

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 73**

AND

**COUNTY OF MCHENRY – VALLEY HI NURSING &
REHABILITATION CENTER**

EFFECTIVE

DECEMBER 1, 2015 – NOVEMBER 30, 2019

**COUNTY OF MCHENRY
LOCAL 73, VALLEY HI NURSING & REHABILITATION CENTER**

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AGREEMENT

This agreement is entered into by the County of McHenry, by its duly constituted County Board and Valley Hi, a nursing home of the County of McHenry, hereinafter referred to as the “Employer,” and the Service Employees International Union Local 73, hereinafter to be referred to as the “Union.”

PREAMBLE

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Union representing the employees in the bargaining units, and to make clear the basic terms upon which such relationship depends. It is the intent of both the Employer and the Union to work together to provide and maintain satisfactory terms and conditions of employment, and to prevent as well as to adjust misunderstandings and grievances relating to employees wages, hours and working conditions.

In consideration of mutual promises, covenants and agreements contained herein, the parties hereto, by their duly authorized representative and/or agents, do mutually covenant and agree as follows:

ARTICLE I
RECOGNITION

SECTION 1.1: UNIT DESCRIPTION

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, working conditions, and other conditions of employment on which it may lawfully bargain collectively for employees within the following collective bargaining unit, as certified by the Illinois State Labor Relations Board:

****INCLUDED:** All full-time and part-time employees of the County of McHenry, Valley Hi Nursing Home and Rehabilitation in the following classifications: Activity Assistant; Administrative Specialist I; Admissions Coordinator; Certified Nursing Assistant I; Certified Nursing Assistant II; Cook; Custodian; Food Service Assistant; Assistant Cook/Food Service Worker; Front Desk Associate; Housekeeper; Laundry Worker; Medical Records Coordinator; Non-Certified Nursing Assistant; Office Assistant I; Psych-Social Aide, Supply Clerk.

****EXCLUDED:** All supervisors, managers and confidential employees as defined by the Illinois Public Labor Relations Act.

SECTION 1.2: NEW CLASSIFICATIONS

The Employer shall notify the Union within fifteen (15) working days of its decision to implement any and all new classifications pertaining to work of a nature performed by employees within the bargaining unit. The Employer and the Union agree

to jointly petition the State Labor Board to seek the necessary unit clarification unless the parties can mutually agree on the addition of the classification to the bargaining unit.

In the event there is a need for the establishment of new classifications including rates of pay, there will be a meeting for the purpose of establishing such classifications and rates by mutual agreement. Where agreement is not reached by the time work must be started, the Employer may start work at the rate it believes proper. If the rate mutually agreed on differs from that established by the Employer, such rate shall be retroactive to the start of work in the new classification. If the parties fail to agree on such rate within thirty (30) days of the start of work in the classification, the Union may appeal directly to arbitration within the next thirty (30) consecutive calendar days.

ARTICLE II
UNION RIGHTS

SECTION 2.1: UNION ACTIVITY DURING WORKING HOURS

Union activities within Employer facilities shall be restricted to administering this Agreement. A Union Steward or designee shall ask for and obtain permission before leaving his/her job in order to conduct Union business. The Steward or designee will ask for and obtain permission from the Department Head of any employee with whom he/she wishes to carry on Union business.

Reasonable time while on duty shall be permitted to a Union Steward or designee for the purposes of aiding or assisting or otherwise representing employees in processing of grievances or exercising other rights set forth in this Agreement, and such reasonable time shall be without loss of pay.

SECTION 2.2: UNION BULLETIN BOARD

The Employer shall provide a Union bulletin board. The board shall be for the sole and exclusive use of the Union. The Union shall be responsible to ensure that only appropriate material is posted on the bulletin board.

SECTION 2.3: NOTIFICATION OF REPRESENTATIVES

The Union shall notify the Employer of the election/appointment of officers and stewards.

SECTION 2.4: UNION NEGOTIATING TEAM

Up to three (3) members designated as being on the Bargaining Unit's negotiating team who are scheduled to work on a day on which negotiations will occur, shall for the purpose of attending scheduled negotiations, be excused from their regular duties with pay for a maximum of two (2) hours. These employees may be required to return to their duties during negotiations if workload or emergency circumstances exist. Attendance at negotiations will not result in overtime and employees who are not scheduled to work will not be compensated. If a designated bargaining unit member on the negotiating team is in regular day-off status on the day of negotiations, he/she will not be compensated for attending the session.

SECTION 2.5: TIME OFF FOR UNION ACTIVITIES

Subject to the operational requirements of the Valley Hi Nursing and Rehabilitation Center, no more than two (2) union members shall be allowed time off without pay for legitimate union business, such as union meetings or union training programs provided such representative gives reasonable prior notice to the Valley Hi Administrator. Such request(s) shall not be unreasonably denied. The employee may utilize accrued Vacation, Personal, or Compensatory Time in lieu of the employee taking time off without pay.

SECTION 2.6: NEW MEMBER ORIENTATION

The Employer shall allow up to fifteen (15) minutes for the Union Rep to orient new employees into the Union. This shall occur within fifteen (15) days of the Employee's hire date. This orientation will be scheduled with the Facility Administrator. The Employer must notify the Union of new Employees within 15 days of hiring.

SECTION 2.7: ACCESS TO EMPLOYEE EMAIL

Within ninety (90) days following ratification, the Employer will provide the Union with a list of all email addresses for Bargaining Unit Members that have access to County email. The Union agrees that it will not send more than one mass email per month to the Bargaining Unit. Mass emails will be provided to the Human Resourced Department prior to distribution.

ARTICLE III

UNION DUES/FAIR SHARE CHECKOFF

SECTION 3.1: DUES CHECKOFF

The Employer agrees to deduct from the pay of those employees who are Union members union membership dues, assessments, or fees. Requests for any of the above shall be made on a form provided by the Union.

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with the law and shall be remitted to the Union on a monthly basis at the address designated in writing by the Union. The Employer will provide a list of employees' names and amount deducted each time the Employer remits payment to the Union. The Union shall advise the Employer of any increases in dues or other approved deductions in writing at least thirty (30) business days prior to its effective date.

The Union shall advise the Employer of the current amount of Union deductions.

Upon request of the Union, the Employer will provide a list of employees of the Valley Hi Nursing and Rehabilitation Center including names, whether they are dues or fair share paying, address, and phone number.

SECTION 3.2: FAIR SHARE

During the term of this Agreement, employees who do not choose to become dues paying members of the Union shall pay a fair share fee to the Union for collective bargaining and contract administration services rendered by the Union as the exclusive

representative of the employees covered by said Agreement, provided the fair share fee shall not exceed the dues attributable to being a member of the Union.

The Union shall periodically submit to the Employer a list of the members covered by this Agreement who are not members of the Union and shall periodically advise the Employer of the amount of the fair share fee. Such fair share fees shall be deducted by the Employer from the earnings of non-members and remitted to the Union.

The Union agrees with the requirements in Chicago Teachers Union v. Hudson, 475 U.S. 292 (1986), with respect to the constitutional rights of fair share fee payors.

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

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings, as defined under the Illinois Public Labor Relations Act (IPLRA), shall submit in writing to the SEIU Local 73 Secretary Treasurer of their objections and shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the affected non-member and the Union are unable to reach an agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois State Labor Relations Board and the payment shall be made to said organization.

SECTION 3.3: INDEMNIFICATION

The Union shall indemnify and hold harmless the Employer, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article, or in reliance on any written checkoff authorization furnished under any of the provisions of this Article.

SECTION 3.4: C.O.P.E.

The Employer agrees to deduct from the pay of those employees who individually request voluntary contributions to the SEIU 73 C.O.P.E. Fund. The Union shall notify the Employer in writing of the amount that is to be deducted from the employees' paychecks. Such deductions shall be remitted to the Union on a semi-monthly basis.

ARTICLE IV

MANAGEMENT RIGHTS

It is understood and agreed that the management of Valley Hi Nursing and Rehabilitation Center possesses the sole right and authority to operate and direct the employees of the Valley Hi Nursing and Rehabilitation Center in all aspects, including, but not limited to, all rights and authority exercised by Valley Hi Nursing and Rehabilitation prior to the execution of this Agreement, except as modified in this Agreement. These rights include, but are not limited to:

1. The right to determine its mission, policies, and set forth all standards of service offered to the public;
2. To plan, direct, schedule, control and determine the operations or services to be conducted by the employees of the Valley Hi Nursing and Rehabilitation Center;
3. To determine the methods, means, and number of personnel needed to carry out the department's mission;
4. To supervise and direct the working forces;
5. To hire and assign or to transfer employees within Valley Hi Rehabilitation and Nursing Center;
6. To promote, suspend, discipline or discharge for just cause;
7. To lay off employees pursuant to the provisions of this Agreement;
8. To make, alter, publish and enforce rules and regulations, orders, policies and procedures;
9. To introduce new or improved methods, equipment or facilities;
10. To contract for goods and services;
11. To take any and all actions that may be necessary to carry out the mission of Valley Hi Nursing and Rehabilitation;
12. To determine its overall budget.

ARTICLE V

NON-DISCRIMINATION

SECTION 5.1: EQUAL EMPLOYMENT OPPORTUNITY

The Employer will continue to provide equal employment opportunity for all employees, and develop and apply equal employment practices.

