

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

COUNTY OF DUPAGE
DUPAGE CARE CENTER

AND

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES
(AFSCME), COUNCIL 31

EXPIRES NOVEMBER 30, 2026

Table of Contents

AGREEMENT	1
PREAMBLE	1
ARTICLE I	2
RECOGNITION.....	2
Section 1.1 Unit Description	2
Section 1.2 New or Changed Job Classifications	2
Section 1.3 Integrity of the Bargaining Unit	2
ARTICLE II.....	3
EMPLOYEE STATUS	3
Section 2.1 Full – Time Employees	3
Section 2.2 Part – Time Employees.....	3
Section 2.3 Active Registry Employees	3
Section 2.4 Conversion to Full – Time and Part – Time Employee Status	3
ARTICLE III.....	4
SENIORITY	4
Section 3.1 Definition of Seniority	4
Section 3.2 Termination of Seniority	4
Section 3.3 Seniority While on Leave of Absence.....	4
ARTICLE IV	5
PROBATIONARY EMPLOYEES	5
Section 4.1 Probationary Period.....	5
Section 4.2 Seniority	5
Section 4.3 Introductory Period	5
ARTICLE V.....	5
UNION SECURITY	5
Section 5.1 Deductions	5
Section 5.2 Indemnification	6
ARTICLE VI	6
UNION RIGHTS.....	6
Section 6.1 Union Activity During Working Hours.....	6
Section 6.2 Access to Premises by Union Representatives.....	6

Section 6.3 Information Provided to Union	6
Section 6.4 Distribution of Literature/Union Communications	7
Section 6.5 Union Orientation	7
Section 6.6 Union Bulletin Boards	7
Section 6.7 Union Negotiating Team.....	8
Section 6.8 Time Off for Union Activities.....	8
ARTICLE VII	8
MANAGEMENT RIGHTS.....	8
ARTICLE VIII	10
VACANCIES	10
Section 8.1 Vacancies and Postings	10
Section 8.2 Selection.....	10
Section 8.3 Right to Return	10
ARTICLE IX.....	11
LAYOFF AND RECALL	11
Section 9.1 Definition and Notice.	11
Section 9.2 General Procedures.....	11
Section 9.3 Recall Rights.....	12
ARTICLE X.....	13
DISCIPLINE POLICY AND PROCEDURES.....	13
Section 10.1 Discipline - Definition.....	13
Section 10.2 Manner of Discipline	13
Section 10.3 Discipline – Notification and Measure of Disciplinary Action	13
Investigatory Meeting:	13
Pre-Discipline Meeting:.....	14
Discipline Meeting:.....	14
Issuing Discipline.....	15
Investigations.....	15
Section 10.4 Disciplinary Document Removal.....	15
ARTICLE XI.....	15
GRIEVANCE PROCEDURE	15
Section 11.1 Statement of Principle.....	15

Section 11.2	Grievance.....	15
Section 11.3	Grievance Steps	16
Step 1:	Immediate Supervisor	16
Step 2:	Director of Nursing or Department Manager	16
Step 3:	Facility Administrator or Designee	16
Step 4:	Arbitration.....	17
Section 11.4	Withdrawal	18
Section 11.5	Failure to Answer	18
Section 11.6	Advanced Step Grievance Filing	18
Section 11.7	Information Requests.....	18
Section 11.8	Time Off; Meeting Space; Telephone and Fax Use.....	19
ARTICLE XII	19
HOURS OF WORK AND OVERTIME.....		19
Section 12.1	Registry Employees	19
Section 12.2	Application.....	19
Section 12.3	No Pyramiding	20
Section 12.4	Workday and Work Week.....	20
Section 12.5	Work Shift.....	21
Section 12.6	Work Schedule.	21
Section 12.7	Attendance and punctuality.....	22
Section 12.8	Overtime Payments.....	22
Section 12.9	Unscheduled Overtime Payments	24
Section 12.10	Voluntary Overtime and Mandatory Overtime Distribution.....	24
ARTICLE XIII	26
WORK ASSIGNMENTS		26
Section 13.1	Floating General Provisions.....	26
Section 13.2	Call-Back Pay	27
Section 13.3	On-Call Pay	27
Section 13.4.	Temporary Assignment.....	27
Section 13.5	Call Off/Flexing Procedure	28
A.	Call Off/Flexing when staffing levels are appropriate.....	28
B.	Call Off/Flexing as Time Worked	28

ARTICLE XIV	28
HOLIDAYS AND PERSONAL DAYS	28
Section 14.1 Designation of Holidays.....	28
Section 14.2 Eligibility Requirements.....	28
Section 14.3 Holiday Application.	29
Section 14.4 Holiday Pay and Scheduling	29
Section 14.5 Personal Days.	30
ARTICLE XV	30
VACATIONS.....	30
Section 15.1. Eligibility Amount	30
Section 15.2 Vacation.	32
Section 15.3 Vacation Scheduling.	32
Section 15.4 Limitation on Accumulation of Earned Vacation.....	32
Section 15.5 Vacation Pay Upon Termination.	33
Section 15.6 Request for Vacation Payout.	33
ARTICLE XVI	33
LEAVE OF ABSENCES	33
Section 16.1 Sick Leave.	33
Section 16.2 Jury Leave.....	38
Section 16.3 Military Leave.....	38
Section 16.4 Bereavement Leave.	38
Section 16.5 Family Medical Leave Act (FMLA)	39
Section 16.6 VESSA Leave.....	39
Section 16.7 Personal Leave.....	39
Eligibility Requirements	39
Benefits	39
Section 16.8 Blood Donation Leave	40
Section 16.9 Leave for Union Office.	40
ARTICLE XVII.....	40
BENEFITS.....	40
Section 17.1 Insurance.	40
Section 17.2 Illinois Municipal Retirement Fund (IMRF).....	40

Section 17.3 Retention.....	41
Section 17.4 Tuition Reimbursement.....	42
Section 17.5 Uniforms.....	42
Section 17.6 Optional Benefits.....	42
Section 17.7 Salary Savings Plan.....	43
Section 17.8 Reduction in Force Pay Policy.....	43
ARTICLE XVIII.....	43
MISCELLANEOUS OPERATING PROCEDURES	43
Section 18.1 Disaster/Weather-Related Emergency Schedules.	43
Section 18.2 Secondary Employment.	44
Section 18.3 Employee Training.....	44
Section 18.4 General Training.....	44
Section 18.5 Orientation.	45
Section 18.6 Emergency Plan.	45
Section 18.7 Clock In/Out.....	45
Section 18.8 Telephone and Cell Phone Use.	45
Section 18.9 Accessibility by Telephone.	46
Section 18.10 Union office.	46
Section 18.11 Certifications.	46
ARTICLE XIX	46
LABOR/MANAGEMENT COMMITTEE MEETINGS.....	46
Section 19.1 Labor/Management Meetings	46
Section 19.2 Committees	47
ARTICLE XX	47
PERSONNEL FILES	47
Section 20.1 Employee Review.....	47
Section 20.2 Employee Notification.....	47
Section 20.3 Privacy	47
Section 20.4 Performance Evaluations	48
ARTICLE XXI	48
NO STRIKE/NO LOCKOUT.....	48
Section 21.1 No Strike	48

ARTICLE XXII	49
WORKING CONDITIONS, SAFETY AND HEALTH	49
Section 22.1 Compliance with Laws.....	49
Section 22.2 Advanced Step Filing/Unsafe Conditions	49
Section 22.3 Personal Protective Equipment.....	49
Section 22.4 Safety and Health Committee	49
Section 22.5 Anti-Bullying	49
Section 22.6 Light Duty	50
ARTICLE XXIII.....	50
SAVINGS CLAUSE	50
Section 23.1 Savings Clause	50
ARTICLE XXIV.....	50
AUTHORITY OF CONTRACT	50
Section 24.1 Authority of Contract	50
ARTICLE XXV	50
WAGES.....	50
Section 25.1 New Hire-Straight time wages-Regular, non-registry employees.....	50
Section 25.2 Current Employees-Licensed Staff Compensation.....	53
Section 25.3 C.N.A. Compensation.....	54
Section 25.4 Current Employees-Non-Licensed Staff Compensation.....	57
Section 25.5 Prospective Wage Increases.....	58
Section 25.6 Shoe Allowance	59
Section 25.7 Shift Differential Pay.....	59
Section 25.8 Other incentive pay.....	59
Section 25.9 Registry Employee Wages.	59
Section 25.10 Promotion pay.....	60
ARTICLE XXVI.....	60
Section 26.1 Entire Agreement.	60
ARTICLE XXVII	61
TERM OF AGREEMENT	61
Appendix A	63
Location for AFSCME Bulletin Boards.....	63
Appendix B.....	64

