

AGREEMENT

BETWEEN

THE CLAYBERG FULTON COUNTY NURSING AND REHABILITATION CENTER

AND

THE FULTON COUNTY BOARD

AND

AMERICAN FEDERATION OF STATE, COUNTY AND

MUNICIPAL EMPLOYEES (AFSCME),

COUNCIL 31, AFL-CIO

ON BEHALF OF

AFSCME LOCAL 3433

December 1, 2022 through November 30, 2026

TABLE OF CONTENTS

AGREEMENT	1
PREAMBLE	1
ARTICLE I – RECOGNITION	1
Section 1.1 – Recognition	1
Section 1.2 – Integrity of Bargaining Unit	1
Section 1.3 – Supervisory Responsibilities	2
ARTICLE II – MANAGEMENT RIGHTS	2
ARTICLE III – NON-DISCRIMINATION	2
Section 3.1 – Prohibition Against Discrimination	2
Section 3.2 – Use of Masculine Pronoun	2
ARTICLE IV – GRIEVANCE PROCEDURE	3
Section 4.1 – Grievance	3
(a) Definition	3
(b) Processing	3
(c) Union Representation	3
Section 4.2 – Grievance Steps	3
(a) Step 1 – Immediate Supervisor	3
(b) Step 2 – Nursing Home Administrator	3
(c) Step 3 – Fulton County Nursing Home Committee	3
(d) Step 4 – Mediation	4
(e) Step 5 – Arbitration	4
Section 4.3 – Arbitrator’s Decision and Cost	4
Section 4.4 – Limitation Periods	5
Section 4.5 – Pertinent Witnesses and Information	5
Section 4.6 – Advance Step Filing	5
Section 4.7 – Union Notice	5
Section 4.8 – Time Off for Investigation of Grievance	5
Section 4.9 – Meeting Space	6
ARTICLE V – DISCIPLINE AND DISCHARGE	6
Section 5.1 – Definition	6
Section 5.2 – Cause For Immediate Discharge	6
Section 5.3 – Manner of Discipline	7
Section 5.4 – Suspension Pending Discharge	7
Section 5.5 – Status During Criminal Investigations	7
Section 5.6 – Notification and Measure of Disciplinary Action	8
Section 5.7 – Pre-Disciplinary Meetings	8
Section 5.8 – Removal of Discipline	8

ARTICLE VI – HOURS OF WORK	8
Section 6.1 – Workday & Schedule.....	8
(a) Workday	8
(b) Work Schedule	8
(c) Change in Work Schedule	9
Section 6.2 – Workweek.....	9
Section 6.3 – Meal and Rest Periods	9
(a) Meal Period.....	9
(b) Rest Periods	9
Section 6.4 – Pay Period	9
Section 6.5 – Timecard	10
Section 6.6 – Overtime Payment	10
Section 6.7 – Compensatory Time Accrual	10
Section 6.8 – Overtime Scheduling	10
Section 6.9 – Overtime Information Provided.....	10
Section 6.10 – Call Back.....	10
Section 6.11 – Temporary Assignment.....	10
Section 6.12 – Time Change.....	11
(a) Change to Daylight Savings Time.....	11
(b) Change to Standard Time	11
ARTICLE VII – RECORDS, FORMS AND PERSONNEL FILES	11
Section 7.1 – Attendance Records	11
Section 7.2 – Notification of Absence	11
Section 7.3 – Forms	11
Section 7.4 – Examination of Records.....	11
ARTICLE VIII – PAID LEAVES	11
Section 8.1 – Personal Leave.....	11
Section 8.2 – Sick Leave Accrual and Use.....	12
(a) Accrual.....	12
(b) Use of Sick Leave.....	12
(c) Sick Leave Abuse	12
(d) Pregnancy	12
(e) Notification.....	12
(f) Accumulation.....	12
Section 8.3 – Bereavement Leave.....	13
Section 8.4 – Jury Duty.....	13
ARTICLE IX – OTHER LEAVES	13
Section 9.1 – Unpaid Mandatory Leaves of Absence.....	13
Section 9.2 – Discretionary or General Leaves of Absence	14

Section 9.3 – Military Leave.....	14
Section 9.4 – Injury and Sickness.....	14
Section 9.5 – Failure to Return from Leave.....	14
Section 9.6 – Donation of Unused Vacation or Sick Leave	14
ARTICLE X – NO STRIKE – NO LOCKOUT.....	15
ARTICLE XI – VACATION	15
Section 11.1 –Vacation Benefits.....	15
(a) Full-Time Employees	15
(b) Part-Time Employees	15
(c) Paid Leave for All Workers Act.....	16
Section 11.2 – Record.....	16
Section 11.3 – Vacation Upon Separation	16
Section 11.4 – Vacation Requests.....	16
Section 11.5 – Vacation Scheduled by Seniority.....	17
ARTICLE XII – HOLIDAYS	17
Section 12.1 – Holidays Recognized	17
Section 12.2 – Full-Time Benefits	18
Section 12.3 – Part Time Benefits	18
Section 12.4 – Payment for Working Holidays	18
Section 12.5 – Requirements	18
Section 12.6 – Holiday While on Vacation or Sick Leave	19
ARTICLE XIII – INSURANCE AND PENSION	19
Section 13.1 – Health Insurance	19
Section 13.2 – Insurance Committee	19
Section 13.3 – Illinois Municipal Retirement Fund.....	20
Section 13.4 – Retiree Health Insurance.....	20
(a) Employees Hired Prior to December 1, 2023.....	20
(b) Employees Hired After November 30, 2023	20
(c) Premiums.....	21
ARTICLE XIV –GENERAL PROVISIONS	21
Section 14.1 – Bulletin Boards	21
Section 14.2 – Mileage Allowance	21
Section 14.3 – Labor/Management Committee Meetings	21
Section 14.4 – Union Activity During Working Hours.....	21
Section 14.5 – Vacancies.....	21
Section 14.6 – Uniform Allowance	22
(a) Uniform	22
(b) Dress Code.....	22
Section 14.7 – Personnel Policy Manual	23

ARTICLE XV – SENIORITY	23
Section 15.1 – Definition	23
Section 15.2 – Probationary Employee.....	23
Section 15.3 – Termination.....	23
ARTICLE XVI – LAYOFF AND RECALL	23
Section 16.1 – Layoff Procedures.....	23
Section 16.2 – Notice.....	24
Section 16.3 – Recall	24
ARTICLE XVII – WAGES	24
Section 17.1 – Starting Wages.....	24
Section 17.2 – Longevity	24
Section 17.3 – Shift Differential.....	25
Section 17.4 – Retroactivity.....	25
ARTICLE XVIII – CHECKOFF	25
Section 18.1 – Deductions	25
Section 18.2 – Indemnification.....	26
Section 18.3 – Availability of Cards.....	26
Section 18.4 – Information Provided to Union.....	26
Section 18.5 – Information Provided to Employer.....	26
Section 18.6 – Union Orientations.....	26
Section 18.7 – Employee Privacy.....	27
Section 18.8 – Third-Party Notifications.....	27
ARTICLE XIX – DRUG POLICY.....	27
Section 19.1 – Statement of Policy.....	27
Section 19.2 – Prohibitions.....	27
Section 19.3 – Drug and Alcohol Testing Permitted.....	27
Section 19.4 – Substances Tested.....	28
(a) Controlled substances.....	28
(b) Alcohol.....	28
Section 19.5 – Order to Submit to Testing	28
Section 19.6 – Place of Testing	29
Section 19.7 – Tests to be Conducted.....	29
Section 19.8 – Right to Contest.....	30
Section 19.9 – Voluntary Request for Assistance.....	30
Section 19.10 – Continued Employment.....	30
Section 19.11 – Discipline.....	30

ARTICLE XX – SAVINGS CLAUSE 31
ARTICLE XXI – DURATION 31
APPENDIX A – STARTING PAY 33
**APPENDIX B – PAID RETIREE HEALTH INSURANCE PREMIUM FOR EMPLOYEES
HIRED AFTER NOVEMBER 30, 2023 34**
APPENDIX C – DRUG TESTING LEVELS..... 35

AGREEMENT

This Agreement has been made and entered into by and between Fulton County, the Fulton County Board and the Clayberg Fulton County Nursing and Rehabilitation Center and as Co-Employers, hereinafter collectively referred to as the "Employer" and the American Federation of State, County and Municipal Employees (AFSCME), Council 31, AFL-CIO, for and on behalf of AFSCME Local 3433, Unit 5, hereinafter referred to as the "Union".

