITIONS OF LEAVE**

A certification will be required to support a claim for leave. The certification will include:

1. The employees' sworn statement, and;
2. Documentation from a victim services organization, attorney, member of the clergy, or medical or professional from whom the employee or the employee's family or household member has sought assistance; or
3. A police or court record; or
4. Other corroborating evidence.

If necessary for qualifying events, leave may be taken on an intermittent or reduced leave schedule. If leave is requested on this basis the Employer may require the employee to transfer temporarily to an alternative position that better accommodates recurring periods of absence or a part-time schedule, provided that the position has equivalent pay and benefits.

Sick, vacation, personal days and holidays will not be accrued or earned during the leave of absence.

**d. NOTIFICATION AND REPORTING REQUIREMENTS**

An employee is expected to provide at least 48 hours advance written notice of the intent to take VESSA leave, unless it is not practicable to do so. If an employee is unable to provide advance notice of an absence, the employee must provide a certification regarding that absence within a reasonable period after the absence.

In all, cases involving extended periods of leave, the employee will be required to report periodically on his or her leave status and intention to return to work.

**e. INSURANCE COVERAGE**

Any employee who is granted an approved leave of absence is advised to provide for the retention of his or her group insurance coverage by arranging to pay his or her portion of the premium contributions during the period of unpaid absence.

The employee has a 30-day grace period from the premium due date to make their share of the premium payment to the Employer.

During the paid portion of the leave, the Employer will continue to make the necessary payroll deductions for health care coverage.

In the event that an employee elects not to return to work upon completion of an approved unpaid leave of absence, the Employer may recover from the employee the cost of any payments made to maintain the employee's benefit coverage, unless the failure to return to work was for a



reason other than the continuation, recurrence, or onset of domestic or sexual violence that entitles the employee to leave pursuant to this section or other circumstances beyond the control of the employee. Benefit entitlements based upon length of service will be calculated as of the last paid workday prior to the start of the unpaid leave of absence.

#### **f. PROCEDURES**

A request for domestic violence leave form must be originated by the employee. This form should be completed in detail, signed by the employee, submitted to the immediate supervisor for proper approvals, and forwarded to the administration office.

All requests for domestic violence leaves of absence will include the following information on the form:

- (1) The date on which the leave will commence
- (2) The probable duration of the leave
- (3) All information required per basic regulations and conditions of leave, above.

#### **g. EMPLOYEE STATUS AFTER LEAVE**

An employee who takes a domestic violence leave is entitled upon return to be restored to the position held by the employee when the leave commenced or to be restored to a comparable position with equivalent pay, benefits, status and other terms and conditions of employment. No employment benefits accrued before the date the leave began can be lost.

Employees taking unpaid leave pursuant to this policy shall not accrue any seniority or other employment benefits during any period of leave, or any right, benefit or position of employment other than any right, benefit or position to which the employee would have been entitled had the employee not taken the leave.

Unless an extension has been requested and granted in writing, failure to return to work on the expiration date will be cause for termination.

### **ARTICLE 12: Wages**

#### **Section 12.1. Wage Schedule**

##### **A. Shift Differential**

Employees shall be compensated in accordance with the wages schedule attached to this Agreement and marked "Appendix A". The attached wage schedule shall be considered a part of this Agreement. Those employees working shifts on which half or more of the hours occur prior to 6:00 a.m. or after 2:00 p.m. shall receive thirty-two cents (\$.32) per hour shift premium.

**Section 12.2. Pay Period** - The salaries and wages of employees shall be paid every other Tuesday between the hours of 6:00 a.m. to 3:00 p.m. In the event this day is a holiday, the preceding day shall be the pay day. A petty cash fund will be set up to pay anyone who is shorted on their paycheck. They will get their money that same day, unless prohibited by law.

## **ARTICLE 13: Reporting Time**

**Section 13.1. Scheduled Work** - Any employee who is scheduled to report for work and who presents himself/herself for work as scheduled shall be assigned to at least four (4) hours work on the job which he/she was scheduled to report.

If work on the job is not available, the employee shall be excused from duty and paid at his/her regular rate for four (4) hours work at the appropriate rate, straight time or overtime, whichever is applicable.

**Section 13.2. Work Outside of Regular Schedule** - In the event an employee is called to work by the Employer during an employee's off time, non-scheduled day, etc., less than one (1) hour in advance of his shift he will be compensated up to one (1) hour. If an employee does not arrive within one (1) hour after being contacted, he will be paid from the time of arrival.

Employees called after the start of a shift will be compensated from the time they are contacted if they arrive within one (1) hour of being contacted. If an employee does not arrive within one (1) hour after being contacted he will be paid from time of arrival.

## **ARTICLE 14: Call Time**

By the fifteenth (15th) day of each month, all part-time employees shall be required to provide, to their supervisor, all dates they will be unavailable to work the following month. All employee schedules shall be posted by the twentieth (20th) day of each month.

## **ARTICLE 15: Overtime**

**Section 15.1. Rate of Pay** - Time and one-half the employee's regular rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours:

**Section 15.2. Weekly** - All hours worked in excess of forty (40) hours in any calendar week. Except employees who work a 4-2 schedule who shall be paid for all hours worked in excess of their regular scheduled work week.

**Section 15.3. Voluntary Overtime** - Overtime work shall be distributed equally to employees working within the same job classification and shift. The distribution of overtime shall be equalized over each six (6) month period beginning June 1 to December 1.

On each occasion, the opportunity to work overtime shall be offered to the most senior employee within the job classification who has the least number of overtime hours to his/her credit at that time. If this employee does not accept the overtime, the next most senior employee with the fewest number of overtime hours to his credit shall be offered the overtime. This procedure shall be followed until the required number of employees has been selected for the overtime work.

**Section 15.4. Mandatory Overtime** - If all employees refuse a voluntary overtime assignment, mandatory overtime shall be assigned in reverse seniority order, on an assignment, not on number of hours basis. The least senior employee shall not be assigned the overtime each time all refuse. The first total refusal of overtime will be assigned to the least senior employee, the second refusal to the next least senior employee and so on through the list.

Mandatory overtime will be assigned on a rotating basis up the seniority list of the shift until all the employees on that shift have been assigned to work a mandatory overtime shift or the end of a calendar month, at which time the overtime assignment will revert back to the least senior employee on the shift.

For the purposes of this section voluntary overtime more than four (4) or more hours and mandatory overtime shall be counted as the same. (For example, an employee who volunteers for an overtime shift during the aforementioned calendar month period, shall not be mandated to work overtime until the entire equalizing group has volunteered for overtime or been mandated for overtime.)

Full-time employees may not be mandated on their days off.