IN-HOUSE REGISTRY AGREEMENT – RN/LPN 64

Appendix C 67

Department call-in numbers for attendance purposes. 67

Appendix D 68

VOLUNTARY OVERTIME REQUEST..... 68

Appendix E..... 69

VOLUNTARY OVERTIME REMOVAL..... 69

Appendix F 70

TUITION REIMBURSEMENT 70

Appendix G 72

ANTI-HARASSMENT POLICY 72

DRUG FREE WORKPLACE 76

AGREEMENT

This agreement is entered into by the County of DuPage, by its duly constituted County Board and Kenneth Moy DuPage Care Center, a nursing home of County of DuPage, hereinafter referred to as the "Employer", and the American Federation of State, County and Municipal Employees, Council 31.

PREAMBLE

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

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

ARTICLE I RECOGNITION

Section 1.1 Unit Description

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages, hours and other conditions of employment as determined by law for employees in the bargaining unit in compliance with the certification issued by the Illinois State Labor Relations Board in case No. S-RC-19-020. The bargaining unit consists of all employees in the following full-time, permanent part-time positions and active registry employees at the DuPage Care Center.

Account Clerk, Administrative Specialist, Admissions Coordinator, Admissions Nurse Liaison, Central Supply Aide, Certified Nursing & Rehabilitation Aide, Certified Nursing Associate, Cook, Diet Technician; Dining Services Worker, Division Assistant I, Housekeeper I, Housekeeper II, Intermediate Staff Assistant, Laundry Attendant I, Laundry Attendant II, Licensed Practical Nurse, MDS Coordinator, Medical Records Clerk, Medical Records Supervisor, Nutrition Assistant, Office Assistant, Pharmacy Technician, Principal Account Clerk, Recreation All-House Coordinator, Recreation Therapy Coordinator, Recreation Therapy Supervisor, Registered Nurse, Senior Account Clerk, Senior Staff Assistant, Senior Certified Nursing & Rehabilitation Aide, Unit Secretary, Wheelchair Specialist, Wheelchair Technician and Wound Care Coordinator.

Excluded: Temporary employees, seasonal employees, and supervisory, confidential and managerial employees as defined by the Illinois Public Labor Relations Act.

Section 1.2 New or Changed Job Classifications

If during the term of this Agreement, the Employer establishes a new job classification which requires performance of work of a nature performed by employees in the bargaining unit, or modifies the duties of an existing job classification, it will notify the Union. Upon request of the Union, which is made within ten (10) calendar days of the Employer's notice, the Employer shall negotiate the proper rate, benefits and other terms and conditions of employment for the classification. The Employer may implement its proposed rate of pay prior to and during such negotiations. If the result of the negotiations is an increase in rate of pay, then the Employer shall pay the difference retroactively to the date the employee began employment in the new position. The parties shall jointly petition the Illinois State Labor Relations Board to seek the necessary unit clarification.

Section 1.3 Integrity of the Bargaining Unit

The Employer will assign bargaining unit work to bargaining unit employees. Non-bargaining unit employees may perform unit work in the following circumstances: when training an employee; in emergency situations; when the performance of unit work is minimal, and/or to fill in for employees who are absent, late or when there is inadequate staff to fill all required shifts of work, provided the Employer has made a reasonable effort to fill the shift by contacting qualified bargaining unit employees as Employer operational needs permit, and is not using supervisors to fill in solely to avoid overtime shifts. The Employer retains the authority to use temporary or seasonal employees, volunteers, supervisors to perform regular and routine cooking duties at the 421 Cafe, and supervisors and qualified staff in all areas to assist as needed to fulfil the Employer's obligations to its residents, and consistent with its past practices. Employer agrees that it will not exercise the authority described in this paragraph for reducing the number of bargaining unit employees, or to implement a layoff. The parties agree that duties related to Physical Therapy, Speech Therapy, Respiratory and Occupational Therapy are not bargaining unit work.

ARTICLE II EMPLOYEE STATUS

Section 2.1 Full – Time Employees

An employee regularly scheduled to work at least thirty-seven and a half (37-½) hours per week per work week.

Section 2.2 Part – Time Employees

- An employee scheduled to work less than thirty (30) hours per work week.
- a. A regular part-time employee is paid for the actual number of hours worked.
 - b. A regular part-time employee who is budgeted to work at least twenty (20) hours per work week is eligible for limited benefits.

Section 2.3 Active Registry Employees

A Registry Employee works on an as-need basis each month with no guarantee of hours. A Registry Employee may work rotating days and/or shifts throughout the month.

Section 2.4 Conversion to Full – Time and Part – Time Employee Status

The Employer will continue to consider the employee's request to change status consistent with its past practice.

ARTICLE III

SENIORITY

Section 3.1 Definition of Seniority

Seniority within this collective bargaining unit is determined by an employee's length of continuous service with the Employer in a bargaining unit position. There shall be no seniority among employees serving an original probationary period within this collective bargaining unit. Upon successful completion of the original probationary period, an employee shall acquire seniority retroactive to the date of hire with the Department.

Seniority for permanent part-time and active registry employees shall be on a pro-rata basis.

Section 3.2 Termination of Seniority

Seniority and County employment shall be terminated when an employee:

- a) Voluntarily resigns, provided that he is not re-employed to a position covered by this Agreement within thirty (30) days;
- b) Is discharged, and not reinstated pursuant to the Grievance Procedure;
- c) Retires;
- d) Is absent for five (5) consecutive days without proper authorization unless it is due to circumstances beyond the employee's control;
- e) Is on layoff for more than one (1) year.
- f) Fails to return to work at the conclusion of an approved leave of absence or an approved extension thereof unless the employee's failure to return and failure to obtain an extension are due to circumstances beyond the employee's control.

Section 3.3 Seniority While on Leave of Absence

Employees shall retain and accrue seniority while on paid leaves. Employees will continue to accrue seniority credit up to thirty (30) days for an unpaid leave of absence.

ARTICLE IV PROBATIONARY EMPLOYEES

Section 4.1 Probationary Period

An employee is probationary for the first six (6) months in the same position. If the employee changes positions within the first six months of employment, the six-month probationary period restarts, but the employee benefits for non-probationary employees begin after six months of employment. A probationary employee shall receive a performance evaluation at the end of the probationary period.

Section 4.2 Seniority

A probationary employee shall have no seniority until s/he has completed his/her probationary period. Upon completion of his/her probationary period, s/he will acquire seniority from his/her date of hire. During the period of probation, no grievance may be filed by or on behalf of such employee regarding discharge or discipline.

Section 4.3 Introductory Period

Any post-probationary Employee who is promoted or demoted to a position covered by this Agreement shall serve an introductory period of six months. During this period, the promoted employee may request to return to his/her former position if it is open or there is another vacancy in their former classification for which the employee is qualified.

ARTICLE V UNION SECURITY

Section 5.1 Deductions

The Employer shall make such deductions in the amounts certified by the Union for union dues, assessments, or fees; and PEOPLE contributions upon receiving written notice of authorization from the Union. Authorized deductions shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deductions. The Employer agrees to deduct from the pay of those employees who individually request it, Union membership dues, assessments or fees, Union sponsored benefit programs and P.E.O.P.L.E. contributions. Requests for these shall be made on a form provided by the Union.

Upon receipt of appropriate written authorization from an employee, such authorized deductions shall be made in accordance with law. The aggregate deductions of all employees and a list of their names, addresses and the last four digits of the

employees' Social Security numbers in excel format shall be remitted monthly to the Union at the address designated in writing to the Employer by the Union. The Union shall advise the Employer, in writing, of any increase in dues or other approved deductions at least thirty (30) days prior to its effective date.