PREAMBLE

In order to establish harmonious employment relations through a mutual process, to provide fair and equitable treatment to all employees, to promote the quality and continuance of public service, to achieve full recognition for the value of employees and the vital and necessary work they perform, to specify wages, hours, benefits and other working conditions, and to provide for the prompt and equitable resolution of disputes the parties agree as follows.

ARTICLE I – RECOGNITION

Section 1.1 – Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for all matters pertaining to wages, hours and other conditions of employment covered by this Agreement for the following:

Included: All full-time and regular part-time non-professional employees of the Clayberg Fulton County Nursing Center including the Activity Assistant, Activity Director, Assistant Food Services Supervisor, Care Plan Coordinator, Certified Nursing Assistant, Cook, Dietary Manager, Helping Hands Aid, Housekeeper, Housekeeper/Laundry Supervisor, Laundry Worker, Licensed Practical Nurse, Maintenance Assistant/Laborer, Maintenance Supervisor, Occupational Rehab Assistant, Physical Rehab Assistant, Social Service Coordinator, Therapy-Rehab Aid, Transportation Coordinator, and Tray Tech.

Excluded: All supervisors, professional, confidential and managerial employees within the meaning of the Illinois Public Labor Relations Act.

The Employer shall not negotiate with employees over their wages and working conditions except as provided for herein.

Section 1.2 – Integrity of Bargaining Unit

The Employer recognizes the integrity of the bargaining unit and the Employer will not seek to erode the unit by assigning bargaining work to non-bargaining unit County employees for a preponderance of their workday. The Employer shall be permitted to subcontract where economically advantageous. Registered Nurses assigned to the Third Shift shall be permitted to do any and all work.

Section 1.3 – Supervisory Responsibilities

The Activity Director, Dietary Manager, Housekeeping Supervisor, Maintenance Supervisor, Social Services Director, and Transportation Coordinator shall function as a working supervisor of the group, may be charged by their Supervisor with the responsibility of planning, leading, directing, coordinating, instructing, on-the-job training, and delegating the work of their assigned group.

ARTICLE II – MANAGEMENT RIGHTS

Except to the extent expressly amended or modified by specific provisions of this Agreement, the Employer reserves and retains all of its common law and statutory rights including those provided for in 5 ILCS 315/4. Among the rights retained by the Employer are the rights to full and exclusive authority of the management of its operations; to direct the working forces; to determine the methods, means, organization, qualification and number of personnel by which such operations are to be conducted including but not limited to hiring, promotion, overtime assignments, layoffs or discharge for cause; to make and enforce reasonable rules and regulations; and the right to selection of new employees including examination techniques; subcontract work necessary at the Clayberg and to prepare the overall operations budget for the Employer.

ARTICLE III – NON-DISCRIMINATION

Section 3.1 – Prohibition Against Discrimination

- (a) The provisions of this Agreement shall be applied equally to all Employees in the bargaining unit without “unlawful discrimination” as defined in Section 1-103 of the Illinois Human Rights Act [775 ILCS 5/1-103] and/or in violation of the Illinois Human Rights Act [775 ILCS 5/1-101, et. seq.] or any Federal Laws regarding discrimination.
- (b) The Employer and the Union agree that no employee shall be discriminated against, intimidated, restrained, or coerced in the exercise of any rights granted under the Illinois Public Labor Relations Act or for their participation in any lawful activities thereunder.

Section 3.2 – Use of Masculine Pronoun

The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes all pronouns as well.

ARTICLE IV – GRIEVANCE PROCEDURE

Section 4.1 – Grievance

(a) Definition

A grievance is defined as any difference, complaint or dispute of a unit employee or the Union, with affected employee approval, against the Employer regarding the application, meaning or interpretation of this Agreement.

(b) Processing

Grievances may be processed by the Union, by an employee, or a group of employees, who signed the grievance and are directly affected by the complained of conduct. The resolution of a grievance affecting a group of employees shall be made applicable to that group of employees. The employee, upon request, is entitled to Union representation at each step of the grievance procedure.

(c) Union Representation

Any employee who chooses not to notify the Union in the event of discipline and any employee who neglects to contact the Union for assistance in processing grievances, waives any and all right of claim or liability against the Union resulting from the employee's decision to decline Union assistance. Resolutions made by an employee who has waived their right for Union assistance shall be without precedent or prejudice.

Section 4.2 – Grievance Steps

(a) Step 1 – Immediate Supervisor

The employee(s) or the Union shall orally raise a grievance with the employee's immediate supervisor within ten (10) calendar days from the date the employee knew or should have known of the occurrence giving rise to the grievance. The employee and Employer shall sign a form showing the initiation of the oral grievance.

(b) Step 2 – Nursing Home Administrator

If the oral grievance cannot be worked out between the immediate supervisor and the grievant(s) within seven (7) calendar days then within seven (7) calendar days the employee or Union shall submit the grievance, in writing, to the Nursing Home Administrator or their designee. Within fourteen (14) calendar days from receipt of the written grievance, the Employer shall respond, in writing, to the employee and the Union.

(c) Step 3 – Fulton County Nursing Home Committee

If the written grievance is not resolved in Step 2, it shall be presented, in writing, by the affected employee(s) or the Union to the Fulton County Nursing Home Committee within seven (7) calendar days after receipt of the Step 2 response or after the Step 2 response is due, whichever is earliest. Thereafter, the employee or Union shall be given an opportunity to present his or her grievance position, in person or writing, to the Fulton County Nursing Home Committee. For a discharge or a suspension, the Committee must meet to hear the Union's presentation within

fourteen (14) calendar days of receipt of the Step 3 request. Within seven (7) calendar days of the meeting, the Committee shall respond, in writing, to the employee and the Union.

(d) Step 4 – Mediation

If the grievance is not resolved in Step 3, the Union may elect to present the grievance to the Federal Mediation and Conciliation Service (FMCS) for mediation. In order to be properly filed before FMCS for mediation, the Union must file a written request dated seven (7) calendar days after receipt of the Step 3 response or after the Step 3 response is due, whichever is earliest. Both parties will be given the opportunity to present their grievance position in person to the Federal Mediator. If the grievance is not settled at Step 4 in mediation the grievance may be advanced to Step 5. If no settlement is reached at mediation, either the Employer or the Union may conclude the mediation conference with a written statement terminating the mediation. The time period for Step 5 shall commence immediately after the termination of mediation under Step 4.

(e) Step 5 – Arbitration

The Union may file for arbitration within fourteen (14) calendar days after:

- (i) a grievance involving Article V is not settled at Step 2;
- (ii) a grievance involving any Article other than Article V is not settled at Step 3; or
- (iii) the conclusion of mediation under Step 4.

To file for arbitration, written notice must be provided to the Administrator and the County within the above specified time limits.

The arbitration proceedings shall be conducted by an arbitrator selected by the Employer and the Union within seven (7) calendar days after notice has been given, if possible. If the parties fail to select an arbitrator, the Employers and the Union shall jointly request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS). The Union shall strike one (1) name from the list, then the Employer, and alternately thereafter until the one (1) remaining arbitrator who has not been removed from the list remains. Either party may reject one (1) panel in its entirety.

The arbitrator shall be notified of his or her selection by a joint letter from the Employer and Union, requesting that he or she set a time and place for the hearing, subject to the availability of the Employer and Union representatives and shall be notified of the issue(s) where mutually agreed to by the parties.

Both parties agree to attempt to arrive at a joint stipulation of facts and issues as outlined to be submitted to the arbitrator.

Section 4.3 – Arbitrator’s Decision and Cost

The arbitrator’s decision shall be final and binding on both parties and any employee(s) involved in the grievance. The Arbitrator shall have no authority to add to, subtract from, modify, nullify, or imply any terms of this agreement and shall be limited to interpreting the express

provisions of agreement agreed to be in dispute. The arbitrator's fee and expenses, as well as the cost of renting a hearing room, shall be shared equally by the parties. The cost of a transcript of the hearing shall be paid by the party requesting the transcript provided that the other party shall split the cost if it also requests a copy of the transcript. Questions of procedural arbitrability shall be decided by the arbitrator. If a question of procedural arbitrability is raised, the arbitrator must first determine of the procedural arbitrability of the dispute unless the issue is of such nature that a determination cannot be made at the hearing. Once a determination is made that the matter is procedurally arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute.