For example, if one employee is mandated to work the 6:00 a.m.-2:00 p.m. shift the supervisor will solicit volunteers from the list of employees from the 2:00 p.m.-10:00 p.m. shift to come to work at 10:00 a.m. to allow the mandated employee to go home after four hours of overtime. If there are not enough volunteers to release all employees who were mandated, they shall be released by seniority with the most senior being released first and so on.

**Section 15.5. Emergencies** - Employees shall not be required to work more than two (2) consecutive shifts except in very extreme emergencies and then only after a proper period of paid time for sleep and rest.

**Section 15.6. Overtime Payment** - Payment for overtime hours worked shall be made in the same pay period that it is earned. However, it shall be the responsibility of the employee to submit an overtime slip to his supervisor for signature to authorize payment for overtime worked. If the employee fails to submit an overtime slip prior to the end of the pay period in which the overtime is earned the overtime shall be paid in the next pay period.

## **ARTICLE 16: Seniority**

**Section 16.1. Definition of Seniority** - Seniority shall, for the purpose stated in this Agreement, consist of the length of service of an employee with the Employer.

**Section 16.2. Termination of Seniority** - Seniority shall be terminated when an employee voluntarily resigns, is discharged for just cause or retires.

An employee's seniority shall also terminate if an employee is absent from work for a period of three (3) days without notifying the Employer, or in the event that the employee fails to return to work from lay-off or contact the Employer within five (5) days after receiving notice by certified mail. The notice will be sent to the last address of the employee appearing on the Employer's records.

**Section 16.3. Deduction from Seniority** - Except for the following, any time spent on an unpaid leave shall be deducted from an employee's seniority:

- a.) Union business leave
- b.) Military leave
- c.) On-job injury - with doctor verification

- d.) Extended sick leave - may require doctor verification
- e.) Personal leave (including educational leave) less than thirty (30) days

**Section 16.4. Re-employment** - Employees re-employment after termination of employment for any of the reasons in Section 16.2 shall be considered new probationary employee except that should it later be found that an employee was discharged without just cause and the employee is returned to his/her position, his/her seniority shall be reinstated.

**Section 16.5. Seniority Lists** - Every three (3) months the Employer shall post on all bulletin boards a list showing the seniority of each employee. A copy of the seniority list shall be furnished to the Union when it is posted. Within thirty (30) days of such posting, an employee may protest their seniority date as listed if the employee believes the list to be incorrect. Necessary corrections to the seniority list will be made as soon as possible after being brought to the Employer's attention.

**Section 16.6. Probation Period** - All new employees shall serve a ninety (90) probationary period. New employees shall be added to the seniority list ninety (90) calendar days after their date of hire.

#### **ARTICLE 17: Filling of Vacancies**

**Section 17.1. Definition** - The term promotion, as used in this Agreement, means the advancement of an employee to a higher paying position or the reassignment of an employee at the employee's request, to a position the employee considers to be in his/her best interest regardless of the rate of pay.

**Section 17.2. Permanent Bid Sheet** - Employees desiring to be promoted shall enter their names on a permanent bid sheet. Permanent bid sheets shall be posted for each position at the facility. All permanent bid sheets shall be posted near the time clock.

**Section 17.3. Filling Vacancies** - All job vacancies shall be filled by employees whose names appear on the permanent bid sheet on the basis of seniority, provided the employee possesses the certification required by law.

**Section 17.4. Limitations** - Except for those promotions that result in the advancement of an employee to a higher classification, employees shall be limited to exercising their rights under this Article to four (4) times in a twelve-month period. If you bid on a job, and refused it when it becomes available, this will be counted as one (1) right to bid.

#### **ARTICLE 18: Temporary Vacancies**

**Section 18.1. Temporary Vacancies** - Temporary vacancies are vacancies that occur as a result of an employee being on vacation, sick leave, or any other approved leave of absence.

Temporary vacancies shall be filled by full-time or part-time employees within the same job classification desiring the vacancy in accordance with seniority. However, temporary vacancies that exist for less than thirty (30) days may be filled by distributing the available hours equally among part-time employees. When the employee who is regularly assigned to the position which is temporarily vacant returns from vacation or leave, the employee temporarily assigned to

the position shall be returned to the position they occupied prior to accepting the temporary vacancy. Temporary vacancies will not be counted as a bid.

In the event a temporary vacancy becomes a permanent vacancy as a result of the employee temporarily vacating the position failing to return from leave, or vacation, the vacancy shall be filled in accordance with Article 17.

**Section 18.2. Out of Title Work** - Employees temporarily assigned to perform the work of a higher paying title shall be paid the hourly rate of the higher title for all hours of work performed in that higher title. However, if an employee is assigned to perform work in a lower paying title the employee shall be paid his/her normal rate of pay. Employees may not be mandated to take temporary assignment to a higher title.

Employees shall be offered the opportunity to volunteer for a temporary assignment to a higher title, prior to employees being mandated to work overtime in the title in which the temporary vacancy exists. The Employer shall offer the temporary assignment to employees in seniority order, with the most senior employee being offered first and so on, each time a vacancy occurs.

## **ARTICLE 19: Layoff**

### **Section 19.1. General Procedure**

- a.) Layoff shall be by department
- b.) Layoff shall be by job classification
- c.) Employees shall be laid off in the inverse order of their seniority.

**Section 19.2. Bumping** - An employee subject to layoff may bump an employee with less seniority in equal or lower paying classification, provided he/she is qualified to perform the work of the employee whom he/she desires to bump. When changes in shift or job assignment are made, an employee may exercise seniority under this Section as though he/she were subject to layoff.

**Section 19.3. Recall** - Employees shall be recalled from layoff in the order of their seniority in the following order:

- a.) Employees on layoff from the classification be recalled
- b.) Employees on layoff from other classification providing they possess the certification required by law.

New employees shall not be hired until all laid off employees have been recalled.

## **ARTICLE 20: Discipline**

**Section 20.1. Definition** - The Employer agrees with the tenets of progressive and corrective discipline. Disciplinary action or measures shall include only the following:

- a.) Oral reprimand
- b.) Written reprimand
- c.) Suspension (notice to be given in writing)
- d.) Discharge (notice to be given in writing)

The above is for descriptive purposes only and shall not in any way negate or nullify the use of progressive and corrective discipline nor limit an employee to only three disciplinary actions prior to discharge.

All disciplinary action must be imposed within fifteen (15) days of the infraction giving rise to the discipline. However, discipline involving abuse of sick leave shall be imposed within thirty (30) days of the infraction. Employees who go on leave prior to the discipline shall be disciplined within the total number of days outlined above.

Disciplinary action may be imposed upon an employee only for just cause.

Disciplinary meetings will be held during the employee's regular shift when Union stewards are available. If a Union steward is available on the preceding shift or the oncoming shift they will be utilized. The Employer shall make every effort to contact an off-duty steward if an emergency situation arises which requires a union steward and one is not available on site. The Employer and the Union agree that whenever practical and the proper equipment is available that electronic technology may be used to conduct the investigatory process and issue discipline. All other language in Article 20 shall be adhered to.

