

LABOR AGREEMENT
BETWEEN
PEORIA COUNTY
AND
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNION 21

AGREEMENT

This Agreement has been made and entered into by and between the Peoria County (hereinafter referred to as the "Employer") and the International Brotherhood of Electrical Workers, Local 21, (hereinafter referred to as the "Union") or collectively as "The Parties." Inasmuch as the parties desire to establish and to set forth in writing the terms and conditions under which the Employees shall work during the term of this Agreement to secure harmonious cooperation in the relations between the Parties, and to provide means for the peaceful settlement of disputes, it is agreed as contained herein.

Effective June 22, 2017 through December 31, 2018

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EMPLOYER — UNION RELATIONSHIP

The Employer and the Union recognize that it is in the best interest of both Parties, the employees and the public that all dealings between them be, and continue to be, characterized by mutual responsibility and respect. To insure that this relationship continues and improves, the Employer and the Union, and their respective representatives at all levels, shall apply the terms of this Agreement fairly, in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees in the Unit. Each party shall bring to the attention of all employees in the Unit; including new hires that their purpose is to conduct themselves in a spirit of responsibility and respect for the measures they have agreed upon to insure adherence to this purpose.

PREAMBLE

In as much as the Parties desire to establish and to set forth in writing the terms under which the regular full time, regular part time and temporary employees shall work during the term of this Agreement, to secure harmonious cooperation in the relations between the Parties, and to provide means for the peaceful settlement of disputes 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 collectively bargain with respect to wages, hours of employment, benefits, and working conditions, and to provide for the prompt and equitable resolution of disputes, the parties agree as follows:

ARTICLE I

RECOGNITION

1.01 The Employer recognizes the Union as the exclusive representative of all regular full-time, regular part-time and temporary employees at Heddington Oaks, in the following:

<u>Job Classifications</u>	<u>Wage Grade</u>	<u>Starting Wage</u>
Environmental Service Janitor	2	\$8.37
Environmental Technician I	2	\$8.37
Food Service Janitor	2	\$8.37
Laundry Technician	2	\$8.37
Food Service Assistant I	4	\$9.94
Food Service Assistant II	5	\$10.73
Central Supply Clerk	5	\$10.73
Environmental Technician II	5	\$10.73
Certified Nurse Assistant	6	\$11.69
Food Service Assistant III	6	\$11.69
Medical Records	6	\$11.69
Restorative Aide	6	\$11.69
Activity Assistant	7	\$12.43
Social Service Assistant	8	\$13.22
Licensed Practical Nurse	9	\$19.80
Physicians Nurse	9	\$19.80
Treatment Nurse	9	\$19.80

but excluding all managerial, supervisory, confidential and all other employees at Heddington Oaks. This representation is for the purpose of establishing wages, hours, benefits, working conditions, and other conditions of employment.

ARTICLE II

CHECK OFF AND FAIR SHARE

2.1 The Employer agrees to deduct Union dues from the pay of each bargaining unit employee from whom it has received written authorization to do so. The amounts to be deducted shall be certified to the employer by a representative of the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement, to the representative by the fifteenth of the succeeding month, after such deductions are made.

2.2 All bargaining unit employees who are not members of the Union and who do not become members of the Union within thirty (30) days of the effective date of this Agreement or of their date of employment, whichever is the later, and continuing during the term of this Agreement, so long thereafter as they are not members of the Union, shall pay to the Union each month their "Fair Share" of the Union's costs of the collective bargaining process, contract administration and pursuing matters affecting employee wages, hours and other conditions of employment which are chargeable to non-members in accordance with Section 6 (e) - (g) of the Illinois Public Labor Relations Act:

Such fair share payment by non-members shall be deducted by the Employer from the earnings of the non-member full-time employees and remitted to the Union, provided, however, that the Union shall certify to the Employer the amount constituting said fair share, not exceeding the dues uniformly required of members of the Union, and shall certify that said amount constitutes the non-members proportionate share of the Union's costs of the collective bargaining process, contract administration and pursuing matters affecting employee wages, hours and other conditions of employment.

2.3 The Employer shall be relieved from making the above deductions upon termination of employment, transfer from the bargaining unit, revocation of the authorization or termination of this Agreement. The Employer shall not be obligated to deduct dues from an employee's pay during any month in which the employee's pay is less than the amount to be deducted.

2.4 Employees who are members of a church or religious body having a bona fide religious tenet or teaching which prohibits the payment of a fair share contribution to a union shall be required to pay an amount equal to their fair share of Union dues, as described in Section 4 to a non-religious charitable organization mutually agreed upon by the Union and the affected employees as set forth in Section 6 (g) of the Illinois Public Labor Relations Act. The Employee will be required to furnish written receipt of the Union on a monthly basis verifying that such payment has been made.

2.5 The only obligation of the Employer is to deduct and remit the certified amounts to the Union. The Employer shall bear no obligation or liability to the Union or any employee for any mistakes made in compliance with said obligation. The Union shall indemnify, defend, and hold harmless the Employer, its Officers, Agents, and Employees from and against any and all claims, demands, actions, complaints, suits, or any other forms of liability that shall arise out of or by reason of any action by the Employer for the purpose of complying with this Article or in reliance upon any list, form notice, certification, or assignment furnished pursuant to the provision hereof.

ARTICLE III

EMPLOYER AUTHORITY

3.1 Except as expressly limited by other provisions of this Agreement it is recognized by both parties that the Employer shall retain rights and authority necessary to operate and direct all the affairs of the department, including but not limited to, directing the work force; controlling all operations and services; determining the methods, means, organization and number of personnel by which operations and services are to be conducted; changing or eliminating equipment or facilities; and taking whatever actions may be necessary to carry out the missions of the employer in emergencies.



ARTICLE IV

NO STRIKE OR LOCKOUT

4.1 During the term of this Agreement, neither the Union, its representatives, nor any employee covered by this Agreement will instigate, promote, engage in, or condone any strike, work stoppage or slowdown.

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



ARTICLE V

SENIORITY

5.1 Seniority shall be defined as an employee's length of continuous employment within the bargaining unit since his last date of hire as a regular employee, regardless of job title. Under this definition the last employee hired within a classification shall be the first laid off. Where two or more employees have the same hire date, the employee with the lowest last four digits of the social security shall be considered the most senior. If two or more employees have the same last four digits, the middle two digits of the social security number will determine seniority. If the numbers are identical to this point, the employees will be arranged alphabetically by last name.

(A) Regular full-time seniority is defined as the employee's length of continuous service since his last date of hire as a full-time employee.