SECTION 5.2: PROHIBITION AGAINST DISCRIMINATION

Both the Employer and the Union agree not to illegally discriminate against any employee on the basis of race, sex, creed, religion, color, age, national origin, or disability.

SECTION 5.3: UNION MEMBERSHIP OR ACTIVITY

Neither the Employer nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.

ARTICLE VI

VACANCIES

SECTION 6.1: POSITION VACANCY

A bargaining unit position vacancy is created when the employer determines to increase the work force to fill an existing bargaining unit position or a newly created position. This occurs when any of the following personnel transactions take place in the bargaining unit, and the employer determines to replace the previous incumbent: terminations, promotions, demotions, retirement, death, or resignation.

SECTION 6.2: POSTING

Whenever a bargaining unit position vacancy occurs in an existing job classification or as a result of the development of, or establishment of, a new job classification, a notice of such vacancy is to be posted on the Valley Hi Bulletin Board, the McHenry County website and in the Human Resources Office for at least seven (7) business days. During this period, employees who wish to apply for the vacancy, including employees on layoff, may do so.

SECTION 6.3: SELECTION

The Employer agrees that the applicants for the Vacancy will all be given an opportunity to interview for the job. Any bargaining unit employee may apply for a vacancy. The Employer may also fill the vacancy from outside the Bargaining Unit, as the Employer deems appropriate, if the outside applicant possesses greater skill and

ability, as reasonably determined by the Employer, than a present employee applying for the vacancy.

Selections shall be based upon qualifications, including such items as experience, skill, interpersonal skills, and also performance record and seniority if the applicant is an internal candidate.

ARTICLE VII

SENIORITY

SECTION 7.1: SENIORITY DEFINED

As used herein, the Valley Hi seniority, and classification seniority terms shall be referred to and be defined as the Employee's continuous length of service or employment within their classification, department and the Valley Hi Nursing and Rehabilitation Center.

SECTION 7.2: BREAKS IN CONTINUOUS SERVICE

An Employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, retirement, failure to return from a leave of absence, and being absent for three (3) consecutive scheduled work days without proper notification and authorization. However, if an employee returns to work in any capacity for the Employer within three (3) months, the break in continuous service shall be removed from his/her record.

SECTION 7.3: SENIORITY LIST

Once each year, the Employer shall post a seniority list for each Department within Valley Hi showing the seniority and classification of each employee. A copy of the seniority list shall be furnished to the Union when it is posted. The seniority list shall be accepted and become final thirty (30) days after it is posted, unless protested by the Union or an employee. The Employer shall furnish a copy of the updated seniority list at least once a month, at the request of the Union Representative or its designees.

SECTION 7.4: PROBATIONARY EMPLOYEES

An employee is probationary for the first six (6) calendar months of employment. The probationary period may be extended up to a six (6) month period by mutual agreement of the parties. Employees who are promoted within the bargaining unit shall not be required to serve an additional probationary period.

A probationary employee shall have no seniority, except as otherwise provided for in this Agreement, until he/she has completed their required probationary period. Upon such completion, he/she shall acquire seniority retroactively from the date of employment. During this period of probation, no grievance may be filed by or on behalf of such employee regarding discharge or discipline and he/she shall have no rights under this Agreement.

ARTICLE VIII

LAYOFF AND RECALL

SECTION 8.1: DEFINITION AND NOTICE

A layoff is defined as a reduction in bargaining unit jobs. The Employer shall give the Union at least thirty (30) days notice of any layoffs except in emergency situations wherein such period of notice may be reduced.

SECTION 8.2: GENERAL PROCEDURES

In the event of a layoff, employees shall be laid off in inverse order of seniority as defined in Article VII. However, prior to laying off any bargaining unit employees, all seasonal, temporary, probationary, or other non-bargaining unit employees who perform work customarily performed by bargaining unit employees within the affected classification(s) shall be laid off or terminated, as the case may be.

SECTION 8.3: RECALL OF LAID-OFF EMPLOYEES

The names of laid-off employees shall be placed on a layoff list for twenty-four (24) months. Employees shall be recalled in order of seniority.

ARTICLE IX

DISCIPLINARY POLICY AND PROCEDURES

SECTION 9.1: GENERALLY

The Valley Hi Nursing and Rehabilitation Center expects its employees to acquaint themselves with the performance criteria for their particular job and with all applicable rules, procedures and standards of conduct. The Valley Hi Nursing Home and Rehabilitation Center expects its employees to perform their job duties in a satisfactory manner, maintain a high level of professionalism, and conduct themselves in an honest and efficient manner at all times.

SECTION 9.2: EMPLOYEE DISCIPLINE

The parties agree with the tenets of progressive and corrective discipline and that it shall be imposed only for just cause. The Employer may impose the appropriate level of discipline based on the facts and circumstances of the matter at issue. Discipline shall include but not be exclusive of the following progressive steps of priority:

1. Oral warning with documentation of such filed in the employee's personnel file.
2. Written reprimand with copy of such maintained in the employee's personnel file.
3. Suspension without pay with documentation of such maintained in the employee's personnel file, with copy sent to Union office.
4. Discharge with documentation of such maintained in the employee's personnel file, with copy sent to Union office.

Pursuant to actual imposition of written reprimands, suspension without pay, or discharges, the employee shall be afforded an opportunity to discuss his/her views concerning the conduct causing such disciplinary action. Such discussion should take place as soon as practicable after the Supervisor's action and not be unduly or unreasonably delayed, and the employee shall be informed clearly and concisely of the basis for such action. Furthermore, upon request of the employee, a representative of the Union (Steward) shall be allowed to be present and participate in such discussions.

Any disciplinary action or measure imposed upon a non-probationary employee may be processed as a grievance through the regular grievance procedure. Probationary employees are "at-will" employees, subject to discipline or discharge without recourse to the grievance procedure.

SECTION 9.3: RIGHT TO REPRESENTATION

Prior to any pre-disciplinary discussions with the employee, the employee shall be informed of his/her rights to Union representation due to the fact that disciplinary action may be taken.

ARTICLE X

GRIEVANCE PROCEDURE

SECTION 10.1: GRIEVANCE DEFINED

A grievance is defined as a dispute between the parties to this Agreement concerning the interpretation or application of this Agreement or its express provisions.

SECTION 10.2: PROCESSING OF GRIEVANCE

Grievances shall be processed only by the Union on behalf of an employee or on behalf of a group of employees or itself setting forth name(s) or group(s) of the employee(s). The Grievant or one Grievant representing a group of Grievants may be present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group.

SECTION 10.3: GRIEVANCE STEPS

STEP ONE: DEPARTMENT MANAGER

The Union may submit a written grievance to the Department Manager within ten (10) business days of the event giving rise to the grievance or within ten (10) business days of the Union obtaining reasonable knowledge of the events giving rise to the grievance. The Department Manager or designee shall schedule a conference within ten (10) business days of receipt of the grievance to attempt to adjust the matter. The Department Manager or designee shall submit a written response within ten (10) business days of the conference. If the conference is not scheduled, the Department

Manager or designee shall respond to the grievance in writing within ten (10) business days of receipt of the appeal.

STEP TWO: VALLEY HI ADMINISTRATOR

If the grievance remains unsettled at Step One, the Union may advance the written grievance to the Valley Hi Administrator within ten (10) business days of the response in Step One or when such response was due. The Valley Hi Administrator and/or his/her designee shall schedule a conference within ten (10) business days of receipt of the grievance to attempt to adjust the matter. The Valley Hi Administrator or designee shall submit a written response within ten (10) days of the conference. If the conference is not scheduled, the Valley Hi shall respond to the grievance in writing within ten (10) business days of receipt of the appeal.

STEP THREE: DIRECTOR OF HUMAN RESOURCES

If the grievance remains unsettled at Step Two, the Union may advance the written grievance to the Director of Human Resources within ten (10) business days of the response in Step Two or when such response was due. The Director of Human Resources or designee shall schedule a conference within ten (10) business days of receipt of the grievance to attempt to adjust the matter. The Director of Human Resources or designee shall submit a written response within ten (10) business days of the conference. If the conference is not scheduled, the Director of Human Resources or designee shall respond to the grievance in writing within ten (10) business days of receipt of the appeal.

STEP FOUR: ARBITRATION

If the grievance remains unsettled after the response in Step Three, the Union may refer the grievance to arbitration within fifteen (15) business days of the Step Three response. The Union shall request either the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a panel of seven (7) Arbitrators. The winner of a coin toss shall determine who strikes first. The parties shall alternately strike the names of Arbitrators. The person whose name remains shall be the Arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of Arbitrators.

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the Arbitrator. Both parties shall have the right to request the Arbitrator to require the presence of witnesses and/or documents. Each party shall bear the costs of its own witnesses.

Questions of arbitrability shall be decided by the Arbitrator. The Arbitrator shall make a preliminary determination on the question of arbitrability. If it is determined that the matter is arbitrable, the Arbitrator shall then proceed to determine the merits of the dispute.

In the conduct of any arbitration under this Article, the rules and procedure governing the conduct of arbitration proceedings of the American Arbitration Association shall control, except where specifically limited by this Article. The Arbitrator shall neither amend, modify, nullify, ignore, add, nor subtract from the provisions of this Agreement.

The expenses and fees of the Arbitrator and the cost of the hearing room shall be shared equally by the parties. Nothing in this Article shall preclude the parties from

agreeing to the appointment of a permanent Arbitrator(s) during the term of this Agreement or to use the expedited arbitration procedures of the American Arbitration Association.