Section 5.2 Indemnification

The Union shall indemnify and hold the County, its elected officials, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that may arise out of or by reason of any action taken or not taken by the County for the purpose of complying with the provisions of this Article, or in reliance on any written check off authorization or notice which is furnished pursuant to the provisions of this Article. harmless against any claim, demand, suit, or liability arising from any action taken by the Employer in complying with this Article.

ARTICLE VI UNION RIGHTS

Section 6.1 Union Activity During Working Hours

Employees shall, after giving appropriate notice to their Supervisor, be allowed reasonable time off, with pay, during working hours to attend the formal meetings with the Employer referenced in the Discipline and Grievance Articles of this Agreement, the meetings of any committee authorized by this Agreement and new employee orientation if such attendance does not substantially interfere with the Employer's operations.

Section 6.2 Access to Premises by Union Representatives

The Employer agrees that local representatives and officers and AFSCME staff representatives shall have reasonable access to the premises of the Employer and to employees in the bargaining unit, giving notice upon arrival to the Facility Director or his/her designee.

Section 6.3 Information Provided to Union

The Employer shall monthly notify the Union in writing as to the following personnel transactions involving unit employees within each department, with work locations: new hires, promotions, demotions, transfers, terminations, retirements, and any other information mutually agreed to by the parties.

At least once per month and upon request, the Employer shall also provide to the Union, in an Excel file, the employee's job title, worksite location, work telephone numbers, employee identification number if available, and any home and personal cellular telephone numbers on file with the Employer, date of hire, work email address, and any personal email address on file with the Employer. In addition, within ten (10) calendar days from the date of hire of a bargaining unit employee, the Employer shall provide to the Union, in an excel file, the following information about the new employee: the employee's name, job title, worksite location, home address, work telephone numbers, and any home and personal cellular telephone numbers on file with the Employer, date of hire, work email address, and any personal email address on file with the Employer

Section 6.4 Distribution of Literature/Union Communications

Within the Department premises, distribution of Union materials shall be limited to the approved bulletin board, Department mailboxes, and where available, telephone and voicemail assigned to a particular bargaining unit member, and intra-departmental e-mail. The Union shall not use general or unit-wide telephone or voice mail for these purposes. The County has no responsibility for delivering or ensuring that messages are delivered.

Employees may post items which reflect support of the Union, providing that such postings do not disparage or ridicule the Employer, the County, or any official or employee.

Section 6.5 Union Orientation

New Hires- The Union shall conduct union orientation for each new bargaining unit employee during the employee's first two weeks of employment in the bargaining unit (unless the Union chooses another date) at a time mutually agreeable to the parties. Alternatively, the Union may choose to conduct less frequent group orientations, including orientations conducted in conjunction with new employee orientations conducted by the Care Center. The Union orientation period shall be one (1) hour and shall take place during employees' regular working hours with no loss of pay to the employees involved.

Section 6.6 Union Bulletin Boards

The County shall make available bulletin boards for the sole and exclusive use of the Union in areas the County and the Union agree. Postings on these bulletin boards shall not disparage or ridicule the Employer, the County or any official or employee. The locations of the union bulletin boards are listed in Appendix A.

Section 6.7 Union Negotiating Team.

Up to eleven Employees designated as being on Union's bargaining team will be excused from their regular duties with pay, to attend scheduled negotiations. The County will use its best efforts to arrange its schedule to allow bargaining unit employees to attend negotiations. The County may require bargaining team members to return to their duties during negotiations if emergency circumstances exist (such as inability to care for residents due to insufficient staff). Attendance at negotiations does not count as working time for overtime purposes. Employees in regular day off status on the day of negotiations, or negotiating beyond their scheduled work hours, are not compensated for attending negotiations.

Section 6.8 Time Off for Union Activities.

Local Union representatives shall be allowed up to eight (8) days of time off, without pay, for legitimate Union business such as Union meetings, State or Area-wide Union committee meetings, Union training sessions, State or International conventions, provided such representative shall give fifteen (15) days' notice to his/her supervisor of such absence and shall be allowed such time off if it does not substantially interfere with the operating needs of the Employer. Employee shall notify the County if the leave is to be unpaid. Such time off shall not be detrimental in any way to the employee's record. Unless the employee has notified the County that the union is paying the time off, employees taking leave pursuant to this provision shall use any accrued paid leave.

ARTICLE VII MANAGEMENT RIGHTS

The Union expressly recognizes and agrees that the County shall not be required to bargain over matters of inherent managerial policy, which include all traditional, statutory, and constitutional rights and authority to manage the employees of the County in all respects, and to apply all rules, regulations and policies as it may deem necessary in its sole and exclusive judgment and discretion to fulfill its statutory duties and mission, except as amended, changed or modified in a specific provision set forth in this Agreement. The authority listed in this Article is illustrative only and not intended as an all-inclusive list. This authority includes but is not limited to the following:

- a) Plan, direct, control, and determine all functions, operations, standards and services.
- b) Supervise, direct and evaluate employees;
- c) Establish the qualifications for employment, promotion into the Bargaining Unit, and employ employees;

- d) Establish, modify and enforce work rules, schedules, assignments and assign employees work including location;
- e) Hire, promote, demote, transfer, schedule and assign employees in positions and to create, combine, modify, and eliminate positions within the Bargaining Unit;
- f) Suspend, discharge, and take other disciplinary action against employees for just cause (with the exception of probationary employees, who may be discharged without cause);
- g) To relieve employees from duty because of lack of work, money or other legitimate cause such as a pending investigation, to recall employees, to determine the size and composition of the working force;
- h) Establish and enforce work and productivity standards and rules of conduct, and, from time to time, amend such standards. The Bargaining Unit is subject to the County Employee Policy and Guidelines and all amendments thereto, unless they conflict with the provisions of this Agreement, in which case the terms of this Agreement shall control;
- i) Determine whether work and/or services are to be provided by employees covered by this Agreement (including which employees) or by other employees or persons not covered by this Agreement;
- j) Determine employee starting and ending times per day, the number of hours of work, shifts per work week and assign overtime;
- k) Maintain efficiency of operations and services of the Care Center;
- l) Take whatever action is necessary to comply with the State and Federal law;
- m) Secure, change or eliminate methods, equipment, and facilities for improvement of operation;
- n) To establish and implement a budget;
- o) Determine the kinds and amounts of services to be performed as it pertains to operations, and the number and kinds of classifications to perform such services, to include revision, combination, addition or elimination of job classifications; determine the methods, means, organization and personnel by which operations are to be conducted to include services and staffing requirements by program, unit, and division;
- p) To determine and change policies and procedures regarding resident care, documentation of resident care, and management and oversight of resident care; and
- q) The right to determine standards of resident care, including but not limited to the appropriate number, frequency and types of visits required for residents.

For subjects listed in this Article, the County agrees that when required by law to bargain the effects of a decision on the Bargaining Unit, it will provide the Union with sufficient notice of the decision before implementation to allow the Union to bargain any such effects. The Union agrees to give due consideration to the County's need for speed, flexibility or secrecy when bargaining about such effects. For all other subjects, nothing

in this Section shall alter the County's obligation to bargain with the Union over mandatory subjects of bargaining as provided in the Illinois Labor Relations Act and relevant caselaw.

ARTICLE VIII VACANCIES

Section 8.1 Vacancies and Postings

A vacancy exists when the Employer intends to fill a permanent position in the bargaining unit. Position vacancies shall be posted for ten (10) working days on the bulletin board located at the Care Center employee cafeteria. The Human Resources Office may continue to post these positions if they are not filled according to the terms of this Article.

To be considered, all interested bargaining unit employees must submit an application by the time and date indicated on the posting. Postings shall include the job title, pay grade, work shift and any weekend rotation, job duties, responsibilities and requirements.

Section 8.2 Selection

The Employer prefers to fill vacancies in the bargaining unit with qualified internal candidates. The Employer may continue its practice of interviewing qualified internal and external candidates simultaneously. When filing the vacancy, the County shall hire qualified current employees who have submitted a bid before hiring outside bidders, provided the internal candidate has relatively equal or greater skills and ability to fulfil the Employer's needs. Where more than one qualified internal candidate applies for a vacancy, selection will be based on seniority if the internal candidates are relatively equal based on qualifications, skill, ability to perform the work without further training, knowledge, job performance, experience, discipline record (those maintained by the Employer under the terms of this Agreement) and attendance (for the prior 18 months).