(B) Regular part-time employees are those who are permanently employed on a less than 35 hour per week work schedule on an ongoing basis. Regular part-time seniority is defined as the employee's length of continuous service since his last date of hire as a part-time employee. Part-time employees shall be accorded benefits as other part-time employees of the Employer.

(C) Temporary Employees are employees who are limited to 30 hours per week or less. The union understands that occasionally a temporary employee may work in excess of 30 hours weekly. Temporary employees shall receive no benefits, except as it relates by law. Temporary employees will receive seniority in the same manner as regular employees.

All full-time employees shall be considered to have greater seniority than any part-time employee for purposes of this agreement.

The employer will also notify the union of any change in employment status; i.e. full-time to part-time employee, part-time to full-time employee, full-time/part-time to temporary employee and vice versa.

5.2 Any employee hired shall be in "Initial Employment" status and shall have no seniority until he has completed his "Initial Employment" period. The length of an employee's "Initial Employment" period shall be six (6) months. Employees in "Initial Employment" status may be discharged with or without cause, and for such discharge, shall not have recourse to the grievance procedure. The employee who is in the initial employment phase shall be allowed to use the grievance procedure for all other disputes without retaliation from the employer. Any grievance that was initiated prior to the discharge of an employee will be allowed to advance through the 3rd step of the grievance procedure. Upon completion of the period of this status the employee shall have seniority from the date of his last hire date. The "Initial Employment" period may be extended by mutual agreement of the Employer and the Union.

5.3 The Employer will post a seniority list of bargaining unit employees' semi annually and will notify the union steward of such posting. Employees will be notified of the posting with their paychecks. Any complaints regarding seniority dates must be made in written form to the Employer within fifteen (15) days after the list is posted. Otherwise, the Employer is not responsible for any error in the seniority date listings. Employees will be notified when this list is to be posted. Upon request, a current list will be sent to the Union or given to the Union Representative.

5.4 An employee shall break seniority and his employment with the Employer shall be considered terminated for all purposes if:

- (1) The employee quits.
- (2) The employee is discharged for just cause.
- (3) The employee who is laid off fails to respond within a period of five (5) working days after being recalled by certified letter sent to the last known address as shown on the records of the Employer. Employees who are returning to work will be allowed to give adequate notice to any existing employer up to two (2) weeks.
- (4) The employee fails to report for work at the termination of leave of absence.
- (5) The employee is laid off for more than two (2) years.
- (6) The employee retires under the term of the retirement plan.
- (7) The employee is absent for three (3) consecutive work days without proper notification and authorization unless the employee's failure to provide proper notice is beyond the employee's control.
- (8) The employee is absent from work for any reason other than layoff or for Worker's Compensation injury for a period equal to the lesser of two (2) years or the employee's seniority at the time the absence began.

An employee off on Worker's Compensation shall have his seniority terminated where the absence exceeds two (2) years.

5.5 When an employee is promoted to an exempt position or transferred from a bargaining unit I.B.E.W. LU 21 represented job to a position outside the unit, his/her seniority status shall be frozen as of the date of promotion or transfer. If he/she is transferred back to the bargaining unit I.B.E.W. LU 21 represented, he/she shall be entitled to a job in accordance with such accumulated seniority and ability as if he/she had been laid off. An employee who is employed by the facility originally in a supervisory position outside the bargaining unit shall not accumulate seniority while working as a supervisor.

ARTICLE VI

JOB OPENINGS

6.1 When an opening occurs, the Employer shall give written notices of all available vacancies by posting upon an appropriate bulletin board a dated and timed notice that a job vacancy exists, setting forth therein the job category and schedule of work hours. This notice shall be posted for seven (7) calendar days but during these seven (7) calendar days the employer may temporarily assign any employee to fill the vacancy. A copy of these notices will also be provided to the Union. The Employer, at the end of this posting period, may elect to fill it from within the bargaining unit by promotion, reassignment or shift change, or may elect to fill it by a new hire or transfer from outside the bargaining unit. The Employer will make every attempt to fill a vacancy with qualified personnel within the bargaining unit, but may go outside the bargaining unit if necessary to fill the vacancy.

6.2 Notice of openings which are to be permanently filled by promotion, shift change, or reassignment, shall be placed on the bulletin board for one week.

6.3 For purpose of this Article, an opening consists of a set of duties in a job classification with a definite work schedule.

6.4 In the event an opening is filled by promotion, bidding employees shall be considered on the basis of their qualifications and performance. When qualifications and performances are relatively equal, the bidding employee with the greatest seniority shall be the one eligible for promotion.

6.5 Before an opening is filled by promotion, the seniority of the bidding employee selected under Section 6.4 shall be compared with the seniority of qualified employees who bid to fill the opening by reassignment or shift change. The selection will then be made on the basis of seniority.

6.6 (A) For employees hired after the signing date of this contract, the Employer may temporarily assign an employee to perform all or a portion of the duties of a higher pay classification. If an employee is temporarily assigned to spend half the work day or more performing duties of a higher pay classification, the employee shall be paid at the minimum of the new wage grade or may receive a five (5) % increase in pay for one grade, whichever is to the employee's advantage. An employee who has been temporarily assigned no less than two wage grades shall receive the minimum of the new wage grade or may receive a ten (10) % increase in pay, whichever is to the employee's advantage. However, in order to be eligible for such temporary assignment pay, the employee must be directed to perform or be held accountable for the duties which distinguish the higher-rated classification from the classification the employee normally occupies. Such temporary assignments will generally be less than sixty (60) days duration. The employer may only extend this sixty day period if necessary for operational purposes in order to comply with either State or Federal law, or rules and regulations adopted by a State or Federal Agency. This sixty (60) day duration may be extended by mutual agreement of the parties. The Employer agrees to act diligently and in good faith to obtain personnel to permanently fill the duties of the higher pay classification within this sixty (60) day

period. If the employer is unable to permanently fill the position by the end of this sixty (60) day period, the employer may extend this sixty (60) day period if necessary for operational purposes in order to comply with either State or Federal law, or rules and regulations adopted by a State or Federal Agency.

(B) For employees hired prior to the signing date of this contract, the Employer may temporarily assign an employee to perform all or a portion of the duties of a higher wage classification. If an employee is temporarily assigned to spend half the work day or more performing duties of a higher classification, the employee shall be paid a 10% premium of his regular pay. However, in order to be eligible for such temporary assignment pay, the employee must be directed to perform or be held accountable for the duties which distinguish the higher rated classification from the classification the employee normally occupies. The employer may only extend this sixty (60) day period if necessary for operational purposes in order to comply with either State or Federal laws, or rules and regulations adopted by a State or Federal Agency. This sixty (60) day duration may be extended by mutual agreement of the parties. If the employer is unable to permanently fill the position by the end of this sixty (60) day period, the employer may extend this sixty (60) day period if necessary for operational purposes in order to comply with either State or Federal law, or rules and regulations adopted by a State or Federal Agency.

