

AGREEMENT

COUNTY OF VERMILION COUNTY BOARD, AUDITOR, CORONER, COUNTY

CLERK,

RECORDER, TREASURER, STATE'S ATTORNEY, AND SUPERVISOR OF

ASSESSMENT

AND

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL #21

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## AGREEMENT

This AGREEMENT is entered into by and between the County Board, Auditor, Coroner, County Clerk, Recorder, Treasurer, State's Attorney, and Supervisor of Assessments of the County of Vermilion, hereinafter referred to jointly and collectively as the "Employer" and the International Brotherhood of Electrical Workers, Local #21, AFL-CIO, hereinafter referred to as the "Union". The Union members ratified this contract on the 21<sup>st</sup> day of May, 2010 and the Employer approved this contract on the 8<sup>th</sup> day of June, 2010.

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 follows:

ARTICLE 1  
RECOGNITION

1.01 The Employer recognizes the Union as the exclusive representative of employees in the bargaining unit set forth in the Amended Certification of the Illinois State Labor Relations Board in Case Number S-RC-16, incorporated by reference herein, for purposes of collective bargaining with respect to rates of pay, hours of employment, and other terms and conditions of employment.

1.02 In the event that any new or different classifications of employees not listed above as being within the bargaining unit of this Agreement, or, in the event that the duties and responsibilities of any of the classifications listed above are changed, and, the Parties are unable within a brief and reasonable period of time to determine whether it is appropriate and consistent with the Certification and with this Article 1 either to include or to exclude such classification in the bargaining unit, then the Parties shall seek a clarification of such issues from the State Labor Relations Board.

ARTICLE 2  
RIGHTS RESERVED BY THE EMPLOYER

2.01 Except as limited by the express language of this Agreement, the Employer retains and reserves the sole and exclusive rights to manage and to control its properties and its operations; and to manage its business affairs; to direct its employees, including the exclusive rights to hire, to assign, to transfer, to promote, to demote, to layoff, to recall, to evaluate performance, to determine qualifications, to discipline, to discharge for just cause, to make, modify, and enforce rules and regulations, to establish and to effectuate policies and procedures, to set standards of performance, to determine the number of employees, the duties to be performed, and the hours and locations of work; to establish, change, or abolish positions, to discontinue any function; to sub-contract, to create any new service or function; to make any technological changes; to install or remove any equipment, regardless of whether any such action causes reductions or transfers in the work force, or whether such action requires an assignment of additional, or fewer, or different duties, or causes the elimination or addition of positions; to either temporarily or permanently close all or any portion of its facilities and/or relocate such facilities or any operations. Provided, that the foregoing rights may not be exercised in a manner which is in conflict with explicit provisions of this Agreement. Provided, further, that subcontracting of bargaining unit work shall not have the effect of displacing bargaining unit employees in the offices of the County Clerk, County Recorder, Auditor, State's Attorney, Supervisor of Assessments, Coroner, or County Treasurer.

The rights expressly reserved by this Article 2 are merely illustrations of and are not inclusive of all the rights retained by the Employer. Rights reserved by management may not be exercised in a manner which conflicts directly with other express and explicit provisions of this Agreement.

The rights set forth above, and any and all rights, powers, authorities, and prerogatives the Employer had before entering into this Agreement are retained and reserved by the Employer unless expressly and explicitly waived herein. The Employer reserves the right to assign to or to allow Statutory Supervisors to perform any work for the Employer.

ARTICLE 3  
NO STRIKES - NO LOCKOUTS

3.01 During the term of this Agreement, there shall be no strikes, slow-downs, stoppages of work, or interference in any form with work or operations for any reason, cause, or purpose during the term of this Agreement. The Union also expressly waives, for the term of this Agreement, any right to strike over matters which are not subject to the Grievance and/or Arbitration procedures of this Agreement, including any sympathy strikes.

3.02 Any employee who engages in any strike, slow-down, stoppage of work, or interference with production or operations, including any wildcat or sympathy strike, during the term of this Agreement shall be subject to immediate discharge, and shall have no rights or recourse under this Agreement. Stewards, Committeemen, and all employees who hold any office or position with the Union occupy a position of special trust and responsibility in maintaining and bringing about compliance with this provision. This provision shall not prevent any IBEW Local 21 Area Steward, or Chief Steward from honoring any legal picket line conducted by IBEW Local 21; provided there shall be only one union representative covered by this exception.

3.03 There shall be no lockout of the employees by the Employer during the term of this Agreement.

ARTICLE 4  
GRIEVANCE, MEDIATION, AND ARBITRATION PROCEDURE

A. GRIEVANCE PROCEDURE

4.01 A grievance is defined as a complaint by an employee that a particular provision of this Agreement has been violated or any non-contractual disagreement between any employee and management. The grievance and arbitration procedure set forth herein, and any other such procedure shall expire, become null and void, and shall not be enforceable after the expiration date of this Agreement.

4.02 If a grievance arises, it shall be handled in the following manner:

a) Any employee having a grievance shall first discuss the matter with his immediate supervisor. In the case of Vermilion Manor Nursing Home nursing employees, the immediate supervisor shall mean the Charge Nurse. After meeting with the Charge Nurse, the grievance shall be discussed with the Assistant Director of Nursing or the Director of Nursing. If it is not settled promptly, the employee may grieve as follows:

b) The grievant or his representative must set forth in writing the facts involved and the specific provision(s) of the Agreement (if any) alleged to be violated within fifteen (15) calendar days after the employee knew or should have known of the event giving rise to the grievance. This written grievance shall be signed by the employee and/or his representative, and shall be submitted to the Employer. Within fifteen (15) calendar days after receipt of the grievance, the employer's representative shall answer the grievance in writing.

c) If the answer of the Employer or its representative is not acceptable to the Union the grievance shall be appealed to the Human Resource Director in writing no later than 14 calendar days after the Employer's answer. The Human Resource Director or his/her designee will meet with the Business Representative of the Union or his/her designee as early as practicable but within 30 days of mailing of the written appeal. The parties will mutually agree on a date and time for the meeting. A meeting at any step of the procedure may be recessed or reconvened at a later date if the Parties mutually agree. Either party may bring persons to the meeting to aid in the resolution or discussion of the grievance. The Human Resource Director will provide an answer in writing within 14 calendar days after the meeting.

d) If the answer of the Human Resource Director is not acceptable to the Department Head or Elected Official, he shall respond to the recommendation within 30 days of the answer of the Human Resource Director by either rejecting the recommendation or submitting a modified response to the grievance in response to the Human Resource Director's recommendation. If the Department Head or Elected Official has not provided a written response to the Human Resource Director's recommendation within 30 days, this shall be deemed a rejection of the recommendation and the Union may proceed in accordance with §4.02 (e). The written response by the Department Head or Elected Official shall be sent to the Union and the Human Resources Director.

e) If the recommendation of the Human Resource Director is not acceptable to the Union or if the Department Head or Elected Official's response provided pursuant to §4.02 (d) is not acceptable, the grievance (if it pertains to the alleged violation of a particular provision of this Agreement) may be submitted to Arbitration if either party submits written Notice of Intent to Arbitrate by Certified Mail within forty-five (45) calendar days after the date the Department Head or Elected Official's response or failure to respond pursuant to §4.02 (d). While Arbitration of the dispute is pending, the grievance (if it pertains to the alleged violation of a particular provision of this Agreement) will be submitted to Mediation pursuant to the below procedures upon the request of either party.

f) Failure of either party to comply with the time limits specified herein shall be construed to be an abandonment of the position taken on the grievance by the party failing to comply with said time limits. The time limits set forth in this Article may be waived only and without exception by written mutual agreement between the parties.

g) By mutual agreement of the Employer and the Employee, as represented by the Union, 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.

h) 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, and

(2) the request does not pertain to documents considered confidential by law or would constitute an unwarranted violation of privacy as defined under the Freedom of Information Act.