Section 4.4 – Limitation Periods

The failure of any employee to submit his or her grievance, in writing or orally, within the time limits prescribed herein, shall be treated as a withdrawn grievance. The Employer's failure to respond within the time limits prescribed shall automatically advance the grievance to the next step, with the exceptions of Steps 4 and 5.

Grievances may be withdrawn at any step of the grievance procedure without prejudice. The time limits at any step or for any hearing may be extended at that particular step by mutual written agreement of the parties.

Section 4.5 – Pertinent Witnesses and Information

The Union or Employer may request the production of specific documents, books, papers, or witnesses reasonably available from the Employer or Union and substantially pertinent to the grievance under consideration. Such request(s) shall not be unreasonably denied and, if granted, shall be in conformance with the applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

If the request is unreasonably denied, the Union may petition the Employer for information denied and the Employer may petition the Union for information denied under the powers granted either party by statute. Any delay shall not penalize the grievant.

Section 4.6 – Advance Step Filing

Grievances concerning discharge or a suspension in excess of ten (10) working days shall be processed directly to Step 3 of the grievance procedure.

Section 4.7 – Union Notice

The Employer will give written notice to the Union of any bargaining unit employee who is suspended or discharged by the Employer.

Section 4.8 – Time Off for Investigation of Grievance

So long as it does not unreasonably interfere with normal work duties and does not require the calling in of a replacement, with approval of the administrator or his designee, the grievant(s) and/or Union shall be permitted time off without loss of pay during their working hours to investigate and process grievances.

Section 4.9 – Meeting Space

Provided it does not disrupt the operations of the Employer or interfere with the duties of the employees, employees' reasonable request for use of an available room for the purpose of investigating or processing grievances shall be allowed. Meeting space shall be limited to common rooms of the Employer such as public meeting areas.

ARTICLE V – DISCIPLINE AND DISCHARGE

Section 5.1 – Definition

The Employer and Union agree with the tenets of progressive and corrective discipline. Disciplinary action may be imposed only for just cause. Considering the severity of the infraction, reasonable disciplinary action shall include only the following:

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

Other reasonable conditions of employment may be required by the Employer after discipline has been imposed. Employee will be given copies of all written reprimands. Discipline shall be imposed as soon as possible after the Employer is aware of the event or action giving rise to the discipline, subject to whatever time is needed to investigate what occurred and render a decision as to the appropriate discipline.

Section 5.2 – Cause For Immediate Discharge

It shall be cause for immediate discharge:

- (a) If an employee comes to work possessing or under the influence of non-prescribed controlled substances, cannabis, drugs, or alcohol while on duty;
- (b) Neglects or abuses any residents of the Nursing Home;
- (c) Willfully destroys or damages any property owned by the Employer or any resident of Clayberg;
- (d) Fighting while on duty, unless in self-defense;
- (e) Failure without just cause to report to work for scheduled duty for two (2) or more consecutive workdays;
- (f) Allows unauthorized personnel to ride in any Employer motor vehicles other than in a bona-fide emergency;
- (g) Violation of Section 7.2(b) of this Agreement; or
- (h) Violation of other causes listed under "Group 1" of the Employee Code of conduct, Section 35.3 of the Clayberg Nursing Home Personnel Policy.

Section 5.3 – Manner of Discipline

If the Employer has reason to discipline an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public and shall be done in a timely fashion after completion of an investigation as provided herein.

Section 5.4 – Suspension Pending Discharge

- (a) The Employer may place an employee on administrative leave pending an administrative investigation and/or the decision whether to discipline the employee.
- (b) When the Union desires to investigate what occurred after the Employer has completed its investigation, it shall request, in writing, that the Clayberg Administrator delay the decision for a specific period and the Administrator shall document that they will defer their decision until that date or until the Union submits the results of its investigation to the Administrator, whichever occurs first.
- (c) If an employee is on administrative leave with pursuant to subsection a above at the time of the Union's request, the administrative leave with pay shall be converted to administrative leave without pay until the union submits the results of its investigation to the Administrator.

Section 5.5 – Status During Criminal Investigations

- (a) When an employee is arrested for or charged with a criminal offense, the employee shall be immediately placed on Employer shall credit such time on administrative leave without pay against any suspension that might subsequently be entered against the employee for that incident.
- (b) If the employee has been formally charged in court with a felony, the employee shall immediately be placed on administrative leave without pay pending resolution of the criminal charge.
- (c) If the Employee is formally charged with a felony and convicted, the Employee shall file for a waiver with Illinois Department of Public Health prior to being able to return to work at the facility.
- (d) When an employee is formally charged with a felony and subsequently acquitted, the Employers shall make the Employee whole for any regular wages, accrued benefits, and seniority forfeited between the time the officer was placed on Administrative leave without pay and the time the employee was acquitted. It is understood that any disciplinary suspension or termination related to the criminal offense or felony charge is subject to the grievance procedure, and that the determination of any forfeited compensation, if any, will be based on the settlement of the grievance or the decision of the arbitrator.
- (e) Time on such administrative leave without pay shall not be considered discipline, but the Employer shall credit such time on administrative leave without pay against

any suspension that might subsequently be entered against the employee for that incident.

Section 5.6 – Notification and Measure of Disciplinary Action

- (a) In the event disciplinary action is taken against an employee, the Employer shall promptly furnish the employee with a clear and concise statement of the reason(s) therefore.
- (b) The measure of discipline and the statement of reason(s) may be modified, especially in cases involving administrative leave pursuant to Section 5.4 and/or administrative leave with or without pay pursuant to Section 5.5, after the investigation of the total facts and circumstances, but once the measure of discipline is determined and imposed, the Employer shall not increase it for the particular act of misconduct which arose from the same facts and circumstances known to the Employer.

Section 5.7 – Pre-Disciplinary Meetings

Prior to the discharge or suspension of an employee, the Employer shall meet with the employee and Union representative, if requested, and inform the employee of the reasons for the contemplated discharge or suspension, including any names of witnesses and copies of pertinent documents. The employee and Union representative, if requested, shall be given the opportunity to rebut or clarify the reasons for such discipline. Employees shall be entitled to Union representation at any meeting pertaining to discipline.

Section 5.8 – Removal of Discipline

- (a) Any written or oral reprimand shall not be considered in implementing corrective discipline if, from the date of the last reprimand, one (1) year has passed without the employee receiving an additional reprimand for any related offenses. This subsection shall not apply to an employee discipline that involves patient care.
- (b) No disciplinary notices shall be removed from an employee's personnel file.

ARTICLE VI – HOURS OF WORK

Section 6.1 – Workday & Schedule

- (a) *Workday*
 - (i) The normal workday shall be either eight (8) consecutive hours or twelve (12) consecutive hours.
 - (ii) For purposes of this Article, the workday shall be 12:00 a.m. to 11:59 p.m.
- (b) *Work Schedule*
 - (i) Each employee's work schedule shall be determined by the head of the department in which they work.

- (ii) Any changes in shift starting and quitting times will only be made after fourteen (14) days' notice to the employee and the Union.
- (iii) The monthly schedule shall reflect Employees will be scheduled for every other weekend off.
- (iv) No employee shall be scheduled to work more than sixteen (16) hours in any twenty-four (24) hour period.

(c) *Change in Work Schedule*

Whenever it is necessary to change an employee's work schedule the employer shall notify the employee at least twenty-four (24) hours prior to any change excluding an emergency declared by the employer.

Section 6.2 – Workweek

The work week shall be Saturday through Friday.

Section 6.3 – Meal and Rest Periods

(a) *Meal Period*

All employees working a full eight (8) hour shift shall be required to take a paid thirty (30) minute lunch period during their shift at the time scheduled by the Supervisor. Due to the meal period being paid, employees are not permitted to leave the facility during this period unless specific permission is received from the Administrator or appropriate Department Head. If the Administrator or appropriate Department Head are not present, the Charge Nurse may authorize special permission for an employee to leave the facility during an employee's meal period. Employees have the option to purchase meals for their own consumption from the Clayberg.

(b) *Rest Periods*

Employees shall be permitted two (2) fifteen-minute paid rest periods per eight (8) hour shift at a time assigned by the Supervisor. Coffee or tea, free of charge, is available to employees during their rest periods. Employees who, for any reason, work beyond their regular quitting time into the next full shift shall receive a fifteen (15) minute rest period before they start to work such shift if duty permits. If duty at the time does not permit, then the rest period shall occur as soon thereafter as possible. In addition, they will receive the normal rest periods that occur during the next full shift.