(C) If the assignment is extended beyond the original sixty (60) days, the employee will be paid at the higher wage grade for all holidays off until the assignment ends.

6.7 As used in this Article VI:

(A) "Promotion" means the movement of an employee from one job classification to a job opening with a different job classification in a higher wage grade.

(B) "Reassignment/Shift Change" means the assignment and/or shift change of an employee from one classification to an opening in another or same classification in the same wage grade.

(C) "Demotion" means the movement of an employee from one job classification to a job opening with a different classification in a lower wage grade.

6.8 An employee may request transfer to a different position of a lower wage grade due to preference in shift, duties, etc. All such requests shall be subject to department head approval.

The Employee's wage will be adjusted to the same relative position in the lower wage grade as held in the higher wage grade.

6.9 The employer will notify the Union of all new hires into the bargaining unit including probationary employees (those within the "Initial Employment Period.")

ARTICLE VII

LAYOFF

7.1 Where any condition arises that reduces the work force to the extent that a layoff(s) is contemplated, the Employer agrees to inform the Union of the layoff(s) prior to notification to the employees. Employees subject to layoff shall be given no less than twenty (20) calendar days notice of such layoff, or the employee will receive twenty (20) days pay. Employees shall generally be laid off in inverse order of seniority.

7.2 During a reduction in force, if it becomes necessary to assign an employee to a different job or shift, efforts will be made to place such employee in the below listed order provided the employee has the physical qualification, knowledge, and ability to perform the work without being trained.

1. He will displace the least senior employee in the same job classification on the same shift.
2. If not placed under (1), he will displace the least senior employee in the same job classification on any shift.
3. If an employee cannot be retained in the same job classification, he will be assigned to the highest rated job that he can perform. In being so assigned, he will displace the employee in that classification with the least seniority. Upon being so placed, the employee's pay shall be in the same relative position in the wage range of the new classification as it was in his original classification.
4. If he cannot be placed under 1, 2, or 3 above, he shall be laid off.

7.3 In the event of layoff, the last to be laid off will be those staff directly responsible for providing resident care services, as identified by the Illinois Administrative Code, 77 Ill. Admin. Code §300.610(c) (2).

7.4 EFFECTS OF LAYOFF - During the period of time that non-probationary employees have recall rights as specified above, the following provisions shall be applicable to any non-probationary employees who are laid off by Heddington Oaks.

1. An employee shall be paid for any earned but unused vacation hours and personal hours.
 2. If a laid off employee is covered under the Peoria County Employee Health Plan, coverage shall automatically terminate upon the earliest of the 15th or the last day of the month. The employee shall have the right to maintain insurance coverage according to State and Federal COBRA laws.
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ARTICLE VIII

RECALL

8.1 When vacancies occur within the job classification of any laid-off employee, laid-off employees shall be recalled in accordance with seniority subject to their ability to perform the work without being trained.

8.2 A laid-off employee shall retain seniority for a period of two (2) years from the date of lay-off.

8.3 The employee's right to recall shall exist for a period of two (2) years from the date of the lay-off.

8.4 Prior to filling a job by new hire, full consideration will be given to filling a job with a laid-off employee who has the minimal qualifications but will require training.



ARTICLE IX

GRIEVANCE PROCEDURE

9.1 It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the following steps. A grievance is any dispute or difference of opinion raised by an employee or the Union against the Employer involving the meaning, interpretation or application of the provisions of this Agreement.

9.2 Any individual employee or group of employees shall have the right to present grievances to the Employer and such grievances may be settled without the intervention of the Union, so long as the settlement is not inconsistent with the terms of this Agreement and provided that the Union has been given an opportunity to be present at such settlement. After an employee has referred a grievance to the Union and the Union representative has so informed the Employer that the Union represents that employee, the Employer shall not discuss or settle such grievance directly with said employee initiating the grievance unless the Union representative is given an opportunity to be present.

9.3 STEP ONE: The Union representative with or without the employee, or the employee on their own, may take up a grievance with the employee's immediate supervisor within (15) working days of its occurrence, or circumstances giving rise to a grievance, or when first known by grievant. The supervisor shall then respond orally and in writing with the Union Representative that presented the grievance within fifteen (15) working days (Monday thru Friday) after such discussion.

STEP TWO: If not resolved in Step One, the grievance shall be reduced to writing and presented both orally and in writing by the Union Representative to the Heddington Oaks Administrator within fifteen (15) working days after receipt of the answer from step one. The Administrator shall then render a decision orally and in writing to the Union Representative that presented the grievance within fifteen (15) working days of the meeting.

STEP THREE: If not resolved in Step Two, the grievance may be submitted by the Union Representative in writing to the office of the County Administrator within thirty (30) working days after receipt of the Step Two response. The parties will meet at a mutually agreeable time to discuss and attempt to resolve the grievance. The Employer shall give the Union Representative an oral and written answer within fifteen (15) working days of the Step Three meeting.

9.4 At every step of the grievance procedure, the Union representative shall set for the identity of the aggrieved employee involved, the statement of the act or occurrence complained of and the date thereof, the provision of this Agreement alleged to have been violated, and the remedy requested.

9.5 Where no decision by the Employer is received by the Union within the time period described herein, the grievance shall be considered denied by the Employer. The Union may then appeal the grievance to the next step of the grievance procedure.

The time limits at any step or for any hearing may be extended by mutual agreement of the parties at that particular step. Such mutual agreements shall be in writing, signed by the representatives of the parties, or by email provided both parties give positive responses.

(a) By mutual written agreement of the Employer and the Employee and signed by representative of both parties, grievances may be filed at the appropriate advanced step. Grievances may be withdrawn at any time by agreement of the parties. If the parties agree in writing, the withdrawal of a grievance shall set no precedent for future practices or grievances.

(b) The Union may request from the Employer copies of specific documents relative to the grievance under consideration. Such request shall not be denied so long as the request is made in a timely way giving the employer reasonable time to locate and copy said documents.

In no event shall any step of the grievance procedure be omitted or bypassed unless agreed to as above in 9.5(a).

9.6 Wherever specific titles are used for Employer representatives in this Section, it is understood that these representatives may delegate, in writing, their authority to others who have the authorization to make decisions as delegated by the Heddington Oaks Administrator.