However, if concerns regarding confidentiality or privacy can be reasonably resolved by redacting documents or obtaining appropriate consents, the requested document shall be provided. If a dispute arises due to privacy or confidentiality concerns, the Department Head or their delegate, the Union and the State's Attorney or Assistant State's Attorney shall meet to resolve the dispute.

4.03 Stewards shall handle Union business, or other Union members only, while off duty, unless mutually agreed otherwise, or pursuant to the procedures set forth in Article 10 below.

#### B. MEDIATION PROCEDURE

4.04 If a grievance is to be submitted to Mediation, the Mediator shall either be appointed by the appropriate Federal Mediation and Conciliation Office or be selected by agreement between the Employer and the Union. When the parties fail to agree upon a Mediator within five (5) working days after agreement to mediate, the Union or the parties, jointly, shall promptly request a list of seven (7) names from the Federal Mediation and Conciliation Service. The decision to choose will be made by the party requesting mediation.

4.05 The mediation hearing shall be conducted by the Mediator, at mutually agreeable times and places, or, failing agreement of the parties, at times and places designated by the Mediator.

4.06 In conducting the hearing, the Mediator shall not be bound by rules of evidence or procedural rules, and the parties shall be allowed, subject to the governance of the Mediator, to present their respective facts and arguments as they see fit.

4.07 At the conclusion of the hearing, the Mediator may attempt to obtain a compromise between the parties, and may, in conjunction with such efforts, give the parties an advisory settlement proposal, which may advise the parties of the ruling the Mediator would expect if the matter were to be submitted to Arbitration and the reasons therefore, on the basis of the facts presented, the applicable contract provisions and the positions of the parties.

4.08 The opinion of the Mediator shall be advisory. If it is or is not accepted by the parties, it shall not be admissible evidence in, and it shall be forever excluded from, any subsequent Arbitral, Administrative, or Judicial Proceeding.

4.09 Each party will pay its own participants and its own witnesses. The parties will share equally only the fee and expenses of the Mediator, and the cost, if any, of the hearing room. Grievances which do not pertain to the alleged violation of particular provisions of this Agreement is not subject to Mediation, even though such grievances may have been entertained by the parties in other steps of the procedures set forth in this Article 4.

#### C. ARBITRATION PROCEDURE

4.10 If the parties agree to submit a grievance 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 agreement to arbitrate, the

Union or the parties jointly shall promptly request a list of seven (7) names from the Federal Mediation and Conciliation Service. Either party may reject the first, and request a second list of seven (7) more names, after prompt notice to the other party. Each party shall alternately strike names; the moving party striking first, from the list employed by the parties until one (1) name remains, which shall be the Arbitrator selected.

4.11 The Arbitrator shall have no power to add to or to subtract from or to alter or modify any of the express terms of this Agreement, or to ignore or to imply any term or provision. Within the foregoing limitation, the decision of the Arbitrator shall be final and binding. Grievances which do not pertain to the alleged violation of particular provisions of this Agreement is not subject to Arbitration, even though such grievances may have been entertained by the parties in other steps of the procedures set forth in this Article 4.

4.12 Each party will pay its own participants and its own witnesses. The parties will share equally only the fee and expenses of the Arbitrator and the cost, if any, of the hearing room and reporter.

ARTICLE 5  
DEFINITIONS

When used in this Agreement, the following terms will be construed to have the following meaning:

5.01 The term "Regular full-time Employees" shall be construed to mean non-probationary persons who are included in the bargaining unit represented by the Union and are regularly scheduled to work thirty (30) or more hours per week.

5.02 The term "short-term Employee" shall be as defined in the Act, an employee who is employed for less than two consecutive calendar quarters during a calendar year and who does not have reasonable assurances that he will be rehired by the same Employer for the same service in a subsequent calendar year. The Employer shall have the right to employ short-term employees to perform any work required. Such employees shall not cause the lay off of regular employees and shall be entitled to no benefits in addition to the payment of their wages for times when they are actually employed and working.

5.03 The term "Regular part-time Employees" shall be construed to include those persons who are regularly scheduled to work less than thirty (30) hours in a regular workweek.

ARTICLE 6  
SENIORITY

6.01 Seniority shall be defined as each employee's length of continuous service within the bargaining unit since his last date of hire.

6.02 All new or rehired employees shall be required to serve a probationary period of ninety (90) calendar days. Notwithstanding the above provision, employees in the offices, departments, and/or position classifications listed below shall be required to serve a probationary period of the length specified below:

<u>Office or Department and Classification</u>	<u>Probationary Period</u>
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ANIMAL CONTROL

Part-time animal Warden	One year
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6.03 During the probationary period, the Employer will evaluate each employee's suitability for employment beyond such period. The Employer shall retain the unqualified right to terminate the employment of any probationary employee at any time without prior notice or assignment of reasons. No probationary employee shall have any rights or recourse under this Agreement, in regard to the termination of his employment.

6.04 The Employer shall quarterly post a seniority list. Upon request, a current list will be sent to the Union or given to a Union representative.

6.05 An employee shall forfeit his seniority and his status as an employee:

- a) If he quits, is discharged, is otherwise terminated, or retires.
- b) If he performs no work for the employer for a period of twelve (12) months, or a period equal to his seniority, whichever is shorter, less any concurrent period of paid absence or unpaid leave of absence; or any temporary period of absence because of an injury of illness arising from his employment with the Employer and covered by the Workers Compensation Act.
- c) If he fails to report for work within ten (10) calendar days after notice of recall is mailed to his address of record, pursuant to Section 06.07 below.
- d) If he fails to return to work at the end of a leave of absence or vacation, unless such failure was due to a reason beyond the employee's control.
- e) If he is absent from work for three (3) consecutive workdays without notice to his immediate supervisor. However, nothing in this Agreement shall be construed to limit the Employer's right to discharge an employee for excessive absence or tardiness.

6.06 In the event that it becomes necessary to lay off employees for any reason, they shall be laid off in the inverse order of their seniority, within Office or Department and Classification after temporary, casual, and probationary employees. The Union shall be given fifteen (15) days advance notice of the layoff of regular full-time employees. In the event of recall, employees shall be recalled in order of their seniority within departments or offices and classifications. No new employees shall be hired into a classification, office, or department until all employees on layoff from such offices, departments, and classifications desiring to return to work have been offered recall to such offices, departments, and classifications. Employees to be recalled will be sent a notice of recall by Certified Mail, Return Receipt requested, to their address of record. For the purpose of any notice required herein, each employee shall be responsible for having his current address and telephone number on file with the Employer.