If either party desires a verbatim record of the proceedings, it may cause such to be made, provided it pays for its own copy of the record and makes a copy available without charge to the Arbitrator. The parties will equally share the cost of the Arbitrator's copy of the transcript. If the other party desires a copy, it shall equally pay for the expense of such.

The Arbitrator shall render his/her decision in writing to the parties within thirty (30) calendar days following the close of the arbitration hearing or the submission date of briefs, whichever is later. The Arbitrator shall support his/her findings with a written opinion. The decision and opinion shall be based solely on and directed to the issue presented. The award shall clearly direct the parties as to what action(s) must be taken in order to comply with the award.

The decision and award of the arbitration shall be final and binding to the Union, employee(s) and Employer. Such decision shall be within the scope and terms of this Agreement but shall not change any of its terms or conditions.

SECTION 10.4: GRIEVANCE FORMS

The written grievance required under this Article shall be on a form which shall be provided by the Union. It shall contain a statement of the Grievant's complaint, the section(s) of this Agreement that have been allegedly violated, the date of the alleged violation(s) and the relief being sought. The form shall be signed and dated by the Grievant and/or his/her representative.

SECTION 10.5: SETTLEMENTS AND TIME LIMITS

Any grievance not appealed to the next succeeding step in writing and within the appropriate number of business days of the Employer's last answer will be considered settled on the basis of the Employer's last answer and shall not be eligible for further appeal, except that the parties may, in any individual case (except discharge cases), extend this limit by agreement of the parties. Should the Employer not respond to a grievance at any time within the time frames specified or within any extension agreed to, the grievance shall be decided in favor of the relief sought by the Union.

SECTION 10.6: UNION STEWARDS

One (1) duly authorized bargaining unit representative shall be designated by the Union as the Steward. One (1) duly authorized bargaining unit representative shall be designated by the Union as the Alternate Steward. The Union will provide written notice to the Employer to identify the Stewards.

ARTICLE XI
HOLIDAYS AND PERSONAL DAYS

SECTION 11.1: HOLIDAYS

Employees shall receive holidays each year as established by Resolution of the McHenry County Board.

Employees shall be compensated for holidays according to hours of work that are normally scheduled for that workday. The holiday must fall on a day normally scheduled as a workday for employees to be eligible for compensation.

Employees regularly scheduled to work on a holiday will receive either:

- Equivalent time off within the same or the immediate following pay period at a time convenient to the employee and consistent with the department needs.
- Employees who are scheduled to work on a recognized holiday will receive holiday pay plus wages at their straight-time rate for the hours worked on the holiday.

To be eligible for holiday pay, an employee must work or take an approved vacation or personal day:

- The last scheduled work day before the holiday; and
- The first scheduled workday after the holiday.

Full-Time/Part-Time Employees assigned to work in the office Monday – Friday and not deemed necessary for operations during a County observed Holiday will be granted the day off without loss of pay.

SECTION 11.2: HOLIDAY OBSERVANCE

Holidays for all members of the bargaining unit will be observed on the actual calendar date of the holiday. Management and the union agree that any deviation from this language will be by agreement through the labor management process.

SECTION 11.3: PERSONAL DAYS

Employees shall receive personal days each year as established by the McHenry County Board, generally two (2) days per year, with pay, to be used in each calendar year. Part-time employees shall earn personal days on a pro-rata basis. If the McHenry County Board grants an additional personal day in any given year, members of the bargaining unit, who have been employed for at least one year, shall be granted the additional personal day. Newly hired employees shall receive one (1) personal day after completion of 6 months of continue service and will receive one (1) personal day upon the completion of 12 months of continuous service. After an employee's first anniversary date, personal days are awarded at the beginning of every calendar year (January 1st). Except for emergency situations that preclude the making of prior arrangements, employees shall submit a request to the Department Head or designee for approval at least one (1) working day in advance as to not adversely impact the operational needs of the Valley Hi Nursing and Rehabilitation Center.

Unused personal leave is not cumulative and cannot be carried-over from one calendar year to the next. Personal days not used in the calendar year are forfeited.

Pay for personal leave not used is not permissible. There shall be no payment for unused personal days upon termination of employment.

ARTICLE XII

VACATIONS

SECTION 12.1: VACATION ACCRUAL

All vacation eligibility is computed on continuous County employment. Employees shall be entitled to paid vacation days in accordance with the following schedule:

| <u>Years of Service</u> | <u>Vacation Days Earned per Year</u> |
|----------------------------------|--------------------------------------|
| Completion of ETP through year 5 | 10 days per year |
| Beginning year 6 through year 10 | 15 days per year |
| Beginning year 11 and greater | 20 days per year |

Regular part-time employees (those scheduled to work at least 600 hours per year) accrue vacation time on a pro rata basis.

Employees will begin earning the new accrual rate on the first pay period following the completion of five (5) and ten (10) years.

Upon the successful completion of their employee training period (ETP), employees will accrue vacation from date of hire.

For the purpose of this section, “pay period” is defined as the bi-weekly period for which pay is issued in which the employee has been employed with the County for at least seven and one half (7.5) days.

Employees accrue paid vacation time on a pay period by pay period basis (twenty-six (26) pay period cycle basis), and may use only time already accrued.

Accrual Limits: Employees are allowed to accrue, and, therefore, carry over, up to 150% of their respective annual accrual, and at no time shall their vacation balance exceed the 150% maximum limit. The maximum accrual limits are as follows:

| Years of Service | Annual | 150% Maximum Limit |
|----------------------------------|---------------|---------------------------|
| Completion of ETP through year 5 | 10 days | 15 days |
| Beginning year 6 through year 10 | 15 days | 22.5 days |
| Beginning year 11 and greater | 20 days | 30 days |

At the discretion of the Valley Hi Nursing Home Administrator, employees may use vacation time in the calendar year in which it will be earned but prior to the actual accrual only if the employee agrees in writing that if they leave the employ of the County for any reason, they will repay any used vacation time that has not been earned, or allow for the deduction from their final paycheck of any unearned vacation that was used.

SECTION 12.2: VACATION USAGE

1. A vacation day shall not be charged should a designated holiday fall during an employee’s scheduled vacation period.
2. All employees may submit, in writing for approval, (by a date specified by the Valley Hi Nursing Home Administrator) a schedule of desired vacation dates. Conflicts in scheduling will be resolved in favor of the employee with the most seniority. No employee shall be entitled to priority in selecting his/her vacation for more than two weeks.
3. Normally, Valley Hi prepares a bi-weekly work schedule. Employees who submit their written vacation day(s) request a minimum of five (5) days prior to

the beginning date of the next schedule being posted will receive preference (first come, first served), based upon Valley Hi's operational needs.

4. Unless otherwise agreed, an employee must request, in writing, vacation leave for one (1) day or less at least five (5) working days in advance.

SECTION 12.3: ACCUMULATED VACATION AT SEPARATION

1. Upon separation, an employee shall be paid for all unused, accrued vacation time based on the employee's current rate of pay. The vacation payout will be done in a manner that will not cause an accelerated payment or penalty under the IMRF laws. Payment may be delayed up to at least thirty-one (31) days after the last regular paycheck.
2. In the event of the employee's death, compensation for all unused accrued vacation allowances shall be paid to the employee's designated life insurance beneficiary or, if none, the employee's estate.

ARTICLE XIII

SICK LEAVE

The Sick Leave Program enables regular full-time and regular part-time employees to accrue benefit time to be used when the employee is incapacitated due to non-work related illness, injury or disability or to care for an ill/disabled immediate family member (see Section 14.4 FMLA Leave for definition of “immediate family member”) and/or in conjunction with an approved family medical leave. Sick leave may be used for time missed due to medical appointments if the employee receives prior approval from their supervisor and the appointment is scheduled so that it is not unduly disruptive of the employee’s work schedule or the department’s operation. If an employee has accrued sick leave benefits, the employee will be paid for approved absences that occur during the employee’s normally scheduled work hours. Sick pay for hours not worked is excluded when computing overtime for that week.

SECTION 13.1: SICK LEAVE ACCRUAL

Regular full-time employees accrue sick leave according to the schedule below. Regular part-time employees (those scheduled to work at least 600 hours per year) accrue sick leave on a pro rata basis.

During the employee training period, a probationary employee does not earn sick time but will receive three (3) days sick time credit at the successful completion of the employee training period (Section 7.4).

Employees shall accrue sick leave as follows: Employees earn sick leave on a pay period by pay period (twenty-six pay period (26) cycle basis) and may use only time

already earned. Employees will begin earning the new accrual rate on the first full pay period following the completion of ten (10) and fifteen (15) years.

| <u>Years of Service</u> | <u>Sick Days Earned per Year</u> |
|-----------------------------------|----------------------------------|
| Date of hire through year 10 | 12 days per year |
| Beginning year 11 through year 15 | 15 days per year |
| Beginning year 16 and greater | 20 days per year |

For the purpose of this section, pay period is defined as the bi-weekly period for which pay is issued in which the employee has been employed with the County for at least seven and one half (7.5) days.

An employee shall be allowed to accrue up to 240 sick days. Employees cannot begin a fiscal year with more than 240 days. Employees who have accrued more than 240 sick days as of December 1 of each year must determine if they wish to be credited for additional vacation days or to be paid for this unused sick leave. In either case, earned sick days in excess of the 240 maximum allowable may be converted at two (2) sick days in exchange for one (1) regular day. However, no more than five (5) days (10 sick days ÷ 2 = 5 days) can be converted to pay.