9.7 Attendance at grievance meetings with the employer, which occur during the employee's regular working hours, shall not result in loss of pay for the employee. Grievances shall be processed with the least possible interference of work operations.

9.8 The failure of any employee to submit his or her grievance within the time limits prescribed herein shall be treated as a withdrawn grievance. After signatures are received by the Department Head (at the 1st step) or the Administrator (at the 2nd step) failure of the employer to schedule a meeting within the time limits prescribed herein shall be treated as an abandonment of the position taken by the employer.

9.9 The Employer and the Union shall keep each other informed regarding the personnel who are authorized to represent them in grievance investigations. The Employer and the Union agree not to interfere with each others investigations.

ARTICLE X

MEDIATION

- 10.1 1. After the Employer has given its answer in the final step of the grievance procedure, either party may request mediation of the grievance.
 2. The party desiring mediation shall notify the other party in writing of such desire within thirty (30) days after the Employer gives its Final step answer.
 3. The Employer shall then promptly notify the mediation office of the grievance referral. The mediation conference with respect to particular grievance shall be scheduled in the order in which the grievance is appealed to mediation.
 4. The grievant shall have the right to be present at the mediation conference.
 5. There shall be one person from each party designated as spokesman at the mediation conference.
 6. Written material presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference, except that the mediator may retain one copy of the written grievance to be used solely for the purposes of statistical analysis.
 7. The mediator shall provide the parties with an immediate oral advisory decision with respect to any grievance involving the interpretation or application of the collective bargaining agreement, together with the reasons for his or her decision, unless both parties agree that no decision shall be provided. The authority of the mediator is limited to an advisory decision interpreting applying the provisions of the collective bargaining agreement. If the grievance referred to the mediator does not involve the interpretation or application of the collective bargaining agreement, the mediator shall so advise the parties and terminate the mediation proceedings.
 8. In the event that a grievance which has been mediated is appealed to arbitration, no person serving as mediator between these parties may serve as arbitrator, nor may any such person be placed on any panel from which an arbitrator is to be selected by the parties. In the arbitration proceedings there shall be no reference to the fact that a mediation conference was or was not held and there shall be no reference to or use made of any statement, oral or written, or things done at the mediation conference. The advisory decision of the mediator shall not constitute a precedent unless the parties otherwise agree.
 9. If no settlement is reached at mediation, the grievance shall be returned to the final step representatives of the parties.
 10. The fees and expenses of the mediator and the mediation office shall be shared equally by the parties.
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ARTICLE XI

ARBITRATION

11.1 If the grievance involving the interpretation, application, or alleged violation of the Agreement is not settled as here in before provided, it may be appealed to Arbitration. The Notice of Appeal to Arbitration shall be submitted by the Union to the County Administrator's Office within thirty (30) days either after the Employer's written answer in the final step of the grievance procedure or, of mediation was invoked, within thirty (30) days after termination of the mediation conference. Otherwise, the grievance shall be considered settled.

11.2 If, in accordance with the above procedure, the grievance is appealed to arbitration, representatives of the Employer and the Union shall meet to select an arbitrator. If the parties are unable to agree on an arbitrator within ten (10) working days after the meeting, the parties shall request the Federal Mediation and Conciliation Service or the Illinois State Labor Relations Board to submit a list of seven (7) arbitrators. The parties shall alternately strike the names of three arbitrators, taking turns as to the first strike. 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. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union requesting that he 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 where mutually agreed by the parties. Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator.

11.3 The employer or Union shall have the right to request and the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses.

11.4 Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question of arbitrability. Once a determination is made that the matter is arbitral or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute. The arbitrator shall neither amend, modify, nullify, ignore, add nor subtract from the provisions of this Agreement.

11.5 The expenses and fees of the arbitrator and the cost of the hearing room shall be shared equally by the parties.

11.6 The decision and award of the arbitrator shall be final and binding on the Employer, the Union, and the employee or employees involved.

ARTICLE XII

UNION RIGHTS

12.1 Upon receiving approval of the Heddington Oaks Administrator or the Employer designee, a local union representative, or an IBEW staff representative shall have reasonable access to personnel at Heddington Oaks. Such visits shall be to investigate grievances or meet with Employer representatives. Such visits shall not substantially interfere with work operations. Approval by the Administrator shall not be unreasonably denied or delayed.

12.2 Upon approval of his immediate supervisor, reasonable time spent in grievance investigation by a union representative during regular working hours shall not result in loss of pay for the representative. Such investigations shall not substantially interfere with work operations.

12.3 Local Union representatives, shall be allowed time off without pay for Union business such as Union meetings, Union committee meetings, or State or International conventions, provided such representative gives reasonable prior notice to his supervisor. If more than two Local Union representatives on the same shift desire such time off, arrangements must be made well in advance with the Heddington Oaks Administrator.

12.4 The employer agrees to furnish a suitable bulletin board in a convenient place. Posting to the bulletin board shall be limited to official notices and bulletins of the Union.

12.5 Each new employee shall be allowed thirty (30) minutes with the local union representative to confer with employee during the Employee Orientation Program.

12.6 Local Union representatives shall be excused from their regularly scheduled work hours during times in which negotiations between the parties occur at the facility. In the event meetings are suspended in the a.m. hours, employees are expected to return to their normal work activities. No more than five (5) bargaining unit employees shall be in attendance at meetings. Meeting times shall be held during normal working hours.

Employees attending such meetings must notify their supervisors at least 24 hours in advance in writing.

ARTICLE XIII

DISCIPLINARY ACTION

13.1 The right of the Employer to discipline employees for proper cause is hereby recognized. Such discipline may take the form of an oral warning, a written warning , and a suspension without pay or discharge; depending on the seriousness of the offense and the facts and circumstances involved in each case.

Within 5 working days (Monday thru Friday) of becoming aware of an act or omission related to performance and within 10 calendar days of becoming aware of an act or omission related to attendance for which discipline may occur, the employer will notify the employee that a potential disciplinary action may occur. Any discipline imposed upon an employee shall be done in a manner that will not embarrass the employee.

13.2 In the event the Employer suspends any employee, the Employer shall notify the employee's Chief Steward or Business Representative as soon as practicable, but no later than the close of the next business day, and review the reason(s) for the suspension.

13.3 Prior to the discharge of an employee, the employer shall notify the Chief Steward or Business Representative of the contemplated action and meet with him/her to provide the reason. The Union Representative shall be given the opportunity to respond to the charges.

13.4 Consistent with the tenets of corrective and progressive discipline, Heddington Oaks employees are expected to be aware of, and follow all applicable Federal, State and local Rules and Regulations governing the operations of Long Term Care Facilities, and will be subject to disciplinary action where they fail to follow them.