Section 8.3 Right to Return

Upon the employee's request, s/he may return to his/her former position within sixty (60) calendar days after selection for the vacancy if the former position has not been filled or there is another vacancy in their former classification for which the employee is qualified.

ARTICLE IX LAYOFF AND RECALL

Section 9.1 Definition and Notice.

If the Employer determines that layoffs are necessary, it shall give the Union at least thirty (30) days' notice of any layoffs.

Section 9.2 General Procedures

If the Employer determines that layoffs are necessary, employees shall be laid off in the following order:

- 1) Temporary, Seasonal and Contract employees
- 2) Registry employees with less than six months seniority
- 3) Probationary employees
- 4) Registry employees with six or more months of seniority
- 5) Non probationary part time and full-time employees

The County shall layoff registry and non-probationary employees in reverse order of their bargaining unit seniority by appropriate job title within each Department within the DuPage Care Center, currently identified as:

Administration
Financial Services
Dining Services
Laundry
Housekeeping
Nursing Services
Rehab & Therapy Services
Recreation/Activities
Resident and Volunteer Services
Pharmacy

An employee subject to layoff shall be able to exercise his or her bargaining unit seniority for the following options in lieu of layoff in the order set forth below, provided that the employee is qualified for the position:

- a.) To fill a vacant position Care Center facility-wide;
- b.) To displace an employee with the least seniority in the same job title.
- c.) To displace an employee within the same group as the employee subject to layoff. For purposes of this Section Group is defined as:

Group A:
Administration
Financial Services
Recreation
Volunteer Services

Group B:
Dining Services
Housekeeping
Laundry

Group C:
Nursing
Pharmacy
Rehabilitation

An employee subject to displacement by the above procedure shall be considered subject to layoff and shall have the right to exercise the same options. Displaced employees with no further rights to a.), b.) or c.), above shall be considered laid off.

An employee who has been laid off shall have the right to exercise his or her seniority to fill a vacancy, provided the employee is qualified for the position. The laid off employee shall have the right to refuse such vacancies without losing recall rights.

Section 9.3 Recall Rights

Recall rights for employees who are not in their new hire probationary period shall exist for a one (1) year period. Laid off employees shall be recalled in accordance with the reverse application of the procedure for layoff. Employees who filled vacant positions or displaced other employees in lieu of being laid off and laid off employees who filled vacant positions shall have the right to be recalled to their original position.

A laid off employee who returns to their position shall return to the same rate of pay the employee earned at the time the layoff occurred.

Following a layoff, employees retain their recall rights even if they accept another position in the Department outside the bargaining unit.

Employees who are eligible for recall shall be given five (5) working days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union. The employee must notify the Director of Human Resources, or designee of their intention to return to work within three (3) working days after receiving the notice of recall. The County shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Director of Human Resource Department, or designee with their latest mailing address. If an employee fails to respond to a recall notice their name shall be removed from the re-employment registry.

ARTICLE X DISCIPLINE POLICY AND PROCEDURES

Section 10.1 Discipline - Definition

The County may impose disciplinary action upon an employee only for just cause, except that the County may impose discipline for any reason and without just cause on an employee who has not completed the initial six month probationally period. The Employer agrees with the tenets of progressive and corrective discipline. However, violations the Employer believes to be serious acts of misconduct may be grounds for discharge or suspension without any prior warning, reprimand, suspension or discipline. Depending on the severity of the offense, the following disciplinary measures include:

- a) Verbal reprimand;
- b) Written reprimand;
- c) Suspension; and
- d) Discharge.

Conduct which may be grounds for discipline may be observed by, including but not limited to, a supervisor, co-worker, member of the public, volunteers, resident of the facilities, building video surveillance, internet/email activity, or cell phone/telephone usage.

For Registry employees, just cause includes failure to complete the number of shifts or to work on the weekends and holidays listed in the In-House Registry Agreement, consistent with the County's application of that Agreement among Registry employees. The employer agrees that before it terminates a Registry employee for failure to meet the requirements of the In-House Registry Agreement, it will provide at least one Verbal Reprimand and one Written Reprimand to the employee.

Section 10.2 Manner of Discipline

If the Employer has reason to discipline an employee, it shall normally be done in a manner that will not embarrass the employee before other employees, residents or the public.

Section 10.3 Discipline – Notification and Measure of Disciplinary Action

Investigatory Meeting:

If the Employer desires to conduct an investigatory interview, as defined by law, of an employee, the Employer agrees to first inform the employee that the employee has the

right to Union representation at such interview. If the employee desires such Union representation, no interview shall take place without the presence of a Union representative, which the Union shall provide within 24 hours of the Employer's request. If the employee does not request Union representation (which the Employer will confirm in writing), the Employer agrees to notify the Union staff representative, and agrees to allow the Union up to one hour to confer with the employee about the decision to not have the union present.

The Union agrees to have Union Stewards available seven days per week, 24 hours per day. After giving fifteen (15) days' notice to their supervisor, two employee(s) per shift who have been designated as a steward (in writing to management) shall be allowed up to three (3) hours' time off without loss of pay to attend AFSCME Certified Steward's Training, if such attendance does not disturb or interfere with the operations of the Nursing Center. The employee shall provide proof of attendance to the Employer.

Pre-Discipline Meeting:

For suspensions or discharges, the Employer shall convene a pre-disciplinary meeting.

The Employer shall meet with the employee involved to inform him or her of the reason for the contemplated suspension or discharge. The employee shall be notified of his/her right to Union representation. The employee may, at their option, request the presence of a Union representative. If the employee does not request Union representation (which the Employer will confirm in writing), the Employer agrees to notify the Union staff representative, and agrees to allow the Union up to one hour to confer with the employee about the decision to not have the union present.

The employee shall be afforded the opportunity to rebut or clarify the charges during the meeting or provide a written rebuttal within five (5) working days. The Employer may proceed with the intended suspension or discharge at any time and need not delay due to the employee's desire to provide a rebuttal. If Employer implements its decision within the five-day period, it will reimburse the employee if it overturns the discipline as a result of the rebuttal evidence.

Discipline Meeting:

The Employer agrees to use the following disciplinary procedure: The employee shall be notified of his or her right to Union representation at any meeting to discuss and impose discipline at the written warning stage or higher. If the employee does not request Union representation a Union representative shall nevertheless be notified of any meeting.

Any meeting called by the Employer to discuss and impose discipline shall be conducted without loss of pay for the employee or the Union representative

Issuing Discipline

The Employer agrees to provide copies of all disciplinary notices to the Union.

Investigations

Nothing in this Section shall prevent the Employer from relieving employees from duty in accordance with its practice. The employer may follow current practice of reassigning the employee to a non-patient care area during the investigation. The employee must accept this alternate assignment if offered unless the employee would rather be relieved from duties without pay.

Section 10.4 Disciplinary Document Removal

No disciplinary records will be removed from an employee's personnel file. However, the Employer agrees that it will not rely on discipline for purposes of progressive discipline if the employee has not engaged in the same conduct for a period of eighteen (18) months, unless the conduct is of a nature to expose the County to liability due to its repetition, such as harassment, violence or abuse.

ARTICLE XI GRIEVANCE PROCEDURE

Section 11.1 Statement of Principle

The parties agree that in order for the grievance procedure to function efficiently and effectively, all grievances must be resolved at the lowest possible level of the Grievance Procedure.

Section 11.2 Grievance

A grievance is defined as a dispute over the interpretation or application of a specific section or sections of this Agreement.

Only the Union on behalf of an employee, or on behalf of a group of employees, or itself may process grievances. The grievant(s) or one grievant representing a group of grievants may be present at any step of the grievance procedure. The employee is entitled to Union representation at each and every step of the grievance procedure.

"Working" day as used in this Article means Monday through Friday.

Section 11.3 Grievance Steps

Step 1: Immediate Supervisor

- a) The employee and/or the Union shall orally raise the grievance with the employee's supervisor who is outside the bargaining unit. The employee shall inform the supervisor that this discussion constitutes the first step of the grievance procedure.
- b) All grievances must be presented not later than ten (10) working days from the date the grievant become aware of the occurrence giving rise to the complaint. The grievant (s), Union representative, and supervisor shall meet in an attempt to resolve the grievance, unless the union waives such meeting. The immediate Supervisor outside the bargaining unit shall render a written response to the grievant and Union within five (5) working days after the grievance is presented, or within five (5) working days of the meeting, whichever is later.