SECTION 13.2: NOTICE (CALL-IN)

An employee is required to notify the Department Manager or designee, in the case of absence from work due to illness/injury or in the employee's immediate family (FMLA definition), as far as possible in advance of the starting time for their scheduled work day but no later than two hours (2 hour) prior to the start of their shift.

If an employee misses more than one (1) day of work, the employee is still required to call the Department Manager or designee each day of their absence.

An employee may be required to provide a physician's statement when returning to work after the employee has been absent, due to illness/injury of himself/herself or immediate family member, for a period of three (3) or more consecutive days.

SECTION 13.3: ABUSE OF SICK LEAVE

The Valley Hi Nursing and Rehabilitation Center and the Union mutually discourage the abuse of sick leave. An employee may be disciplined if the employee's attendance record reflects an abuse of sick leave. Evidence of such abuse may include, but is not limited to, a pattern of missed Mondays and/or Fridays (i.e. first or last day of the work week) or of attempts to use the sick leave the day after and/or the day before a regularly scheduled day off (i.e. a paid holiday, vacation day, compensatory day, personal day, or a combination thereof) or any other pattern of excess use of sick leave.

SECTION 13.4: PENSION BENEFIT AT RETIREMENT

At retirement, an employee's sick leave days may be credited as days worked for purposes of pension benefits, pursuant to rules of the Illinois Municipal Retirement Fund.

ARTICLE XIV

LEAVES OF ABSENCE

SECTION 14.1: FUNERAL LEAVE

When death occurs in the immediate family of any bargaining unit employee, said employee shall be granted up to three (3) consecutive work days off without loss of pay.

An employee may request additional time needed and such time will be deducted from accumulated vacation, personal, or compensatory time at the employee's discretion. Such request for additional time needed will not be unreasonably denied.

For the purposes of this article, "immediate family" shall include the employee's current spouse, child (natural, step and adopted), parent or step-parent, sibling or step-sibling, mother-in-law, father-in-law, grandparent, grandparent-in-law, grandchildren, brother-in-law, sister-in-law, son-in-law, and daughter-in-law.

Employees will be allowed two (2) hours, without loss of pay, bereavement leave to attend the funeral of a co-worker; four (4) hours if the employee is a pall bearer.

An employee must notify the Valley Hi Administrator or designee of the need for bereavement leave within 24 hours of the start of the absence or as soon as practicable and provide documentation to support the request either prior to or upon return from bereavement leave.

SECTION 14.2: JURY DUTY

Employees are expected to honor all subpoenas for jury duty.

Employees are to notify the Valley Hi Administrator immediately upon receipt of a jury notice so that arrangements can be made to cover their assignments.

Regular full-time and regular part-time employees required to report for jury duty or jury service will receive full pay for time not worked while serving on jury duty for the term of the jury service, provided they turn their jury pay over to the McHenry County Treasurer. Any money received specifically for travel, meals, and/or lodging expenses may be retained by the employee.

SECTION 14.3: UNPAID LEAVE OF ABSENCE

Regular full-time employees who have completed their Employee Training Period may request an Unpaid Personal Leave of Absence for compelling or urgent reasons (not for outside employment) for a period not to exceed twelve (12) weeks. The leave is granted at the discretion of the Valley Hi Administrator, and shall not be unreasonably denied.

Requests for an unpaid leave of absence must be submitted in writing to the Valley Hi Administrator as far in advance as practical. The request shall state the reasons for the leave of absence and the requested length of time. Employees may request that the exact nature of the request be kept confidential.

The Valley Hi Administrator and Director of Human Resources shall review the request and recommend either approval or disapproval of the request, based on the needs of the department, the availability of temporary substitute employees, and the reason for the request.

While on an unpaid leave of absence, vacation and sick leave accrual cease. The employee is ineligible for holiday pay during the leave of absence.

Employees may continue to participate in the County's Group Health Insurance Program during an unpaid leave of absence with payment of the full monthly premiums (employer and employee share). Arrangements are to be made with the Human Resources Department. Failure to make such arrangements, or regularly scheduled premium payments at the beginning of each month, will result in cancellation of benefits. If a benefit is canceled, the rules and regulations of the carrier shall apply when the employee returns and seeks such coverage.

If an unpaid leave of absence is granted, regardless of its duration, there is no guarantee that the employee's job will remain unfilled or that the position will not be eliminated or changed by reorganization. If the employee's job is still vacant upon the conclusion of the leave of absence, the employee shall resume the position with the same status. Employees must understand that there is no guarantee of reinstatement to any position at Valley Hi upon completion of the leave.

Failure of the employee to report for duty at the expiration of the leave shall result in termination.

SECTION 14.4: FMLA

FMLA leave will be granted in accordance with McHenry County Personnel Policy and in compliance with Federal and State law.

SECTION 14.5: MILITARY LEAVE

Military leave will be granted in accordance with McHenry County Personnel Policy and in compliance with Federal and State law.

SECTION 14.6: VESSA LEAVE

VESSA leave will be granted in accordance with McHenry County Personnel Policy and in compliance with Federal and State law.

ARTICLE XV

HEALTH INSURANCE AND OTHER BENEFITS

SECTION 15.1: HEALTH, DENTAL AND VISION BENEFITS

The Employer will provide full-time employees with coverage under the Blue Cross/Blue Shield Plan as amended from time to time; provided, however, the Employer reserves the right to change carriers, benefit levels or to self-insure as it deems appropriate, as long as the new basic coverage and basic benefits are substantially the same to those in effect when this agreement is implemented. Any employee wishing to waive the health benefits may do so by signing and filing the appropriate form in the Human Resources Department.

The Employer and the active employees shall share the cost of health, dental, and vision coverage as follows:

1. Effective January 1, 2016, the HMO and PPO cost-sharing percentage will be:

| HMO | Employer | Employee |
|---------|----------|----------|
| EE Only | 88% | 12% |
| EE + 1 | 83% | 17% |
| Family | 83% | 17% |

| PPO | Employer | Employee |
|---------|----------|----------|
| EE Only | 85% | 15% |
| EE + 1 | 80% | 20% |
| Family | 80% | 20% |

2. Effective January 1, 2017, the HMO and PPO cost-sharing percentages will be:

| HMO | Employer | Employee |
|---------|----------|----------|
| EE Only | 85% | 15% |
| EE + 1 | 80% | 20% |
| Family | 80% | 20% |

| PPO | Employer | Employee |
|---------|----------|----------|
| EE Only | 85% | 15% |
| EE + 1 | 80% | 20% |
| Family | 80% | 20% |

If the employer is required to pay an excise tax or penalty under the Affordable Care Act (ACA) or any similar state or federal legislation or regulation for any coverage option, then the employee's monthly insurance contributions will be increased on a dollar-for-dollar basis to offset the amount of the tax/penalty paid by the Employer.

Notwithstanding the above, it is understood and agreed that the Employer may make necessary changes so such coverage will (1) comply with the Affordable Care Act and any other federal or state health care laws; (2) not result in the imposition, directly or indirectly, of an excise tax for high-cost coverage ("Cadillac Tax") under the ACA or any similar state or federal legislation or regulation; or (3) ensure the Employer is not subject to any penalties or fees because employees are eligible to obtain insurance through a health insurance exchange in accordance with the ACA or any federal or state health care law(s). If such changes are deemed reasonably necessary by the Employer, the Employer will provide the Union with written notice and an opportunity to discuss the changes provided such discussions shall not operate to delay the Employer's implementation of such changes.

Nothing herein shall be construed as limiting the Employer's right to offer alternative medical plans to bargaining unit employees and their eligible dependents on a voluntary basis. The Employer reserves the right to determine and modify the terms and conditions of such alternative plans, including but not limited to benefit levels and premium contributions.

SECTION 15.2: ELIGIBILITY

A non-exempt, full-time employee is eligible to enroll on the first day of the month following sixty (60) days of consecutive, active full-time employment. Enrollment must occur within 10 days of the eligibility date or coverage may be denied. Employees who do not initially enroll in the group health and/or dental program upon starting with the county may do so only during the annual enrollment period or in the event of a Qualifying Life Event (i.e. marriage, divorce, birth of a child). Proper documentation must be provided to the County's Human Resources Department in order for enrollment changes to be effective due to a Qualifying Life Event.

SECTION 15.3: RETIREE MEDICAL BENEFITS

For the term of this bargaining agreement, the Employer will provide coverage to IMRF Tier 1 retirees who retire at age 55 or older after eight (8) years of service. For the term of this bargaining agreement, the Employer will provide coverage to IMRF Tier 2 retirees who retire at age 62 or older after ten (10) years of service. The Employer shall pay 20% of single coverage and 35% of employee plus one (1) and family coverage until the retiree and/or their dependent obtains Medicare eligibility. The rates of all retirees shall be adjusted up or down by the same percentage as the Employer's premium for their class of coverage on the renewal date of each year.

Employees shall provide written notice of their intent to retire at least six (6) months prior to the designated date of retirement.

SECTION 15.4: DEATH BENEFIT

The Employer will provide a Death Benefit in the amount of \$10,000.00 at no cost to the employee. Employees are eligible to enroll on the first day of the month following sixty (60) days of consecutive, active full-time employment. Payment of the death benefit will be made pursuant to the terms of the insurance policy.