**Section 20.2. Manner of Discipline** - The parties recognize that the disciplinary process is to be done in a private setting. It shall not be done in a public or common area where other staff or residents may observe or overhear the meeting between the employee, union representative and supervisor.

If the Employer has reason to discipline an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. The employee shall be informed of his/her right to union representation when being disciplined. If an employee refuses union representation a union representative shall nevertheless be present as non-active participant at any and all disciplinary meetings. The employee and the Union shall be given a clear and concise statement in writing of the reasons for any disciplinary action or measure, as well as suggested ways to correct the inappropriate behavior which resulted in the disciplinary action. Employees shall be given notice of discipline, in person, by the employee's supervisor, or by registered mail to the employee's last known address.

**Section 20.3. Pre-Suspension Meeting** - Prior to a suspension there will be a pre-suspension meeting. This meeting will be held during the employee's regular shift when Union stewards are available. If a Union steward is available on the preceding shift or the oncoming shift they will be utilized. The Employer shall make every effort to contact an off duty steward if an emergency situation arises which requires a union steward and one is not available on site. The employee shall be informed of his/her right to union representation when being disciplined. If an employee refuses union representation a union representative shall nevertheless be present as non-active participant at any and all disciplinary meetings. The employee and the Union shall be given a clear and concise statement in writing of the reasons for any disciplinary action and allowed a reasonable amount of time to rebut the charges. After the rebuttal is completed the Employer shall then make a decision as to the appropriate level of discipline, if any, and notify the employee and Union of this decision.

**Section 20.4. Information Provided** - If the Employer takes any disciplinary action, against an employee, the Employer shall furnish the employee and the Union with copies of all pertinent documents and a list of witnesses of the incident giving rise to the disciplinary action.

**Section 20.5. Investigatory Interviews** - During investigatory interviews the employee shall be notified he/she is entitled to the presence of a Union representative. If the employee declines Union representation the Union shall nevertheless be present as a non-participatory third party during the interview. If an investigation of alleged employee misconduct does not lead to discipline, the investigation shall be closed and further shall not become part of an employee's permanent file nor, in any way, be used to adversely affect the employee's contractual rights.

**Section 20.6. Reinstatement** - Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all back time and with full restoration of all other rights and conditions of employment.

**Section 20.7. Removal of Discipline** - Any record of a particular disciplinary action or measure shall be voided, after one (1) year passes without the employee receiving any further disciplinary action for the same offense.

## **ARTICLE 21: Settlement of Disputes**

**Section 21.1. Grievances and Arbitration Procedures** - Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

**Step 1.** - Within seven (7) working days of an employee or group of employees becoming aware of an occurrence that gives rise to a grievance, the Union shall, with or without the employees or group of employees, take up the grievance in writing with the employee or group of employees' department head, or in his/her absence a designee. Within five (5) working days after receipt of the grievance, the department head shall respond to the grievance in writing to the Union.

**Step 2.** - If the grievance is not resolved in Step 1, the Union shall, within seven (7) working days after the Step 1 response was due, present the grievance in writing to the Nursing Home Administrator, or in his/her absence a designee. A Step 2 meeting shall be held if either party requests, or other such discussion would be necessary to resolve the grievance. After receipt of the grievance the Union and Management will set up a meeting within three (3) working days. After the Step 2 meeting, the Nursing Home Administrator shall respond to the grievance in writing to the Union within seven (7) working days after the meeting is held.

**Step 3.** - If the grievance remains unsettled, the Union may within seven (7) working days after the Step 2 response was due with written notice to the Nursing Home Administrator request the grievance(s) be appealed to arbitration. If in accordance with the above procedure, the grievance(s) is appealed to arbitration, representatives of the Employer and the Union shall meet to select an arbitrator. If after ten (10) working days the parties are unable to agree on an arbitrator the parties shall request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. Each party reserves the right to reject one (1) panel in its entirety and request that a new panel be submitted. Both parties shall alternately strike a name from the panel until one (1) name remains. The remaining named person shall be the arbitrator. In the first grievance arbitration after the effective date of this Agreement the Union shall strike the

first name with the Employer striking the first name in the next grievance arbitration. The striking shall continue to alternate in this manner during the term of this Agreement.

The parties shall notify the arbitrator of his/her selection and shall request to set a time and place for the hearing, subject to the availability of the Employer and the Union.

The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and agreement. The parties agree that they will not submit post hearing briefs.

Expenses for the arbitrator's service and the proceeding shall be borne equally by the Employer and the Union. The Employer or Union shall have the right to request the arbitrator to require the presence of witness and/or documents. Each party shall bear the expense of its own witnesses who are not employees of the Employer. The Employer agrees to pay the employee's wage during their regular hours of work. If either party desires a verbatim record of the proceeding, it may cause a record to be made, providing it pays for the record and makes copies available without charge to the other party and the arbitrator.

**Section 21.2. Grievance Mediation Prior to Arbitration** - After the Employer has given its answer in the second step of the grievance procedure, the either party may request mediation or arbitration of the grievance.

If either party desires mediation, it shall notify the other party in writing of such desire within seven (7) working days after the Employer gives its second step answer.

If mediation is invoked, the parties shall promptly notify the Federal Mediation and Conciliation Service by joint letter of their desire to mediate the grievance. The mediation conference with respect to a particular grievance shall be scheduled in the order in which the grievance is appealed to mediation.

The grievant shall have the right to be present at the mediation conference.

There shall be one person from each party designated as spokesman at the mediation conference

Written material presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference, except that the mediator may retain one copy of the written grievance to be used solely for the purposes of statistical analysis.

The mediator may provide the parties with an immediate oral advisory decision with respect to any grievance involving the interpretation or application of the collective bargaining agreement, together with the reasons for his or her decision, unless both parties agree that no decision shall be provided. The authority of the mediator is limited to a decision interpreting and applying the provisions of the collective bargaining agreement. If the grievance referred to the mediator does not involve the interpretation or application of the collective bargaining agreement, the mediator shall so advise the parties and terminate the mediator proceedings.

In the event that a grievance which has been mediated is appealed to arbitration, no person serving as mediator between these parties may serve as arbitrator nor may any such person be placed on any panel for which an arbitrator is to be selected by the parties. In the arbitration proceedings there shall be no reference to the fact that a mediation conference was or was not



period of and provided to all employees five (5) consecutive workdays before becoming effective.

- c.) **Informing Employees:** The Employer further agrees to furnish each employee in the bargaining unit with a copy of all existing work rules five (5) days before they become effective. New employees shall be provided with a copy of the rules at the time of hire.
- d.) **Enforcing:** Employees shall comply with all existing rules that do not conflict with the terms of this Agreement, provided the rules are uniformly applied and uniformly enforced.