For Vermilion Manor employees only, any employee laid off or reduced to part-time status due to schedule changes or other reasons shall also have the option to place an open bid for all vacancies in other classifications of the department for which he/she is qualified. In case of open bids made by such employees, the employees will be offered the vacancy in order of prior seniority with the department after all employees on layoff from that job classification have first been offered the vacancy and prior to any other applications being considered.

6.07 Before other means are utilized, the Employer shall post notices of vacancies and new positions for five (5) days, but the Employer may fill such vacancies and new positions immediately pending final selection of an applicant. Any employee desiring to fill any such posted vacancy or new position shall make application in writing to the Employer within such five (5) day posting period. The Employer reserves the right to refuse the same employee more than two (2) classification changes in any twelve (12) month period as a result of job posting.

Laid off employees will be given automatic consideration for any position for which they are qualified for a period of twelve (12) months, or the length of their seniority, whichever is shorter.

6.08 Promotions and the filling of vacancies and new positions shall be made on the basis of their qualifications and performance. Where these factors are relatively equal, seniority shall be the determining factor.

6.09 Employees who are temporarily assigned to positions which are within their departments, but are outside the bargaining unit, shall not forfeit their seniority, provided, that such temporary assignment is no longer than three (3) months or extended for a longer period of time by mutual agreement.

ARTICLE 7  
WORKDAY, WORKWEEK, HOURS AND OVERTIME

7.01 The normal workweek for regular full-time employees shall consist of forty (40) hours in five (5) consecutive days, Monday through Friday. The appropriate supervisor will establish the normal workweek for part-time employees. The normal workweek for hourly paid nursing home employees shall consist of forty (40) hours in a seven consecutive day period, Sunday through Saturday. Salaried nursing home employees may be regularly scheduled for forty (40) hours in a seven consecutive day period, Sunday through Saturday, if the services they provide are required by the State to be provided seven days a week.

7.02 The normal work day for nursing home employees shall consist of eight (8) hours per day, which includes a thirty (30) minute paid lunch period and two (2) paid fifteen (15) minute breaks. The normal work day for all other employees shall consist of eight (8) hours per day, which includes a paid sixty (60) minute lunch period and two (2) paid ten (10) minute breaks.

7.03 The normal office hours shall be 8:00 a.m. to 4:30 p.m. or as required by statute or operational requirements. Lunch periods are to be scheduled near the mid-point of the workday and breaks are to be scheduled during the first and second halves of the workday, if conditions within the Employer's control permit. The County agrees to pay a minimum of two (2) hours callout pay at the appropriate rate of pay.

7.04 The Official or Department Head in each department or office shall establish the scheduled starting and quitting times for specific job classifications or divisions within each department or office according to statutory and operational requirements.

7.05 The Employer reserves the right to schedule employees within different job classifications, divisions, and departments on staggered schedules in order to maintain continuous operations whenever the Employer concludes that such actions are necessary or appropriate. If the Employer assigns an employee to a different classification for more than fourteen (14) calendar days, the assignment will be offered by seniority.

7.06 Employees will be paid overtime pay or compensatory time at the rate of time and one-half for all hours worked in excess of forty (40) hours worked in a work week.

ARTICLE 8  
BULLETIN BOARDS

8.01 The Employer will designate areas on or for bulletin boards for posting of notices signed by an Official of the Union and directed to employees represented by the Union.

ARTICLE 9  
NO DISCRIMINATION

9.01 Neither the Employer nor the Union shall discriminate against any employee on account of race, creed, color, religion, age, national origin, ancestry, sex, marital status, handicap unrelated to the ability to perform, nor against any disabled veteran, veteran of the Vietnam era, or of Operation Desert Storm, nor because of participation or nonparticipation in lawful union activity.

9.02 Words appearing in the masculine gender refer as well to the feminine gender unless the context of the word requires otherwise.

ARTICLE 10  
UNION BUSINESS, DUES FAIR SHARE AND DEDUCTIONS

10.01 Duly authorized non-employee representatives of the Union on the basis of prior arrangements made with the Employer representative in charge of the area involved will, where feasible and proper, be allowed to enter upon the Employer's premises when necessary for purposes of administration of this Agreement. Such activities will be conducted without interruption or interference with the Employer's operations.

10.02 There will be no union activity or business conducted by employees during their working hours, unless a duly authorized Union Official or Steward employed by the Employer is relieved of his duties to engage in or conduct business which cannot be performed outside working hours. Such employee shall advise his immediate supervisor of such circumstances and request to be relieved of his duties for the period necessary to handle the matter. Permission shall be granted unless the supervisor determines that the employee cannot be released because of the Employer's operations requirements.

10.02 (a) During the regularly scheduled orientation time at the Vermilion Manor Nursing Home, a union representative will have 30 minutes to make a union presentation. The union representative would not be paid by the County.

10.02 (b) Whenever new employees are hired in any bargaining unit of this agreement other than the Vermilion Manor Nursing Home, and the employee is a part of the bargaining unit, the employee shall be granted time off to attend a 30 minute orientation with a union representative. The Employer shall establish a regular time each month for all new employees meeting the requirements of this section to be made available to the Union at a mutually agreed upon place. The union representative will not be paid by the County for this orientation period.

10.03 The Union will notify the Employer in writing of the designation of any employees as Union representatives and of any changes in such designations.

10.04 The Employer shall deduct monthly from the pay of each bargaining unit employee from whom it has received a written authorization to do so the amount certified by the Union to be the amount required for payment of monthly membership dues and uniform initiation fees, and remit the sums deducted to the Union within twenty (20) working days after the deductions are made.

10.05 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 costs of services rendered by the Union which are chargeable to non-members under applicable law, as certified by the Union to the Employer, and which may not exceed the monthly dues uniformly required of members of the Union. Upon receipt of said certification, the Employer shall deduct

monthly and remit to the Union within twenty (20) working days thereafter the required fair share contribution from the pay of any employee who has not authorized the deduction of Union dues pursuant to 10.04 above.

10.06 The Employer shall be relieved from making the above deductions upon termination of employment, transfer from the bargaining unit, revocation of the authorization; and, 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.

10.07 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 10 or in reliance upon any list, form, notice, certification, or assignment furnished pursuant to the provisions hereof.

10.08 All employees shall be members in good standing or pay fair share, in accordance with the provisions of this Agreement.

A) The Union shall submit to the Employer an affidavit which specifies the amount constituting each employee's fair share contribution, and which describes the rationale and method by which the fair share contribution was determined, including a list of the expenditures which were included and excluded in determining the fair share contribution.

B) The Union shall prepare a notice containing the fair share fee information specified in Paragraph A of this Article 10 above, and advising that any nonmember may object to the amount of the fee

(1) through the Union's internal appeal procedure, culminating in arbitration, by sending a letter to the President by certified or registered mail or by delivery to the Union Office, at any time after the notice but within sixty (60) days after the first wage payment of the year from which his/her fair share fee has been deducted, or

(2) by filing an unfair labor practice charge against the Union with the Illinois State Labor Relations Board in accordance with the Rules of the State Labor Board, or

(3) by taking any other action available to them at law or equity.

