

## **PREAMBLE**

This Agreement is entered into this 11<sup>th</sup> day of October, 2017, between GARDENVIEW MANOR, LLC (herein called the “Employer” or “Center”) and The International Brotherhood of Electrical Workers LU 21 (herein called the “Union”).

The purpose of this Agreement is to establish and maintain harmony and cooperation between the Center and the employees covered hereunder by setting forth the complete understanding between the Center and the Union with respect to wages, hours and other terms and conditions of employment of such employees and providing an orderly procedure for the prompt and fair disposition of any grievances or problems that might arise and thereby to assure residents of the Center that with the flexibility in the use of Center personnel provided herein they will receive without interruption the most efficient, safest, most economical, highest quality care at all times.

Therefore, in consideration for the mutual covenants and agreement expressly contained herein, the parties agree as follows:

## **ARTICLE 1 – RECOGNITION**

**Section 1.1.** The Center recognizes the Union as the exclusive bargaining representative with respect to wages, hours, and other terms and conditions of employment for all full-time and regular part-time Social Service Assistants, Activity Assistants, Cooks, Food Service Workers, Housekeepers, Laundry Workers, Certified Nurse's Assistants, Licensed Practical Nurses, Data Entry Clerks, Physical Rehabilitation Aide, Medical Records Specialist, Ward Clerk, Entitlement Clerk, Maintenance Worker, Maintenance Supervisor's Assistants, employed by the Employer at its Danville, Illinois facility, excluding all other employees, confidential employees, managerial employees, office clerical employees, professional employees, Guards, and Supervisors as defined in the Act.

**Section 1.2.** If during the term of the Agreement, new job classifications are established by the employer within the bargaining unit, the employer will negotiate such classifications with the union. If existing job classifications are substantially changed, the employer will discuss such changes with the Union.

**Section 1.3.** The Center agrees not to enter into an agreement or contract with its employees, either individually or collectively, which conflicts with any of the express provisions of this Agreement.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

Section 2.1. The Employer has, retains, and shall continue to possess and exercise all management rights, functions, powers, privileges and authority inherent in the right to manage, except only those rights specifically relinquished or restricted by an express provision of this Agreement. Such right to manage includes, but is by no means limited to, the right to select, hire, transfer and promote, and to suspend, lay off, demote, discipline or discharge for just cause; assign and supervise employees; to determine and change schedules, starting times, quitting times, and shifts, and the number of hours to be worked and the nature of work to be performed by employees and methods in compliance with the Department of Professional Regulation and Illinois Department of Public Health regulations, procedures and equipment to be utilized by employees to achieve the highest level of employee performance and resident care consistent with safety and good health; to determine staffing patterns; to determine standards, policies and procedures with respect to resident care; to determine or change the methods and means by which its operations ought to be carried on, including the right to make and carry out contracts with primary or independent contractors or subcontractors with the understanding that bargaining unit work that is contracted out will be subject to the “me too” contract; to determine, modify, and enforce reasonable work standards, rules of conduct and regulations (including reasonable rules regarding drug and alcohol use and testing, safety, attendance, and employee honesty and integrity); to determine the size and location of the Employer’s facility; to extend or curtail, and to terminate or relocate the operations of the facility or any part thereof permanently or temporarily; to introduce new and improved methods or facilities; to change existing methods or facilities; to utilize employees whenever necessary in cases of need or in the interest of resident care; and to maintain safety, efficiency and order in the facility.

Section 2.2. It is further understood and agreed that all rights heretofore exercised by or inherent in the Employer not modified or restricted by the express terms of this Agreement are retained solely by the Employer and that the Employer's failure to exercise any right hereby reserved to it, or the exercising of any right in a particular way, shall not be a waiver of any such right or preclude the Employer from exercising such right in some other way provided, however, that the exercise of such right shall not be contrary to or inconsistent with the express terms of this Agreement. The Employer will notify the Union of planned enforcement of previously unenforced policies in advance.

Section 2.3. The Company shall not be restricted by or obligated to follow any contract, memorandum of agreement, letter of understanding, settlement, arbitration or grievance determination, custom or practice occurring prior to the effective date of this Agreement, unless expressly set forth herein and made a part of this Agreement.

Section 2.4. NON-DISCRIMINATION - The Center and the Union agree that neither the Center nor the Union shall discriminate in respect to employment by reason of race, color, creed, sex, age, religion, national origin, mental or physical disability unrelated to ability to perform the job, military status or any other status as provided by applicable federal, state or local statute. Any allegations that the Center has discriminated against any employee on account of any reason set forth above shall be excluded from the arbitration procedures set forth in Article 13 (Grievance and Arbitration Procedure); however, such allegations may be the subject of an otherwise properly and timely filed grievance.

### **ARTICLE 3 - NO STRIKES OR LOCKOUTS**

Section 3.1. The Union will not cause or permit its members to cause, and will not sanction in any way any strike (including unfair labor practice or sympathy strike), slowdown, picketing, boycott, sit-down, sit-in, or other attempted curtailment, restriction, or interference with any Center functions or operations, and no employee will participate in any such activities or operations during the term of this Agreement or any extension thereof.

Section 3.2. The Center shall have the right to discharge or otherwise discipline any or all employees who violate any of the provisions of Article 3, Section 3.1 without the employee, or employees or the Union in their behalf, having recourse to the grievance procedure and arbitration, except for the sole purpose of determining whether an employee or employees participated in the action prohibited by this Article. If it is determined that any employee did so participate, the disciplinary action taken by the Center may not be disturbed.

Section 3.3. The Center agrees that it will not lock out its employees during the term of this Agreement or any extension thereof.