The Employer will endeavor to provide employees with orientation through continual in-service training with respect to all applicable Federal, State, and local Rules and Regulations governing the operations of Long term Care Facilities.

13.5 Oral and/or written reprimands or other disciplinary measures will not be used as a basis for additional progressive disciplinary actions after 15 months so long as no further oral or written reprimands or other disciplinary measures occurred during this 15 month period.

13.6 The Employer and the Union agree that discipline shall be administered according to a two (2) track system. One (1) track is for attendance tardiness and one (I) track is for performance.

ARTICLE XIV

WORK SCHEDULES

14.1 The Heddington Oaks Administrator shall establish the scheduled starting and quitting times for the Heddington Oaks employees according to the statutory, regulatory and operational requirements of the facility.

The hours in effect at the time of signing of this contract follow below.

Where the employer determines the below schedules need to be changed he/she will discuss, and review with the Union Representative the data used in this decision prior to implementation. Should the Union and the Employer be unable to resolve any differences or concerns regarding this issue, the matter may be referred through the grievance procedure. The employer reserves the right to implement the work schedule changes while the grievance is being processed.

When the changes have been implemented, preference shall be on a seniority basis in groups of employees with the same Job Classification.

Work schedules shall be posted at least five (5) days prior to the start of the work period. If the employer makes a change in the work schedule of an individual employee, two (2) weeks notice of the change in the work schedule of the individual employee shall be given by the employer to the employee, except in emergencies. There is no guarantee that all shifts/hours in this agreement will be filled.

(a) With a thirty (30) minute unpaid lunch

LPN's

1st Shift 6:00 a.m. to 2:30 p.m.

6:00 a.m. to 4:30 p.m.

2nd Shift 2:00 p.m. to 10:30 p.m.

3rd Shift 10:30 p.m. to 6:30 a.m.

4 day x 10 hour Shift*

4 day x 9 hour + 4 hour Shift*

3 day x 12 hour Shift*

2 days x 16 hours + 1 day x 8 hours*

TREATMENT NURSE

4:30 a.m. to 1:00 p.m. Monday thru Friday

PHYSICIAN NURSE

4:00 a.m. to 12:30 p.m. Monday thru Friday

Medical Records

7:00 a.m. to 3:30 p.m.

CNA's

1st Shift 5:30 a.m. to 2:00 p.m.

6:00 a.m. to 2:30 p.m.

2nd Shift 2:00 p.m. to 10:30 p.m.

3rd Shift 10:00 p.m. to 6:30 a.m.

4 day x 10 hour Shift*

4 day x 9 hour + 4 hour Shift*

3 day x 12 hour Shift*

2 days x 16 hours + 1 day x 8 hours*

HOUSEKEEPING

7:00 a.m. to 3:30 p.m.

9:00 a.m. to 5:30 p.m.

SOCIAL SERVICES

7:00 a.m. to 3:30 p.m.

8:00 a.m. to 4:30 p.m.

JANITORS

6:30 a.m. to 3:00 p.m.

7:30 a.m. to 4:00 p.m.

LAUNDRY

5:30 a.m. to 2:00 p.m.

7:00 a.m. to 3:30 p.m.

9:00 a.m. to 5:30 p.m.

ACTIVITY

7:00 a.m. to 3:30 p.m.

8:00 a.m. to 4:30 p.m.

12:30 p.m. to 8:30 p.m.

CENIRAL SUPPLY

6:30 a.m. to 3:00 p.m.

REHABILITATION

7:00 a.m. to 3:30 p.m.

KITCHEN

1st Shift 4:30 a.m. to 1:00 p.m.

5:30 a.m. to 2:00 p.m.

8:30 a.m. to 5:00 p.m.

2nd Shift 11:30 a.m. to 8:00 p.m.

12 Noon to 8:30 p.m.

**** These shifts are strictly voluntary.***

(b) Any employee hired prior to July 1, 2001 and/or any employee who was given specific days off when they hired in shall maintain their existing days off unless the employee volunteers to modify them. (This included changing to another shift and/or job classification) Any employee hired after July 1, 2001 and not given specific days off may be required to work a rotational schedule for such; including the possible rotation of weekends.

(c) Employees may leave the building on assigned unpaid lunch period for those employees who work any shift except those employees who work 11:00 p.m. to 7:00 a.m. If the scheduled hours do not permit the employee to leave the building it is assumed no lunch period has been taken. In the event of such continuous duty, the employee will be permitted reasonable paid time to eat on the job.

(d) Employees who work nine (9), ten (10), twelve (12), or sixteen (16) hour shifts may be involuntarily forced back to eight (8) hour days for any discipline imposed.

14.2 Employees will be paid overtime pay at the rate of one and one half (1½) times their basic hourly wage rate for work performed in excess of forty (40) hours in a week . Hours worked for this purpose only shall include pre-approved personal time, scheduled vacation days and accumulated holidays off in addition to actual hours worked provided the employee actually works all scheduled hours in the work week for which vacation, personal, or accumulated holidays have not been scheduled.

14.3 An employee called back to work after having left work shall receive a minimum of four (4) hours pay at the appropriate rate unless the individual is called back to rectify his own error.

14.4 When requested by the employer, an employee will work a reasonable amount of overtime required (not to exceed 8 hours in a 24 hour period), unless reasonable grounds exist to allow the employee to be excused from this requirement. Reasonable grounds shall include both the operational requirements of the employer and the reasons the employee offers to justify being excluded. Where an employee has worked six days (48 hours), shifts a week for two consecutive weeks, the employee shall not be required to work more than five days shifts in the current work week without the employee's consent.

The employer will give the employee as much notice as possible when such overtime will be required. In turn, employees will recognize the importance of giving the employer as much notice as possible when the employee realizes that they will not be able to perform their work duties.

The employer will distribute overtime as fairly as practicable between the employees in the job classification that are qualified to perform the overtime work.

Employees assigned to work overtime, for a continuous period of three (3) or more hours, after the end of their regular shift, will be granted an additional rest period of fifteen (15) minutes during the overtime period.

14.5 Work week begins on Sunday and ends the following Saturday (corresponds to current Heddington Oaks pay periods).

There shall be no pyramiding of any overtime or premium pay provided in this Agreement, and no employee shall be entitled to payment more than once for any hours worked.

14.6 If an employee attends any in-service on any hours other than their regularly scheduled hours they will be paid for the time of the in-service.