C) The Union shall distribute the notice described in Sub-section (B) by

- (1) posting it and the Union Internal Review Procedures, and
- (2) providing business agents and stewards with copies of the notice for distribution to non-member employees, and
- (3) providing additional copies to the Employer.

D) A copy of the Union Internal Appeal Procedure culminating in arbitration of any objector's claims shall be supplied to the Employer. The Union shall advise the Employer of any subsequent changes therein.

E) Upon the Union's receipt of notice of an objector's challenge to the fair share contribution determined by the Union, the Union shall deposit in an escrow account, separate from all other Union funds, the amount of fair share payment received on behalf of an objector or objectors that is fairly placed at issue by the objection(s), but not less than thirty-three percent (33%) of the fair share fee. The Union shall furnish objectors and the Employer with verification of the terms of the escrow arrangement and, upon request, the status of the funds as reported by the bank. The escrow funds will be established and maintained by a reputable independent bank or trust company and the agreement therefore shall provide that the escrow accounts be interest bearing at the highest possible rate: that the escrow funds be outside of the Union's control until the final disposition as provided for herein; and that the escrow fund will terminate and the fund therein be distributed only by the terms of an ultimate award, determination, or judgment including any appeals, or by the terms of a mutually agreeable settlement between the Union and an objector or group of objectors.

F) If an ultimate decision in any proceeding hereunder directs that the amount of the fair share fee should be lower than the amount fixed by the Union, the Union shall promptly adopt said determination and notify the Employer to reduce deductions from the earnings of nonmembers to said prescribed amount.

G) The rights of non-association of employees based upon bona fide religious tenets or teaching of a church or religious body of which such employees are members are safeguarded in accordance with Section 6 (g) of the Act. Such employees shall pay an amount equal to their proportionate share determined under a proportionate share agreement to a non-religious charitable organization mutually agreed upon by the employees affected and the exclusive representative to which such employees would otherwise pay such fee. If the affected employees and the exclusive representative are unable to reach an agreement on the matter, an organization shall be chosen by the employee from an approved list of charitable organizations established by the Illinois State Labor Relations Board.

ARTICLE 11  
LEAVES OF ABSENCE

11.01 ELIGIBILITY. Any regular full or part-time employee may request a leave of absence without pay.

11.02 APPLICATION. Any request for a leave of absence shall be submitted in writing by the employee to his immediate supervisor, with a copy to the Director of Human Resources, stating the reason for the leave and the length of time requested.

11.03 APPROVAL. Any requested leave of absence shall be subject to the approval of the immediate supervisor who may approve or disapprove the request on the basis of the operating requirements of the employee's department, the availability of substitute employees, the reasons for the requested leave, and any other relevant factors.

11.04 OTHER EMPLOYMENT. Employees granted leaves of absence are prohibited from accepting other employment while on leave and shall be deemed to have voluntarily terminated their employment with the employer if they violate this provision.

11.05 EXTENSION. When an employee requires an extension, a request for an extended leave of absence shall be submitted and processed in accordance with the procedures set forth above.

11.06 RETURN. Upon their return, employees granted a leave of absence shall not have any guarantee of reinstatement to the position held before taking their leave of absence, but shall be entitled to exercise their seniority rights as set forth elsewhere herein.

11.07 Subject to the needs of the Employer and its operations, the Employer agrees to grant leaves of absence without pay for periods not to exceed two (2) weeks to any Union official or member for purposes of Union business, provided the Department Head for the Department in which the employee works is notified in advance of the requested leave of absence and its duration and is able to make adequate scheduling arrangements to have the employee's job covered during such absence.

11.08 During leaves of absence in excess of thirty (30) calendar days, employees shall not be entitled to or earn any vacation or holiday benefit, and shall be obligated to assume the full cost of any insurance-related benefit during such periods.

11.09 Upon their return, employees granted a leave of absence will be eligible for any wage or benefit increases.

11.10 Family and Medical Leave. Vermilion County provides its employees with benefits under the Family and Medical Leave Act of 1993 ("FMLA"). The FMLA establishes a minimum labor standard to balance the demands of the workplace with the needs of families through job protected unpaid leave.

11.10.01 Eligible Employees. To be eligible for FMLA leave benefits, an employee must:

- 1) Have worked for the County for a least 12 months before the leave request; and
- 2) Have worked 1,250 hours in the 12 months prior to a request for FMLA leave.

11.10.02 FMLA Leave. Eligible employees are entitled to take up to 12 weeks of job-protected, unpaid leave during any 12-month period. "Any 12 month period" means the 12-month period measured forward from the date an employee's FMLA leave begins. For example, an employee would be entitled to 12 weeks of FMLA leave during the year beginning on the first date FMLA leave is taken; the next 12 month period would begin the first time FMLA leave is taken after the completion of any previous 12 month period. Employees may, but are not required to, use available paid days off, such as vacation days, personal days, Option 11 days, or compensatory time during FMLA leave. This allows an employee to choose whether to use paid days off for income during FMLA leave or to save those paid days off when requesting FMLA leave. Rules for scheduling and use of paid days off when FMLA does not apply remain in effect.

FMLA leave may be requested for any of the following reasons:

- 1) Birth of the employee's child;
- 2) Placement of a child with the employee for adoption or foster care;
- 3) To care for a child, spouse, or parent with a serious health condition; or
- 4) When the employee is unable to perform the functions of his or her position because of a serious health condition.

A "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:

- 1) Any period of incapacity or treatment in connection with or consequent to inpatient care (i.e., an overnight stay in a hospital, hospice, or residential medical care facility); or
- 2) Any period of incapacity requiring absence from work, school, or other regular daily activities, of more than three calendar days, that also involves continuing treatment by (or under the supervision of) a health care provider; or
- 3) Continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition that, if not treated, would likely result in a period of incapacity of more than three calendar days; or
- 4) For a period of prenatal care.

"Continuing care by a health care provider," means one or more of the following:

- 1) The employee or family member in question is treated two or more times for the injury or illness by a health care provider. Normally this would require visits to the health care provider or to a nurse or physician's assistant under direct supervision of the health care provider;
- 2) The employee or family member is treated for the injury or illness two or more times by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider, or is treated for the injury or illness by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider - for example, a course of medication or therapy - to resolve the health condition;
- 3) The employee or family members is under the continuing supervision of, but not necessarily being actively treated by, a health care provider due to a serious long-term or chronic disability which cannot be cured. Examples include persons with Alzheimer's, persons who have suffered a severe stroke, or persons in the terminal stages of a disease who may not be receiving active medical treatment.

Voluntary cosmetic treatments (such as most treatments for orthodontia or acne) which are not medically necessary are not "serious medical condition" unless inpatient hospital treatment is required. Routine preventive physical examinations are excluded.

Medical certification is required when FMLA is claimed due to an employee's serious medical condition, or care for a child, spouse, or parent with a serious medical condition (see, section 11.10.04).