## **ARTICLE 4 - UNION MEMBERSHIP**

Section 4.1. It shall be a condition of employment that all employees covered by this Agreement who are members in good standing remain, and those who are not members in good standing on the effective date of this Agreement shall on the thirtieth (30<sup>th</sup>) calendar day following the effective date of this Agreement, become and remain, members in good standing of the Union during the term of this Agreement. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirtieth (30<sup>th</sup>) calendar day following the beginning of such employment, become and remain members in good standing of the Union during the term of this Agreement. An employee who is required to join or maintain membership in the Union under this Section shall be deemed to have satisfied this obligation if he/she agrees to pay the periodic dues and initiation fees uniformly and lawfully required as a condition of acquiring or retaining membership in the Union. Employees who have not completed 90 days of employment, regardless of union membership status, are within a probationary status; do not have rights to the grievance process; and may be terminated without cause during this probationary period.

Section 4.2. Upon receipt of a voluntary signed authorization on the form which is attached hereto as Exhibit "A" from any employee in the unit represented by the Union, the Center shall deduct every two weeks (twenty-six times per calendar year) the pro-rated amount owed to the Union by each such employee for initiation fees and/or monthly dues for the following month and promptly remit same to the Union. The authorization shall continue in effect until revoked by the employee in accordance with its terms. Initiation fee will be made in two (2) equal consecutive monthly installments. The amount to be deducted for initiation fees in any one month shall not exceed twenty-five dollars (\$25.00). Deductions for an

initiation fee of more than twenty-five dollars (\$25.00) will continue each succeeding month until the full amount is paid. The Company will send to the Financial Secretary of the Union within ten (10) working days following the deductions, a check or checks covering said deductions, together with an alphabetical list (showing name, company clock number and amount deducted) of employees for whom membership dues and initiation fees were deducted; and the names of any employees who have quit, been discharged, or otherwise terminated, or who have been hired since the prior pay period deduction was made. Membership dues and initiation fees shall be deducted in accordance with the employee's authorization. A deduction authorization will be executed to include the first month and initiation fees as soon as the employee attains a full schedule for a pay period of two weeks. The Union agrees that it will only request clarification from the Company regarding any list, deduction, failure to deduct, deduction authorization or employee status after the Union has taken the matter up with the individual employee. Any request for clarification from the Company shall be subject to cancellation by: (1) written order of the employee to the Administrator of Gardenvue, (2) transfer or promotion of the employee out of the unit, (3) leave of absence of thirty (30) calendar days or more, layoff, resignation, retirement or termination, and (4) change in legal requirement of valid deduction authorizations. A new deduction authorization shall be required to again commence deduction of membership dues or initiation fee payments for any employee whose authorization has been cancelled as a result of any of the said causes. If any of said causes for cancellation of deduction authorization shall occur within fifteen (15) calendar days prior to a scheduled deduction date, cancellation of a deduction authorization will be deemed effective on the first day of the month following such scheduled deduction date and the question of whether such dues or initiation fee payment were owed by the employee to the Union shall be settled directly between the employee and the Union. Deductions required by law, amounts

payable to the Company, deductions for insurance, and deductions pursuant to valid assignment authorizations, shall take precedence over deduction of membership dues and initiation fee payments if the payroll check is insufficient to cover all thereof.

Section 4.3. The Center shall not be obliged to make dues deduction of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

Section 4.4. No deductions shall be made which are prohibited by applicable law, and no obligations under this Article shall exist unless and until the Union has complied with all legal obligations regarding union membership and the payment of dues or fees.

Section 4.5 The Union agrees to indemnify and hold the Company harmless from all claims, damages, costs, fees, or charges of any kind which may arise out of or result from the honoring by the Company of dues or fees deduction authorizations in accordance with the provisions of this Agreement and the transmitting of such deducted dues or fees to a local union.



## **ARTICLE 5 – DEFINITIONS**

Section 5.1. Employees who are regularly scheduled to work sixty-eight (68) or more hours in each bi-weekly payroll period shall be considered regular full-time employees under this Agreement.

Section 5.2. Employees, who are regularly scheduled to work a minimum of forty (40) hours, but less than sixty-eight (68) hours in each bi-weekly payroll period, shall be considered regular part-time employees under this Agreement.

Section 5.3. The term “employees,” when used in this Agreement, shall EXCLUDE employees normally scheduled to work less than forty (40) hours per bi-weekly payroll period, temporary employees, casual employees, probationary employees, PRN, per diem employees, and students on work-study programs, and any other individual excluded from the bargaining unit under Section 5.1 and 5.2, above.

Section 5.4. Unless the context expressly indicates otherwise, the term “employee” as used in this Agreement means only a person employed by the Center in the bargaining unit described above.

Section 5.5. The use of temporary employees is not intended to displace full-time or part-time employees.

## **ARTICLE 6 - UNION BUSINESS**

Section 6.1. The Union Business Representative, or a duly designated representative, shall have access to the Center for purposes of meeting with management or inspecting the workplace upon prior notification to the Administrator or Designee and the granting of approval by the Administrator or Designee. At no time shall the Union Business Representative be permitted on the Center's premises unless prior notification and approval is given by the Administrator or her duly designated representative. Should the Union Business Representative's initial request not be approved, another mutually agreeable time will be offered by the Employer within one week of this original request. Such requests shall not be made for purposes of harassment or without good reason. During such visits, the Union Business Representative shall comply with all rules applicable to visitors and shall not in any manner interfere with resident care or the work of any employee or member of management.

Section 6.2. The Center agrees to provide a bulletin board for the use of the Union in a suitable and sufficient non-public location. The Union will be permitted to post on the bulletin board notices of a non-controversial, non-inflammatory, non-derogatory nature with copies of all such notices provided to the Administrator prior to posting. Postings shall not urge any boycott of any product or service. Any employee who posts any notice of a derogatory or inflammatory nature will be disciplined up to and including discharge.

Section 6.3. No Union steward or other representative shall initiate, investigate or process any grievance or conduct any other Union business during working time. All grievance processing and the conducting of Union business shall be handled either on lunch period, during break periods, or before the start of the work shift or after the end of the work shift. If such meetings are scheduled during the steward's work time, the steward shall be

paid for such time which the steward would normally have worked. Employees wishing to file grievances shall not do so on working time. Lunch periods and break time may be utilized for the filing and processing of grievances so long as all employees involved in the grievance processing are either on lunch or break time.