SECTION 15.5: PENSIONS

The Employer shall continue to contribute on behalf of the Employees to the Illinois Municipal Retirement Fund in the amount the Employer is required to under State Statutes.

SECTION 15.6: IRC SECTION 125 PLAN

The County will maintain an IRC Section 125 Plan whereby employees will be able to pay for their share of health care premiums with pre-tax earnings. This plan will remain in effect so long as it continues to be permitted by the Internal Revenue.

SECTION 15.7: WELLNESS BENEFIT

During the term of this Agreement, the Employer may institute a wellness plan. It is understood that while the Employer reserves the right to determine the terms and conditions of such plan, including reward benefits, if any, the employee's participation in such plan shall be voluntary.

ARTICLE XVI

SECONDARY EMPLOYMENT

SECTION 16.1. NOTIFICATION OF SECONDARY EMPLOYMENT

All Employees before holding secondary employment shall notify the Valley Hi Administrator, or his designee, of the place of employment, address, phone number, supervisor's name and hours of employment so that the Employee may be reached in an emergency. Employee shall notify the Employer when terminating their secondary employment for which the original notice was given.

SECTION 16.2. SECONDARY EMPLOYMENT PROHIBITIONS

The parties recognize that it is in the best interest of the citizens of McHenry County to have an alert and non-distracted work force. More specifically, the jobs for which Employees of the Valley Hi Nursing and Rehabilitation Center shall be prohibited from working shall include the following:

- (a) Where the hours worked cause the Employee such fatigue that he/she is unable to properly perform his/her job duties; no employee will be permitted to work more than twenty-four (24) hours per week without prior approval of Valley Hi;
- (b) Where a genuine and legitimate conflict of interest with his or her job duties for the Employer is created, which affects the operations of Valley Hi;
- (c) Where the type of secondary employment is prohibited by law.

ARTICLE XVII

WORKDAY/WORKWEEK

SECTION 17.1: EMPLOYMENT STATUS CATEGORIES

- A. **Regular Full Time Employees.** Regular full time employees are those employees that are regularly scheduled to work a full-time schedule, a minimum thirty (30) hours per week, and maintain continuous employment status.
- B. **Regular Part Time Employees.** Regular part-time employees that are regularly scheduled to work less than thirty (30) hours per week but at least six hundred (600) hours per year and maintain continuous employment status.
- C. **Part time employees working less than 600 hours per year and maintain continuous employment status.**
- D. **CNA Registry.** Employees that have no expectation of having regularly scheduled hours. Dependent upon length of scheduled daily assignment, with respect to lunch/breaks, Section 17.3 shall be applicable.

SECTION 17.2: WORKDAY AND WORKWEEK

The Valley Hi Nursing and Rehabilitation Facility is a seven (7) days a week, twenty-four (24) hour per day operational facility. The workweek is a seven (7) day period from Sunday (12:00 a.m.) through Saturday (11:59 p.m.) and the workday is a twenty-four (24) hour period from 12:00 a.m. through 11:59 p.m.

With respect to CNA's, there are three overlapping shifts at Valley Hi - 6:30 a.m. through 2:45 p.m., 2:30 p.m. through 10:45 p.m., and 10:30 p.m. through 6:45 a.m.

With respect to all other employee classifications, beginning times of the workday schedule will vary dependent upon job classifications, employment status (full time, part time, etc.), and operational needs of the Valley Hi Nursing and Rehabilitation Facility.

An employee's scheduled workweek/workday is a minimum requirement and employees may be required to work additional hours in excess of their scheduled workweek/workday as necessary to complete assignments and care for residents or for any other emergency reasons that may be directed by the Supervisor.

SECTION 17.3: OVERTIME

1) Employees will be paid at their regular hourly rate for hours worked up to forty (40) hours in a seven (7) day workweek.

2) Employees will be paid at the rate of one and one half (1½) times their regular hourly rate for work in excess of forty (40) hours in a seven (7) day workweek.

3) For the purpose of calculating overtime, vacation hours and holidays shall be counted as times worked.

4) For the purpose of calculating overtime the work week begins on Sunday at 12:00 a.m. and ends seven (7) days later on Saturday at 11:59 p.m.

5) Employees are not to work overtime without advance authorization and/or direct order from their supervisor. Failure to obtain advance authorization, except if necessitated by patient care, prior to working any overtime, including working through an unpaid lunch, may result in disciplinary action.

6) The employer agrees to distribute overtime as equally as possible among those employees within each job classification. In the event that additional hours in excess of scheduled hours are operationally required, overtime should be offered first to

the individual who is directly performing that job. In the event they cannot accept the work, the employee with the lowest seniority will be required to stay. The Employer may designate certain employees in each classification based upon skill level, to perform overtime duties without equalization consideration. Nothing contained in this subsection #6 will take precedence/supersede any other articles or sections of this agreement.

SECTION 17.4: LUNCH/REST PERIODS

Employees who work a scheduled shift of seven (7) hours or more, will be provided with a one-half (1/2) hour unpaid lunch break. The time of the lunch break will be scheduled by the supervisor. However, the scheduled lunch period, with the approval of the supervisor, may change depending upon the nature of the work being performed at the time.

Employees who work a scheduled shift of seven (7) hours or more will be provided with two (2) fifteen (15) minute paid breaks, one in the first half of their shift and one in the second half of their shift. Breaks will be scheduled by the supervisor.

Employees who work a scheduled shift of four (4) hours to four and one half (4.5) hours will be provided with one (1) fifteen (15) minute paid break, which will be scheduled as close to the midpoint of the shift as is practicable.

Employees who work a scheduled shift of five (5) hours to six and one half (6.5) hours will be provided with one (1) twenty (20) minute paid break, which will be scheduled as close to the midpoint of the shift as is practicable.

If an employee is denied a break, or ordered to finish an assignment with a resident, the employee shall be compensated fifteen (15) minutes as compensatory

time. The Supervisor shall provide the employee with a written acknowledgement of the work through break.

If an employee is required to work through their lunch break by their supervisor, the employee shall be compensated one-half (1/2) hour as pay or if mutually agreeable as compensatory time. The Supervisor shall provide the employee with a written acknowledgement of the work through their lunch.

SECTION 17.5: COMPENSATORY TIME

1. In order to receive compensatory time off, a bargaining unit employee and the Supervisor must mutually agree that the employee will receive compensatory time off in lieu of compensation, but at the same equivalent rate, prior to the performance of any overtime work.
2. For each hour worked beyond forty (40) in a workweek, an employee earns one and one half (1.5) hours of compensatory time off for each hour worked.
3. Employees shall submit a written request for compensatory time usage to their Supervisor for approval at least one (1) day in advance unless otherwise authorized by their Supervisor.
4. Compensatory time shall be taken in a minimum of one (1) hour increments unless otherwise authorized by their Supervisor.
5. Vacation, sick, and personal time requests will take precedence over compensatory time use requests in granting approval of compensatory time use.
6. Employees can accrue up to forty (40) hours at any given time; however, compensatory time cannot be carried over from one fiscal year to the next. Any compensatory time not used by November 15th will be converted to pay. Any

compensatory time off which an employee has at the time of separation from Valley Hi shall be paid at the employee's hourly rate of pay as of the employee's last day of employment.

SECTION 17.6: MINIMUM STAFFING LEVELS/SHIFT COVERAGE: CNA'S

Valley Hi will maintain staffing levels within the nursing department to meet resident and facility needs as determined by the facility Administrator and/or their designee. Valley Hi CNA staff will be expected to assist in maintaining the facility designated minimum staffing levels.

In the event that facility staffing falls below the designated minimums, scheduled staff from the previous or upcoming shift will be contacted to seek volunteers for part or whole coverage of the shift. If facility staffing is still below the minimums, staff on duty is expected to assist to maintain those minimums until additional coverage becomes available. The order in which staff will be expected to determine which employee will stay until coverage becomes available are as follows:

1. Volunteers will be asked to stay until coverage can become available.
2. For the purpose of designating individuals to fill the designated minimum staffing levels if no-one volunteers to stay; a monthly schedule will be prepared where by full time employees must select 4 shifts per month, three day per week employees must select 3 shifts per month, and two day per week and every other weekend employees must select 2 shifts per month outside their regularly schedule shifts that they are available to work in the event the facility falls below the designated minimum staffing levels.

3. Employees scheduled as available in reference to #2 above will call-in to the Director of Nursing, Assistant Director of Nursing, or charge nurse, depending on shift assignment, one and a half hours (90 minutes) prior to the scheduled shift to determine if they will be needed to report to work.
4. Failure to follow the above procedures, including failure to report to work if required, failure to sign up for the designated number of shift, or failure to call-in 90 minutes prior to the shift will result in disciplinary action up to and including termination.
5. Employees under this Agreement will be granted two (2) free weekends (where the employee does not have to report to work and employees must use vacation time) to be used during the calendar year, at the employee's discretion.

In the event that an employee who has signed up for a shift on the calendar has contacted the facility and they have been advised they were not needed but a call-off has occurred resulting in the need for additional staff, they may be contacted by the facility but are not obligated to report for duty. In the event that the employees on the calendar have been contacted and are not able to come in, coverage will revert to step #1 and the employees with the lowest seniority will be required to stay if no volunteers are willing.