FMLA leave taken for the birth of a child, or for placement of a child for adoption or foster care, must be completed within one year of the birth or placement.

Contact the Human Resources Director for more information concerning qualifying events and availability of leave.

11.10.03 Employee Responsibilities. The following procedures apply to FMLA leave:

- 1) An employee intending to take FMLA leave must request FMLA leave by providing 30 days written notice if the need to take FMLA leave is foreseeable, and must make a reasonable effort to schedule FMLA leave so as not to disrupt departmental operations. If the need for FMLA leave is not foreseeable, the employee must indicate the qualifying reason for the request and the amount of time requested.
- 2) Employees electing to use paid days off during FMLA leave should request the same, in writing, when requesting FMLA leave, or as soon thereafter as possible.
- 3) Employees must provide medical certification of the serious health condition necessitating FMLA leave within 15 calendar days of a request for such certification (see, section 11.10.04). Failure to provide certification within this stated time limit may delay the FMLA approval, or the request may be denied.
- 4) Employees taking 10 or more consecutive days of FMLA leave due to a serious health condition may not return to work without providing medical certification of their ability to work (see, section 11. 10.05).
- 5) Failure to return to work after FMLA leave (or any extension of FMLA leave) will result in termination of employment, unless a leave of absence is granted or the absence is otherwise authorized.
- 6) Fraudulently obtaining FMLA leave shall be just cause for immediate termination.

11.10.04 Medical Certification. Medical certification is required when FMLA leave is for the employee's serious health condition, or for the serious health condition of the employee's child, spouse, or parent. Medical certification shall be provided by the employee on forms provided by the Human Resources Director within 15 calendar days of the Human Resources Director's request for certification.

The Human Resources Director as provided by U. S. Department of Labor Regulations may request recertification. The employee must provide recertification within 15 days of the request.

11.10.05 Medical Certification of Ability to Resume Work. An Employee who has taken 10 or more consecutive days of FMLA leave for the employee's own serious health condition must provide medical certification of his or her ability to return to work on the form provided by the Human Resources Director. An employee may not return to work without providing the required medical certification.

11.10.06 Other Employment. Employees on FMLA leave who accept full-time employment while on leave shall be deemed to have voluntarily terminated their employment with the Employer, if such employment is inconsistent with the reason for which the FMLA leave was granted.

11.10.07 Employment and Benefits Protection. Employees who return from FMLA leave will be restored to the same or an equivalent position as provided in U.S. Department of Labor Regulations.

Taking FMLA leave will not result in the loss of any employment benefits accrued before the leave, nor does it entitle the employee to any right, benefit, or position of employment other than those to which the employee would have been entitled had the employee not taken the leave. For example, if the employee's position would otherwise have been eliminated due to a reduction-in-force, the fact that the employee is on FMLA leave does not immunize the employee from displacement.

An employee enrolled in the county's group health insurance program may elect to continue the health insurance coverage during periods of FMLA leave. The employee must make arrangements with the County Board Office to pay the appropriate employee contributions in a timely manner. When permitted by U.S. Department of Labor regulations, the County may seek to recover contributions made by the County for the employee's group health insurance premiums during FMLA leave.

11.10.08 Prohibited Coercion. It is unlawful for any employee to intimidate, threaten, or coerce, or attempt to coerce, any other employees for the purpose of interfering with the employee's right to Job-protected FMLA leave. The terms "intimidate; threaten, or coerce" include promising to confer or conferring any benefit (such as appointment, promotion, or compensation), or taking or threatening to take any reprisal (such as deprivation of appointment, promotion, or compensation).

ARTICLE 12  
VACATIONS

12.01 All regular full-time employees with one or more years of continuous service shall be entitled to vacation time with pay according to the following schedule:

<u>Years of Service</u>	<u>Days of Vacation</u>
One	5
Two - Seven	10
Eight - Twelve	15
Thirteen - Twenty-four	20
Twenty-five or more	25

12.02 Years of service are based on calendar years.

12.03 Employees cannot accrue or accumulate vacation time or vacation pay from year to year unless mutually agreed upon in writing by the Employer and employee, with a copy of the agreement to be provided to the employee.

12.04 The Employer reserves the right to schedule vacations on the basis of operating requirements, but will give due regard to the employees' wishes with preference being given to the employees with the greatest seniority. After an employee's vacation has been approved and scheduled, it cannot be changed except by agreement between the employee and the Employer.

12.05 Employees who are terminated, resign, or retire shall receive any earned, but unpaid, vacation pay on their next pay date. No vacation benefits are earned during leaves of absence in excess of thirty (30) calendar days.

12.06 Any employee who becomes unable to take his vacation due to an illness or injury, which begins before his scheduled vacation, will be rescheduled for a vacation after he is recovered. If there is insufficient time remaining in the year to schedule the entire vacation, the employee will, nevertheless, receive his vacation pay.

12.07 Vacation schedules in each office, department, or functional entity will be developed by seniority during the month of October of each year. Vacation schedules should be comprised of bargaining unit employees only; however, in the rare instance that a supervisory person is included due to the size of the office, all selections will be done on a seniority basis. Upon request, a representative of the Union will be invited to attend a meeting for this purpose. Employees will be notified in writing by January 1 of the approval of their vacation for the following year.

12.08 All health department employees hired after December 1, 1986, will be given vacation benefits according to Article 12 of the collective bargaining agreement. All

health department employees hired before December 1, 1986, will be given vacation benefits according to the practice in effect prior to December 1, 1986.

ARTICLE 13  
FUNERAL LEAVE

13.01 In the event of a death in the immediate family, each regular employee shall be allowed three (3) working days off without loss of pay to attend the funeral and to arrange the details associated with the death and funeral. The immediate family consists of spouse, parents, grandparents, children, grandchildren, step-grandchildren, brothers and sisters, stepmother, stepfather, stepchildren, parents-in-law or other relatives living with the employee.

13.02 In the event of the death of aunts, uncles, son-in-law, daughter-in-law, and brothers - and sisters-in-law, the employee shall be allowed one (1) working day off without loss of pay to attend the funeral.

13.03 As much notice as possible shall be given to the Employer, and the elected official or department head. "Funeral" shall include a memorial or other equivalent service.

13.04 One (1) additional working day with pay will be added to the days allowed by sections 13.01 or 13.02, if travel to the funeral is over 200 miles one-way and the Employee provides evidence of having actually attended the funeral. Abuse of the privileges granted in this Article 13 shall be grounds for disciplinary action.

13.05 For purposes of this article a "working day" is defined as a regularly scheduled working day for the employee.

ARTICLE 14  
HOLIDAYS, HOLIDAY PAY, AND PERSONAL DAYS

14.01 Holidays for regular full-time employees, other than regular full-time hourly nursing home employees, shall be the same as those set forth by the Presiding Judge of the Circuit Court of Vermilion County for Court holidays, to be not less than a minimum of fourteen (14) days for the contract term of December 1, 2009 through November 30, 2010. All future holidays will be as set forth by the Presiding Judge of the Circuit Court of Vermilion County and the Supreme Court of Illinois, except for Vermilion Manor Nursing Home bargaining unit employees. In the event that the Supreme Court of Illinois and the Presiding Judge of the Circuit Court of Vermilion County sets the number of holidays less than fourteen (14), the days so reduced shall remain as floating holidays and shall be scheduled by the employee with the approval of the Employer. All requests will be honored, if feasible, based on staffing needs.