Step 2: Director of Nursing or Department Manager

In the event the grievance is not resolved at Step 1, it shall be presented, in writing, by the Union to the Director of Nursing or Department Manager within ten (10) working days from the receipt of the answer or the date the answer was due, whichever is earlier. The grievance shall be on a form provided by the Union, and contain the name of grievant, a complete statement of the facts, and the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. The grievance shall be signed and dated by the grievant or Union representative. Using the improper grievance form, date or Section citation shall not be grounds for denial of the grievance.

Within ten (10) working days after the grievance is presented to Step 2, the Director of Nursing or Department Manager shall meet, discuss and attempt to resolve the grievance with the Union and the grievant(s). The Director of Nursing or Department Manager shall render a written answer to the grievance within five (5) working days after such discussion is held and provide a copy of the answer to the Union.

Step 3: Facility Administrator or Designee

If the grievance is still unresolved after Step 2, the Union shall present it in writing to the Facility Administrator or Designee within ten (10) working days after receipt of the Director of Nursing or Department Manager's answer at Step 2 or after the Step 2 response is due, whichever is earlier. Within ten (10) working days after receipt of the grievance the Facility Administrator or Designee shall meet with the grievant and the Union to discuss and attempt to resolve the grievance. If the grievance is not resolved, the Facility Administrator or Designee shall submit a written answer to the grievant and Union within five (5) working days following the meeting.

Step 4: Arbitration

Any grievance not resolved through the process outlined above may be appealed to arbitration by the Union. Such an appeal shall be made in writing to the Administrator within twenty (20) working days after either the date the answer of the Facility Administrator or Designee is received or the date on which such answer was due, whichever is earlier.

If a grievance is appealed to arbitration, representatives of the Union shall contact the Employer to attempt to select an arbitrator. In the event the parties are unable to agree upon an arbitrator, the parties shall jointly request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service.

The parties shall alternately strike the name of an arbitrator, taking turns as to the first strike. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators.

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

The parties shall attempt to arrive at a joint stipulation of the facts and issues to be submitted to an arbitrator. No more than one grievance may be submitted to an arbitrator at any one time without the consent of the other party. The expenses and fees of the arbitrator and the cost of the hearing room shall be shared equally by the parties.

The Employer or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expenses (e.g. witness fees and wages) of its own witnesses who are not employees of the Employer. Employer agrees that employee witnesses will be paid straight time wages if testifying during his or her scheduled work hours.

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall neither amend, modify, nullify, ignore, add, or subtract from the provisions of the Agreement. The Arbitrator may consider applicable state laws and IDPH regulations and guidelines. The Arbitrator shall limit any claim for back wages to the amount of wages that grievant would have otherwise earned, less any unemployment compensations, or interim earnings from any source.

Neither party shall present any information, evidence, or grounds for relief before the Arbitrator which the party had not previously disclosed to the other party, unless the information had been the subject of a request or subpoena.

The decision and award of the arbitrator shall be final and binding on the Employer, the Union and the employee(s) involved, unless reversed on appeal in accordance with the provisions of the Uniform Arbitration Act and the Illinois Labor Relations Act.

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

The Employer and Union agree to share equally the costs associated with the arbitration hearing including the cost of the court reporter, except that each shall be responsible for the costs of their own witnesses. Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent panel of arbitrators during the term of the Agreement or to use the expedited arbitration procedures of the American Arbitration Association. There shall be no transcript unless mutually agreed by the parties.

Section 11.4 Withdrawal

Grievances may be withdrawn at any step of the procedure without prejudice or Precedent. Grievances not appealed within the designated time limits shall be treated as withdrawn.

Section 11.5 Failure to Answer

Grievances not discussed or answered by the Employer within the designated time limits shall be automatically advanced to the next step of the grievance procedure. The time limits at any step or for any hearing may be extended by mutual agreement of the parties.

Section 11.6 Advanced Step Grievance Filing

Grievances may be filed at any step of the grievance procedure by mutual agreement of the parties at that step.

Section 11.7 Information Requests

The Employer recognizes the legal right of the Union to information necessary to process grievances. Upon reasonable request, the Employer will provide the Union with such relevant information as is required by law.

Section 11.8 Time Off; Meeting Space; Telephone and Fax Use

- a) No employee or Union representative shall leave his or her worksite to investigate, file or process grievances without first notifying his/her supervisor or designee, as well as the supervisor of any worksite to be visited, and making mutually-agreeable arrangements with his or her supervisor to address these issues as well as the appropriate time off for these activities.
- b) Meeting Space/Telephone Use/Fax Use: Upon request, the employee or Union representative shall be allowed the use of an available appropriate room while investigating or processing a grievance and shall also be permitted the use of any employer-provided email address, a telephone, facsimile machine or computer if available. Such use shall not include any long-distance calls at the Employer's expense. The Union may also access for these matters any County-provided email address, provided nothing in this Article compels the County to create an email address for any employee.

ARTICLE XII HOURS OF WORK AND OVERTIME

Section 12.1 Registry Employees

Unless otherwise stated in the agreement, the terms and conditions of Registry employees are governed by their Registry Agreement. Registry Agreements for all relevant positions are attached as Appendix B.

Section 12.2 Application

a. General Policy

This Article or Agreement shall not be construed as a guarantee of hours of work per day, per week, or per year. Nothing contained herein shall be construed as preventing the Employer from establishing the work schedules of employees, or from establishing part-time positions.

b. Notice and Discussion.

The Employer shall provide 30 days' notice to the Union before it changes or restructures its current practices involving the workday and work week. The notice period may be shortened when necessary in cases of emergencies, in response to regulatory changes, or when employee and manager agree. Upon request, the Employer will meet with the Union to discuss such changes or restructuring. This provision does not apply to temporary schedule changes, which is addressed in Sections below.

Section 12.3 No Pyramiding

Overtime compensation shall not be paid more than once for the same hour under any provision of this Article or Agreement.

Section 12.4 Workday and Work Week

a. The parties agree that the positions covered by this agreement are in a facility which requires continuous coverage. Scheduled days off may fall on any day of the work week. The Employer will follow its current practice of attempting to accommodate an employee request for a particular day off, for example to attend school.

The work week shall be defined as beginning at 7:00 a.m. on Saturday and ending at 6:59 a.m. on the following Saturday.

The employer will maintain its current practice for exempt level staff in Nursing and Recreation as well as the finance staff. Staff will be paid for 75 hours during the pay period (two weeks) and scheduled daily for eight and a half (8 ½) hours which includes a one (1) hour unpaid lunch break.

For Nursing, Support Services, Dining Services, Pharmacy, Rehab Services, Recreation and Resident & Volunteer Services staff who are scheduled hourly will be paid for 80 hours during the pay period (two weeks) and scheduled for an eight-hour workday with a one half (½) hour paid lunch break.

b. The parties agree that the workday for each bargaining unit position will include meal and break period(s) per shift according to current practice in each Department. For part-time employees, the normal workday is as established at the time the parties execute this Agreement. Part-time employees will receive a break period consistent with current practice in each Department.

c. The meal period will be regularly scheduled at the same point of each shift whenever possible. However, it is understood, should a situation unforeseen or unanticipated by the employer develop, the scheduled time of meal periods may temporarily change.

d. Each Department will follow its current practice related to employees leaving the worksite during their lunch period.

Section 12.5 Work Shift.

Except as provided in this Agreement, each employer Department shall maintain its current practices related to the number shifts per workday and the starting and quitting times of each employee. Pursuant to current practice, the employer may modify the starting and/or ending times of the employee's shift by employee agreement. Employees in the Nursing and Resident and Volunteer Services Departments must remain in their position until relieved by the next scheduled employee for that position if the employees are scheduled for consecutive shifts.