ARTICLE XV

WAGES

15.1 Effective upon ratification by both parties, the wage range shown in the recognition table in Article I shall be effective for all positions covered by the collective bargaining agreement. These starting wages reflect a 1.5% increase from the previous starting wage, effective June 22, 2017

15.2 Effective June 22, 2017, all employees covered by this Agreement, who have completed their Initial Employment period, and who are on the payroll on that date shall receive a 2.5% increase. In addition, a signing bonus of \$400 will be paid to all employees covered by this Agreement who were currently active at the time of Agreement and have worked within the last 90 days prior to June 22, 2017, and remain on the payroll at the date of ratification.

15.3 Effective January 1, 2018, all employees covered by this agreement, who have completed their Initial Employment period, and who are on the payroll on that date shall receive a 1.0% increase.

15.4 With the successful completion of the initial employment period as indicated by an individual performance evaluation, the employee shall receive an initial employment increase of five percent (5%).

15.5 All full-time employees covered by this Agreement who have completed five years of continuous employment with Peoria County are eligible to receive an annual bonus as follows:

5 years	\$600
10 years	\$700
15 years	\$800
20 years	\$900
25 years	\$1,000

15.6 Peoria County has the right to exercise some other form of performance recognition. The Equity of such recognition is grievable.

15.7 An employee who is promoted one wage grade shall receive the minimum of the new wage grade or a five percent (5%) increase, whichever is to the employee's advantage. An employee who is promoted no less than two wage grades shall receive the minimum of the new wage grade or ten percent (10%) increase, whichever is to the employee's advantage. Employees who have accepted a promotion may, within ninety (90) days of the effective date of the transfer, notify their supervisor in writing that they wish to retreat to their former position or 1st available position. Employees will be retreated to their

former job or equivalent job and pay in comparison to his/her former job and pay as the needs of the business permit. If an employee is unable to satisfactorily perform the duties of the higher wage grade job during the first six (6) months following training, the employee will be retreated to his/her former job or a job of like status and pay, in comparison to his/her former job and pay.

15.8 (A) For employees hired after the signing date of this contract, who are demoted to a position in a lower wage grade shall have their wage rate decreased five percent (5%) for each wage grade lower than the prior positions wage grade.

(B) For employees hired prior to the signing date of this contract, who are demoted to a position in a lower wage grade shall have their wage rate adjusted to one of the following rates:

- 1) If the employee has held a lower graded position within the last two years, the employee shall be returned to the same relative position in the range as the employee could reasonably be expected to have reached if the employee had remained in the lower rated job.
- 2) If the employee has not held a lower graded position during the previous two years, the employee shall receive the maximum of lower wage grade if a reduction to the maximum of the lower graded position necessitates a reduction of at least eight percent (8%).

(C) Employees who take a voluntary demotion to a position in a lower wage grade shall have their wage rate decreased to the same or relative wage grade as the employee received at their current wage grade.

ARTICLE XVI

VACATION

16.1 All regular full-time employees shall be eligible for paid vacation leave benefits. The amount of vacation leave benefits is earned annually based upon date of full time hire according to the following schedule. Hours are accrued monthly based upon date of hire. Full-time employees shall have access to vacation time upon completion of their probationary period.

Years of Service	Monthly Accrual	Hours	Vacation Hours Accumulated
0 through 3	.8333	6.67	80.04
4 through 6	.9166	7.33	87.96
7 through 9	1.0000	8.00	96
10 through 12	1.3333	10.67	128.04
13 through 14	1.4165	11.33	135.96
15 through 24	1.6666	13.33	159.96
25 and above	2.0833	16.66	199.92

16.2 The scheduling for vacation is a mutual responsibility of the employee and the Department Head. Vacation scheduling shall be done thirty (30) days in advance and notice of approval/denial shall be provided in writing to the employee within ten (10) business days of the request. Vacation request shall be approved, subject to the operating needs of the Employer. Seniority shall determine the order of vacation selection.

- Upon receipt of a request for time off, the manager will review the request for time off and sort 1st by date submitted and then by seniority. The manager will then either grant or deny the request. (The decision to grant or deny will be based on the number of people already granted time off within that job title; i.e. needs of the facility. Vacation should not be unduly denied due to under staffing.)
- Request will not be granted for time off submitted beyond a year in advance unless the first day of continuous days off requested falls within that year (i.e. If an employee has requested a week off and the first day is within a year from the request date but the other continuous days fall outside of the year, the time off will be granted based on the operational needs of the facility as stated above.)

After an employee's vacation has been selected and approved by the Department Head, it shall not be changed except by written agreement between the employee and the Employer or by a bona fide emergency directly related to operational requirements, provided the employee shows evidence verifying he would suffer significant monetary loss if the hours were changed.

The intent of this provision is that the Department Head will not be allowed to change the vacation schedule of the employee, except if not for the change the Employer would be in violation of either State or Federal law, or rules and regulations adopted by a State or Federal Agency.

16.3 If a recognized Heddington Oaks holiday occurs during a vacation, the employee may request one day be added to the vacation to be taken at the beginning or ending of the vacation period.

16.4 No employee shall be paid in lieu of taking a vacation. However, if employment is terminated, the employee resigns or retires and has completed their initial employment period pay will be granted in lieu of vacation earned but not yet taken.

16.5 Effective June 1 of each year regular full time employees shall be permitted sixteen (16) personal hours to be used by May 31 of the following year. Employees who are in probationary status as of June 1 of each year shall not be accorded personal hours.

Scheduling of personal hours shall be requested in writing. A minimum of 48 hours in advance is preferred and notice of approval/denial shall be provided to the employee the following day. Personal hours, unless on an emergency basis, shall be approved subject to the operating needs of the Employer. In the event the employee has not used his personal hours by May 31, they will be lost. There shall be no carryover of personal hours.



ARTICLE XVII

HOLIDAYS

17.1 Heddington Oaks observes eleven holidays each year.

They are:

New Year's Day	January 1
Martin Luther King Day	
President's Day	
Easter Sunday	
Memorial Day	
Fourth of July	July 4
Labor Day	
Columbus Day	
Veteran's Day	
Thanksgiving	
Christmas Day	December 25

17.2 This Section, 17.2, applies to all employees.

A. When one of the holidays is a scheduled day of work for an employee and the employee works that day, he shall receive, in addition to his regular pay, credit for an equal number of hours worked of paid time-off to be taken as a day off at a later date on a non-holiday, or at the employee's option, may elect to receive pay at time and one-half (1.5) for scheduled hours worked on the holiday in addition to his regular pay.