Section 6.4. There shall be no distribution of literature by the Union or any employee on working time or in working areas or in resident care areas of the Center. There shall be no solicitation by the Union or any employee during working time or in resident care areas. Employees shall be permitted to solicit on non-working time in non-working areas. Employees shall be allowed to distribute Union literature outside the facility or in the Employees' lunchroom during non-working time. A Union representative shall be allowed to bring Union literature to the Center. The Administrator or her Designee will page a steward requested by the Union representative to come and pick up the literature. No Union meeting or meeting of employees, except as specifically called by management, shall be held on the Center's premises under any circumstances.

Section 6.5. No employee shall be paid for the time spent in processing, handling or otherwise dealing with grievances, except for stewards as provided in Section 6.3. Employees will be released from work without pay for purposes of attendance at arbitration or court proceedings related to this contract, provided such requests are made forty-eight (48) hours prior to the intended absence and the absence will not adversely affect the Center's operation. Employees will be released from work for purposes of attending joint Management-Union grievance meetings, provided their presence is necessary and such absence is requested forty-eight (48) hours prior to the intended absence and the absence will not adversely affect the Center's operation, unless otherwise agreed by the parties.

Section 6.6. No Union business, grievance handling, grievance meetings, or any other similar activity will be conducted at any time or in any manner which interferes with resident care or the work of any employee or member of management.

Section 6.7. An employee shall be entitled to the presence of a Union steward at an investigatory interview if the employee requests one and if the employee has reasonable basis for believing that the interview may be used to support disciplinary action against them. In such cases, the request for a Union steward shall not unreasonably delay the interview. During such interview, the steward shall not in any way interfere with or disrupt the interview. Upon request, all employees interviewed shall be required to promptly give a written, signed statement of their account of the events under investigation. Failure to provide such statement upon request shall be just cause for termination.

Section 6.8. If the employee so requests, a Union steward may be present when the employee is presented in person with a written disciplinary action. However, the absence of a Union steward shall not affect the validity of the discipline. The employee will be required to sign acknowledging receipt of the disciplinary notice. Failure to do so is just cause for discipline.

Section 6.9 The Company and Union agree that the Union will be given the opportunity to meet with newly-hired employees as part of the overall orientation process for the purpose of furnishing them with information about the Union. The Union's segment of this process will be limited to a maximum of thirty (30) minutes during a scheduled work shift.

## **ARTICLE 7 - BARGAINING UNIT WORK**

Section 7.1. The Center and the Union realizing that the sole and exclusive business of the Employer is the care of residents and understanding that their care must be of foremost concern agree that the efficient utilization of all personnel is both necessary and appropriate.

Section 7.2. During emergency situations, and/or when resident care needs and demands so dictate, the Center retains the specific right to assign any individual, including non-bargaining unit employees, and supervisors, to perform any work within the Center.

Section 7.3. The traditional performance of certain work or a particular task by one job classification in the bargaining unit shall not entitle employees in that job classification to the exclusive performance of that work or task, nor shall it preclude the Center from assigning such work or task to others on a temporary basis when the employer has determined that resident care needs and demands so dictate.

## **ARTICLE 8 – SENIORITY**

Section 8.1. Seniority for all employees shall commence upon the employee's first day of employment with Gardenvue Manor, LLC, and defined as the length of continuous service with Gardenvue Manor, LLC as reflected in the records of Gardenvue Manor, LLC. Separate seniority lists shall be maintained for full-time and part-time employees.

For all employees who previously were employed by Vermilion Manor Nursing Home, and received and accepted offers of employment by, and commenced employment with, Gardenvue Manor, LLC effective August 1, 2013, seniority shall be measured from August 1, 2013, and defined as the length of continuous service with Gardenvue as reflected in its records. For all such former Vermilion Manor Nursing Home employees, seniority for the sole purpose of calculating vacation and sick day accruals going forward shall be based on that employee's seniority with Vermilion Manor Nursing Home, as reflected in Gardenvue's records.

All employees who received and accepted offers of employment, and commenced employment with, Gardenvue Manor, LLC, and had remaining balances of vacation or sick day time will have until July 31, 2014 to use such time. The failure to use such time will result in such time being forfeited.]

Section 8.2. New employees and employees rehired after a break in service shall be probationary employees during the first ninety (90) working days of employment. During the probationary period new employees shall have no seniority and may be terminated during such period at any time, for any reason. Probationary employees shall have no recourse to the grievance procedure for any reason. Upon completion of the probationary period, seniority of employees shall be computed as of the last date of hire or August 1st, 2013, whichever is most recent.

Section 8.3. An employee's seniority and their employment relationship with the Center shall terminate upon the occurrence of any of the following:

- (i) Resignation or retirement;
- (ii) Discharge (a discharge for resident abuse shall be deemed to be a discharge for cause);

Section 8.4. In cases of promotion, preference shall be given in the matter hereinafter provided to employees on the basis of:

- (i) Skill and ability to perform (or learn to perform) the work in question. Skill and ability includes but is not limited to the ability to perform the available work, work and safety record, disciplinary record and attendance record;
- (ii) Experience in the job classification at the Center;
- (iii) Length of seniority.

Length of seniority, as provided in (iii), shall govern when qualifications set forth in (i) and (ii) are in the reasonable opinion of the Center relatively equal.

Section 8.5. In the event of a new job opening or permanent vacancy in an existing job which the Center determines to fill, the Center will post the job for not less than three (3) calendar days and will also email employees with known email addresses notice of the vacancy. Employees who make application for such job shall be given preferential consideration with due regard to department, seniority, skill, ability, qualification, experience and work and safety record (which includes discipline and attendance record). Where employees apply for openings on shifts other than their assigned shift, the Center also may take into consideration the need to provide quality resident care on all shifts when filling the vacancy. If the vacancy is not filled through this bid process, the Center may offer to train an employee in a lower rated job to fill the vacancy or may hire a new employee.

No employee may bid laterally or down more often than once in any six (6) month period. Nothing shall preclude the Center's right to fill any vacancy from outside the facility.