Section 12.6 Work Schedule.

a. Work schedules showing the employees' shift, workdays and hours shall be displayed at convenient places and times, which may include notification by electronic mail. The Employer will not temporarily change a work schedule once posted, except in unanticipated situations, such as the need to complete an IDPH survey, or to otherwise comply with regulatory requirements, or by agreement between the employer and the employee.

b. Trade-offs initiated by the Employees are permitted within a given pay period only upon approval of the Employer. The Employer will attempt to respond to trade requests as quickly as possible and shall approve or deny trades within three (3) days of submissions, not including Saturday, Sunday, and Holidays. The Direct Supervisor shall have the right to approve or deny a trade. Tradeoffs will be reviewed on a case-by-case basis. In most cases, the Supervisor will deny requests that result in overtime.

c. The employer may schedule the following Employees to work consecutive weekends: (1) an Employee who volunteers to work consecutive weekends and (2) Employees who are hired specifically to work weekends, such as Registry employees. The employer will not require other non-probationary employees to work more than every other weekend unless there is an emergency. Nothing herein prohibits Departments from requiring mandatory overtime according to the terms of this Agreement.

C.N.A. and nurses who work more than 32 hours during Saturdays and Sundays during any calendar month shall receive an additional \$2 per hour for C.N. A.'s and \$3 per hour for nurses for each Saturday or Sunday hour worked over 32 in the calendar month.

Section 12.7 Attendance and punctuality.

Employees shall clock-in on their assigned unit or Department, unless his or her supervisor has approved an alternate location. An employee who expects to miss a scheduled shift must contact his or her supervisor by telephone no later than two hours prior to the start of the scheduled shift and provide the reason for absence. The employee must speak with the supervisor (or designee) unless the employee's department has established a voicemail for receiving absences. See Appendix C for specific department call in numbers. Staff are expected to leave a voicemail if the specified department contact is not available.

Employees with a multiple day absence must call in before each scheduled shift unless the employee has previously reported the multiple day absence to the supervisor. Employees who know they will arrive at work after the start of a scheduled shift shall also call the supervisor at least two hours before the start of the shift if the tardy is foreseeable, otherwise, the employee shall provide the supervisor with as much notice as safely possible.

An employee that is a No Call/No Show for three (3) consecutive days will be subject to the job abandonment guidelines as outlined in the Termination/Involuntary Separation of Employment Policy 3.10 in the DuPage County Employee Handbook. Emergency situations will be taken into consideration on a case-by-case basis at the discretion of the appropriate manager/supervisor and the Administrator (or designee) which will require documentation.

An employee who demonstrates a pattern of poor attendance and/or punctuality shall be subject to disciplinary action.

When absences occur, employees will be required to use any accrued vacation, sick or personal time for the duration of the absence.

Employees who No Call/No Show for a scheduled shift will be paid using accrued vacation, sick or personal time balances.

Emergency situations related to incidents of No Call/No Show will be taken into consideration on a case-by-case basis.

Section 12.8 Overtime Payments

In the following Departments (exceptions noted), the County shall pay non-exempt bargaining unit employees at the rate of one and one-half (1 1/2) times the employee's straight time hourly rate for all hours worked over eight (8) in a workday

and for all hours worked over eighty (80) in two consecutive workweeks, but there shall be no pyramiding as defined below:

Finance, Nursing (except Admissions Nurse Liaison, MDS Coordinator, Medical Records Supervisor, and Wound Care/Ostomy Coordinator which are exempt, and Division Assistant 1 and Office Assistant), Pharmacy (Technicians only), Recreation Therapy (LPN only, Supervisor is Exempt), Rehabilitation Services (except Office Assistant), Resident and Volunteer Services, Dining Services (except Principal Account Clerk and Nutrition Assistant), and Environmental Services (housekeeping and laundry).

In the following Departments (exceptions noted), the County shall pay non-exempt bargaining unit employees at the rate of one and one-half (1 1/2) times the employee's straight time hourly rate for all hours worked over forty (40) in a workweek: Administration, Nursing (Division Assistant 1 and Office Assistant only), Pharmacy (Senior Account Clerk only), Recreation Therapy (Coordinator and Aide only), Rehabilitation Services (Office Assistant only), Resident and Volunteer Services and Dining Services (Principal Account Clerk and Nutrition Assistant only).

The County shall follow its current practice of reimbursing employees for expenses incurred for travel.

Employer approved training will be included as actual hours worked for purposes of all overtime calculations. Sick days, vacation days, personal days, designated holidays, jury duty bereavement time will not be included in calculating actual hours worked for purposes of overtime, unless unscheduled. Unscheduled overtime hours are hours of actual performed work that are outside of an employee's normal work schedule and are not scheduled in advance by the Department Head or designee. When an employee has worked unscheduled overtime hours during a week, or during the pay period for the Care Center, the calculation of actual hours worked during the week may include vacation days, personal days, designated holidays, jury duty, and bereavement time. Sick time is not counted toward the calculation of actual hours worked for weeks with unscheduled overtime hours worked by an employee.

All unscheduled overtime must be approved as provided in this agreement, currently Article 12.9.

Exempt level employees may, upon prior approval by the County Administrator and Director of Human Resources be granted additional compensation assigned short-term workload increases. Additional compensation, at straight time, may be authorized when temporary staffing shortages or increased service demands require work to be performed outside the employee's usual work schedule in order to maintain the Care Center's compliance with deadlines, regulations, statutes, or grant requirements.

Section 12.9 Unscheduled Overtime Payments

No later than one hour before the end of the employee's shift, an employee wishing to work unscheduled overtime must obtain pre-approval from the employee's supervisor before working unscheduled overtime, such as staying beyond a scheduled shift to complete charting duties. Any staff who works more than the hours for which the employee was approved will be subject to progressive discipline up to and including termination.

Section 12.10 Voluntary Overtime and Mandatory Overtime Distribution

a. Voluntary Overtime Distribution

To distribute overtime on a basis that allows everyone in the bargaining unit an equal opportunity to select overtime assignments, voluntary overtime assignments shall be distributed in the following manner:

Employees may submit their name for voluntary overtime consideration by signing a copy of the form attached herewith as Appendix D. Voluntary overtime is department specific. Individuals interested in working overtime shifts must complete the form for any and all departments the individual is interested in working.

When the Employer determines the need for overtime, the Employer will notify volunteers from the employees working the department in which overtime is to be worked. Notification will be conducted by open shift postings and/or blast texts/emails.

Employees who have elected to participate in voluntary overtime will be placed on the list in order of seniority by their respective department. Overtime will be offered to the next person on the voluntary overtime list in rotating order. Once the voluntary overtime list has been exhausted, employees from other departments in the bargaining unit may be asked to work for overtime purposes. Overtime will only be available to individuals that have prior working knowledge; experience; required certification or license; or appropriate department training.

Once an employee has confirmed and agreed to the voluntary overtime work, the employee may not refuse to work the scheduled overtime, unless the employee has obtained a qualified replacement. If the voluntary overtime assignment remains unfilled, mandatory overtime will apply.

Every pay period, the Employer shall provide the Union a list of the overtime hours worked, the employees who worked overtime and the number of hours each employee so worked.

Employees may withdraw their name from voluntary overtime consideration by signing a copy of the form attached herewith as Appendix E. Those employees who withdraw themselves from voluntary overtime consideration are not exempt from mandatory overtime.

Employees who fill a voluntary overtime shift (one eight (8) hour or two four (4) hour shifts), shall have their name moved to the bottom of the list for Mandatory Overtime. Unscheduled overtime (i.e. staying over to complete urgent/unexpected work; charting; attend/complete mandatory in-services) will not move an employee to the bottom of the mandatory overtime list. Only time worked covering open hours will move the employee to the bottom of the list.

Volunteer overtime lists will be maintained by individual departments and available for review upon request.

b. Mandatory Overtime Distribution

The parties desire that mandatory overtime will be the exception and not the norm for DuPage Care Center operations and may only be used after the Employer has exhausted reasonable efforts to voluntarily fill the overtime required. If there are no volunteers for an overtime assignment, such vacancy will be filled by Mandatory Overtime using the Mandatory Overtime list. Such list shall be maintained by each department in reverse seniority order on a rotating basis. Individuals whose primary work assignment is in another department cannot be mandated to work by a different department (i.e., an individual who is a C.N.R.A. whose primary assignment is within the Physical Rehab Department cannot be mandated to work as a C.N.A. in the nursing department).