SECTION 17.7: ON-CALL WEEKENDS (ADMISSIONS COORD)

The Admissions Coordinator will typically work a normally scheduled Monday through Friday workweek and also be available for admissions or tours during the evening if available. The Admissions Coordinator will also be required to work one (1)

on-call weekend per month consisting of a sequential Saturday and Sunday, unless otherwise approved in advance by the Clinical Nurse Liaison or Administrator. They are expected to come into the facility as necessary for admissions or scheduled tours when on-call. All scheduled tours or admissions on the weekends will be the responsibility of the Admissions Coordinator when on-call.

The employee designated as on-call shall be paid two (2) hours of straight-time pay for each weekend day served as on-call person. This on-call stipend of two (2) hours will not count as hours worked for overtime computation.

While an employee is on-call, they will be required to carry the Valley-Hi issued on-call cell phone for use in making all calls related to their on-call duties, unless otherwise approved by the Clinical Nurse Liaison or Administrator.

The employee is expected to check their voicemails for referral/admissions at least four (4) times a day at reasonable intervals.

Phone calls made or received while on-call will be recorded/compensated in 15 minute intervals as hours worked in accordance with the FLSA.

Phone Call 1-15 Minutes = Quarter Hour (.25)

Phone Call 16 - 30 Minutes = Half Hour (.50)

Phone Call 31 - 45 Minutes = Three Quarter Hour (.75)

Phone Call 46 – 60 Minutes = One Hour (1)

The Admissions Coordinator will adjust their regular work schedule in the same pay period to avoid over-time related to phone calls made and/or time spent within the facility. All over-time incurred must be approved by the Clinical Nurse Liaison or the Administrator and should be avoided unless necessary.

ARTICLE XVIII

UNIFORMS

SECTION 18.1: UNIFORMS

The Valley Hi Administration will form a Labor-Management committee consisting of designated managers and supervisors and four (4) bargaining unit employees who are comprised of two (2) CNA's, one (1) dietary employee, and one (1) employee from the housekeeping/laundry/ custodian division chosen by the Union membership no later than December 1, 2013.

The Labor-Management committee will seek consensus and agreement in a collaborative manner to develop a uniform program.

ARTICLE XIX
SUBCONTRACTING

SECTION 19.1: GENERAL POLICY

It is the general policy of Valley Hi to continue to utilize the employees to perform work they are qualified to perform. However, the Employer reserves the right to contract out any work he/she deems necessary in the interest of the economy, improved work product, or emergency. The Employer agrees that it will not engage in the subcontracting of bargaining unit work for reasons which are not related to the interest and economy of the Valley Hi Nursing and Rehabilitation Center.

In the event that the employer determines a need to subcontract which will cause the lay-off or reduction in force of any bargaining unit employee, the employer shall provide notice to the union no later than ninety (90) days prior to such subcontracting out.

ARTICLE XX

SAFETY

SECTION 20.1: COMPLIANCE WITH LAWS

In order to maintain safe working conditions, the Employer shall comply with all laws applicable to its operations concerning the safety of employees covered by this Agreement.

SECTION 20.2: UNSAFE CONDITIONS

Employees who reasonably and justifiably believe that their safety and health are in danger due to an alleged unsafe working condition, equipment or vehicle, shall immediately inform Valley Hi who shall have the responsibility to determine what action, if any, should be taken, including whether or not the job assignment should be discontinued.

SECTION 20.3: MEDICAL TREATMENT AND INOCULATIONS

Any employee who is exposed or comes into contact with any blood born pathogen, disease, or airborne virus and/or any other medical exposure which can cause harm to the bargaining unit member or anyone else they come into contact with (family members, partners, etc.), shall be able to obtain medical treatment at the employers cost.

The employer agrees to pay all expenses for inoculation or immunization shots for the employee and for members of the employees family when medically required as a result of said employee's exposure to contagious diseases where said bargaining unit members have been exposed to said disease in the course of employment.

SECTION 20.4: TRAINING

The Employer and the Union recognize the need for training and development of employees in order that services are efficiently and effectively provided. The Employer and the Union recognize the desirability of providing opportunities for reasons of career advancement. In recognition of such principle, the Employer shall endeavor to provide employees with reasonable orientation with respect to current procedures, methods, techniques, materials, and equipment normally used in such employees work assignments and periodic changes therein.

ARTICLE XXI

LABOR-MANAGEMENT MEETINGS

SECTION 21.1: LABOR-MANAGEMENT CONFERENCES

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, meetings shall be held between Union and Employer representatives when appropriate. Such meetings shall be scheduled within one week of either party submitting an agenda to the other, or at a time mutually agreed upon by the parties, and shall be limited to:

1. Discussion of the implementation and general administration of this Agreement;
2. A sharing of general information of interest to the parties;
3. The identification of possible health and safety concerns.

A Union representative and/or Union Stewards may attend these meetings. The Employer may assign appropriate management personnel to attend.

SECTION 21.2: PURPOSE

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Such meeting shall be chaired by the Employer representative and there shall be no loss of wages for attendance by Union Stewards and/or affected bargaining unit employees. Grievances and arbitrations shall not be discussed at such meetings.

ARTICLE XXII

PERSONNEL RECORDS

SECTION 22.1: PERSONNEL RECORDS

The Employer shall follow the terms of the Illinois Personnel Record Review Act, 820 ILCS 40/0.01 et seq.

SECTION 22.2: REMOVAL OF DISCIPLINE

Any oral or written discipline, not including suspension, placed in an employee's file will be removed from the file after one (1) year, if there has been no recurrence of the same type of conduct giving rise to the discipline except for violations directly affecting resident/patient care.

SECTION 22.3: REJOINDER

An employee may file a written rejoinder in their personnel file concerning any material in their personnel file.

ARTICLE XXIII

NO STRIKE/NO LOCKOUT

SECTION 23.1: NO STRIKE

Neither the Union nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit-down, concerted refusal to perform overtime or mass absenteeism, during the life of this Agreement.

SECTION 23.2: NO LOCKOUT

The Employer will not lock out any employee during the term of this Agreement as a result of an actual or anticipated labor dispute with the Union.

SECTION 23.3: JUDICIAL RESTRAINT

Nothing contained herein shall preclude the Employer or the Union from seeking judicial restraint and damages in the event the other party violates this Agreement.

ARTICLE XXIV
WAGES/COMPENSATION

SECTION 24.1: WAGES/COMPENSATION

1. Effective December 1, 2015, hourly wage rates covered by this agreement will be increased by 2.25% with retro pay.
2. Effective December 1, 2016, hourly wage rates covered by this agreement shall be increased by 2.25%.
3. Effective December 1, 2017, hourly wage rates covered by this agreement shall be increased by 2.25%.
4. Effective December 1, 2018, hourly wage rates covered by this agreement shall be increased by 2%.

SECTION 24.2: STARTING RATES: POSITION TITLE AND FISCAL YEAR

The Valley Hi Administrator reserves the right to set the facility starting rates to remain competitive in the hiring process and to be able to attract new employees. Valley Hi will routinely conduct wage surveys to determine the Valley Hi start rates in relation to the area and will make adjustments as warranted. Valley Hi will share that wage survey information and meet with the Union prior to making any final decision to adjust the starting wage rate. Valley Hi will not adjust the starting wage rate more than twice during the term of this Agreement and no less than one (1) year apart. Should the adjusted starting wage rates fall at the same level or higher than those of the employees in the Bargaining Unit as described in Article 1.1 (Recognition), Valley Hi will submit a proposal to the Union within seven (7) days of the starting wage adjustment for consideration of an adjustment to the affected job class to ensure that those employees wage rates remain above the starting rates.

SECTION 24.3: EQUITY ADJUSTMENT

1. Effective July 1, 2013, employees in all job classifications (except for Asst Cook/Food Service Worker and Registry) hired prior to December 1, 2012, will receive an equity adjustment as follows:

| | |
|---|--------|
| Up to Completion of Fourth (4 th) Year: | \$0.15 |
| Beginning Fifth (5 th) Year: | \$0.20 |

2. Those employees who have completed twelve (12) years will receive an equity adjustment as follows:

| | |
|------------------|--------|
| December 1, 2012 | \$0.15 |
| July 1, 2013 | \$0.15 |

SECTION 24.4: SHIFT DIFFERENTIAL: CNA AND CNA II (NOT REGISTRY)

1. Effective December 1, 2012:

| | |
|-------------------|------------------------------|
| PM Shift | \$1.00 per hour differential |
| Night Shift | \$1.00 per hour differential |
| Weekend Day Shift | \$0.50 per hour differential |

2. Effective December 1, 2013:

- A. All shift differentials to be paid only for hours actually worked, including holidays, not paid for any benefit time usage.
- B. PM Shift Differential reduced from \$1.00 per hour to \$0.50 per hour. All current regularly scheduled PM Shift CNA's will receive \$0.50 to be added to their current base rate of pay.
- C. Night Shift Differential reduced from \$1.00 per hour to \$0.75 per hour. All current regularly scheduled Night Shift CNA's will receive \$0.25 to be added to their current base rate of pay.

SECTION 24.5: WEEKEND SHIFT DIFFERENTIAL

1. Effective December 1, 2012:

Employees in all classifications (except CNA, CNA II, Registry) scheduled to work weekends or required to be on site for hours actually worked will receive a fifty (\$0.50) cents weekend shift differential.

2. Effective December 1, 2013

The weekend shift differential to be paid only for hours actually worked, including holidays, not paid for any benefit time usage.