Section 6.4 – Pay Period

- (a) The salaries and wages of employees shall be paid biweekly or as determined by the County Board on the Friday of the appropriate week.
- (b) The regular pay period shall be fourteen (14) calendar days.
- (c) The pay period shall begin at 12:00 a.m. on a Saturday and end at 11:59 p.m. on a Friday.

Section 6.5 – Timecard

- (a) For the purpose of keeping accurate records of hours worked, each employee shall, login upon arriving at work and shall log out upon leaving work.
- (b) The system for logging hours worked shall be as determined by the County and Clayberg.
- (c) The County and the Clayberg agree to utilize the seven (7) minute rounding system in instances where the system for logging in and out is not calibrated. Agreement to use the seven (7) minute rounding system does not prevent the Administrator/Department Head from disciplining an employee for attendance issues.
- (d) Employees who, without authorization, login or logout another employee shall be subject to discipline, up to and including termination.

Section 6.6 – Overtime Payment

Overtime shall be given in cash or compensatory time at the election of the Employee for work outside the employee's regular workday. Overtime shall be credited at one and one-half (1 ½) times the applicable credit (hours or wages).

Section 6.7 – Compensatory Time Accrual

Compensatory time must be used within the same pay period in which it was earned, or it shall be liquidated in cash at the then current regular hourly rate.

Section 6.8 – Overtime Scheduling

Employees shall work overtime when overtime is required, except for illness, bereavement, or extreme personal emergencies. The Employer shall use their best efforts to equalize overtime assignments amongst the bargaining unit employees best qualified to perform the work. If all employees available to work the overtime hours decline the opportunity, the Employer shall assign the overtime in reverse seniority order; the least senior employee who has not been previously directed by the Employer to work overtime shall be directed to work the hours until all employees have been required to work at which time the process shall repeat itself.

Section 6.9 – Overtime Information Provided

The Union or any employee, upon request, shall be allowed to review records of overtime.

Section 6.10 – Call Back

Bargaining unit employees who are "called back" to the facility to perform additional duties shall be compensated a minimum of two (2) hours pay at the applicable rate of pay.

Section 6.11 – Temporary Assignment

Employees who are temporarily assigned to a job of a higher grade will be paid at the higher pay grade while performing such work.

Section 6.12 – Time Change

(a) Change to Daylight Savings Time

Employees that work one (1) hour less than their regular shift due to the change from Standard Time to Daylight Savings Time may use one (1) hour of benefit time (excluding sick leave) to make up the difference or they shall be paid for remaining hours of work.

(b) Change to Standard Time

Employees that work one (1) hour more than their regular shift due to the change from Daylight Savings Time to Standard Time shall receive one (1) extra hour of pay at their overtime hourly rate. The hour worked under this subsection shall not be counted in calculation of hours for overtime under Section 6.6.

ARTICLE VII – RECORDS, FORMS AND PERSONNEL FILES

Section 7.1 – Attendance Records

The Employer shall maintain accurate daily attendance records. An employee shall have the right to review their time and pay records on file with the Employer.

Section 7.2 – Notification of Absence

- (a) An employee shall, whenever possible, personally provide advance notice of absence from work to their Department head or their designee at least two (2) hours before they are scheduled to work.
- (b) Absence of an employee for two (2) consecutive workdays without reporting to the Department head or their designee or the person designated by the Employer to receive such notification may be cause for discharge or suspension.
- (c) The above provisions shall not apply so long as the employee then notifies as soon as it is physically possible.

Section 7.3 – Forms

An employee required to sign any form prepared by the Employer shall be given a copy of such forms at the time the employee's signature is affixed.

Section 7.4 – Examination of Records

The Employer agrees to comply with the Illinois Personal Records Act, 820 ILCS 40/1.

ARTICLE VIII – PAID LEAVES

Section 8.1 – Personal Leave

All full-time employees may use up to sixteen (16) hours of sick leave per fiscal year to take care of personal business which the employee cannot arrange to handle during non-working hours, provided the employee must schedule the time off at least three (3) work days in advance, except in cases of emergency, to allow the Employer time to provide notice of a schedule change to other employees.

Section 8.2 – Sick Leave Accrual and Use

(a) Accrual

Full-time employees covered by this Agreement shall be entitled to eight (8) hours of sick leave for each month of service with the Employer.

(b) Use of Sick Leave

Sick leave may not be taken in increments of less than thirty (30) minutes. Sick leave may be used for appointments with a doctor or a dentist or for the serious illness, injury or disability of the employee or the employee's child, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, stepparent, persons under a person's legal guardianship when the employee's presence is necessary, or as is required by the Americans with Disabilities Act, the Family and Medical Leave Act, and the Illinois Human Rights Act.

(c) Sick Leave Abuse

When reasonable suspicion of sick leave abuse exists a physician's verification may be required upon request by the Employer.

(d) Pregnancy

Pregnancy shall be treated as an ordinary illness or as any other disability as required by law.

(e) Notification

Employees taking sick leave must notify their Supervisor or Charge Nurse as much in advance as possible of each day's absence but no less than one (1) hour prior to the beginning of each shift unless the Supervisor has a prior understanding of the duration of the employee's expected sick leave.

(f) Accumulation

- (i) Sick leave may accumulate up to and including three hundred thirty-six (336) hours. At the end of each year, any employee who has accumulated more than two hundred forty (240) hours will be compensated for them at the end of the year for one-half (1/2) of the hours accumulated in excess of two hundred forty (240) hours, unless the employee gives written notice that they wish to accumulate such days in their sick leave accumulation pool, as provided below. The other one-half (1/2) which are not compensated for shall be added to an extended illness sick leave accumulation pool which may accumulate up to a maximum of one thousand nine hundred twenty (1,920) hours to be applied to Illinois Municipal Retirement Fund (IMRF) pension service credit. The additional accumulation above three hundred thirty-six (336) hours shall not be paid to the employee upon resignation or termination. It may, however, be used as credit toward early retirement as provided for under the IMRF. Use of sick leave during the year shall be credited first against the two hundred forty (240) hour pool for normal sick leave and the additional accumulation of sick leave for extended illness shall

not be used until the normal two hundred forty (240) hour pool has been exhausted.

- (ii) At layoff or retirement, the employee will be compensated for unused sick leave not to exceed three hundred thirty-six (336) hours for one-half (1/2) of the hours for each of the accumulated sick leave hour. Such payment shall be made no earlier than the sixty-first (61st) day after retirement.
- (iii) At the employee's option, the accumulated sick leave may be converted to service credits in lieu of the cash payments in Section 8.2(f)(ii) above.
- (iv) At termination (other than retirement or layoff), the employee forfeits payment of any accumulated sick time.

Section 8.3 – Bereavement Leave

- (a) A full-time employee shall be granted time off from duties with pay not chargeable to accrued leave between the time of death and the time of the funeral or memorial service for certain individuals as follows:
 - (i) up to five (5) workdays for an employee's parents, spouse, domestic partner, or children, (including step or adopted); and
 - (ii) three (3) days for stepparents, grandchildren, brothers, sisters, grandparents, grandparents-in-law, parents-in-law, brothers-in-law, sisters-in-law, legal guardians/wards, or any other blood relatives residing in the employee's household.
- (b) If additional leave is needed due to extenuating circumstances or other deaths, the Nursing Home Administrator may approve the use of sick leave or other accumulated time, which shall not be unreasonably denied.
- (c) The County also agrees to follow the Family Bereavement Leave Act (820 ILCS 154). Any time used under subsections (a) and/or (b) shall count toward the time provided for under the Family Bereavement Leave Act.

Section 8.4 – Jury Duty

Full-time and part-time Employees subject to jury duty or those subpoenaed by a legislative, judicial or administrative tribunal on their regularly scheduled workday, except matters of non-work-related personal litigation, will receive their regular earnings less the amount of compensation received from the Court on.

ARTICLE IX – OTHER LEAVES

Section 9.1 – Unpaid Mandatory Leaves of Absence

A leave of absence without pay shall be granted for an injury or occupational disease arising out of and in the course of employment, which prevents performance of duties, certified by a physician chosen by the Employer. If the Employer's physician is unacceptable to the employee,

then a physician chosen by the employee and if the physician chosen by the employee is unacceptable to the Employer, a third physician shall examine the employee who shall be chosen by the Employer. Each party will pay for their own physician(s).

Section 9.2 – Discretionary or General Leaves of Absence

Upon the reasonable request of an employee, the County Nursing Home Administrator may grant a leave of absence for up to four (4) months without pay.

Section 9.3 – Military Leave

The Employer agrees to follow all State and Federal law regarding military leave.