Holidays for regular full-time hourly nursing home employees shall be observed on the following days:

New Year's Eve (December 31)  
New Year's Day (January 1)  
Martin Luther King's Birthday (3<sup>rd</sup> Monday in January)  
Lincoln's Birthday (February 12)  
Mother's Day (2<sup>nd</sup> Sunday in May)  
Memorial Day (last Monday in May)  
Independence Day (July 4)  
Labor Day (1<sup>st</sup> Monday in September)  
Columbus Day (2<sup>nd</sup> Monday in October)  
Veteran's Day (November 11)  
Thanksgiving Day (4<sup>th</sup> Thursday in November)  
Day following Thanksgiving Day  
Christmas Eve (December 24)  
Christmas Day (December 25)

14.02 Regular full-time employees are entitled to holiday benefits under the following conditions:

- a) The employee must have worked the entire shift on his last scheduled day before and his first scheduled day after the holiday, unless excused. Employees who do not work the last workday before and the first work day after a holiday because they are on layoff or leave of absence are not eligible for holiday pay.
- b) Holidays that fall within an employee's vacation period will not be considered as part of the vacation, and the employee shall receive his holiday pay in addition to vacation pay, or he shall observe the Friday before or the Monday after the vacation if the Friday or Monday is requested when the vacation is scheduled.

c) Salaried employees who are eligible for holiday pay shall receive a full day's pay at their then current rate. Full-time nursing home hourly employees shall receive double time for all holidays worked and straight hours for all holidays off.

d) Part-time hourly nursing home employees shall receive double time for the following holidays worked: Christmas, New Years Day, Thanksgiving Day, and the Friday after Thanksgiving, Labor Day, Memorial Day, and July 4. Part-time hourly nursing home employees shall receive straight time for these holidays off.

14.03 PERSONAL DAYS AND EARNED DAYS OFF

(a). CURRENT EMPLOYEES as of DECEMBER 1. All non-probationary regular Full-time Employees and part-time Nursing Home employees who have completed 90 days of service as of December 1 shall earn personal days off, with pay in accordance with the following schedule, up to a maximum of 12 days for full-time Employees and up to a maximum of 6 days for part-time Nursing Home Employees.

Month	Number of Days Earned	
	Full-time Employees	Part-time Nursing Home
December	03	03
January	04	03
February	05	04
March	06	04
April	07	05
May	08	05
June	09	06
July	10	06
August	11	06
September	12	06
October	12	06
November	12	06

(b) EMPLOYEES HIRED after DECEMBER 1. For any Employee hired after December 1 in any contract year, non-probationary regular Full-time Employees and part-time Nursing Home Employees who have completed 90 days of service shall earn 3 personal days as of the 1<sup>st</sup> of the month following the Employee completing probation. Full-time Employees shall then earn one (1) additional personal day on the 1<sup>st</sup> of each month to a maximum of 12 days earned. Part-time Nursing Home Employees shall then earn one (1) additional personal day on the 1<sup>st</sup> of every other month starting on the 1<sup>st</sup> of February, up to a maximum of 6 days earned.

If an Employee wishes to use one or more personal days off, the Employee must make a request no less than two days in advance. All requests will be honored, if feasible, based

upon scheduling requirements. Personal days off will be granted on the basis of office requirements and Employee seniority in the event of a conflict. An Employee shall be paid for any unused personal days remaining on November 30, not exceeding a total of 10 personal days.

14.04 Employees shall retain their Option II banked hours pursuant to the Vermilion County Personnel Policy and Procedures and Vermilion County Board Resolution No. 1094 adopted November 13, 1984.

14.05 Each December 1<sup>st</sup>, in lieu of payment for personal days, Employees may elect to bank any or all unused personal days up to 10 per fiscal year for full-time Employees and up to 5 days for part-time Nursing Home Employees. Personal days earned and not used in excess of 10 days for full-time Employees and 5 days for part-time Nursing Home Employees per fiscal year may not be banked or paid. No Employee shall be allowed to bank more than thirty (30) days. Employees must elect in writing to bank the unused personal days. The completed election form must be signed by the Employee and the elected official or department head and forwarded to the Human Resources Director prior to November 15th.

Banked days are to be used in blocks of ten (10) or more days for a catastrophic or lengthy illness. Upon termination or retirement, Employees will be paid for any remaining banked personal days at current rate of pay.

ARTICLE 15  
JURY DUTY

15.01 Regular full-time employees who are required to serve on a jury during their regularly scheduled work time shall receive their regular pay for such period of time, provided that such employees verify the time thus spent and turn over to the Employer all compensation received for service on jury duty.

15.02 Employees will be required to report for work for any part of the workday not required for jury duty.

15.03 For purposes of seniority and benefits, time spent on jury duty shall be considered as time worked for the Employer.

ARTICLE 16  
LIFE INSURANCE, MEDICAL INSURANCE & DEDUCTIONS

16.01 The Employer will purchase ten thousand dollars (\$10,000.00) of life insurance for employees who work over one thousand (1,000) hours per year.

16.02 Payroll deductions are made when requested for the health insurance program, AFLAC insurance, First Illinois Credit Union, United Fund, any county-authorized program and direct deposit of paychecks.

16.03 Effective January 1, 2007, the Employer will pay \$184.50 per month of the premium cost for each full or part-time Employee when participating in the County sponsored health insurance plan. This amount will also be paid if an employee participates in any coverage under the health insurance plan.

Effective January 1, 2008, and for the duration of this contract, the County shall increase its contribution by an amount equal to 50% of the increase in premium for the single-person coverage established under the currently offered \$1000 deductible plan. If the County changes health insurance plans, any increase in the then current County contribution shall be calculated upon the premium increase in the health insurance plan with the \$1000 deductible.

If the County changes the PPO or other lower cost insurance provider, the county shall offer a plan which will offer deductibles and out-of-pocket expense limitations which do not exceed those of the currently offered \$250 deductible plan.

Open enrollment for health insurance will be during the month of November of each year. New Employees shall be eligible to participate in either health insurance program after three (3) months of Full-time continuous service.

16.04 The County will also adopt an S-125 plan, which shelters qualifying insurance premiums for the employee. Participation in the S-125 plan is voluntary.

16.05 The Vermilion Manor Nursing Home will implement an Employee Assistance Plan through a private provider for Nursing Home employees during the term of this agreement, with the plan to start as soon as negotiations with a provider may be completed and the provider can begin service. Participation in the plan will be at the employee's initiative and on the employee's time, and the provider will maintain confidentiality. Participation in the plan does not excuse work-related misbehavior, and participation in the plan will not bar disciplinary action, including termination.