B. When one of the holidays listed in 17.1 is a regularly scheduled day off for an employee and provided he works his scheduled days of work immediately before and after the holiday (unless absence on either or both of those work days is for good cause and approved by the Employer), he shall receive credit for an equal number of normally scheduled hours of paid time off to be taken off at a later date on a non-holiday or at the employee's option, shall receive pay for an equal number of normally scheduled hours.

C. When an employee is scheduled to work on Easter Sunday, Thanksgiving Day or Christmas Day, and the employee works his scheduled hours, he shall be paid time and one-half (1.5x) his regular hourly rate for his scheduled hours of work that day. In addition the employee may at their option receive credit for an equal number of hours worked of paid time-off to be taken as a day off at a later date on a non-holiday, or at the employee's option, may elect to receive pay at their regular rate.

D. No employee shall be allowed to accrue more than seventy two (72) holiday hours at any given time. Any employee having seventy two (72) or more of accumulated holiday hours shall be paid for any holiday hours until their accumulation is reduced to no more than seventy two (72) hours.

E. Any existing accrued holiday hours on the record at the time of ratification by both parties will be held on the record until used.

ARTICLE XVIII

SICK TIME INCOME PROTECTION

18.1 Permanent employees accumulate paid sick time hours at the rate of eight (8) hours per month for each month of work attendance. Employees will accrue sick time on the last paycheck of each month. An employee is eligible to use accumulated paid sick time income protection when he is unable to work on a scheduled work day because of personal illness or injury, or a medical appointment. Paid sick time may be used in hourly increments.

18.2 Both the Union and the employee recognize the responsibility of each employee to maintain regular, on-time attendance when scheduled to work, thus causing no harm to the Employer's operations and the service it provides. The Employer retains the right to develop, implement and/or change policies to control any attendance problems that arise and to implement corrective actions.

18.3 For purposes of this section and subsequent sections of Article 18, the calendar year shall be divided into trimesters as follows:

- Trimester 1. . . . June thru September
- Trimester 2..... October thru January
- Trimester 3..... February thru May

18.4 An employee shall be eligible for a sick leave control incentive bonus provided the following conditions are met.

- (a) During the full term of the trimester, the employee did not use any paid sick leave, was not on unpaid leave of absence, did not have an unpaid absence day, (unless the day off was taken under Section 12.3) and was not suspended from duty for disciplinary reasons.
- (b) The employee was in active service for the full term of the trimester.

18.5 An eligible employee will earn a \$100.00 sick leave control incentive bonus for each trimester period, if he/she meets the conditions of Section 18.4. This bonus will be paid on the payday corresponding to the trimester ending date within a pay period.

18.6 When sick leave extends to (3) consecutive scheduled work days, medical substantiation from the employee's private physician certifying the nature and seriousness of the sickness or disability shall be furnished to the employer.



ARTICLE XIX

LEAVES OF ABSENCE

19.1 Medical Leave

Employees who have utilized all their accumulated sick time and are unable to work because of the start of or continuance of their sickness or injury, including pregnancy related disability, shall receive a disability leave. During said leave, the disabled employee shall provide written verification by a person licensed under the Illinois Medical Practice Act. Such verification shall show the diagnosis, prognosis and expected duration of the disability; such verification shall be made no less often than every 30 days during a period of disability unless the nature of the illness precludes the need for such frequency. Prior to requesting said leave, the employee shall inform the Employer in writing the nature of the disability and approximate length of time needed for leave. The written statement shall be provided by the attending physician. If the Employer has reason to believe the employee is able or unable to perform his regularly assigned duties and the employee's physician certified he as being able or unable to report back to work the Employer may rely upon the decision of an impartial physician as to the employee's ability to return to work. Such examination shall be paid for by the Employer. An employee who is able to return from an extended illness or injury Medical Leave under this Section, will be placed in the first available opening in the bargaining unit where they meet all the qualifications and can perform the work with minimal training given the employee returns to work within an eighteen (18) month period. The employee's right to return to work shall exist for a period of eighteen (18) months from the employee's last day of performing his assign job duties.

19.2 Bereavement Leave

In the event of death in an employee's immediate family up to three days of bereavement leave with pay will be allowed. Immediate family includes the spouse, child, parent, brother, sister, grandparents and parent-in-law, brother/sister-in-law, stepchild, grandchild, step parents, legal guardian and any other regular members of the employee's household. In the event of a death in other than the immediate family, an employee may use vacation, personal or banked Holiday time to attend the funeral. The Employer may require verification. In the event of a death of the employee's child, the Department follows the "Illinois Child Bereavement Leave Act" and provides up to an additional 10 working days of unpaid leave to the employee. This would require FMLA paperwork/approval in accordance with the Act.

19.3 Military Leave

Any employee who is drafted or volunteers into the armed forces of the United States shall be granted a leave of absence, and will be accorded reinstatement rights as provided by law then in force.

19.4 Military Reserve Training Leave

Any full-time employee who is a member of a reserve component of the Armed Services, the Illinois National Guard, or the Illinois Navel Militia shall be allowed leave (two weeks maximum duration) to fulfill his military reserve obligation. While on such leave of two weeks or less, the employee will continue to receive his regular pay from the Employer. The Employer will deduct from a subsequent pay check the amount of military pay received. The deduction will not be greater than the amount of the employee's wage for the relevant period.

19.5 Educational Leave

A leave of absence without pay for a period not to exceed one (1) year may be granted an employee in order that the employee may attend a recognized college, university, trade or technical school, provided that the course of instruction will develop abilities and skills to improve performance on the employee's job. Before receiving the leave, the employee shall submit to the Employer satisfactory evidence that the school has accepted him as a student, and on the expiration of each school term shall submit proof of attendance. After completion of an Education Leave, the employee will be placed in the first available opening.

19.6 Jury or Witness Duty

The Employer shall continue the regular pay of an employee who is on jury duty or is subpoenaed and reports for witness services in a Court of Record in proceedings in which the Employee is not involved as the plaintiff or defendant. The Employee shall turn over any compensation received for jury duty or witness fee, exclusive of any mileage reimbursed. If an Employee is released from such duty, he shall return to work.

19.7 Family and Medical Leave Act

Leaves of absence under the provisions of this Article, paid leave benefits under this Agreement, and leave under the Family and Medical Leave Act shall not be pyramided where the provisions in this Agreement and the FMLA both apply. The provisions of the FMLA shall be enforced under the provisions of that Act, rather than this Agreement, provided, however, that an employee may present a contention his/her rights under the FMLA were violated through the grievance provisions of this Agreement if the employee agrees to be bound by the results of such grievance.