Section 9.4 – Injury and Sickness

Employees who are on a leave of absence due to a work-related injury or sickness, non-work-related injury or sickness, or other leave, shall to the extent permissible by law, forfeit all seniority and unaccrued benefits under this Agreement after the limitation period as provided for within this Section. During the limitations contained herein for injury or sickness, the employee will be permitted to return to work, seniority permitting, upon being released by the Employer’s doctor. During the period of leave, the Employer may request verification of continued disability by the employee’s doctor and Employer’s doctor every three (3) months. Provided further, after said limitation period for sickness and injury, said employees, upon being released by the Employer’s doctor, shall be given preferential hiring and placed first on the availability list for openings in a position that they were in at the time of leaving, which may come due from time to time. Employees on a leave of absence shall accumulate seniority as follows:

- (a) Paid leave – indefinitely.
- (b) All other leaves – six (6) months.
- (c) Worker’s Compensation – eighteen (18) months.
- (d) Non-work-related injury or illness – eighteen (18) months.

Vacation, holiday, and accrual of other benefits will only be paid to those employees who actually work or who use sick days in place of work.

Section 9.5 – Failure to Return from Leave

Failure to return from a leave of absence within two (2) days after the expiration date thereof may be cause for discharge, unless it is impossible for the employee to so return, and evidence of such impossibility is presented to the Employer within two (2) days after the expiration of the leave of absence or as soon as physically possible.

Section 9.6 – Donation of Unused Vacation or Sick Leave

When an employee has exhausted all paid leave benefits and is on unpaid leave of absence, any bargaining unit employee who desires to donate up to one (1) week of their earned, unused vacation benefits under Section 11.1, shall complete a vacation donation authorization and file it with the Nursing Home Administrator and the County Clerk. Any authorized donation shall be

deducted from the employee(s) authorizing the donation and paid or credited to the employee on leave to allow for their salary continuation.

When an employee has already used or scheduled all of the vacation earned or to be earned for the year, the Employer may donate to the employee an unpaid leave, any sick leave days in excess of two hundred forty (240) hours for which the employee would be eligible for payment under Section 8.1(f), and such days shall be paid, or credited to the employee on leave to allow their salary continuation. Any salary continuation hereunder shall not convert the unpaid leave to paid leave or extend any leave to the absent employee under the Agreement.

ARTICLE X – NO STRIKE – NO LOCKOUT

During the term of this Agreement there shall be no strikes, work stoppages or slowdowns. No lockout of employees shall be instituted by the Employer or their representatives during the term of this Agreement.

ARTICLE XI – VACATION

Section 11.1 –Vacation Benefits

(a) Full-Time Employees

Full-time employees accrue vacation time from date of employment. Vacation time shall be accrued according to the following schedule:

Continuous Time Served	Vacation Time Earned	Monthly Accrual Rate
After ninety (90) days	Up to forty (40) hours	Three and three hundred thirty-three thousandths (3.333) hours
After one (1) year and up to and including five (5) years	Eighty (80) hours	Six and six hundred sixty-seventh thousandths (6.667) hours
After five (5) years and up to and including ten (10) years	One hundred twenty (120) hours	Ten (10) hours
After ten (10) years and up to and including fifteen (15) years	One hundred sixty (160) hours	Thirteen and three hundred thirty-three thousandths (13.333) hours

(b) Part-Time Employees

Part-time employees accrue vacation time from date of employment. Vacation time shall be accrued according to the following schedule:

Continuous Time Served	Vacation Time Earned	Monthly Accrual Rate
After ninety (90) days	Up to forty (40) hours	One (1) hour for every forty (40) hours worked
After one (1) year and up to and including five (5) years	Forty (40) hours	Three and three hundred thirty-three thousandths (3.333) hours
After five (5) years and up to and including ten (10) years	Eighty (80) hours	Six and six hundred sixty-seventh thousandths (6.667) hours
After ten (10) years and up to and including fifteen (15) years	One hundred twenty (120) hours	Ten (10) hours

(c) Paid Leave for All Workers Act

The Union and the Employers agree that this Section is in lieu of paid leave under the Paid Leave for All Workers Act and the Union waives any claim to leave under the Paid Leave for All Workers Act.

Section 11.2 – Record

Employer shall keep a record of the individual employee’s accumulated vacation and will notify employee, upon request, of vacation time earned and used to date.

Section 11.3 – Vacation Upon Separation

Upon separation for any reason, the employee shall be paid for all accumulated vacation time.

Section 11.4 – Vacation Requests

Vacation requests shall be scheduled as authorized by the Employer, which shall not be unreasonably denied. Vacation time must be scheduled so that it may be taken no later than twenty-four (24) months after the anniversary date on which it was earned. Employees who have no more than one hundred twenty (120) hours of vacation may, by mutual agreement with the Employer, receive pay in lieu of time off. If during the last five (5) months of the twenty-four (24) month period described above, vacation remains unused by an employee, then the Employer shall require an employee to take time off unless it is scheduled to be used by the employee before the end of the twenty-four (24) month period. Failure to use or schedule unused vacation time before the end of the twenty-four (24) month period shall cause the employee to forfeit the same, unless the employee makes a reasonable request for vacation time, and it is denied.

Section 11.5 – Vacation Scheduled by Seniority

For a period beginning December 1st and ending December 31st of each year, seniority, as defined by Section 15.1, shall apply when employees submit, in writing, to the Employer their preference for vacation. Thereafter, vacation scheduling will be done on a first-come first-serve basis.

ARTICLE XII – HOLIDAYS

Section 12.1 – Holidays Recognized

The Employer recognizes fourteen (14) legal holidays during the year; namely:

<u>Holiday</u>	<u>Observed Date</u>
New Year's Day	January 1 st
Day after New Year's Day	January 2 nd
Martin Luther King Day	3 rd Monday in January
President's Day	3 rd Monday in February
Good Friday	Friday before Easter
Memorial Day	Last Monday of May
Fourth of July	July 4 th
Labor Day	1 st Monday of September
Columbus Day	2 nd Monday of October
Veterans Day	November 11 th
Thanksgiving Day	4 th Thursday of November
Day after Thanksgiving	4 th Friday of November
Christmas Eve	December 24 th
Christmas Day	December 25 th

Effective December 1, 2023, holidays shall be designated as follows:

<u>Holiday</u>	<u>Observed Date</u>
Christmas Eve	December 24 th
Christmas Day	December 25 th
New Year's Eve	December 31 st
New Year's Day	January 1 st
Martin Luther King Day	3 rd Monday in January
President's Day	3 rd Monday in February
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Juneteenth	June 19 th
Independence Day	July 4 th
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Veterans Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	4 th Friday in November

Section 12.2 – Full-Time Benefits

Full-time employees who are not on a probationary period are entitled to paid holiday benefits in observance of the above fourteen (14) holidays. Full-time employees who are on a probationary period shall only receive holiday pay when they work on any of the fourteen (14) holidays listed in Section 12.1.

Section 12.3 – Part Time Benefits

All part-time employees shall be entitled to holiday pay when they work on any of the fourteen (14) holidays listed in Section 12.1.

Section 12.4 – Payment for Working Holidays

Employees who work New Year's Day, Memorial Day, Fourth of July, Thanksgiving Day, or Christmas Day shall be paid time and one-half (1 ½) for all hours worked in addition to their regular holiday pay. Employees who work the remaining holidays shall be paid straight time and holiday pay at their hourly rate or may be given the actual holiday time off if manpower requirements permit.

Section 12.5 – Requirements

In order to receive holiday pay, an employee must work the last scheduled day before, and the first scheduled day after the holiday unless such employee is on a personal day, vacation leave, compensatory time, bereavement leave, pre-scheduled sick leave, or medical emergency.

Section 12.6 – Holiday While on Vacation or Sick Leave

If a holiday is observed while an employee is on sick leave for three (3) or more consecutive days or vacation for one (1) week or more, said holiday will not be charged against the employee's sick leave or vacation time.

ARTICLE XIII – INSURANCE AND PENSION

Section 13.1 – Health Insurance

Employees shall pay thirty percent (30%) of the health insurance premiums for single, member plus one, or member plus two to be deducted in equal amounts each pay period.

The County reserves the right to initiate cost containment plans such as PPO's or other similar types of cost saving programs so long as it does not substantially change the benefits given to the employees.

If the County is required to change any of the benefits currently being offered to the Union, then they will agree to sit down and discuss the same with the Union prior to implementation.