Section 8.6. In case of layoff the employees will be laid off by classification by shift beginning with the least senior employee. If the employee has greater seniority than other employees within the same job classification, but on another shift, they may request reassignment to the shift and, will displace the less senior employee on that job classification on that shift. Such request must be made within forty-eight (48) hours after notification of a proposed layoff. The Center retains the right to schedule resulting shift changes to the first day of the next succeeding workweek. For the purpose of "recall," the principles applicable to layoff shall be applied, that is, the laid off employee with the greatest seniority in the job classification shall be recalled first.

Section 8.7. Nothing herein shall prevent the Center from reducing hours in lieu of layoff and/or seeking volunteer for either reduced hours or layoff prior to applying the provisions of Section 8.6 above. Prior to such reductions, the Employer shall discuss such effects with the Union however the decision remains the sole right of the Center and this discussion shall not be construed as negotiations.

Section 8.8. Seniority shall not prevent the Center from making temporary transfers within any classification or shift, or from one classification or shift to another, all without regard to seniority for the purpose of promoting efficiency, or in an emergency, if required for safety, service, care or comfort of residents. In the event of a job opening an employee in the same job classification may request a shift transfer, provided they are qualified to perform the work. Shift transfers may not be requested more than once every six (6) months. The Employer defines shifts as follows: Day shift, PM shift and Night shift.



Section 8.9. Upon promotion an employee who is not qualified, but is being trained, will be expected to perform the duties of such new job classification upon completion of the established training period for such classification, provided such employee may be removed at any time during the training period if it becomes apparent to management that they are not going to be able to perform the job at the completion of such training period. If the employee is unable to perform the duties satisfactorily, they shall be returned to their former job or a comparable job.

Section 8.10. An employee who is, or has been, promoted or transferred out of the bargaining unit, and who is later transferred back into the bargaining unit by the Center, shall be credited upon returning to the bargaining unit with the seniority date they would have had if they had remained continuously in the bargaining unit, with up to a maximum accumulation of six (6) months out of the bargaining unit.

Section 8.11. A seniority list will be prepared by the Center showing the names, job classification, employee number and seniority date of each employee. The first such list will be given to the Union within sixty (60) days after the effective date of this Agreement. Each six (6) months thereafter the seniority list will be revised to reflect changes that have occurred in the meantime. The list shall be deemed accurate until errors are brought to the attention of the Center and corrected.

## **ARTICLE 9 - DISCIPLINE AND DISCHARGE**

Section 9.1. The Center agrees that it will not discipline or discharge any non-probationary bargaining unit employee without just cause.

Section 9.2. Whenever an employee is given a written warning, suspension, or discharge, the employee will be given a copy, if possible, of the disciplinary notice; however, the failure of the Center to do so will not affect the validity of the discipline. When presented with any written disciplinary notice, the employee shall be required to sign an acknowledgement that the employee has received the disciplinary notice.

Section 9.3. Grievances over any discipline, suspension, or discharge must be filed in accordance with the time limits and provisions of Article 14 of this Agreement. Any grievance not so filed shall be conclusively deemed to be waived.

Section 9.4. All discipline will remain part of the employee's work record. However, any warning or suspension that is more than 18 months old shall not be used for purposes of progressive discipline if the employee has remained free of all discipline during 18 months following the issuance of the discipline.

Section 9.5. Termination of employment shall occur, but is not limited to, for the following occurrences. Mitigating circumstances however will be considered by the facility, but the Center will make the final decision:

- (i) Absence without notification to the employee's supervisor at the Center;
- (ii) Absence from work for any reason (except layoff, military service, work-related illness or injury if light duty is unavailable or total work restriction is medically necessary, or non-work related illness

or injury if light duty is unavailable or total work restriction is medically necessary) in excess of the employee's length of service when the absence began, or six (6) months, whichever is shorter;

- (iii) Absence from work because of layoff, illness or injury (whether or not work-related) in excess of the employee's length of service when the absence began, or twelve (12) months, whichever is shorter, unless a longer period is required by law;
- (iv) Failure to respond to a recall notice from layoff within three (3) working days after notice to report for work is sent by certified mail or by telegram to the employee's last address on file with the Center, or failure to report for work within three (3) working days thereafter;
- (v) Failure to report for work at the termination of a leave of absence or vacation unless the employee has an explanation satisfactory to the Center for such failure to report to work;
- (vi) Engaging in gainful employment while on an authorized leave of absence, unless permission to engage in such employment was granted in advance by the Center in writing;
- (vii) Walking off the job without authorization by a supervisor;
- (viii) Making a false statement or representation on his or her employment application, or failing to state a fact or condition, provided such falsification or omission is of such a nature as to have resulted in the employee's not being hired if disclosed;
- (ix) Habitual, chronic or pattern absenteeism;

- (x) Securing or attempting to secure any benefit provided for in this Agreement or by law by falsification or deceit;
- (xi) Failure to report for work when light duty is available and within medical restrictions during episodes of work-related illness or injury;
- (xii) Violation of, or non-compliance with, Federal and/or State regulatory requirements that result in the Center being issued a deficiency, civil monetary penalty, or pose threat of decertification or non-payment status;
- (xiii) Violating Federal or State Abuse, Neglect, or Misappropriation of Resident Funds/Items laws or violating any Elder Abuse laws;
- (xiv) Failing to maintain applicable licenses and/or certifications in active, unexpired, unrestricted good standing;
- (xv) Failing to follow and maintain State or Federal minimum standards, guidelines, or regulations for Long Term Care Facilities; and
- (xvi) Conviction of a disqualifying offense as defined by the Illinois Department of Public Health.

Section 9.6. None of the offenses listed in Section 9.5 shall restrict the union from the grievance and arbitration process. The only issue for resolution by the arbitrator shall be whether the employee engaged in the conduct alleged. If the arbitrator determines the employee did not engage in the alleged conduct, he/she cannot compel the employer to re-hire/reinstate the employee, but may choose to award severance pay up to a maximum of 160 hours at the employee's last rate of pay.