16.06 Due to the rising cost of health insurance, the County agrees that a regular search will be made for the most appropriate and economical plan. The local Chief Steward or his designee and one representative from the bargaining unit shall be eligible to sit with the County on any meetings designed to seek alternative health plans. The County reserves all rights to select and manage any insurance plan for the County, but agrees that the local Chief Steward or his designee and one representative from the bargaining unit

shall have the right to comment and be part of the process of selecting appropriate health insurance plans.

ARTICLE 17  
WAGES

The agreement of the parties on wages is set forth in Exhibit "B" which is attached hereto and incorporated herein by reference. Bargaining unit employees hired during the term of this agreement will be hired at the appropriate "Start" hourly or salary level set forth in Exhibit "C" which is attached hereto and incorporated by reference.

Bargaining unit employees moving to a higher hourly or salary pay grade will be paid at the "Start" rate for the new position, or their then current rate of pay, whichever is greater, plus any wage increases which may be effective after the move.

ARTICLE 18  
RETIREMENT

18.01 Employees who work at least six hundred (600) hours per year or twelve(12) hours per week are required to participate in the ILLINOIS MUNICIPAL RETIREMENT FUND.

ARTICLE 19  
DISCIPLINE AND DISCHARGE

19.01 The Employer may establish special work standards or rules in addition to those established by this contract in each department, or by the County/Employer in its Personnel Policy. However, no policy, standard or work rules may conflict with the provisions of this contract. No employee may be disciplined for a violation of any such policy, work rule, or standard unless the employee and the Union are advised in writing of such policies and rules. Such notice shall be given to any steward of the union representing the department or office instituting the work rule or policy. Any such additional policies or rules shall be in written form and be on file with the Human Resources Director.

Any discipline imposed upon an employee shall be done in a manner that will not embarrass the employee.

19.02 Disciplinary action by the Employer shall be taken within fifteen (15) calendar days after the Employer becomes aware of the act or omission which is the basis for the disciplinary action; provided, this time limitation shall not apply in cases of alleged abuse or neglect of a Nursing Home resident.

ARTICLE 20  
COMPLETE AGREEMENT AND WAIVER OF BARGAINING

20.01 This Agreement is the entire agreement between the Employer and the Union.

The parties acknowledge that during the negotiations resulting in this Agreement, they each have had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects and matters not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement.

20.02 Agreements pertaining to the Vermilion Manor Nursing Home, attached hereto as Exhibit "E", constitute a part of this agreement.

ARTICLE 21  
SAVINGS AND SEPARABILITY

21.01 If any provision of this Agreement is determined to be unlawful, the parties shall not comply with such provision, but the remaining provisions shall not be affected thereby, and the parties shall negotiate a lawful substitute for the unlawful provision.

ARTICLE 22  
DURATION AND TERMINATION

This Agreement, when approved and signed by the appropriate authorities for and on behalf of the Employer and the Union, shall be in full force and effect from December 1, 2009, to November 30, 2012. 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. Either party shall have the option to re-open the Agreement's provisions on wages/financials for the second and third year of this Agreement, provided written notice of the desire to re-open negotiations is given to the other party more than sixty (60) but less than one hundred twenty (120) days prior to the one year anniversary of December 1, 2009. 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.

SIGNATURES

For Employer:

James McMoran  
County Board Chairman      Date

Gerard Krstug 10/18/10  
Auditor      Date

Dean Johnson 10/20/10  
Coroner      Date

Lin Duster 10/19/10  
County Clerk      Date

E. P. ... 10/25/10  
Recorder      Date

Sue Hine 10/20/10  
Treasurer      Date

Randall J. Brunigan 10/18/10  
State's Attorney      Date

W. R. King 10/19/10  
Supervisor of Assessments      Date

For Union:

Ron Kastner 10/25/10  
Ron Kastner,      Date  
President/Business Manager  
IBEW, Local #21

EXHIBIT A – POSITIONS INCLUDED IN BARGAINING UNIT

The collective bargaining unit shall include the following titles working in the following departments of Vermilion County.

INCLUDED:

DEPARTMENT OF ANIMAL REGULATIONS

Kennel Team Leader  
Kennel Worker  
Animal Care Worker  
Animal Control Officer  
Clerk III  
Clerk I

AUDITOR

Part-time Auditing Assistant

BUILDING AND GROUNDS

Maintenance Crew Leader  
Custodian Team Member  
Part-time Custodian Team Member

COUNTY CLERK

Election Specialist  
Assistant Election Specialist  
Tax Extension Specialist  
Vital Records Specialist  
Clerk Stenographer/Secretary  
Clerk Typist I  
Clerk Typist II  
Clerk I

COUNTY HEALTH DEPARTMENT

Sanitarian/LEHP I, II, III  
LEHP In-training  
Associate Sanitarian  
Account Clerk II  
Data Entry Clerk II  
Clinic Aide/Lab Technician  
Administrative Assistant

STATE'S ATTORNEY

Legal Secretary II

RECORDER

Senior Deputy Recorder  
Deputy Recorder II

SUPERVISOR OF ASSESSMENTS

Map Drafter I, II, III  
Assessment Technician I, II, III  
Data Entry Clerk II

COUNTY TREASURER

Account Clerk III  
Account Clerk II  
Data Entry Clerk I  
Clerk I

VERMILION MANOR NURSING HOME

Social Service Assistant  
Activity Assistant  
Activity Assistant – Part-time  
Cook  
Food Service Worker  
Housekeeper  
Laundry Worker  
Certified Nurse's Assistant  
Licensed Practical Nurse  
Data Entry Clerk  
Physical Rehabilitation Aide  
Medical Records Specialist  
Ward Clerk  
Entitlement Clerk  
Maintenance Worker  
Maintenance Supervisor Assistant

INFORMATION SERVICES

Financial Systems Coordinator  
Office Manager  
Network Technician  
TS/EMA Technician I  
TS/EMA Technician II

## EXHIBIT B - WAGES

IBEW Local 21 (non-Judicial Unit) and County of Vermilion, Coroner, County Board, Auditor, County Clerk, Recorder, Treasurer, State's Attorney, and Supervisor of Assessments

### WAGE AGREEMENT

Effective and retroactive to December 1, 2009, all bargaining unit members on payroll and who are still employed upon date of ratification shall receive either an increase of \$250 or a 1% increase of current base wage, whichever is higher.

Effective December 1, 2009, all bargaining unit members; excluding LPNs, at Vermilion Manor Nursing Home shall receive an increase of \$.25 per hour on their then current wage base. Effective December 1, 2009, LPNs at Vermilion Manor Nursing Home shall receive a \$.50 per hour increase on their then current wage base.

Effective December 1, 2009, all starting rates as set out in Schedule "H" for the Vermilion Manor Nursing Home will remain the same with the exception of the LPN starting rate, which will increase by \$.50.

Pay rates are subject to increase if required by State or Federal minimum wage laws.

### LONGEVITY

Commencing December 1, 2004, a longevity program shall be instituted for the life of the contract to include all bargaining unit members.

Longevity shall begin accumulating starting the 37<sup>th</sup> month of service and not increase after the 156<sup>th</sup> month of service has been calculated.