SECTION 24.6: CNA TEAM LEADER (Primary and Secondary)

Effective December 1, 2015:

The CNA Team Leader role is to provide assistance to the unit and supervising nurses in coordinating the CNA daily routine and communication between the CNA's and the Nurses.

The primary CNA Team Leader will receive seventy-five (\$0.75) cents per hour stipend which will be added to the CNA's current hourly rate.

The secondary CNA Team Leader will receive fifty (\$0.50) cents per hour stipend which will be added to the CNA's current hourly rate.

The stipend will be removed from the CNA's hourly rate, when no longer functioning or acting in the role of the Primary or the Secondary Team Leader.

SECTION 24.7: WORKING OUTSIDE OF CLASSIFICATION

Employees who are assigned to work out of their regular classification for a period of one (1) or more days will be compensated for the work done in the specific job classification at the higher rate of pay.

ARTICLE XXV

SAVINGS CLAUSE

If any provision of this Agreement or the application of any such provision should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the subject matter of such invalid provision shall be open to immediate re-negotiation.

ARTICLE XXVI

COMPLETE AGREEMENT

This contract represents complete collective bargaining and full agreement by the parties in respect to rates of pay, wages, hours, or employment or other conditions of employment which shall prevail during the term hereof and any matters or subjects not herein covered have been satisfactorily adjusted, compromised, or waived by the parties for the life of this Agreement, unless those matters or subjects were not within the reasonable contemplation of the parties at the time of negotiation.

ARTICLE XXVII

DURATION AND SIGNATURE

SECTION 27.1: TERM OF AGREEMENT

This Agreement shall be effective from December 1, 2015 and shall remain in full force and effect until November 30, 2019. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party to the other not more than one-hundred and eighty (180) days nor less than one-hundred twenty (120) days prior to expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

SECTION 27.2: CONTINUING EFFECT

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

SECTION 27.3: PROCEDURE ON NOTICE OF TERMINATION

This agreement will automatically be renewed for one (1) year after the initial term, unless either party give to the other party written notice of intention to modify the Agreement one hundred and eighty (180) days prior to expiration of the agreement. After such notice is given, the parties shall meet at a mutually agreeable date after the date of the receipt of such notice. All notices provided for in this Agreement shall be served upon the other party by registered mail, return receipt requested. Should automatic renewal of the Agreement occur, the wage rate will be increased by the lowest of the wage rates given during the term of the contract.

IN WITNESS THEREOF, the parties hereto have affixed their signatures this

_____ day of _____, 2016.

COUNTY OF MCHENRY

SERVICE EMPLOYEES
INTERNATIONAL UNION LOCAL 73

Tina Hill,
Chairwoman, McHenry County Board

President

Robert M. Ivetic
Director, Human Resources

Negotiating Team

John Kelly, JD
Attorney at Law

Negotiating Team

Negotiating Team

APPENDIX A
STARTING RATES

| Job Classification | 12/1/2015 |
|---|------------------|
| Activity Assistant Food Service Assistant Front Desk Associate Housekeeper Laundry Worker | \$10.15 per hour |
| Custodian Office Assistant | \$11.05 per hour |
| | |
| CNA | \$11.40 per hour |
| CNA II | \$12.00 per hour |
| | |
| Asst Cook/Food Service Worker | \$11.90 per hour |
| Cook | \$12.65 per hour |
| | |
| Admin Specialist | \$12.70 per hour |
| Psych-Social Aide | \$14.05 per hour |
| Admissions Coordinator | \$15.10 per hour |
| Medical Records Coordinator | \$17.20 per hour |
| Registry CNA | \$13.75 per hour |

APPENDIX B

DRUG TESTING

STATEMENT OF POLICY

It is the policy of the Employer that the public has the right to expect persons employed by the Employer to be free from the effects of drugs and alcohol. As the Employer, it has the right to expect its employees to report for work fit and able for duty. The purpose of this policy shall be achieved in such a manner as not to violate any established rights of the employees.

PROHIBITIONS

Employees shall be prohibited from:

- (a) Consuming or possessing alcohol (unless in accordance with duty requirements) or illegal drugs at any time during the work day or anywhere on any County premises or job sites, including all Employer buildings, properties, vehicles and while engaged in Employer's business;
- (b) Illegally selling, purchasing or delivering any illegal drug during the work day or on the Employer's premises;
- (c) Failing to report to their supervisor any known adverse side effects of medication or prescription drugs, which they are taking.

DRUG AND ALCOHOL TESTING PERMITTED

Where the Employer has reasonable suspicion to believe that an employee is then under the influence of alcohol or illegal drugs during the course of the workday, the Employer shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. The Employer or his designated representative must certify their reasonable suspicions concerning the affected employee prior to any order to submit to the testing authorized herein. There shall be no random or unit-wide testing of employees, except random

testing of an individual employee as authorized in Section below. The foregoing shall not limit the right of the Employer to conduct such tests as it may deem appropriate for persons seeking employment as employees prior to their date of hire.

ORDER TO SUBMIT TO TESTING

Within eight (8) hours after the time an employee is ordered to submit to testing authorized by this Agreement, the Employer shall provide the employee with a written notice of the order, setting forth all of the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. Refusal to submit to such testing may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or right that he may have. The employee must take the test within sixty (60) minutes for alcohol and four (4) hours for drugs of being ordered to do so or it shall be deemed a refusal.

TEST TO BE CONDUCTED

In conducting the testing authorized by this Agreement, the Employer shall:

- (a) Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);
- (b) Establish a chain of custody procedure for both sample collection and testing that will insure the integrity of the identity of each sample and test result;
- (c) Collect a sufficient sample of the same body fluid or materials from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee;
- (d) Collect samples in such a manner as to insure high degree of security for the sample and its freedom from adulteration;

- (e) Confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
- (f) Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense provided the employee notifies the Employer within seventy-two (72) hours of receiving the results of the tests;
- (g) Require that the laboratory or hospital facility report to the Employer that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Employer inconsistent with the understandings expressed herein, the Employer will not use such information in any manner or form adverse to the employee's interests;
- (h) Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that show an alcohol concentration of .04 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive. If a test is greater than 0.0 but less than .04, the employee shall be presumed to be not under the influence of alcohol. If the test is .10 or greater, the employee shall be conclusively presumed to be under the influence of alcohol. If the test is less than .04, the Employer shall not be precluded from demonstrating the employee was under the influence, however, no presumption will be

attached to said results and the Employer shall bear the burden of proof in such cases;

- (i) Provide each employee tested with a copy of all information and reports received by the Employer in connection with the testing and the results;
- (j) Insure that no employee is the subject of any adverse employment action except temporary reassignment or relief from duty during the pendency of any testing procedure.

RIGHT TO CONTEST

The Chapter and/or the employee, with or without the Chapter, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. It is agreed that the parties in no way intend to restrict, diminish, or otherwise impair any legal rights that employees may have with regard to such testing. Employees retain any such rights as may exist and may pursue the same at their own discretion, with or without the assistance of the Union.

VOLUNTARY REQUESTS FOR ASSISTANCE

The Employer shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, prior to an order to test, other than the Employer may require reassignment or temporary suspension of the employee if he is then unfit for duty in his current assignment. All such requests shall be confidential and any information received by the Employer, through whatever means, shall not be used in any manner adverse to the employee's interest, except reassignment as described above.

DISCIPLINE

In the first instance that an employee tests positive on both the initial and confirmatory test for drugs or is found to be under the influence of alcohol, and all employees who voluntarily seek assistance with drug and/or alcohol related problems, shall not be subject to any disciplinary or other adverse employment action by the Employer. The foregoing is conditioned upon:

- (a) The employee agreeing to appropriate treatment as determined by the physician(s) involved;
- (b) The employee discontinues his use of illegal drugs or abuse of alcohol;
- (c) The employee completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months;
- (d) The employee agrees to submit to random testing during hours of work during the period of "after-care."

Employees who do not agree to or who do not act in accordance with the foregoing, or who test positive for a second or subsequent time for the presence of illegal drugs or alcohol during the hours of work shall be subject to discipline up to and including discharge.

The foregoing shall not be construed as an obligation on the part of the Employer to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing his duties or whose continuance on active status would constitute a direct threat to the property or safety of others. Such employees shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence, at the employee's option, pending treatment. The foregoing shall not limit the Employer's right to discipline employees for misconduct provided such discipline shall not be increased or imposed due to alcohol or drug abuse.

APPENDIX C

MOTOR VEHICLE RECORD (MVR) PROGRAM

PURPOSE: The purpose of this program is to establish a written process to ensure the consistent administration of the Motor Vehicle Record (MVR) program and all County drivers are familiar with its provisions. This program complies with requirements of the County excess liability auto insurance carrier.

SCOPE: This program applies to all County employees and volunteers who may drive a County owned or leased vehicle within the scope of their employment, including employees driving privately owned vehicles used within the scope of County business.

STATEMENT OF POLICY: The County is committed to promoting the safe, proper and professional operations of all motor vehicles the County owns or leases, or those privately owned vehicles operated within the scope of County business. The potential of vehicle accidents within the County increases as a driver's MVR deteriorates. A MVR program helps to control vehicle accident exposures created by these drivers. Drivers with an excessive number of moving violations and/or accidents on their MVR have a higher risk of future accidents and represent unnecessary liability and risk exposure to the County. The intention of the MRV program is to safeguard people, protect equipment, reduce operating costs, and reduce the frequency and severity of accidents involving a County owned or leased vehicle. The County reserves the right to deny or revoke driving privileges of any employee in the event it is determined that the individual's use of the vehicle poses a risk to the County or the public. The State of Illinois allows MVRs to be run going back only three (3) years.