## **ARTICLE 10 - HOURS OF WORK AND OVERTIME**

Section 10.1. The provisions of this Article are intended to provide the basis for calculating overtime pay and shall not be construed as a guarantee of hours of work per day or days of work per week, or pay in lieu thereof, or as a limitation upon the maximum hours per day or per week which may be required.

Section 10.2. The work day and the work week schedules shall be determined by the Center. Employees are required to work all hours and days for which they are scheduled, unless (a) they are notified of a schedule change, or (b) they receive express approval in advance from an authorized supervisor to deviate from the posted schedule.

Section 10.3. Employees shall be required to accurately record and verify the time they actually work in any manner directed by the Center.

Section 10.4. Time and one-half the employee's regular straight time hourly rate shall be paid for all hours worked in excess of 40 hours in a work week.

Section 10.5. The workweek for payroll purposes shall commence 7:00 a.m. Sunday and shall end 7:00 a.m. the following Sunday.

Section 10.6. Pay for time not worked shall not be counted as hours worked when calculating over time hours. There shall be no pyramiding or duplication of overtime pay.

Section 10.7. The Employer shall attempt to assign overtime on a voluntary basis. However, employees may be expected to perform any reasonable amount of overtime work assigned to them. In such case, the Employer will attempt to assign overtime work to the employees who are immediately available when the need for overtime occurs and who normally and customarily perform the work involved, except that in cases of emergency the Employer may assign the overtime work to any employees capable of performing the work. In the event that an employee for any

reason does not receive a fair share of overtime, he/she shall not be entitled to payment for overtime not worked, but the Employer will, when the matter is called to its attention, give preference to such employee with respect to future overtime assignments until a reasonably fair balance in the overtime distribution is re-established.

Notwithstanding any other provision of this Agreement, no employee may refuse to remain and perform work until they have been replaced and they have been relieved by their supervisor. Leaving the job without having been replaced shall be just cause for termination and will be considered patient abandonment. During emergency situations, employees may be mandated to report for work.

Section 10.8.

- (a) An employee who is scheduled to work six (6) continuous hours or more shall be provided an unpaid meal period of thirty (30) minutes, no later than five (5) hours after the employee begins work. The meal period shall be an uninterrupted meal period during which no work is to be performed. However, if a work-related emergency prevents an uninterrupted meal period, the employee must inform the supervisor immediately and follow whatever procedures they are instructed to follow to assure compliance with the law. In the event a meal period is interrupted and the employee receives less than a 20 minute uninterrupted meal period, the employee shall be paid for the entire meal period, or shall be given an additional meal period.
- (b) Any employee who is scheduled to work more than four (4) continuous hours shall receive at least one (1) continuous fifteen (15) minute break. Employees will inform their supervisor when leaving for break.

- (c) Meal period and/or breaks may not be combined together or added to the start or the end of a shift. Meal periods and breaks will be scheduled by the appropriate supervisor to assure continuity of care to resident.

Section 10.9. In the event the Employer has difficulty scheduling weekend work, the Employer may seek volunteers. If the Employer cannot readily obtain sufficient volunteers, the Employer may require employees to work such weekends on the basis of reverse seniority, starting first with the least senior employee who has the ability to perform the available work. No employee shall be required to work more than two (2) consecutive weekends except in case of absenteeism, where there is an emergency, or where the employee has previously volunteered for such weekend work. Any employee who does not perform work on a scheduled weekend may be required to work a “make up” weekend at the Center’s discretion.

Section 10.10. Work Schedules. Work schedules shall be posted no later than seven (7) calendar days prior to the start of the next schedule. Where changes in work schedules are made, the Employer will provide reasonable notice to the employee or employees affected by the changes with due regard to the Employer’s problems created by absenteeism, emergencies, and legal obligations regarding staffing levels.

All requests for particular days off shall be made as far in advance as possible, but not later than 21 calendar days prior to the posting of the schedule containing the requested day off. The Employer will attempt to grant such requests by seniority and ability to perform the job required. The employer will attempt to grant such requests by seniority, but the employer shall have the right to limit numbers of employees that take time off in order to maintain proper resident care, as determined in the sole discretion of the employer. All requests shall be in writing by the employees, and copies shall be given to the Administrator or his/her

designee. A copy of approval shall be provided to the employee, and cannot be changed except by mutual agreement between the employee and the Administrator or his/her designee.

Section 10.11. Except as otherwise provided herein, an employee shall be paid only for hours actually worked. Any employee who arrives at his work area after his scheduled starting time shall be considered tardy. Employees are required to report to their work stations, ready to work, at the time designated on their work schedule, and to remain at their work stations until completion of their scheduled work hours, unless excused by their supervisors. Excessive violations of this Section may result in disciplinary action(s) up to and including termination.

Section 10.12. An employee who is more than one (1) hour late without having notified the Center may be sent home for that day without pay. If the employee is sent home, the entire day will be regarded as an unexcused absence.

Section 10.13. An employee called to come to work to fill in on a shift will be allowed two (2) hours to report in. If the employee does not report in within the two (2) hours, he/she may be sent back home. If the employee reports to work within the first two hours of the shift, he/she shall be paid for the whole shift provided the employee works the remainder of the shift from the time the employee reported for work.

Section 10.14. Employees will be paid bi-weekly.



### Section 10.15 Low Census.

Low census is defined as a decline in resident census resulting in a temporary staff decrease. Employees will be given 24 hour notice in the event that staffing needs to be adjusted.

During periods of low census, the Employer will assign low census to nurses and or CNAs in the following order:

Agency (personnel employed on a day-to-day basis);

Volunteers;

Employees working in overtime.

Regular part-time employees working above their assigned FTE status;

Full-time and part-time employees who are making up low census days from earlier in the pay period;

Full-time or part-time employees in accordance with the low census rotation.

In the event there are no volunteers, the Employer will assign and rotate mandatory low census equitably among all employees within the affected department on the affected shift, providing skill, competence, ability and availability are not considered to be overriding factors in the opinion of the Employer. Each Department will have a seniority roster by shift. If the employee is not available by telephone on their mandatory low census rotation turn, and reports to work without checking census status, upon reporting for work the employee may be low censused without pay. Each employee is responsible for knowing their position on the low census roster. All low census hours taken shall count toward the accrual of benefits. Vacation benefits may be used on a low census day to substitute for the loss of salary. An employee who is placed on low census will be allowed to fill another open shift provided the replacement shift is in the same pay period and will not result in additional overtime. All records of low census will be maintained by the department manager.