Mandatory overtime is considered part of the regular work schedule. If an employee is scheduled for mandatory overtime and they call off sick on the day before, the day of or the day after a holiday, holiday pay will be forfeited.

Employees shall have the right to refuse one (1) prescheduled mandatory overtime shift every three (3) months. Such refusal must be communicated to the Employee's supervisor within three (3) days of the posting of the employee's schedule. Employees who exercise this option shall return to the top of the Mandatory overtime list.

Staff who call in sick for mandatory overtime will not be paid sick time, personal time or vacation time for hours not worked.

Mandatory overtime lists will be maintained by individual departments and available for review upon request.

The least senior employee mandated to work overtime goes to the end of the list and is not mandated to work overtime again until the entire list has been expired.

Finance, Pharmacy and Admission staff will be offered overtime for specified hours versus shifts. Such overtime will be episodic and will only be available for staff qualified to complete the specified duties.

Emergency Overtime: in the event of a bona fide emergency, overtime will be filled on an "as needed" basis, without regard to seniority or department.

ARTICLE XIII WORK ASSIGNMENTS

Section 13.1 Floating General Provisions

Definition:

1. Floating is defined as the temporary reassignment of a staff member to an area outside of their regularly assigned unit. The parties recognize that certain employees are designated as floating staff who do not have a permanent assignment. This section does not apply to such employees.

2. Employees may be assigned to float to another unit other than their own, subject to the limitations provided in this Article.

Floating Order: Employees shall float in the following order, except for the Dining Services Department:

1. Agency Staff
2. Active Registry
3. Volunteers
4. Employees on overtime
5. Staff normally assigned to a unit or contracted agency staff that are employed to maintain a consistent assignment.

Unless the needs of patients/residents require deviation from this order.

B. Voluntary Floating:

Nothing herein shall prohibit an Employee from volunteering to float to other areas, provided that the Conditions in this Article are satisfied, and subject to supervisory approval.

D. Floating Records:

For the Nursing department only, the Employer will maintain any legally required competency validation. Float rotation lists will be maintained and will be available for inspection by affected Employees in the Unit and job classification. Information in this paragraph shall be made available and provided to the Union upon request.

Section 13.2 Call-Back Pay

Any employee called back to work outside of his/her regularly scheduled shift or on his/her scheduled days off shall be paid a minimum of three (3) hours pay at the applicable rate. A continuation of the end of a normal workday shall not qualify for this minimum. Employees notified prior to clocking out of the need to extend the workday will not be eligible for the call-back pay.

Section 13.3 On-Call Pay

A non-exempt employee, as defined by the Fair Labor Standards Act, is entitled to on-call pay if he/she is required by the Employer to be on on-call; that is to be available for possible recall for work, either on a day the employee was not scheduled to work or for a period of time after completing the employee's work day. For every two weeks that an employee is assigned a cell phone and is required to be on-call, the employee shall receive three (3) hours of pay at the employee's straight time rate. If more than three hours of work is required during the on call period, then the Employer will compensate the employee at his/her straight time hourly rate unless hours worked exceed 40 in a work week. The Employer will then pay hours in excess of 40 per week at the overtime rate.

Section 13.4. Temporary Assignment

The Employer may temporarily assign an employee to perform the duties of another position classification, including those of a supervisor. An employee temporarily assigned to a position with a lower rate of pay shall receive his or her regular rate of pay. In those cases where the employee performs the duties of a higher paying classification, while performing those duties, they shall be paid at the entry rate of the higher classification or ten (10) percent higher than their current pay, whichever is higher. Persons performing supervisory duties shall be paid ten (10) percent higher than their current pay for hours worked in that position.

For supervisory positions, the Employer shall rotate such temporary assignments among employees who volunteer for and receive appropriate training for the position.

Section 13.5 Call Off/Flexing Procedure

A. Call Off/Flexing when staffing levels are appropriate

Call Off/Flexing may be available to employees when staffing levels are appropriate and no other support duties are critical or necessary. This option must be approved by a Department Head or designee. Employees may volunteer to take the day off using their available benefit time. Registry employees who chose this option will receive credit toward their required shifts.

B. Call Off/Flexing as Time Worked

If an Employee is cancelled or volunteers to take time off, the hours that an Employee was scheduled to work shall count as time worked for purposes of maintaining status, like full-time or registry requirements. Unless the employees elect to use earned paid time off, the time off is without pay.

ARTICLE XIV HOLIDAYS AND PERSONAL DAYS

Section 14.1 Designation of Holidays.

All employees covered by this Agreement shall receive holidays equivalent to the provisions adopted within the DuPage County Board Employment Policies and Guidelines, and applicable County Board Resolutions through the length of the contract. Designated Holidays are:

New Year's Day	Martin Luther King Day
Christmas Day	Memorial Day
Thanksgiving Day	Independence Day
Day after Thanksgiving	Labor Day
President's Day	Columbus Day
Veterans Day	Juneteenth

If the Employer declares any additional dates as observed holidays, such date(s) shall be considered holiday(s) for all bargaining unit employees. If the employer declares any reduced dates as observed holidays, such dates shall be reduced holidays for all bargaining unit employees.

Section 14.2 Eligibility Requirements.

To be eligible for holiday pay, an employee must work in the week in which the holiday falls and must work his/her full scheduled workday immediately preceding and following the holiday unless on a leave of absence approved by the Department Head.

Section 14.3 Holiday Application.

Departments with 24/7 operations shall observe the actual holiday. Otherwise, when a holiday falls on a Saturday, it will be observed on the preceding Friday. When a holiday falls on a Sunday, it will be observed on the following Monday. When a holiday is observed by the County on an employee's normally scheduled day off, the employee will receive an extra day's pay in lieu of the holiday.

Section 14.4 Holiday Pay and Scheduling

All full and part time employees under county board jurisdiction who work a minimum of 20 hours per week shall receive pay for each holiday equal to their normally scheduled hours of work for the week in which the holiday occurs. Employees who work the designated holiday will receive their regular wages for working the holiday.

Care Center shift employees who work the designated holiday will receive in addition to their regular wages holiday pay at straight time or may request to bank the holiday and receive equivalent time off at straight time. Employees must provide advance notice to their supervisor in writing if they wish to exercise their option to bank the holiday time.

Banked holiday time must be used by the end of the calendar year it is earned. If the employee does not use the banked holiday time by the end of the calendar year, he/she will receive payment for any unused time.

For Departments, who have a twenty-four (24) hour or 365 days per year operation, employees may be scheduled to work one of the two (2) holiday rotation schedules listed below:

Holiday Rotation 1:

New Year's Day
Martin Luther King's
Memorial Day
Labor Day
Columbus Day
Thanksgiving

Holiday Rotation 2:

President's Day
Independence Day
Veteran's Day
Day after Thanksgiving
Christmas Day
Juneteenth

These departments include: Administration (Admissions), Nursing, Dining Services, Housekeeping, Laundry, Pharmacy, Recreation and Resident & Volunteer Services. The first selection for holiday rotation shall be by seniority. If the employee works Holiday Rotation schedule 1, then they will work Holiday rotation 2 the following year.

Section 14.5 Personal Days.

All full and part time employees under county board jurisdiction who work a minimum of 20 hours per week are eligible for personal days. Except in the case of initial hiring all employees covered by this Agreement shall receive five (5) Personal Days each year. The Personal Days may be taken any time during the calendar year subject to a minimum of twenty-four (24) hours advance notice and approval of Department Head or designee. Personal Days may be used in a minimum of one half (1/2) hour increments. Personal Days may not be carried over into the next year. During the first year of employment the employee shall be awarded personal days on a pro-rated basis after passing the six-month probationary period to be used in the calendar year in which the employee completes the probationary period, according to the following schedule:

Probationary Period Ends	Eligible For
January - February	5 days
March - April	4 Days
May - June	3 Days
July - August	2 Days
September - October	1 Day
November - December	0 Days

Part-time employees regularly scheduled for at least twenty hours per week will receive personal days at a proportional rate, based on the number of hours they are regularly scheduled to work.