Any complaint as to the reasonableness of any new existing rule, or any complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.

**Section 26.2. Updated Work Rules Provided** - The Employer shall issue a complete copy of all work rules, currently in effect at the Randolph County Nursing Home, to all current employees with the first paycheck after the signing of this Agreement.

#### **ARTICLE 27: Training**

**Section 27.1 In-Service Training** - All in-service training shall be at the expense of the Employer and shall take place during regular working hours. Employees may elect to attend in-service training during their off-duty hours, however, all certified nursing assistants must receive a total of twelve (12) hours in-service training per year in order to maintain their certification.

When practicable, the Employer shall give employees no less than five days notice of mandatory training or meetings. Such notice shall be posted prominently on all bulletin boards normally used to convey employee information or by memo to each employee.

#### **Section 27.2 Training of New Employees**

- a. All new employees shall be trained or orientated by their respective department head or unit supervisor. Any bargaining unit employee required to train shall be paid an additional \$.50 (fifty cents) per hour for all hour's training or orientating new employees.
- b. **Nursing Only:** All new Nurse Aides shall be trained or orientated by a Nurse Aide. The Orientation Aide shall be paid an additional \$.50 (fifty cents) per hour for all hours worked while orientating new employees.

#### **ARTICLE 28: Insurance**

**Section 28.1 Insurance** - The County shall provide all full-time workers with the same paid medical insurance provided to other County employees. Effective July 1, 2016, the parties agree that the Employees will contribute \$25.00 a month toward their monthly insurance premium.

Insurance will be pro-rated by Randolph County Nursing Home for employees who are regularly scheduled to work thirty-two (32) or more hours a week.

Temporary full-time employees can pay their own insurance after thirty (30) days. Randolph County Nursing Home will pay the insurance after ninety (90) days beginning the 1st of the following month.

**Section 28.2 Employee Assistance Program** - The Union shall administer an Employee Assistance Program (EAP) for all AFSCME represented employees. The Employer shall contribute twenty-nine (\$29) dollars per full-time AFSCME represented employee to the AFSCME Benefit and Trust Plan within thirty (30) calendar days of the effective date of the collective bargaining agreement, and on the anniversary of the effective date annually thereafter.

**Section 28.3 Benefits** - A non-contributory group insurance plan is provided for all full-time employees after their probationary period. Each full-time employee has major medical and term life insurance. Any part-time employee going to a full-time slot must be in that slot for ninety (90) days before they are eligible for insurance. Full-time employees may purchase a family plan. For information, contact the business office.

**Section 28.4 IMRF** - All employees who work one thousand (1,000) hours per year or more are covered by the Illinois Municipal retirement Fund after 3 months of service. IMRF benefits shall be provided to those who qualify under IMRF guidelines and deducted from each paycheck. This amount is matched by the home. After paying into IMRF for one year, you are eligible for the disability program if you must take a leave of absence due to illness (non-work related or work related). Additional life insurance is available from IMRF for your complete family at the cost of \$12.00 or \$16.00 per month. Contact the business office for further details.

**Section 28.5 Annuity Programs** - Met Life and PEPCO offer annuity programs to all employees. These are savings plans for which you may deduct any amount desired from each paycheck. It is taken off your gross wages; thereby less taxes are taken out of your check. A Met Life representative is at the home periodically to explain this plan and sign up interested employees.

## **ARTICLE 29: Evaluations**

Everyone shall have fair evaluations. Employee evaluations shall be done by non-bargaining unit supervisors. Employees shall be evaluated by a supervisor who has immediate knowledge of the employee's work performance. All goals set for an employee shall be reasonable and attainable.

The first evaluation of performance will be completed upon six (6) weeks of employment. Evaluation of performance will be completed thereafter when necessary and at least yearly.

## **ARTICLE 30: Savings Clause**

Should any Article, Section, or portion thereof, of this Agreement be held unlawful and unenforceable by court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section, or portion thereof directly specified in the decision. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section or portion thereof.

## **ARTICLE 31: Miscellaneous**

**Section 31.1. Uniforms** - Employees shall wear colored scrubs or colored uniforms in all departments of the nursing home.

held and there shall be no references to or use made of any statement, oral or written, or things done at the mediation conference. The advisory decision of the mediator shall not constitute a precedent unless the parties otherwise agree.

If no settlement is reached at mediation, the Employer and the Union shall conclude the mediation conference with a joint statement in writing terminating the mediation.

The fees and expenses of the mediator shall be shared equally by the parties.

If, at the conclusion of mediation, the Union desires arbitration it shall notify the Employer in writing of such desire within seven working (7) days after the conclusion of the mediation and shall follow the procedure outline in Article XXIII section 23.1 step 3 of the Collective Bargaining Agreement.

**Section 21.3. Time Limits** - Working days shall be defined as Monday through Friday when the Administrative Office of the Randolph County Care Center is open. Grievance may be withdrawn at any step of the grievance procedure without prejudice. Grievances not appealed within the designated time limits will be treated as withdrawn grievances. The time limits at any step may be extended by mutual agreement of the parties.

**Section 21.4. Union Officers and Stewards** - The Union shall certify in writing to the Employer the names of employees who are Officers or Stewards of the Union. The Union's right to select the number of Stewards needed to properly represent its members shall not be limited by the Employer.

**Section 21.5. Labor Management Meetings** - The Employer agrees to meet monthly with the Union Officers and Stewards at a mutually convenient time for the purpose of cooperatively discussing and solving problems of mutual concern.

**Section 21.6. Investigating and Processing Grievances** - Union Officers and Stewards shall be permitted to investigate and process grievances during their regular working hours without loss of pay, unless to do so would substantially interfere with the operation of the Home. When investigating or processing a grievance, the Employer shall provide the Union with all pertinent documents. In addition, the Union shall have the right to require any witnesses, which are to be used against an employee, be present during any step of the grievance procedure.

## **ARTICLE 22: Strike & Lockout**

**Section 22.1. Lockouts** - No lockout of employees shall be instituted by the Employer during the term of this Agreement.

**Section 22.2. Strike** - No strike of any kind shall be caused or sanctioned by the Union during the term of this Agreement. At no time, however, shall employees be required to act as strike breakers or to go through picket lines.

## **ARTICLE 23: Subcontracting of Public Work**

**Section 23.1. No Subcontracting** - There shall be no subcontracting of any work performed by bargaining unit employees during the term of this Agreement.