If census should increase and a need to add additional staff, the low censused employees will be given first opportunity to fill the need.

If a nurse or CNA is inadvertently low censused out of turn, the mistake will be remedied on the next rotation or as soon as possible.



## **ARTICLE 11 - LEAVES OF ABSENCE**

**Section 11.1.** All requests for leaves of absence must be in writing and submitted to the employee's immediate supervisor. All requests should include the reason for the leave, the date the leave is to begin, and the date the employee expects to return to work.

**Section 11.2.** Any employee who while on leave of absence accepts employment with another employer, or goes into business for himself or herself, is subject to discharge for cause.

**Section 11.3.** In the case of illness or injury leave, the employee must use all accumulated sick days as part of the leave of absence. Unused vacation may be used, but is not required. Any leave granted under this Article because of the birth or placement of a child, because of the serious health condition of the employee or because the employee must care for a spouse, child or parent with a serious health condition shall be considered leave under the Family and Medical Leave Act ("FMLA"), and the Center may require the employee to provide certification of a serious health condition pursuant to the FMLA.

**Section 11.4.** Employees returning to work from a leave of absence due to illness or injury will be required present a fitness for duty certificate from the employee's health care provider confirming that the employee may resume his or her work responsibilities. The certificate must specifically address the employee's ability to perform the essential functions of his or her position. The certificate must be received by the Center prior to the employee being permitted to return to work.

**Section 11.5.** Military leaves of absence and the re-employment rights of employees who serve on the Armed Forces of the United States will be determined on the basis of applicable federal or state law.

## **ARTICLE 12 - JURY DUTY**

**Section 12.1** Any employee called as a juror will be granted excused absence with pay for time lost provided that when the employee receives his/her check for duty payment or witness fees he endorses it to and remits the same to the Facility. Jury duty pay is capped at seven (7) days for hourly employees for missed, scheduled work days. While on jury duty, employees schedule shall be converted to day shift.

Employees must notify, and present written evidence, to their supervisor of the jury duty summons or witness subpoena as soon as possible so that the supervisor may make arrangements during their absence. Employees are expected to report for work whenever the court schedule permits, or upon termination of their jury obligations.

## **ARTICLE 13 - GRIEVANCE AND ARBITRATION PROCEDURE**

Section 13.1. The Center and the Union recognize the mutual benefits resolving disputes over the interpretation or application of this Agreement in a prompt and orderly fashion to maintain harmonious relations and optimum resident care. Toward that objective, the parties agree that all differences, disputes, and grievances that may arise between the employees, the Union, and the Employer during the term of this Agreement involving interpretation or application of this Agreement shall be taken up in the manner set forth below. If any employee or group of employees feel that any rule, policy, instruction, or order of a supervisor is improper, that employee or group of employees shall comply with the rule, policy, instruction or order. The employee may thereafter file a grievance under the grievance procedure provided in this Agreement.

Section 13.2. Grievances must be filed and processed in the following manner:

STEP 1. Between the aggrieved employee and/or the Steward and the employee's Department Head. The employee or the Union must raise a grievance within seven (7) calendar days after the occurrence or event giving rise to the grievance. This written grievance shall be signed by the representative, and shall be submitted to the Department Head. Within seven (7) calendar days after receipt of the grievance, the Department Head shall meet with the union representative. The Department Head shall issue a written response to the grievance within seven (7) calendar days.

STEP 2. If the response of the Department Head is not acceptable to the Union, the grievance shall be presented to the Administrator (or Administrator's designee) in writing, no later than fourteen (14) calendar days after the

Department Head response. The Administrator (or designee) shall meet with the Union Representative within fourteen (14) calendar days of receipt of the grievance to attempt to resolve the grievance. This time frame may be extended up to thirty (30) days with mutual agreement of the Employer and Union.

Thereafter, the Administrator shall endeavor to provide an answer to the grievance within fourteen (14) calendar days of the meeting. If the Administrator denies the grievance or does not provide a written response within fourteen (14) calendar days of the meeting, the Union may appeal to the Governing Body (also known as the Center's Owners), provided such appeal is received by the Governing Body within fourteen (14) calendar days of the date of the Administrator's answer in Step 2, or within fourteen (14) calendar days of the date the Administrator's answer was to be provided.

STEP 3. The Governing Body shall endeavor to answer the grievance in writing within fourteen (14) calendar days of receipt of the appeal. If the answer is unacceptable to the Union or if the Governing Body does not provide a written answer within fourteen (14) calendar days of such appeal, the Union may appeal the grievance to arbitration in strict accordance with the provisions of Section 13.5, below.

Section 13.3. Grievances involving the discharge or suspension of any bargaining unit employee must be filed in writing at Step 2 with the Administrator. To be timely, such grievance must be filed within seven (7) calendar days of the date the employee became aware of the discharge or suspension.

Section 13.4. All written grievances must contain the following information: (a) the name of the grievant or grievants, (b) the act or occurrence complained of, (c) the date of said act or occurrence, (d) the specific contract provision or provisions alleged to have been violated, (e) the specific manner in which it is believed those provisions were violated, (f) the relief sought, and (g) any other information relevant to the prompt investigation and resolution of the grievance.

Section 13.5. Arbitration. If any grievance is not resolved in the manner set forth above, then any such grievance timely and properly processed through the above procedure may be appealed to arbitration by the Union by giving written notice of its desire to arbitrate. Such notice must be received by the Administrator within fourteen (14) calendar days of the date the Employer's answer in Step 3 was due.