PROCEDURE:

1. Driver selection is a one-time process; however, ensuring the driver remains qualified is an ongoing process. Therefore, Risk Management will run annual MVRs, but no less than every two (2) years, on individuals that regularly or occasionally drive a County owned or leased vehicle and individuals that drive their privately owned vehicles on County business. Risk Management will review MVRs with Department Heads, when necessary.
2. If employee is subject to the Federal Motor Carrier Safety Regulations, a list of all motor vehicle convictions or forfeitures for bond or collateral during the preceding 12 months shall be provided. CDL holders must notify their supervisor before the end of business day following receipt of a license suspension or revocation.
3. A signed authorization in a format generally consistent with Attachment A attached hereto and made a part hereof shall remain on file and shall serve as ongoing authorization for the County to procure MVRs any time during employment.
4. Effective 12/1/2015, prospective employees will be required to report all accidents and moving violations at the time of hire. Existing employees moving into a driving position will be required to complete the Annual Certification of Violations and Accident form and sign a MVR authorization form. At the time of transition, Risk Management will run a MVR.
5. All employees, including volunteers and employees that drive a privately owned vehicle on County business, are required to complete the Annual Certification of Violations and

Accident form in a format generally consistent with Attachment B attached hereto and made a part hereof.

6. All employees, including volunteers and employees driving a privately owned vehicle on County business shall meet the MVR standards as outlined in this program.
7. Should an employee who drives a County owned or leased vehicle be involved in an accident, on or off the job, where their license is suspended or revoked, the employee is obligated to inform their immediate supervisor and Risk Management within 24 hours of the accident. Failure to inform the County of a suspended or revoked license may result in corrective action that could include dismissal.
8. Following any at-fault accident, Risk Management will run a MVR.

STANDARDS FOR MVR:

1. All drivers must be at least 21 years of age and have a valid United States drivers' license for the last three (3) years and, where necessary, if required by job duties in the proper class and appropriate endorsements, for the vehicle the driver seeks to drive.
2. Departments cannot add an employee with a "borderline" or "poor" MVR to their driver list. Grading of MVRs based on the table below, as minimum requirements.
3. An employee that MVR falls into the "borderline" category must have their driving record reviewed by Risk Management, their Department Head, and the County's auto liability insurance carrier.
4. A new hire with an MVR that falls into the "borderline" or "poor" MVR will not be hired for driving tasks. The minimum requirements for grading MVRs are based upon the criteria set forth below.
5. Driving records must remain "acceptable" or "clear" based upon the criteria set forth below for continued employment/volunteering in positions with driving duties.
6. An employee whose MVR grading is "poor" may not drive within the scope of their employment.
7. Illinois limits MVRs to past three (3) years drivers record.
8. An At-Fault accident is any accident the driver is cited with a violation, negligently contributes to the incident, or any single vehicle accident where the cause is not equipment related.

MOTOR VEHICLE GRADING CRITERIA (past three (3) years)

| Number of Violations | Number of At-Fault Accidents | | | |
|----------------------|------------------------------|------------|------------|------|
| | 0 | 1 | 2 | 3 |
| 0 | Clear | Acceptable | Borderline | Deny |
| 1 | Acceptable | Acceptable | Borderline | Deny |
| 2 | Acceptable | Borderline | Deny | Deny |
| 3 | Borderline | Deny | Deny | Deny |
| 4 | Deny | Deny | Deny | Deny |
| Any Major Violation | Deny | Deny | Deny | Deny |

NOTE: Any major violation in any time is equal to a POOR MVR.

Minor Violations

(Any moving violation other than a major violation including)

- *Speeding
- *Failure to obey a traffic control device
- *Driving with a suspended/revoked registration
- *Driving an unregistered vehicle

Major Violations

- *Driving under influence of alcohol/drugs or chemical test refusal
- *Failure to stop/report an accident
- *Reckless driving/speeding contest
- *Driving while impaired
- *Homicide, manslaughter or assault arising out of the use of a vehicle
- *Making a false accident report
- *Driving with a suspended/revoked license
- *Attempting to elude a police officer

The following DO NOT count against the driver as a violation

- *Motor vehicle equipment, load, or size requirements
- *Improper failure to display license plates
- *Failure to sign or display registration
- *Failure to have driver's license in possession (if valid license exists)
- *A minor violation in which the driver has been charged with an accident

MVR EVALUATION

ACCEPTABLE MVR

- *No more than two (2) minor violations; OR
- *At-fault accident in past three (3) years; OR
- *No more than a combination of one (1) minor violation and one (1) at-fault accident in past three (3) years.

BORDERLINE MVR

- *Three (3) minor violations; OR
- *Two (2) at-fault accidents in past three (3) years; OR
- *Any combination of minor violations and at-fault accidents in past three (3) years totaling three (3) occurrences
- No major convictions within the last three (3) years; OR

When an employee's MVR falls to a borderline category Risk Management will notify the employee and supervisor. A meeting to discuss an increased level of observation, defensive driving training or re-training, and/or other possible corrective actions.

UNACCEPTABLE MVR

- *One (1) or more major convictions in the last three (3) years; OR
- *Four (4) or more minor convictions in the last three (3) years; OR
- *Three (3) or more accidents in the last three (3) years OR
- *Any combination of minor convictions and accidents totaling four (4) or more in last three (3) years

When County driving record and/or MVRs of current employee falls to an unacceptable category, the employee will be placed on probation and the following actions may be taken:

*If possible, the employee will be shifted into a job responsibility that does not include driving.

*If it is not possible to shift employee to a non-driving job, the department will increase level of control. This may include defensive driving training or re-training, restricted driving, and/or other corrective action or disciplinary action up to and including termination

A driver is offered probation a maximum of two (2) times. Any violations of any type following two (2) probationary periods, will lead to the immediate revocation of driving work tasks and driving privileges until the MRV improves.

Refer exceptions to these guidelines to Risk Management. After consultation with the County auto liability insurance carrier, Risk Management will submit a written response to the exception. The auto insurance carrier will be consulted on any/all MVRs not meeting the minimum criteria.

Since breach of this program places a driver in danger, any employee in violation of this program will be subject to corrective action that could result in temporary or permanent loss of driving privileges, suspension, or termination of employment.

PROSPECTIVE EMPLOYEE

All prospective employees whose job will involve driving a County owned or leased vehicle or a privately owned vehicle on County business will be required to list all accidents and moving violations they have had in the past three (3) years on the employment application. Risk Management obtains MVR from an appropriate agency to verify this information. Any misrepresentation may be grounds for termination.

A prospective employee will not qualify to drive a County owned or leased vehicle if, during the past three (3) years, the driver has any of the following experiences:

- Convicted of a felony.
- Convicted of sale, handling or use of drugs.
- Had automobile insurance canceled, declined or not renewed.
- Had driver's license suspended or revoked.
- Convicted of three (3) or more speeding violations or one or more other serious violations.
- Involved in two (2) or more chargeable accidents.

CURRENT EMPLOYEE

Any driver currently employed, as of the effective date of this program, that exceeded these County standards will be placed on probation immediately. The rules and procedures regarding the period of probation and removal of driving privileges will apply as outlined above if another moving violation or preventable accident occurs.

RECORDKEEPING

To protect driver confidentiality, Risk Management shall maintain MVRs in a secured location with controlled access by authorized personnel for a period of five (5) years. There may be circumstances that require a longer record retention.

PROGRAM REVIEW

The County reserves the right to make exceptions and changes to this program as deemed necessary. The Safety/Security Committee will review the program, as needed, but no less than every three (3) years from the

ATTACHMENT A



COUNTY of McHENRY
ADMINISTRATION/RISK MANAGEMENT
2200 NORTH SEMINARY AVENUE
WOODSTOCK, ILLINOIS 60098-2637

**MOTOR VEHICLE RECORDS CHECK
DISCLOSURE AND RELEASE**

I _____ give my authorization and consent for the County of McHenry to complete a background check on my previous driving record in accordance with the County's MVR policy. As part of this procedure, the County has my permission to order MVRs from all states in which I currently hold and previously held a driver's license. I understand the County has established MVR review criteria against which my driving history will be compared to determining my driving eligibility. I further understand that failure to grant consent to the County to conduct such a background check means, at a minimum that I forfeit my driving privileges. In the event that I forfeit my driving privileges, I understand that if my job duties include driving, my duties will be reviewed to determine whether I can continue my position without driving and, if so, which additional non-driving duties the County will require me to perform.

I authorize without reservation, any party or agency contacted to furnish the above-mentioned information. I agree to release any agent that the County retains in connection with securing my MVR for all liability arising from its access to or disclosure of information under this form.

This authorization shall remain on file and shall serve as ongoing authorization for the County to procure MVRs at any time during my employment. This authorization may only be rescinded in writing.

Signature _____ Date _____

Print Name _____ Position _____ Date of Hire _____

Social Security Number _____ Sex _____ Date of Birth _____

Driver's License Number _____ State _____

MEMORANDUM OF UNSTANDING

The Employer agrees to meet with the Union during the term of this Agreement to discuss the reclassification of the Office Assistant (Nursing Administrative Specialist I) position.

Union Representative

County Representative