**Section 23.2. Working Supervisors** - There may be a working supervisor in the Dietary, Laundry, and Housekeeping Departments. A working supervisor shall not be used to replace an absent bargaining unit employee until all part-time employees in the department have been offered the work. This will not apply if the Employer is not given twenty-four (24) hours notice or it would result in overtime for part-time workers. These supervisors may work up to forty (40) hours per week. The supervisor shall not be used to cut an employee's hours of work or to cause any bargaining unit employees to be laid off.

Working supervisors shall receive a one (\$1.00) an hour additional salary adjustment.

**Section 23.3 Welfare to Work Program** - The Employer shall negotiate with the Union prior to any decision being made to use welfare grantees.

#### **ARTICLE 24: Non-Discrimination**

Both the Employer and the Union agree not to discriminate against any employee on the basis of race, sex, creed, religion, color, marital or parental status, age, national origin, political affiliation and/or beliefs, mental and/or physical handicap, or other non-merit factors, as required by Illinois and Federal Law.

All reference to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be constructed to include male and female employees.

The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or Employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union, or for any other cause.

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

#### **ARTICLE 25: Medical Examination**

The Employer agrees to pay the cost of any medical examination including lab tests required by law or the Employer as a condition of employment, provided the Employer has the right to choose the physician who shall conduct the examination.

New employees shall be required to have all medical examinations completed within ten (10) days of employment to be eligible for payment under this Article.

#### **ARTICLE 26: Work Rules**

**Section 26.1. Work Rules** - All existing and future work rules are subject to mutual agreement before becoming effective.

- a.) **Establishing:** The Employer agrees to negotiate changes in existing work rules with the Union.
- b.) **Revising:** Change in existing work rules shall not become effective until they have been agreed upon by Employer and the Union. In addition, when existing rules are changed or new rules are changed, or new rules are established, they shall be posted prominently on all bulletin boards for a

**Section 31.2. Quality Service Committee** - A Quality Service Committee shall be established, the purpose of which is to find ways of improving services, both directly and indirectly, to residents and their families. The Committee shall be composed of one bargaining unit employee from each department and up to an equal number of management employees. The Committee shall meet monthly for one hour and minutes of the meeting shall be kept. Bargaining unit employees shall be paid for the time spent in Quality Service Committee meetings conducted during their regular working hours.

**Section 31.3. Nurse Aide Assignments** - Nurse Aides shall not be discriminated against for the purposes of assignments. Nurse Aides shall not be removed from an assignment or floor for arbitrary or capricious reasons.

However, Nurse Aides may be removed from a floor or assignment anytime there is a pending allegation of abuse or neglect. The Nurse Aide may be reassigned until such time as the investigation is concluded and the findings are acted upon by the employer.

#### Section 31.4. Safety and Health

##### Safe Workplace:

The employer shall provide a safe and healthful workplace and correct all hazards.

##### Equipment:

Employees shall be provided with equipment to safely perform required tasks.

##### Training and Testing:

The Employer shall pay the employees cost of receiving and maintaining all immunizations required for employment in the event the employee's health insurance does not cover immunization costs.

#### Section 31.5. License Renewal:

The Employer shall reimburse employees for the renewal cost of any license required by the Employer or State and Federal guidelines after one year of employment.

### **ARTICLE 32: Extended Service Bonus**

All bargaining unit employees who have five (5) years creditable service shall receive a \$300.00 a year extended service bonus.

All bargaining unit employees who have ten (10) years creditable service shall receive a \$400.00 a year extended service bonus.

All bargaining unit employees who have fifteen (15) years creditable service shall receive a \$500.00 a year extended service bonus.

All bargaining unit employees who have twenty (20) years creditable service shall receive a \$700.00 a year extended service bonus.

**Effective December 1, 1998:** All bargaining unit employees who have twenty-five (25) years creditable service shall receive an \$800.00 a year extended service bonus.

Extended service bonuses will be paid the first payday of the month following the month of an employee's anniversary date by separate check.

Creditable service will be accrued based on an employee's creditable service date. An employee's creditable service date will be defined as his most recent date of hire with the Employer, in accordance with Article XVIII.

### **ARTICLE 33: Successorship**

Should the Employer during the term of this Contract sell, lease, transfer operation of or otherwise sub-contract all or part of its operations that are covered by this Agreement, then the purchaser or the lessee or the sub-contractor shall be informed of the exact terms of this Agreement and the sale, lease, transfer or sub-contract shall be conditional on the purchaser, lessee, transferee or sub-contractor assuming all of the obligations of this Agreement until its expiration date, at which time a new Agreement will be negotiated between the Union and the new Employer.

### **ARTICLE 34: Notices to the Union and Employer**

Notices required by this Agreement shall be deemed to have been adequately given if served by hand delivery and/or certified mail, return receipt requested, upon the persons named below at the address indicated, unless otherwise notified in writing:

#### **Notice to the Union shall be addressed to:**

Patricia Rensing, Staff Representative  
AFSCME Council 31  
3909 Ernestine Drive, Suite 2  
Marion, Illinois 62959

AFSCME Local 2402  
President  
312 West Belmont Street  
Sparta, IL 62286

#### **Notice to the Employer shall be addressed to:**

Michelle Cato, Administrator  
Randolph County Care Center  
312 West Belmont Street  
Sparta, Illinois 62286

Chairman  
Randolph County Commissioners  
Randolph County Courthouse  
#1 Taylor Street  
Chester, Illinois 62233

### **ARTICLE 35: Drug & Alcohol Testing**

The Employer shall require an employee covered by this Agreement to submit immediately to a urine test when there is an accident involving an employee injury while at work. A supervisor shall transport the employee to and from the testing facility when testing is required.

There shall be no random or unit-wide mandatory testing, except the County may randomly test an individual employee for twelve (12) months following a positive test result.

The County shall use only laboratories which are certified by the State of Illinois pursuant to the Illinois Clinical Laboratory Act or that meet the accreditation requirements of the National Institute of Drug Abuse (NIDA) to perform drug and/or alcohol testing for such testing and shall

be responsible for maintaining the identity and integrity of the sample. The passing of urine will not be directly witnessed unless there is reasonable suspicion to believe that the employee may tamper with the testing procedure. If the first test results in a positive finding, a GC/MS (gas chromatography mass spectrometry) confirmatory test shall be conducted. An initial positive screening test result shall not be submitted to the County; only GC/MS confirmatory test results will be reported to the County. If the County, contrary to the foregoing, receives the results of a positive first test, which is not confirmed as provided above, such information shall not be used in any manner adverse to the employee. Within two (2) days of receipt, the County shall provide an employee with a copy of any test results, which the County receives with respect to such employee. The County shall be liable for the costs of any tests conducted at the County's discretion.