The County agrees to maintain the Internal Revenue Service Section 125 Plan to allow employees to pay their health care costs and childcare costs through this plan as provided for by the Internal Revenue Service Regulations.

Section 13.2 – Insurance Committee

A joint Health Insurance Committee shall be formed and be comprised of the following persons who accept invitation to participate:

- (a) A representative from the Circuit Clerk's Office Union employees;
- (b) A representative from the Courthouse Union employees;
- (c) A representative from the County Nursing Home employees;
- (d) A representative from the Sheriff's Office Union employees represented by AFSCME;
- (e) A representative from the Sheriff's Office Union employees represented by the Illinois Fraternal Order of Police Labor Council;
- (f) A representative from the Highway Department Union employees; and
- (g) A representative from non-union employees.
- (h) Seven (7) representatives or an equal number of Employer representatives from the County Board including the County Clerk.

This Committee shall be empowered to research and analyze the existing coverage and benefits, as well as available plans, to recommend possible changes to the existing plan; additions to the existing plan; changes in insurance providers, and/or other cost containment measures. The Committee shall only make recommendations to modify the existing plan; change plans; and/or

make cost containment measures with a majority vote of the Committee. The Fulton County Board shall have the final authority to approve or disapprove such recommendations of the Health Insurance Committee.

Section 13.3 – Illinois Municipal Retirement Fund

Further, the Employer agrees to pay the Employer’s share of the IMRF contributions required for each employee.

Section 13.4 – Retiree Health Insurance

(a) Employees Hired Prior to December 1, 2023

Employees who have become entitled to a pension under the provisions of Illinois Municipal Retirement Fund (IMRF) and have at least ten (10) years of service with Fulton County at the time of retirement, shall be eligible to have the County pay the amount of the applicable premium for such insurance until the retiree and their spouse have attained the age of sixty-five (65) years.

Upon attaining the age of sixty-five (65) years, or such other age as Congress may subsequently determine for Medicare, this coverage shall terminate, and the retired employee shall make application to Medicare or its successor program. The County shall offer Medicare supplemental insurance through the County’s group insurance carrier. Retirees who elect to buy Medicare supplemental insurance through the County shall pay the same percentage as those retirees under the age of sixty-five (65) years.

(b) Employees Hired After November 30, 2023

- (i) Employees who have reached the minimum retirement age under the provisions of Illinois Municipal Retirement Fund (IMRF) and have at least twenty (20) years of service with Fulton County at the time of retirement, shall be eligible to have the County pay the applicable percentage of the premium for insurance for the retiree and their spouse at the time of retirement, if any, until the retiree has attained the age of sixty-five (65) years. The retiree shall be responsible for one hundred percent (100%) of the premium for any other dependents.
- (ii) Upon attaining the age of sixty-five (65) years, or such other age as Congress may subsequently determine for Medicare, this coverage shall terminate, and the retired employee shall make application to Medicare or its successor program. The County shall offer Medicare supplemental insurance through the County’s group insurance carrier. Retirees who elect to buy Medicare supplemental insurance through the County shall pay the same percentage as those retirees under the age of sixty-five (65) years based upon the retiree’s years of service with Fulton County.

- (iii) The retiree shall be responsible for sixty-seven percent (67%) of the premium for the person who was their spouse at the time of retirement, if any, until said spouse has attained the age of sixty-five (65) years.
- (iv) Once said spouse, if any, has attained the age of sixty-five (65) years, the County shall pay the applicable percentage of the premium based upon the retiree's years of service with Fulton County. The retiree shall be responsible for one hundred percent (100%) of the premium for any other dependents.
- (vii) The applicable percentages of the premiums for employees hired after November 30, 2023 to be paid by the County are attached to this Agreement as Appendix B.

(c) *Premiums*

Employee Premiums shall continue to be set by the Fulton County Board on a yearly basis.

ARTICLE XIV –GENERAL PROVISIONS

Section 14.1 – Bulletin Boards

The Employer agrees to provide one (1) bulletin board for the exclusive use of the Union. The board shall not be less than 24" x 24" in size and shall be easily accessible to all employees.

Section 14.2 – Mileage Allowance

If an employee is required to use his/her personal vehicle for work, they will receive mileage at the current rate at the time of travel as established by the Internal Revenue Service.

Section 14.3 – Labor/Management Committee Meetings

For the purpose of maintaining communications between labor and management, the Employer will meet with the employees, upon their request, once every three (3) months to discuss and resolve problems of mutual concern. The party requesting the meeting shall provide the other party with a list of items to be discussed at the meeting. The meetings shall be limited to no longer than two (2) hours and the size of the Union Committee shall be no more than three (3) individuals.

Section 14.4 – Union Activity During Working Hours

Provided it does not unreasonably interfere with the operation of the Employer and the duties of the employee, the employee shall, after giving appropriate notice to their supervisor, be allowed reasonable time off with pay during working hours to attend meetings which may arise as a result of this Agreement which are called or agreed to by the Employer, if such employees are entitled or required to participate in such meetings.

Section 14.5 – Vacancies

- (a) Notice of full-time and/or part-time vacancies and new positions shall be posted on all bulletin boards by the Employer for five (5) calendar days, but the Employer may fill such vacancies or new positions for a period not to exceed thirty (30) calendar days pending final selection of an applicant. Any employee desiring to fill

any such posted vacancy or new position, shall make application in writing. If there are two (2) or more applicants for a single vacancy or new position, it shall be filled by the most senior qualified employee.

- (b) If a Union employee elects to accept a management position, they have the right to return to their former position in the bargaining unit within thirty (30) days. During said thirty (30) day period, employee will continue to pay Union dues.
- (c) The Employer shall post a temporary vacancy to fill a position that will be vacant due to illness, temporary leave or other unexpected reason when the employee is expected to return to work. If it is determined that the employee will not be returning to work, the Employer shall repost the temporary position as a permanent position in accordance with the Agreement.
- (d) If an employee is hired from one department to another department and remains in the same pay grade, then the employee shall carry with them their Clayberg seniority for purposes of determining pay.

Section 14.6 – Uniform Allowance

(a) Uniform

Certain departments of the Employer may require that employees wear uniforms of a style and color specified by Administration. Uniforms are furnished as a condition of employment.

(b) Dress Code

The following represents the Dress Code for the Clayberg.

- (i) To the extent uniforms are required according to each classification, three (3) such uniforms will be provided to full-time employees upon initial employment by the Nursing Home, two (2) such uniforms for part time employees (PRN employees shall not be included).
- (ii) If the employee does not complete the four (4) month probationary period, the employee will reimburse the costs of uniforms to the Clayberg via deductions from their last paycheck or by returning issued uniforms to the Clayberg.
- (iii) After the initial issuance of uniforms an annual allowance of three hundred dollars (\$300.00) will be provided to each full-time employee or two hundred dollars (\$200.00) for part-time employees. The allowance credit shall be provided March 1 for those employees required to wear prescribed uniforms and each employee credited shall receive notice October 1 annually of any balance remaining for use before the end of February. The allowance will be in the form of a reimbursement. In order to receive the reimbursement, the employee must submit an itemized receipt to the Administrator. Unused allowances at the end of the year will carry over to

the next year. Any monies not used upon termination of employment will revert back to the Clayberg.

Section 14.7 – Personnel Policy Manual

When the Personnel Policy Manual and the Collective Bargaining Agreement are in conflict, the Collective Bargaining Agreement shall prevail. When there is no contract provision, the Personnel Policy effective upon signing of this agreement will prevail.

ARTICLE XV – SENIORITY

Section 15.1 – Definition

Except for vacation, pension and wages, seniority shall be defined as an employee's date of hire within their department. Vacation and pension seniority shall be from the date of first hire with the County based upon the most recent period of continuous service. For wages, seniority shall be from the date of first hire with the Clayberg based upon the most recent period of continuous service.

Section 15.2 – Probationary Employee

An employee is a probationary employee for their first four (4) months of employment. No matter concerning the discipline, layoff or termination of a probationary employee shall be subject to the grievance and arbitration procedures. At the request of the Union, however, the Employer, through a designated representative, shall discuss the termination of the probationary employee with the Union, provided the request is made within seventy-two (72) hours following the termination.

A probationary employee shall have no seniority, except as otherwise provided in this Agreement, until he or she has completed his or her probationary period. Upon the completion of the probationary period, seniority is acquired from the date of hire.