Longevity shall be paid starting the 73<sup>rd</sup> month of service and not increase after the 156<sup>th</sup> month of service has been calculated.

Longevity pay increases only on December 1, each year based on the number of full months completed as of December 1. Longevity will be paid on the first pay day after December 1 as one lump sum.

The following schedule shall be used as an example for the first year:

<i>Months employed</i>	<i>Amount Paid</i>
73-84	\$336.00
85-96	\$420.00
97-108	\$504.00
109-120	\$588.00
121-132	\$672.00
133-144	\$756.00
145-156	\$840.00
Over 156	\$840.00

Effective December 1, 2006 and for the duration of this contract, the longevity amount shall be \$7.00 per month.

EXHIBIT C – STARTING SALARIES

**SCHEDULE "P"  
PROFESSIONAL SALARY SCHEDULE**

<b>CLASS</b>	<b>START As of December 1, 2008</b>
<b>P-1</b>	\$23,770
<b>P-2</b>	\$25,654
<b>P-3</b>	\$27,418
<b>P-4</b>	\$29,301
<b>P-5</b>	\$31,184
<b>P-6</b>	\$32,949
<b>P-7</b>	\$34,832
<b>P-8</b>	\$36,597
<b>P-9</b>	\$38,480
<b>P-10</b>	\$39,656
<b>P-11</b>	\$41,540
<b>P-12</b>	\$43,304

**SCHEDULE "G"**  
**GENERAL SALARY SCHEDULE**

CLASS	START	As of
	as of	
	December	December
	1, 2007	1,2008
<b>G-5</b>	\$15,600 <sup>2</sup>	\$16,120 <sup>3</sup>
<b>G-6</b>	\$16,231	\$16,555 <sup>4</sup>
<b>G-7</b>	\$16,810	\$17,063
<b>G-8</b>	\$17,391	\$17,652
<b>G-9</b>	\$17,970	\$18,239
<b>G-10</b>	\$18,549	\$18,827
<b>G-11</b>	\$19,709	\$20,005
<b>G-12</b>	\$20,289	\$20,593
<b>G-13</b>	\$20,868	\$21,181
<b>G-14</b>	\$21,448	\$21,770
<b>G-15</b>	\$22,029	\$22,359
<b>G-16</b>	\$22,607	\$22,946

<sup>2</sup>As of 7/1/08 starting salary is \$16,120

<sup>3</sup> As of 7/1/09 starting salary is \$16,640

<sup>4</sup> As of 7/1/09 starting salary is \$16,952

Effective 12/1/09

VERMILION MANOR NURSING HOME

*SCHEDULE "H"*

**STARTING HOURLY WAGE SCHEDULE**

12/1/09

Classification                      Starting Rate

H-2                                      8.00

H-4                                      8.10

H-6                                      8.25

H-7                                      8.50

H-8A (Certified)                      9.75

H-8B (Non-certified)                      8.35

H-M                                      8.50

H-L                                      16.00

**Shift Differential:**    \$1.00/hr PM shift  
                                  \$0.50/hr night shift  
                                  \$1.00/hr weekends

**H-2**    Dietary, Housekeeping, Laundry

**H-4**    Activities

**H-6**    Ward Clerks, Housekeeper III

**H-7**    Cook

**H-8**    Certified Nurses Assistants (and Rehab Aides if regularly scheduled on a continuous 7-day cycle; i.e., including weekends and holidays)

**H-M**    Maintenance Workers

**H-L**    Licensed Practical Nurses

## EXHIBIT D – VMNH AGREEMENTS

1. Effective March 1, 2008, Vermilion Manor will provide meals to the employees as well as the residents.
2. Employees will be charged \$2.50 for breakfast, \$3.00 for lunch and dinner. Employees will be offered the same meal as the residents on that day and sufficient food will be prepared to feed all residents and employees who have signed up for the meal.
3. Employees must sign up in advance for all meals.
4. When employees pick up their meal from the Dining Room they must sign for it. This authorizes the nursing home to deduct the amount of meals from the employee's payroll check every two (2) weeks. The front office will keep a record of the date, the meal purchase, (breakfast, lunch, dinner) and the amount charged. The total amount charged for meals will be deducted from the employees two (2) week payroll.

EXHIBIT E – VMNH AGREEMENTS

1. Effective December 1, 1996, the Vermilion Manor Personnel Policies will be changed to provide that the use of a personal day is an excused absence. Time missed due to absences or requested time off will be charged to the employee's personal days.

The only exception to this is when an employee misses work and the time lost is covered by IMRF disability, Workers Compensation or Family and Medical Leave (in these cases use of personal days is at the employee's option).

Personal days are to be used in case of illness or emergencies which prevent the employee from working a scheduled shift. In addition to use for illness and emergencies, employees may request the use of a personal day in advance in accordance with the schedule in the collective bargaining agreement.

2. Effective December 1, 2009, employees who use all their available personal days for a fiscal year and have no remaining excused absences will be subject to disciplinary action. An employee who has used all available personal days will be subject to the following discipline (unless the absence is covered by IMRF disability, Workers Compensation, or Family and Medical Leave; or, if the employee has vacation time available, the employee's vacation time may be used to cover the absence):

1st case of unexcused absence	Written Warning
2nd case of unexcused absence	1-day suspension without pay
3rd case of unexcused absence	3-day suspension without pay
4th case of unexcused absence	Termination of employment

An employee who has a medical appointment for injury or illness covered by Workers' Compensation or IMRF disability will be allowed unpaid time off to attend the appointment. The unpaid time off will not be counted as an unexcused absence. The employee must provide proof of the appointment and provide the employer with as much notice as possible of the appointment.

3. Although use of a personal day is considered an excused absence, employees remain responsible for calling in if they will not be able to come in for work. If an employee fails to call in for work as provided in the Personnel Policies, the employee will be charged an unexcused absence and will receive progressive discipline as set out in Exhibit E, Paragraph number 2 above, unless the failure to call in was beyond the employee's control.

4. Effective December 1, 1996, more than 4 instances of tardiness within a 6 month period will be considered excessive, and further instances of tardiness within a 6 month

period will be subject to discipline in accordance with the current disciplinary action policy. Employees will continue to be docked for being tardy, but will not be charged personal time.

5. The Union and Vermilion Manor agree that a second Administrative Assistant position shall be created as an exempt position, with duties (including payroll) as set forth in the job description previously reviewed by the Union. Vermilion Manor agrees that new positions will be discussed with the Union prior to posting. The Union agrees to withdraw its grievance regarding the new Administrative Assistant position and to forego any further actions of any type and in any forum in this regard.

6. Pay will be docked for tardiness of 60 minutes or less. Tardiness of more than one hour will be charged to the employee's personal days, if available, and an employee who has no personal days available will be subject to discipline for an unexcused absence. Any employee who is two hours or more late for a shift will be subject to discipline for a day of unexcused absence, as set out in Exhibit E, Paragraph number 2 above.

7. The County will agree to continue to schedule a monthly labor-management meeting for the Vermilion Manor Nursing Home as currently established for term of contract. Attendance at said meetings by non-nursing home employees shall be in accordance with Section 04.03 and 10.02 of this agreement.