A portion of the test sample, if positive, shall be retained by the laboratory for six months so that the employee may arrange for another confirmatory test (GC/MS) to be conducted by a laboratory certified by the State of Illinois pursuant to the Illinois Clinical Laboratory Act or that meets the accreditation requirements of the National Institute of Drug Abuse (NIDA) to perform drug and/or alcohol testing of the employee's choosing and at the employee's expense. Once the portion of the tested sample leaves the clinical laboratory selected by the County, the County shall not be responsible for monitoring the proper chain of custody for said portion of the tested sample.

The use, sale, purchase or deliver of federal illegal drugs at any time (on or off the job) while employed by the County, abuse of prescribed drugs; consumption or possession of alcohol while on duty (except as required in the line of duty), or being under the influence of alcohol while on duty (which shall be defined as a blood alcohol level of more than .05%) shall be cause for discipline, including termination, in accordance with Article XXII of this Agreement, provided, however, that an employee will not be subject to discipline on the first occasion of being tested positive for being under the influence of drugs or alcohol while on duty, but will instead be required, as a condition of continued employment, to successfully complete an appropriate alcohol abuse treatment program. While all such disciplinary issues shall be subject to the exclusive jurisdiction of the Employer, all issues relating to the drug and alcohol testing process (e.g., whether the ordering of an employee to undertake a test is necessary, whether a proper chain of custody has been maintained, etc.) may be grieved in accordance with the grievance and arbitration procedure set forth in this Agreement.

Voluntary requests for assistance with drug and/or alcohol problems (i.e. where no test has previously been given pursuant to the foregoing provisions) shall be held strictly confidential, and any information received by the County as a result of such a request shall not be used in any manner adverse to the employee's interests, except reassignment for a reasonable time to restricted duties if he is deemed unfit for duty in his current assignment. An employee voluntarily seeking assistance shall not be disciplined. The County's obligation to pay for treatment for alcohol/substance abuse shall be limited to services provided by the County's medical insurance plan in which the employee is enrolled. An employee will be allowed to use all accrued sick leave, vacation and compensatory time off while attending a treatment program, and will be granted an unpaid leave of absence to complete such program after exhausting such paid time off.

Nothing in this Section shall be construed to prevent an employee from asserting that there should be treatment in lieu of discipline in any disciplinary proceeding involving alcohol or drug abuse.

**ARTICLE 36: Termination**

This Agreement shall be effective as of the 1st day of July 2022 and shall remain in full force and effect until the 30th day of June 2025.

This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date. This Agreement shall be in full force and effect during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

Except however, and all parties are agreed, that in the event the County would voluntarily close the Nursing Home facility or any part of the facility or that there is a transfer of ownership either by lease or sell the Nursing home will give ninety (90) days notice to the Union.



## **APPENIDIX A**

### **WAGES**

**Section 1: Wages:** Effective July 1, 2022, employee shall be placed on the appropriate wage as indicated on the below table:

<b>Position</b>	<b>0-5 Years</b>	<b>6-10 Years</b>	<b>11-15 Years</b>	<b>16-20 Years</b>
CNA	\$14.50	\$15.95	\$17.55	\$19.31
LPN	\$22.00	\$23.10	\$24.26	\$25.47
RN	\$25.00	\$26.25	\$27.56	\$28.94
Dietary Aide	\$13.00	\$14.30	\$15.73	\$17.30
Dietary Cook	\$14.00	\$15.40	\$16.94	\$18.63
Janitor	\$13.50	\$14.80	\$16.23	\$17.80
Housekeeping	\$13.00	\$14.30	\$15.73	\$17.30
Laundry	\$13.00	\$14.30	\$15.73	\$17.30

- Effective 07/01/2023 all wages in the above chart shall be increased by 3%.
- Effective 07/01/2024 all wages in the abovr chart shall be increased by 4%.

Effective July 1, 2023 employees shall receive a 3% (three percent) increase across the table.  
Effective July 1, 2024 employees shall receive a 4% (four percent) increase across the table.

There shall be a \$. 10 (ten cents) an hour increase in salary to any employee who holds a current CPR certification, effective July 1, 2019. CPR classes are to be given twice a year by Randolph County Nursing Home on the employee's time.

All bargaining unit employees who are required to perform training shall receive an additional \$.50 per hour while performing such training.

Any LPN performing the Charge Nurse duties shall receive an additional \$2.00 per hour.

All employees on the employer's payroll at the Randolph County Nursing Home on the date of signing shall receive a \$1,500 signing bonus upon ratification of this agreement by both parties.

## **APPENDIX B** **WORK RULES**

### **CATEGORY 'A' RULES**

One (1) violation of any of the following work rules will result in termination.

1. There shall be no verbal or physical abuse, neglect, or mistreatment of any resident as defined by federal law.
2. There shall be no possession of alcohol or drugs. Employees shall not report to work while under the influence of alcohol or drugs.
3. Employees shall not willfully destroy or have unauthorized possession of any RCCC property or resident's property.
4. No employee shall sleep while on duty.
5. No employee shall falsify the job application.
6. Employee shall not accept money from resident or family for personal gain.

### **CATEGORY 'B' RULES**

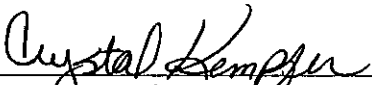
Repeated violations of any of the following work rules can result in disciplinary or discharge action.

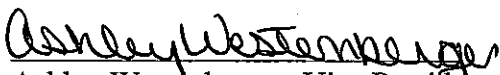
1. You must clock in. Failure to clock in and out of the facility shall be considered a violation of Care Center policy. Employees shall not clock in or clock out for another employee. If you clock out after eight (8) minutes past your shift end, your time must be approved by a Supervisor.
2. No employee may work with a communicable disease. When an employee is off two (2) consecutive days, it is necessary to bring a doctor's note in order to return to work.
3. Anything placed on the bulletin board by the time clock must be dated and signed by a department head.
4. Employees who are not on duty (or about to go on duty) and all non-employees are regarded as visitors while on the premises.
5. Any accident or incident shall be reported to a supervisor by an employee. An incident report shall be made out within 24 hours. Employees shall observe and comply with all applicable safety rules.
6. Any employee may discuss matters affecting his/her employment with the supervisor. Questions may be referred to the administrator when satisfaction is not obtained at the department level.

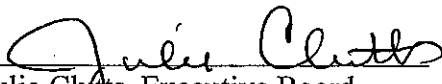
**SIGNATURE PAGE**

IN WITNESS THEREOF, the parties hereto have set their hands this 30th day of June 2022.