Section 15.3 – Termination

Seniority shall be terminated, and employee status will be lost when an employee:

- (a) voluntarily resigns
- (b) is discharged;
- (c) is laid off for a period of two (2) years;
- (d) Discretionary or General Leave for more than six (6) months;
- (e) Injury or sickness, one (1) year unless otherwise required by law; and/or
- (f) Worker's Compensation, eighteen (18) months.

ARTICLE XVI – LAYOFF AND RECALL

Section 16.1 – Layoff Procedures

- (a) All temporary and part-time employees shall be laid off prior to the layoff of any full-time bargaining unit employee.

- (b) Layoff shall be by position classification.
- (c) Employees in the appropriate layoff unit shall be laid off in inverse order of seniority.

Section 16.2 – Notice

The Employer shall notify the Union fourteen (14) calendar days in advance of a scheduled layoff. Such notice shall contain the details of the layoff with respect to the reasons for such layoff, the number of affected employees and the position classification(s).

Section 16.3 – Recall

- (a) When permanent vacancies occur within the position classification of any laid off employee, affected employees shall be recalled in accordance with seniority.
- (b) An employee in laid off status shall retain and accumulate seniority and continuous service during such layoff for a period of twenty-four (24) months.
- (c) The employee's right to recall shall exist for a period of twenty-four (24) months from the date of layoff. The employee shall be responsible for providing the Employer with an address where notice of recall is to be sent and shall lose recall rights when notice of recall by certified mail is returned undelivered or the employee fails to give notice accepting recall within five (5) calendar days of receipt of the recall notice or fails to report within fourteen (14) calendar days after accepting recall.

ARTICLE XVII – WAGES

Section 17.1 – Starting Wages

The starting wages are attached to this Agreement as Appendix "A" shall be considered a part of this Agreement.

Section 17.2 – Longevity

In addition to the hourly rates in Section 17.1, employees shall have the following increases added to their hourly in the anniversary date of the hiring with the Clayberg:

Years of Service	Longevity Added to Employee's Current Hourly Rate
After one (1) year	One and a half percent (1.50%)
After three (3) years	One and a half percent (1.50%)
After five (5) years	One and a half percent (1.50%)
After seven (7) years	One and a half percent (1.50%)
After nine (9) years	One and a half percent (1.50%)
After eleven (11) years	One percent (1.00%)
After thirteen (13) years	One percent (1.00%)
After fifteen (15) years	One percent (1.00%)
After seventeen (17) years	One percent (1.00%)
After nineteen (19) years	One percent (1.00%)
After twenty-one (21) years	One percent (1.00%)
After twenty-three (23) years	One percent (1.00%)
After twenty-five (25) years	One percent (1.00%)

Section 17.3 – Shift Differential

A shift differential of fifty cents (\$0.50) per hour shall be paid for shift hours worked between 2:00 p.m. and 6:00 a.m. There shall be no pyramiding of overtime or premium pay and no employee shall be paid more than once for any hours worked.

Section 17.4 – Retroactivity

All wage increases under this section shall be fully retroactive on all hours paid for current employees as of the execution of this Agreement. Retroactive wage increases shall be paid on a separate check.

ARTICLE XVIII – CHECKOFF

Section 18.1 – Deductions

The Employer shall honor employees' individually authorized deduction forms and shall make such deductions in the amounts certified by the Union for union dues, assessments, or fees; Union sponsored benefit programs and PEOPLE contributions. Authorized deductions shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deductions.

Request for any of the above deductions shall be made on a form(s) supplied by the Union. Deductions shall be remitted monthly to the Union at the address designated in writing to the Employer by the Union.

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with law. The aggregate deductions of all Employees and a list of their names and the last four (4) digits of employees' social security numbers shall be remitted semimonthly to the Union at the address/electronic mail designated in writing to the Employer by the Union. The list shall be provided by electronic mail in a format compatible with

Microsoft Excel. The Union shall advise the Employer of any increase in dues or other approved deductions in writing at least fifteen (15) days prior to its effective date.

The Employer shall honor employees' individually authorized deductions. Authorized deductions shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deduction.

The Union shall maintain accurate records of the voluntary deductions which have been authorized by represented employees and shall give the Employer timely notice of any changes in such authorizations, with the understanding that the Employer will promptly execute said changes in payroll deductions. The Employer will not cease voluntary deductions from a member unless required to do so by law, or so directed by an arbitrator, a court of competent jurisdiction, or upon request of the Union.

All inquiries about union membership shall be referred to the Union. If any bargaining unit member requests a change in membership/dues status, the bargaining unit employee will be directed to the Union.

The Union may communicate information about the Janus v. AFSCME case to bargaining unit members.

Section 18.2 – Indemnification

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

Section 18.3 – Availability of Cards

The Employer shall make available Union deduction cards to employees. Such cards shall be supplied by the Union.

Section 18.4 – Information Provided to Union

Each month, the County shall furnish Council 31 and the Local Union President with a seniority roster of all bargaining unit employees including job titles, department, job status and home address. The information shall be provided by electronic mail in a format compatible with Microsoft Excel.

Section 18.5 – Information Provided to Employer

On or before January 1st of each year, the Union shall furnish the Employer with names and addresses for all Union Representatives and Union Stewards.

Section 18.6 – Union Orientations

Each newly hired bargaining unit Employee shall, during the Employee's first or second day of employment, be scheduled at a time mutually agreeable to the parties for an orientation which shall be provided by the Union. The Union orientation period shall be thirty (30) minutes and shall take place during the Employee's regular working hours.

Section 18.7 – Employee Privacy

The Employers will not supply information in response to third party Freedom of Information Act (“FOIA”) requests, or similar such requests, which is “private information” exempt from required disclosure under FOIA.

Section 18.8 – Third-Party Notifications

The Employers commit to notify the Union of any such third-party requests for information within twenty-four (24) hours of receiving such requests. The Employers will prohibit the use of its email system by outside entities for the purpose of discouraging union membership.

ARTICLE XIX – DRUG POLICY

Section 19.1 – 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, cannabis, and alcohol. As the Employer, it has the right to expect its employees to report to work fit and able for duty. In order to further their goal of obtaining a drug, cannabis, and alcohol-free workplace, the Employer has decided to implement a drug and alcohol testing program which it believes will help reduce accidents and casualties in Employer’s workplace, discourage substance abuse and reduce absenteeism, accidents, health care costs and other drug and alcohol related problems. Finally, it believes this program will enhance the safety and health of our employees.

Section 19.2 – Prohibitions

The Employer prohibits the following conduct:

- (a) Consuming, possessing or being under the influence of alcohol, cannabis, or illegal drugs at any time during the workday or anywhere on any County premises or job sites, including all County buildings, properties, and/or vehicles while engaged in business on behalf of the Employer;
- (b) At any time illegally selling, purchasing, or delivering any illegal drug, cannabis, or alcohol.
- (c) Employee failure to report to their supervisor any known adverse side effects of medication or prescription drugs of which they have been prescribed, which shall for purposes of this Policy, be considered illegal use of drugs.

Section 19.3 – Drug and Alcohol Testing Permitted

- (a) Whenever the Employer or their designated representative has reasonable suspicion to believe an employee is under the influence of alcohol, cannabis, 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.
- (b) The Employer shall verbally explain the reason for suspicion at the time the employee is requested to submit to drug or alcohol testing. This shall not preclude

the Employer from investigating and discovering any additional evidence to present at any discipline hearing.

- (c) There shall be no random or unit-wide testing of employees except random testing of an individual employee as authorized in Section 19.10 hereinafter.
- (d) The foregoing shall not limit the right of the Employer to conduct such tests as it may deem appropriate for persons seeking employment with the Employer prior to their date of hire.

Section 19.4 – Substances Tested

(a) Controlled substances

Any drug test required by Employer pursuant to this policy will analyze an individual's urine to test for the presence of drugs identified in 720 ILCS 550/3(a) and 570 Article II. Any levels detected above those amounts described in Appendix C attached hereto and incorporated herein by reference shall conclusively deem the employee to be under the influence of a controlled substance or drug. After detection of a controlled substance by urine, a confirmatory test will be conducted by the Employer at their expense to determine the level of concentration in the employee's blood. Levels detected below those prescribed in Exhibit A shall not preclude the Employer from proving the employee has consumed or is under the influence of drugs.

(b) Alcohol

Any alcohol test required by the Employer pursuant to this policy will analyze an employee's breath to test for the presence of alcohol. The alcohol concentration of .02 or more based upon the grams of alcohol per 1,000 ml of blood shall be considered a positive test presumptively concluding the employee is under the influence of alcohol. Test levels below .02 shall not preclude the Employer from proving the employee has consumed or is under the influence of alcohol.