ARTICLE XX

HEALTH BENEFIT PLAN

20.1 The Employer will make available the County of Peoria Health Benefit Plan to all employees. The Employer will pay eighty percent (80%) of the premium cost for members and fifty percent (50%) of the premium cost of dependent coverage, provided that during the 2005 fiscal year, ending December 31, 2005, the Employer will pay seventy-five percent (75%) of the premium cost for member plus one (1) dependent and seventy percent (70%) of the premium cost for member plus two (2) or more dependents as identified on Attachment B.

20.2 Prior to effecting changes in the Health Benefit Plan premium costs, Peoria County will meet and discuss the changes with the Union. Alternative suggestions offered by the Union will be considered. Such meetings may also be attended by representatives of other Peoria County Bargaining Units. The county reserves the right to offer additional plan coverage options, or to implement a cafeteria benefits plan where it determines such appropriate.



ARTICLE XXI

RETIREMENT BENEFITS

21.1 During the term of this Agreement, the Employer shall continue in effect, and the employees shall enjoy the benefits, rights and obligations of the retirement program provided in the Illinois Municipal Retirement Fund Law.



ARTICLE XXII

TUITION REFUND

22.1 An employee-requested course of study may qualify for tuition and other expense reimbursement from the Employer. The course must be determined by the Heddington Oaks Administrator to be job related, be approved in advance by him and the County Personnel Officer, and be offered by an accredited educational institution. Upon submission of paid bills and evidence of the grade, reimbursement will be made for tuition, books, and laboratory fees according to the following schedule:

<u>GRADE</u>	<u>REIMBURSEMENT</u>
A	100%
B	75%
C	50%
D	NONE

An employee may take up to two (2) courses per semester. The maximum tuition amount of reimbursement will be the tuition amount prevailing at a public educational institution in Illinois. (Where a course is taken on a pass/fail basis, an employee receiving a passing grade will be reimbursed at the 75% level of eligible expenses.) To be eligible for such cost reimbursement, the employee must agree in writing to remain with the Employer for two years beyond the completion of study.



ARTICLE XXIII

GENERAL PROVISIONS

23.1 The Employer and the Union agree that they will fully comply with all statutory requirements prohibiting discrimination because of age, national origin, ancestry, sex, marital status, race, color, creed, religious belief, handicap, political belief, nor against any disabled veterans, veteran of the Vietnam era, or of Operation Desert Storm, nor any other protected classification recognized by applicable Federal, State or Local law.

23.2 The parties recognize the Employer's obligation to operate under its Affirmative Action Plan and to comply with Federal and State Equal Employment and Affirmative Action statutes. The parties further recognize that Heddington Oaks must conform to the Long Term Care Guidelines of the Illinois Department of Public Health and the Illinois Department of Public Aid.

23.3 The Employer and the Union agree not to interfere with the rights of the employees to become or refrain from becoming members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or the Union or any representative of either against any employee because of Union membership or non-membership of any lawful activity for or against the Union.

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

23.5 Should any provisions of this Agreement or any application thereof become unlawful by virtue of any Federal or State law, or decisions of a court of competent jurisdiction, that provision or application shall be negotiated by the parties to comply with the law or decision and all other provisions of the Agreement shall continue in full force and effect.



ARTICLE XXIV

SAFETY

24.1 The Employer will continue to make reasonable provisions for the safety and health of residents and employees and the employees will be expected to cooperate with the Employer in keeping Employer premises clean and sanitary. The Employer will advise the Union of any on-the-job accidents which results in hospitalization or death.

The Employer and the Union mutually recognize the need for a work environment in which safe operations can be achieved in accomplishing all phases of work, and the need to promote better understanding and acceptance of the principles of safety on the part of all employees to provide for their own safety and that of their fellow employees. To achieve the above principles, the Employer and the Union agree to establish for the duration of this Agreement an advisory committee on safety principles. The committee shall consist of not more than three (3) representatives each from the Employer and the Union (to be appointed by the Company and the Union respectively). This committee shall meet from time to time as required, but at least three (3) times a year.

Attendance at such safety meetings with the Employer which occur during the employee's regular working hours shall not result in loss of pay for the employee.

ARTICLE XXV

COMPLETE AGREEMENT

25.1 A The parties acknowledge that during the negotiations which preceded this Agreement, each party has had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of these rights and opportunities are set forth in this Agreement.



ARTICLE XXVI

MISCELLANEOUS

26.1 The Union and the Employer recognize the potential value of establishing a joint committee to facilitate Union-Management cooperation.

The Union and the Employer agree that in the interest of efficient management and harmonious employee relations, it is desirable that periodic meetings be held between representatives of the local Union and Management. Each party will be represented by three (3) members. Problems of mutual concern, including conditions tending to cause misunderstandings, shall be considered. Unit-wide questions of health and safety may also be discussed. Other employees who may make a contribution shall be allowed to participate in this setting. Active grievances on file shall not be brought to, or resolved by, the Labor-Management Committee.

Meetings will be held four (4) times a year. At least ten (10) days prior to each meeting, the Employer and the Union will exchange information regarding the subjects to be discussed.

Attendance at such meetings which occur during the employee's regular working hours shall not result in loss of pay for the employees.


ARTICLE XXVII

DURATION

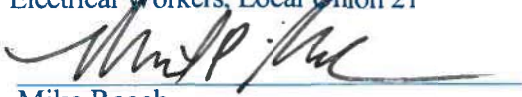
- 27.1 The Agreement shall be effective upon ratification by both parties, and continue in full force and effect until midnight, December 31, 2018, and thereafter from year-to-year, unless not more than 180 days, but not less than 60 days prior to the end of the contract agreement, either party gives written notice to the other of its intention to amend or terminate the Agreement.
- 27.2 Thereof, the parties hereto have caused this instrument to be signed and executed this 22nd day of June, 2017.

AGREED:

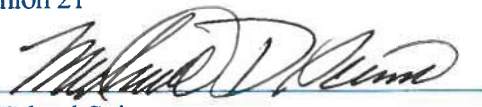
FOR THE UNION:



Paul Wright
President-Business Manager &
Financial Secretary
International Brotherhood of
Electrical Workers, Local Union 21



Mike Roach
Business Representative
International Brotherhood of
Electrical Workers Local
Union 21




Michael Scime
Business Representative
International Brotherhood of
Electrical Workers, Local Union 21


FOR THE COUNTY:



Scott Sorrel
County Administrator
County of Peoria



Shauna Musselman
Assistant County Administrator
County of Peoria



Tim Turpin
Administrator Heddington Oaks
County of Peoria

APPROVED
INTERNATIONAL OFFICE - I.B.E.W.

9/15/17

Lonnie Stephenson, President
This approval does not make the
International a party to this agreement.