**FOR AFSCME LOCAL 2402**

  
Crystal Kempfer, President

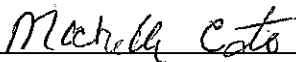
  
Ashley Westenberger, Vice President

  
Julie Clatts, Executive Board

**FOR AFSCME COUNCIL 31**

  
Randy Lynch, Staff Representative

**FOR THE EMPLOYER**

  
Michelle Cato, Administrator

  
~~David Holder~~, County Board Commissioner  
MARC KIEHN

**SIDE LETTER**  
**Between**  
**Randolph County Care Center**  
**And**  
**AFSCME Local 2402-1**

With consideration of the current fiscal constraints of Randolph County, the following Agreement is being entered into by the parties for the sole purpose of scheduling for all Departments within the Randolph County Care Center (hereinafter referred to as the Employer):

1. Full time employees, who are covered by the County's Health Insurance, shall work an established forty (40) hour work week with full consideration of every other week-end off. The Dietary Department will continue their specific schedule of a 7.5 hour work day.
2. The Care Center Administrator has solicited from each part-time employee, in every department, their commitment of hours to be scheduled. With consideration of a waiver for health insurance being filed with the Employer, the employee may sign for a forty (40) hour work week. Upon affixing their signature, and in the presence of a documented witness, the employee will then be scheduled forty (40) hours, when practicable, to cover open shifts. The tenets of Article 14 shall not apply to the employee as they will be earning benefit time commensurate with a full-time employee.
3. Part-time employees who are working thirty-two (32) hours or less shall be scheduled by the 15th of each month to cover open shifts.

Once committed to the schedule, the employee shall utilize earned benefit time to cover any absence.

Upon exceeding the fifty percent (50%) refusal mark, the Employer shall notify the employee of no longer meeting the requirements for part-time status. The parties agree to formulate a general relief pool for the purpose of covering open shifts. The employee shall contact the Scheduler for any open shifts and advise they are available to be scheduled.

4. All employees having schedules adjusted to accommodate their own academic school schedules must present a copy of their class schedule at least one (1) month prior to the start of the first class date.
5. The tenets of Section 6.4 shall be enforced to the extent of any nursing staff shall be scheduled, if needed, at least four (4) hours for the purpose of making up the number of weekend day(s) called off by the employee on their scheduled weekend to work.
6. Seniority for the purpose of this Side Letter shall be:

- a. Full time employees receiving health insurance
- b. Part time employees, who have submitted verification of health insurance and have voluntarily submitted a waiver of County provided health insurance, committing to forty (40) hours per week
- c. Part time employees working thirty-two (32) hours or less

In full consideration of the above, benefit time requested prior to the posting of the schedule shall be approved in the above listed order. Benefit time requested shall be considered for approval should adequate staffing be present in accordance with Section 9.4.

7. The Chief Administrative Officer shall initial each Department's schedule in the lower right-hand corner. Said signature shall stand to ensure the tenets of this Side Letter are equitably adhered to and consistently applied.

8. This Side Letter shall be in force with the July, 2018 schedule.

Either party may give notice of meeting to address any matter contained herein. Such meeting shall be held in good faith and with appropriate notice.

FOR THE RANDOLPH COUNTY  
CARE CENTER

FOR AFSCME COUNCIL 31  
LOCAL 2402

  
Michelle Cato, Administrator

\_\_\_\_\_  
Patricia Rensing, Staff Representative

Renewed: July 1, 2019  
Executed: May 29, 2018

**ABSENTEEISM POLICY**  
**Randolph County Care Center & AFSCME Local 2402**

The parties recognize the importance of regular work attendance. It is the expectation of the Randolph County Care Center for each and every employee to be at work on their scheduled day and shift, and to arrive at the facility on time.

1. Employees must notify the employer at least twenty-four (24) hours in advance of a personal convenience (PC) day. Employees calling in sick must call in at least one (1) hour prior to the start of their shift or they will be considered unexcused. A reason for calling in must be given at the time of the call.
2. Employees who use sick leave shall have an adequate number of sick leave hours to cover their sick leave request. Vacation, PC Day and/or compensatory time shall not be requested, nor shall it be approved to cover a sick leave request when employees do not have sick leave hours to cover the absence. The Family Medical Leave Act (FMLA) will be the only exception for the use of alternate time to cover a sick leave absence.
3. The first (1st) absence as a result of having inadequate sick leave hours shall set the start of the review period. This absence shall begin the disciplinary track for absenteeism and shall result in a verbal reprimand being issued in writing.

At this time, a copy of this Agreement shall be given to the employee. The window for the review period shall be a rolling period of time.

4. Two (2) absences as a result from having inadequate sick leave hours shall be grounds for progressive disciplinary action; for this infraction, the employee shall receive a written reprimand. On the third (3rd) absence as a result from having inadequate sick leave hours the employee shall serve a five (5) day paper suspension with pay. Four (4) absences as a result of having inadequate sick leave to cover the employee's work shift shall result in the issuance of a Last Chance Agreement and a five (5) day paper suspension with pay.

In order to accommodate staffing complements, paper suspensions shall be days worked by the employee. The suspension is recorded for the purpose of disciplinary tracking; however, the employee shall report to duty as scheduled and shall be compensated for such time worked.

5. A Last Chance Agreement will serve as the employee's notice of one (1) additional absence from having inadequate sick leave hours resulting in termination.
6. Any record of any particular disciplinary action or measure shall be voided after one (1) year passes from the date of the last absence resulting in adequate sick leave hours resulting in discipline.

7. Upon violation of a Last Chance Agreement, the parties agree to offer the employee a voluntary resignation; should the employee decline voluntary resignation, termination of employment will commence.

For RANDOLPH COUNTY CARE CENTER

FOR AFSCME COUNCIL 31  
Local 2402 – RCCC

Michelle Cato  
Michelle Cato, Administrator

\_\_\_\_\_  
Patricia Rensing, Staff Representative

Renewed: July 1, 2019  
Executed: August 15, 2018

**Tardiness Policy**  
**Randolph County Care Center & AFSCME Local 2402**

Employees are expected to report to work on time each day. Upon clocking in two (2) minutes late from the start of shift for duty, and the tardiness being substantiated, the following will be imposed effective September 1, 2018:

For the first offense of tardiness, the employee shall receive a counseling.

For the second offense of tardiness, the employee shall receive an oral reprimand.

For the third offense of tardiness, the employee shall receive a written reprimand.

For the fourth offense of tardiness, the employee shall receive a three (3) day paper suspension.

For the fifth offense of tardiness, the employee shall receive a four (4) day paper suspension.

For the sixth offense of tardiness, the employee shall receive a five (5) day paper suspension.

For the seventh offense of tardiness, the employee shall be discharged.

In order to accommodate staffing complements, paper suspensions shall be days worked by the employee. The suspension is recorded for the purpose of disciplinary tracking; however, the employee shall report to duty as scheduled and shall be compensated for such time worked

Employees who have not been tardy for one (1) year from the last occurrence shall begin the tardiness procedure at the beginning.