Section 19.5 – Order to Submit to Testing

The Employer shall verbally explain the reason for suspicion at the time the employee is requested to take the test. This shall not preclude the Employer from investigating and discovering any additional evidence to present at any discipline hearing. Once an employee is ordered to submit to testing as authorized by this Agreement, they must do so within thirty (30) minutes. The Employer shall be permitted to consult with a representative of the Union within thirty (30) minutes of the time the order is given. No questioning of the employee shall be conducted without first affording the employee the right to union representation and/or legal counsel of the employee's choice, whichever is applicable. Refusal to submit to such testing will subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he may have. Right to counsel and union representation shall not delay the time in which the employee must take the test requested. Orders to submit to testing for suspicion while driving shall be in accordance with this Policy and/or State law.

Section 19.6 – Place of Testing

Any employee required to be tested pursuant to this Section, will be transported to an appropriate collection facility or testing facility by the Employer or his designee (not a bargaining unit member) to await collection and testing. Any employee failing to cooperate with any of the procedures prescribed above will be subject to discipline.

Section 19.7 – Tests 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 accredited by the Substance Abuse and Mental Health Services Administration (SAMHSA);
- (b) Ensure that the laboratory or facility selected confirms to all SAMHSA standards;
- (c) Establish a chain of custody procedure for both sample collection and testing that will ensure the integrity of the identity of each sample and test result.
- (d) Collect a sufficient sample of the same body fluid or material from an employee to allow for initial screening, confirmatory test, and a sufficient amount to be set aside reserved for later testing if requested by the employee.
- (e) Collect samples in such a manner as to insure a high degree of security for the sample and its freedom from alteration.
- (f) 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 acceptable method that provides quantitative data about the detected drug or drug metabolites;
- (g) 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;
- (h) The labor or hospital will report all test results that indicate presence of any controlled substance, but only after the confirmatory test is made showing a positive level of drugs;
- (i) Provide each employee tested and the Union with a copy of all information and reports received by the Employer in connection with the testing and the results;
- (j) Provide that no employee will be the subject of any employment action that is without just cause. Any temporary reassignment, suspension or the like shall be immediately discontinued in the event of negative test results.

Section 19.8 – Right to Contest

The Union and/or the employee will have the right to file a grievance concerning any testing permitted by this agreement for the following reasons:

- (a) Contesting the basis for the order to submit to the tests;
- (b) The right to test;
- (c) The administration of the tests;
- (d) The significance and accuracy of the tests;
- (e) The consequences of the testing;
- (f) The results of the testing;
- (g) Any other alleged violation of this testing policy.

Such grievances shall be commenced at Step II of the grievance procedure.

Section 19.9 – Voluntary Request for Assistance

Except for employees who test positive for illegal use of drugs at any level, the Employer, for first occurrences, shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol problem. The Employer may require reassignment of the employee with pay if they are then unfit for duty as determined by the sole discretion of the Employer for those departments in their current assignment or suspend them without pay if they are then unfit for duty as determined in the sole discretion of the Employer. All such requests shall be confidential to the fullest extent permitted by law and shall not be used in any manner adverse to the employee's interest except as required for disciplinary action against the employees of the Clayberg. All requests and testing with positive test results shall be included in the employee's file for future disciplinary consideration, without limitation as to its use.

Section 19.10 – Continued Employment

Any employee who tests positive for alcohol or who voluntarily takes treatment for alcohol dependency shall be subject to periodic, random or reasonable suspicion drug testing, as a condition of continued employment should they remain in the employment of Employer for up to a period of twelve (12) months after the positive test. The same shall apply in the event the Employer decides to keep an employee who tests positive for any illegal use of drugs. Continued employment will also be conditioned upon the employee successfully completing any counseling which may be recommended by the Employee Assistance Program or the Employer as part of a program to seek the appropriate treatment as determined by any physicians involved.

Section 19.11 – Discipline

Discipline of employees who test positive for drug or alcohol shall be subject to discipline pursuant to the terms of Article V of this Agreement.

ARTICLE XX – SAVINGS CLAUSE

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any Court of competent jurisdiction, or under any applicable Federal or State law, such decision shall apply only to the specific Article, Section or portion thereof specified. Upon issuance of the applicable law or decision the Employer and the Union agree to immediately negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE XXI – DURATION

This Agreement shall be in full force and effect from December 1, 2022 through November 30, 2026, and shall remain in full force and effect from year-to-year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

It is further provided that when no such cancellation or termination notice is served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least one hundred eighty (180) days prior to November 30, 2026, or November 30th of any subsequent contract year, advising that such party desires to continue this Agreement but also desires to revise or change terms and conditions of such Agreement.

It shall be understood that the provisions of this Agreement may be modified at any time upon mutual agreement of the parties, provided that all such mutual amendments shall be in writing and signed by authorized representatives of the parties to be binding.

Executed this ____ day of _____ 2024.

FULTON COUNTY BOARD

BY: John Spangler

DATE: 3/4/2024

AFSCME COUNCIL 31

BY: [Signature]

DATE: 2/27/2024

LOCAL 3433 PRESIDENT

BY: [Signature]

DATE: 2-29-24

LOCAL 3433 BARGAINING COMMITTEE

BY: Mercedes Ellis

DATE: 2/29/24

BY: Rebecca May

DATE: 2/29/24

BY: [Signature]

DATE: 2/29/24

BY: Becky Wilson

DATE: 2/29/24

Sheila Tompkins

2-29-24

APPENDIX A – STARTING PAY

Job Titles	12/1/2022	12/1/2023	12/1/2024	12/1/2025
		2.75%	2.75%	2.75%
Activity Aides				
Hostess				
Housekeepers	\$16.00	\$16.44	\$16.89	\$17.36
Tray Tech				
Medical Records				
Rehab	\$17.00	\$17.47	\$17.95	\$18.44
Cooks				
Maintenance	\$18.00	\$18.50	\$19.00	\$19.53
Certified Nursing Assistant	\$19.92	\$21.00	\$21.58	\$22.17
Activity Director				
Dietary Manager	\$22.00	\$22.61	\$23.23	\$23.87
Housekeeping Supervisor				
Maintenance Director				
Social Services Director	\$24.00	\$24.66	\$25.34	\$26.03
Licensed Practical Nurse	\$28.06	\$32.50	\$33.39	\$34.31
Care Plan Coordinator	\$33.50	\$34.42	\$35.37	\$36.34

APPENDIX B – PAID RETIREE HEALTH INSURANCE PREMIUM FOR EMPLOYEES HIRED AFTER NOVEMBER 30, 2023

IMRF Tier	Age at Retirement	Years of Service with Fulton County at Age of Retirement	Percentage of Premium Paid by County			Percentage of Premium Paid by the Retiree		
			Retiree	Spouse	Other Dependents	Retiree	Spouse	Other Dependents
Tier 1	55-64	30+	67%	33%	0%	33%	67%	100%
		25 - 29	50%			50%		
		20 - 24	33%			67%		
Tier 2	62-64	30+	67%	33%	0%	33%	67%	100%
		25 - 29	50%			50%		
		20 - 24	33%			67%		
Retirees Over Age 65								
Medicare Supplement		30+	67%	67%	0%	33%	33%	100%
		25 - 29	50%			50%		
		20 - 24	33%			67%		

APPENDIX C – DRUG TESTING LEVELS

Concentration of a drug at or above the levels established by SAMHSA shall be considered a positive test result when using the initial immunoassay drug screening test. At the present time, those levels are:

INITIAL TEST	Level (ng/ml)¹
Marijuana metabolite:	50
Cocaine metabolite:	300
Opiate metabolite:	300*
Phencyclidine:	25
Amphetamines:	1,000

¹ Nanogram/Milliliter

* 25 ng/ml if immunoassay-specific for free morphine

Concentration of a drug at or above the levels established by SAMHSA for confirmatory tests shall be considered a positive test result when performing a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test on a urine specimen that tested positive using a technologically different initial screening method:

CONFIRMATORY TEST	Level (ng/ml)¹
Marijuana metabolite:	15*
Cocaine metabolite:	150**
Opiates:	
Morphine:	300+
Codeine:	300+
Phencyclidine:	25
Amphetamines:	
Amphetamines:	500
Methamphetamine	500

¹ Nanogram/Milliliter

* Delta-9-tetrahydrocannabinol-9-carboxylic acid

** Benzoylcegonine

+ 25 ng/ml if immunoassay-specific for free morphine