If the grievance is submitted to Arbitration, the Arbitrator shall be selected by agreement between the Employer and the Union. When the parties fail to agree upon an Arbitrator within five (5) working days after the written notice of the Union's desire to arbitrate, the following selection process shall occur:

The Union shall request in writing (with a copy to the Administrator) the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators, all of whom are members of the National Academy of Arbitrators, and from Illinois. Such request must be made within seven (7) calendar days of the date the demand for arbitration is sent to the Employer. The parties shall select the Arbitrator from that list by alternately striking the names until one name remains. Each party shall have the right to reject one entire panel. Separate grievances may not be joined in a single arbitration except by mutual agreement of the parties.

The Arbitrator shall be bound by the express provisions of this Agreement and shall not have the power to add to or subtract from or modify any of the express provisions of this Agreement or create any obligation not expressly contained in this Agreement. The Arbitrator's decision consistent with this authority shall be final and binding on the Employer, the Union, and the employees. The cost of arbitration shall be shared equally by the Employer and the Union. Such costs shall include the filing fee, if any, the Arbitrator's fee and expenses, transcript, and place of holding the hearing. Each party shall be responsible for compensating its own representatives.

In the event any back pay award is determined to be appropriate, any interim earnings (other than earnings from secondary employment held prior to discharge or suspension and in an amount consistent with the prior level of employment) or unemployment compensation received by the employee shall be deducted from the amount due. No monetary remedy for any grievances shall be awarded for a period earlier than thirty (30) calendar days prior to the filing of the grievance, unless the grievance asserts the failure to pay earned wages and/or benefits. Pending final disposition by the Arbitrator, the Employer shall have the right to request verification of interim earnings and/or unemployment compensation received by the employee.

The time limits set forth in this Article, including the time limits for demanding a panel of arbitrators from the FMCS, are "of the essence" and cannot be waived or extended except by written agreement of both parties to a specific date.



Section 13.6. In the event any grievance is taken to arbitration, the Arbitrator shall not consider as prejudicial or draw any adverse inference from the failure of a resident, or relative or guest of the resident, to appear at the hearing.

Section 13.7. 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.

Section 13.8 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:

- 1) The request is made in a timely way giving the employer reasonable time to locate and copy said documents;
- 2) The request does not pertain to documents considered confidential by law or would constitute an unwarranted violation of privacy; or
- 3) The request diminishes or compromises, or has the potential to diminish or compromise, any provision of (a). the Employer's Abuse, Neglect, and Misappropriate of Resident Funds/Items policy, or (b). the Employer's Abuse and Neglect Prevention procedures, including, but not limited to, ensuring reporter anonymity per their request (e.g. employees, residents, visitors, families, vendors, outside community providers, governmental agents) in compliance with State and Federal guidelines and regulations to prevent fear of reprisal.

If concerns regarding confidentiality and/or diminishment of Abuse and Neglect policies and prevention can be reasonably resolved by redacting documents or obtaining appropriate consents, the requested documents shall be provided subject to approval of the Administrator or

appointed designee and their determination if such disclosure is in accordance with resident confidentiality, safety and in compliance with Abuse and Neglect policies.

## **ARTICLE 14 - BEREAVEMENT LEAVE**

**Section 14.1** In the event of death of an employee's family member (parent, spouse, spouse's parent, child, brother, sister, grandparent, grandchild, step child, or foster child), an employee will be granted up to three (3) days leave of absence with full pay to make household adjustments or to attend funeral service. This benefit is available upon completion of the employee's 90-day probation period. The Facility may require the employee to provide evidence of death and relationship.

## **ARTICLE 15 - HOLIDAYS**

**Section 15.1** The Facility recognizes these holidays:

New Year's Day

Memorial Day

July 4<sup>th</sup>

Labor Day

Thanksgiving Day

Christmas Day

Holiday pay will be calculated as follows: all regular full-time and regular part-time employees shall receive holiday pay based upon their normally scheduled hours. Employees, however, will not be paid more than 8 hours of pay per holiday. Holiday pay will be computed based upon the rate received by the employee as of the time of the Holiday. Employees who regularly work less than twenty (20) hours per week will not receive pay for a holiday not worked.

As the Facility operates 365 days per year, it is necessary for employees to work on designated holidays. To be eligible for holiday pay, the employee must work all of the scheduled day before, and all of the scheduled day after, the holiday.

Employees who work on a holiday shall receive holiday pay plus their regular hourly rate for all hours they work on the holiday. However, any employee assigned to work on a holiday and who does not work will forfeit their holiday pay.

Holiday pay, like all other paid time off, is not considered time worked and will not count toward the payment of overtime. In the event the employee is on a scheduled vacation at the time the holiday occurs, the employee will not be charged with using a vacation day on the day of the holiday.

## **VACATIONS**

**Section 16.1**      Gardenview Manor believes that everyone needs time off to rest, refresh, and reenergize. As such, vacation time is not to be used as a bank. It is to be used to take time off. Therefore, employees must take their vacation during the twelve (12) month period following their vacation eligibility year. Vacation time not used during this period will be forfeited. However, if, within the ninety (90) day period leading up to the employee's subsequent anniversary date, the employee is unable to schedule or take an approved vacation due to the employer's request; and after the employee has demonstrated reasonable effort to take vacation prior to their subsequent anniversary date, the employer may approve a carryover of the unused vacation time for a maximum of ninety (90) days past the subsequent anniversary date.

**Section 16.2**      Vacation time shall not accrue but will be allocated to the employee's vacation bank upon completion of 12 consecutive months of employment and upon their anniversary date thereafter. Vacation time shall be calculated on the basis of years of service and shall be pro-rated in proportion to total hours worked for the preceding 52 weeks. Employees who do not regularly work a minimum of twenty (20) hours per week are not eligible for vacation benefits.

Full time employees will be allocated vacation in accordance with the following schedule:

5 days per year after 1 year of service (Maximum of forty (40) hours) to be used in the subsequent year.

10 days per year after 2 years of service (Maximum of eighty (80) hours) to be used in the subsequent year.

15 days per year after 8 years of service (Maximum of one hundred twenty (120) hours) to be used in the subsequent year.