Management shall be consistent within all departments with the enforcement of this Policy

FOR RANDOLPH COUNTY CARE CENTER

FOR AFSCME COUNCIL 31  
LOCAL 2402

Michelle Cato  
Michelle Cato, Administrator

Patricia Rensing, Staff Representative

Renewed: July 1, 2019

Executed: August 15, 2018



**SIDE LETTER**  
**Between**  
**Randolph County Care Center**  
**And**  
**AFSCME Local 2402**

Beginning March 1, 2018, the following shifts are hereby agreed and established:

Within the nursing department, the Licensed Practical Nurses and Certified Nurses Assistants shall work the following shifts:

6:00 a.m. – 2:00 p.m.  
2:00 p.m. – 10:00 p.m.  
10:00 p.m. – 6:00 a.m.

Within the dietary department the cooks and aides shall work the following shifts:

5:30 a.m. – 1:00 p.m.  
12 noon – 7:00 p.m.

It is understood the current schedule of 4/2 is to remain in place and is not subject to the terms of this Side Letter.

Nothing herein precludes the parties from meeting at any time for the purpose of addressing any and all issues arising from the shifts. For such meeting to occur, either party must serve notice to the other party of the desire to meet and disclose the purpose for such meeting.

For the Randolph County Care Center:

For AFSCME COUNCIL 31  
Local 2402:

Michelle Cato  
Michelle Cato, Administrator

\_\_\_\_\_  
Patricia Rensing, Staff Representative

Renewed: July 1, 2019  
Executed: February 14, 2018

## REFUSAL OF MANDATION FORM

In order to ensure clarity in the process of issuing and a subsequent refusal of mandation, the following shall be a created form:

DATE: (Insert date order for mandation was issued)

I, (fill in the employee's name), have refused mandation.

Employee Signature: \_\_\_\_\_

Supervisor Signature: \_\_\_\_\_

Upon completion of the form, a copy shall be issued to the employee; the original shall be maintained by the Care Center.

For Randolph County Care Center:

For AFSCME Council 31  
Local 2402

\_\_\_\_\_  
Michelle Cato, Administrator

\_\_\_\_\_  
Patricia Rensing, Staff Representative

July 1, 2019

**SIDE LETTER**  
**AFSCME Local 2402 & Randolph County Care Center**

In addressing the salary bands for Julie Clutts, Laundry Supervisor, and Cindy Westerman, Housekeeping Supervisor, the parties agree:

- On 7-1-2019 both employees shall receive \$15.75 per hour (inclusive of \$1.00 per hour for working supervisor)
- On 7-1-2020 both employees shall receive the 1% (one percent) cost of living adjustment
- On 7-1-2021 both employees shall receive the 1.25% (one and one-quarter percent) cost of living adjustment.

The above meets the intent of the parties to ensure fair and equitable compensation for the above referenced working supervisors.

FOR THE RANDOLPH COUNTY  
CARE CENTER

Michelle Cato  
Michelle Cato, Administrator

FOR AFSCME COUNCIL 31  
Local 2402

Patricia Rensing, Staff Representative

Dated: July 1, 2019


**Memorandum of Understanding  
Between Randolph County Care Center  
AFSCME Council 31 & AFSCME Local 2402**

**June 14, 2022**

During negotiations for the 2022 successor agreement, it was agreed between both parties to include language pertaining to a twelve (12) hour work schedule.

Both parties agreed to meet and negotiate the language which would then become a permeant section of the collective bargaining. This MOU shall be attached to the new collective bargaining agreement and the new language shall become a permeant part of Article 6: Hours of Work.

  
Michelle Cato  
RCCC Administrator

  
Randy Lynch  
AFSCME Council 31

**Memorandum of Understanding**  
**L2402 Randolph County Care Center**  
**LPN/CNA PRN Positions**

Both parties agree that due to staffing issues the following agreement will allow the Employer to hire LPN and CNA PRN employees in accordance with the following language. This MOU (Memorandum of Understanding) applies only to the employees in the LPN/CNA positions. All contractual rights shall remain in full effect. Either party maintains the right to cancel this agreement with 30 days notice.

**ARTICLE 2: Recognition**

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all of its employees of the Randolph County Nursing Home excluding the Administrator, Director of Nurses, Registered Nurses, and Office-Clerical employees and Department Heads and Supervisors.

All PRN employees shall be covered under the collective bargaining agreement excluding any areas agreed upon by both parties.

**Proposed PRN Employees Requirements:**

- Upon agreement, the Employer shall make a one-time offer to all employees including part-time employees the right to bid on any current shift and day off schedule in accordance with the agreement prior to scheduling PRNs under this Agreement.
- No employee/PRN shall receive any extra benefit, wage or incentive not agreed to in this agreement.
- In the event it becomes necessary to lay off employees for any reason, employees shall be laid off in the inverse order of their seniority in accordance with the current contract. The Employer shall terminate all PRN positions prior to the layoff and for the duration of the layoff of any employee covered by this Agreement.
- Part-time employees' seniority shall be established by adjusting their seniority date giving them credit for their accumulated part-time work prior to the awarding of any bids. Part-time employees shall have priority over new employees, including PRN's.
- Prior to laying off any full-time employees all temporary, part time, probationary and PRN employees shall be laid off first in the affected shift and classification.

**Scheduling and use of PRN Staff**


"PRN" staff means part-time on-call employees not on a regular work schedule. Employees may not be part of the PRN staff and hold any other employment position with the Nursing Home at the same time.

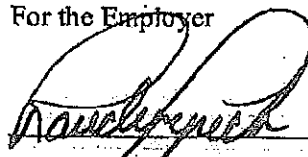
It is the parties' intent that PRNs will not be used as a method of replacing full time bargaining unit employees. PRN staff shall only be used in the event of shift openings caused by leaves under this

Agreement or in the event the Employer is unable to hire enough employees to cover the positions of LPN and CNA.

PRN's shall fill the vacancies on the shift they are assigned to with no right to a preference of work assignment or work area.

- 1) Setting the bi-weekly schedule:
  - A) Full-time employee's hours per pay period scheduled first.
  - B) Part-time employees up to their normal scheduled and requested hours scheduled next.
  - C) Voluntary overtime list utilized to fill in remaining available hours
  - D) Schedule posted with any unfilled hours shown.
- 2) Once schedule is posted, and in order to cover scheduled available hours:
  - A) Call PRN staff, and then mandate.
- 3) To fill unscheduled gaps in schedule with more than 24 hours' notice:
  - A) Utilize the voluntary overtime list first;
  - B) Ask for volunteers on shift or adjoining shift second;
  - C) Call PRN staff, and then mandate.
- 4) To fill an unscheduled gap in schedule with less than 24 hours' notice:
  - A) Ask for volunteers on shift and adjoining shifts first;
  - B) Call PRN staff, mandate.

 5-24-24  
For the Employer Date

 5/19/2024  
For the Union Date