All regular full-time and regular part-time employees shall receive vacation pay based on the above schedule, calculated as follows: Each week of vacation will translate to pay equal to the average number of hours worked per week by the eligible employee, measured over the preceding fifty-two (52) weeks. This average shall be calculated as follows: total hours worked in the preceding 52 weeks (up to a maximum of 2080 hours) divided by 52. Employees, however, will not be paid more than 8 hours of pay per vacation day.

Vacation pay will be computed based upon the pay rate received by the employee as of the time the vacation is taken. Employees who regularly work less than twenty (20) hours per week are not entitled to vacation time.

Vacation benefits are to be used within one year of the date earned. Vacation time is scheduled by the Department Head in accordance with section 10.10., "All requests for particular days off shall be made as far in advance as possible, but not later than 21 calendar days prior to the posting of the schedule containing the requested day off. The Employer will attempt to grant such requests by seniority and ability to perform the job required. The employer will attempt to grant such requests by seniority, but the employer shall have the right to limit numbers of employees that take time off in order to maintain proper resident care, as determined in the sole discretion of the employer. All requests shall be in writing by the employees, and

copies shall be given to the Administrator or his/her designee. A copy of approval shall be provided to the employee, and cannot be changed except by mutual agreement between the employee and the Administrator or his/her designee”.

Casual and PRN employees are not eligible for sick time, vacation, or holidays.



## **SICK DAYS**

Section 17.1 Sick time shall not accrue but will be allocated to the employee's sick bank upon completion of 12 consecutive months of employment and upon their anniversary date thereafter. Sick time shall be calculated on the basis of years of service and shall be pro-rated in proportion to total hours worked for the preceding 52 weeks in accordance to the following schedule:

3 days per year after 1 year of service (Maximum of twenty four (24) hours)

5 days per year after 5 years of service (Maximum of forty (40) hours)

All regular full-time and regular part-time employees shall receive sick pay based on the above schedule, calculated as follows: Each sick day will translate to pay equal to the average number of hours worked per day by the eligible employee, measured over the preceding fifty-two (52) weeks. This average shall be calculated as follows:

Total hours worked in the preceding 52 weeks (up to a maximum of 2080 hours)/52

5

Employees, however, will not be paid more than 8 hours of pay per sick day.

Unused sick days will accumulate from year to year up to a maximum of twenty (20) days. Sick Pay will start on the 2nd day of illness

Sick pay hourly rates will be computed based upon the rate received by the employee as of the time the sick day is taken. Employees who regularly work less than twenty (20) hours per week shall not receive paid sick time.

In the event of an extended absence for illness in excess of three consecutive working days the Facility may require written documentation from a physician. Sick pay is intended to be used only for illness or injury, and accordingly will not be paid out upon termination of employment.

## **ARTICLE 18 - WAGES**

Section 18.1. Effective October 1<sup>st</sup>, 2017 all non-probationary non nursing staff shall receive a 25 cent per hour increase.

Section 18.2. Effective October 1<sup>st</sup>, 2017 all non-probationary CNA's shall receive a 25 cent per hour increase.

Section 18.3. Effective October 1<sup>st</sup>, 2017 all non-probationary LPN's shall receive a 35 cent per hour increase.

Section 18.4. Upon ratification, all non-probationary staff shall receive a \$216 signing bonus.

Section 18.5. The Company and the Union agree to begin negotiations for 2018, and 2019 wage increases on or before July 1<sup>st</sup>, 2018.

## **ARTICLE 19 - MISCELLANEOUS**

Section 19.1 - Individual Agreements. No individual agreement between an employee, including a regular or other employee and the Center, or between such an employee and other employees or department heads or supervisors at the Center's facility, which is in violation and conflicts with an express and specific provision of this Agreement shall be permitted. Such an agreement shall be considered a violation and shall not be binding on either of the parties to this Agreement.

Section 19.2 - Right of Inspection. The Center reserves the right to open and inspect lockers, parcels, and handbags carried into or out of the Center when it is considered necessary. The examination of lockers, parcels, and handbags will be done in the employee's presence and one (1) witness and only with the approval of the Administrator or appointed designee. The Center reserves the right to institute video surveillance mechanisms at any time and in any area (except any area where employees have a reasonable expectation of privacy).

Section 19.3 - Conformity to Law. Nothing in this Agreement is intended to violate any federal or state law. If any part of this Agreement is construed to be in such violation then that part shall be made null and void and the parties agree that they will, within thirty (30) days, begin negotiations to replace said void provision with a valid provision.

Section 19.4 - Entire Agreement - Clear and Unmistakable Waiver of Right to Bargain. This written Agreement constitutes the entire Agreement between the Center and the Union, and supersedes and replaces any and all obligations,

practices, understandings, and agreements, whether written or oral, or expressed or implied between or concerning the employees and the Center. Any amendment, modifications, or addition must be reduced to writing, and duly executed by the parties to be effective. This is the complete agreement providing all benefits to which any employee may be entitled, and it is expressly understood and agreed that the Center has no obligation to any employee or employees other than those specifically provided herein.

The parties acknowledge that during the negotiation which resulted in this Agreement, each 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, and that the understanding and agreements arrived at by the parties after and exercise of that right and opportunity are set forth in the Agreement.

Therefore, the Company and the Union, for the term of this Agreement, each voluntarily, unqualifiedly, clearly and unmistakably waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject matter not referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge or contemplation for either or both of the parties at the time that they negotiated or signed this Agreement.

Section 19.5 - Amendments. Any modification or supplement to this Agreement to be effective must be reduced to writing and executed by proper representatives of each party.

Section 19.6 – Duration

This Agreement shall be in full force and effect from October 1, 2017, to September 30, 2020.

This Agreement shall continue thereafter from year to year, unless written notice of the desire to terminate or modify the Agreement is served by either party upon the other more than sixty (60) but less than one-hundred twenty (120) days prior to the above date of termination or the anniversary of any renewal period hereof. Where written notice of termination is timely served, this Agreement shall terminate on the stated date of expiration unless the parties agree to extend this Agreement on terms which are acceptable to both parties.

---

IBEW Local 21

---

Date

---

Gardenview Manor LLC

---

Date