ARTICLE XV VACATIONS

Section 15.1. Eligibility Amount

Full and part time employees, under county board jurisdiction, who work a minimum of 20 hours a week shall be eligible for paid vacation time after completion of

six months of consecutive service with the County based upon the following schedule of continued service:

VACATION SCHEDULE

YEARS OF CONTINUOUS SERVICE	VACATION DAYS PAID ANNUALLY	HOURS PER WORK WEEK	ACCRUED HOURS PER MONTH
0 through the completion of the fourth (4) year	10 Days	37.5 Hours 40.0 Hours	6.25 Hours 6.67 Hours
Beginning of the fifth (5) year through the completion of the Ninth (9) year	15 Days	37.5 Hours 40.0 Hours	9.37 Hours 10.00 Hours
Beginning of the tenth (10) year through the completion of the Nineteenth (19) year	20 Days	37.5 Hours 40.0 Hours	12.5 Hours 13.33 Hours
The beginning of the twentieth (20) year or more	25 Days	37.5 Hours 40.0 Hours	15.63 Hours 16.67 Hours

A. All full and part time employees, under county board jurisdiction, who work a minimum of 20 hours per week shall be able to use earned paid vacation time after completion of six (6) months of consecutive service.

B. Vacation is accrued monthly. Employees may schedule a vacation regardless of the amount of accrued time but must have adequate accrued time at the time of taking the vacation.

C. Upon separation, vacation paid after the last day worked shall not be used to extend an employee's length of service.

D. Accrual of vacation time ceases during any medical leave after thirty (30) days. Vacation time does not accrue during a personal leave of absence.

E. Employees who have been rehired shall accrue vacation time as of their rehire date unless the employee is separated for less than 30 days as a result of layoff or employer-initiated separation. In that case, if the separation is less than 30 days, the accrual shall continue from the employee's original date of hire.

F. Any employee hired into the bargaining unit from a department under County Board jurisdiction will retain the vacation time earned.

G. Vacation will be calculated at one-tenth (1/10) of the normally scheduled bi-weekly work hours.

H. Registry workers are not eligible for vacation days.

Section 15.2 Vacation.

Vacation pay shall be paid at the rate of the employee's regular straight-time hourly rate of pay in effect for the employee's regular job classification on the pay date immediately preceding the employee's vacation.

Section 15.3 Vacation Scheduling.

Employees may use earned vacation in increments of one half (1/2) hour or more, provided that the employee's Department Head, at his or her sole discretion, may approve vacation time in a smaller increment. Vacations shall be scheduled insofar as practicable at times desired by each employee.

Requests for vacation time of one (1) day or less should be submitted at least forty-eight (48) hours in advance. Requests for vacation time of two (2) days or more should be submitted at least two (2) weeks in advance. Subject to employee requests and the Employer's operating needs, vacations will be scheduled on the basis of first requested, first granted, except that if two or more employees seek the same vacation period and neither employee has yet been granted the vacation, then seniority shall control the award of such vacation. The Employer shall respond to vacation requests within seven (7) business days. Once vacation has been approved, and the employee has adequate earned time off, it cannot be cancelled.

It is expressly understood that the final right to designate vacation periods and the maximum number of employee(s) who may be on vacation at any one time is exclusively reserved by the County. In establishing vacation schedules, the Employer shall consider both the employee's preference and the Employer's operating needs.

Section 15.4 Limitation on Accumulation of Earned Vacation.

Earned vacation days shall normally be taken within one year after they are earned. Employees may carry over up to ten (10) days of vacation from one (1) year to the next not to exceed ten (10) days, according to their normally scheduled bi-weekly hours. Any unused vacation time above the 10-day carryover maximum allowed, may

be forfeited at the beginning of the following calendar year. An employee may be allowed to carry over more than ten (10) days of vacation on a limited basis. The employee must submit a written request to their Department Head and receive approval by the department head prior to end of the calendar year. Any vacation carried over in excess of ten (10) days must be used within the first quarter. The excess carry-over vacation cannot be sold.

Section 15.5 Vacation Pay Upon Termination.

Upon voluntary termination of employment or layoff, the employee who has completed one (1) year or more of service will receive monetary compensation for earned but unused vacation benefits.

Section 15.6 Request for Vacation Payout.

When an employee has completed five (5) years of continuous service (i.e.: as of an employee's six (6) year anniversary date), they may elect to receive monetary payment for up to five (5) days of his vacation accrual at full value. Upon completion of fifteen (15) years of continuous service, an employee may elect to receive monetary payment for up to ten (10) days of vacation at full value. Vacation payouts may only occur one time per calendar year.

ARTICLE XVI LEAVE OF ABSENCES

Section 16.1 Sick Leave.

Employees who have completed one (1) month of continuous service with the County, shall be entitled to sick leave. Sick Leave is a benefit in recognition that employees may occasionally be absent because of various illnesses or injuries. Full-time Employees will accrue eight (8) sick days annually. Sick time credits will accrue monthly at a rate of five and 1/3 (5.33) hours for employees who work 80 hours a pay period and five (5) hours for employees who work 75 hours a pay period. Part time employee budgeted to work at least 20 hours per week will accrue this benefit pro-rata based on the regularly scheduled hours.

- A. Sick time hours accrued and banked, may be used during the course of employment for the employee's own health condition or to care for an immediate family member (spouse, parent or step-parent, grandparent, siblings, children or step-children, in laws, or any relative or person living in the employee's household for whom the employee has custodial responsibility) who requires the employee's care or other

reasons (including appointments with physicians, dentists or other medical practitioners) as stated within the Policy handbook.

- B. As of December 1, 2011, all sick time hours accrued, unused, and banked will be frozen for purposes of eligibility for monetary compensation. This accrued sick time will continue to be eligible for pay based on years of service at time of separation, as outlined in the procedure below.
- C. Sick time earned after December 1, 2011, may be accrued up to a maximum of 120 days. This bank will be maintained separately from sick time banked prior to contract ratification. Sick time may be used as follows:
 - (a) For the employee's own health condition or to care for an immediate family member who requires the employee's care or other reasons (including appointments with physicians, dentists or other medical practitioners) as stated within the Policy handbook.
 - (b) To obtain service credit to the full extent allowed by Illinois law and IMRF policies, if any.

Use of Sick Leave. To the extent permitted by law, sick leave can only be used for an approved absence that falls under the following guidelines:

- Illness or injury of employee's own health condition
- Care for an immediate family member
- Reasons stated within the policy handbook (including appointments with physicians, dentists or other medical practitioners)

Notification of Sick Leave

1. Vacation time may be used for sick call-ins when the employee's sick time has been exhausted.
2. An employee calling in sick must call in to his or her supervisor, or the designated supervisor, before his or her assigned start time.

PROCEDURES

1. Sick time will not accrue during any personal leave of absence or during any medical leave of absence greater than thirty (30) days.

2. Sick time accrued prior to December 1, 2011 will accrue and be carried over from year to year up to a maximum of 250 days, any sick time greater than 250 days will be forfeited.
3. Eligible employees may receive payment for accrued, unused sick time as indicated below, based on employment date.
4. Employees who sign a formal notice of separation may receive such payment for accrued, unused sick time up to six (6) months prior to their separation.
5. Employees may not request payment for any sick time that has not yet been earned.

For employees hired prior to November 1, 2005:

A. Once an employee accrues thirty (30) days of sick time, they have the option to receive monetary compensation for up to five (5) days of sick time, one time per calendar year, at the payout percentage based on their length of service as indicated in the Payout Table below.

B. Upon separation or layoff, the employee has the option to either:

1. Receive monetary compensation for accrued, unused, sick time, based on the Sick Time Payout Table below; or

2. To obtain service credit to the full extent allowed by Illinois law and IMRF policies, if any.

YEARS OF COMPLETED CONTINUOUS SERVICE	MONETARY COMPENSATION PERCENTAGE RATE
5 through 7 years	50%
8 through 10 years	67%
11 through 15 years	75%
16 years or greater	100%

For employees hired after November 1, 2005:

A. For an employee who has completed eight (8) years of service, upon separation or layoff, the employee will have the option to either:

1. Receive monetary compensation for accrued, unused sick time at 50% of the value no more than one time per calendar year: or,
2. To obtain service credit to the full extent allowed by Illinois law and IMRF policies, if any.

A. Donated Sick Leave.

- a. A bargaining unit member requesting the use of donated sick time must submit a Request to Receive Donated Sick Time Form, to the Human Resources Department along with a written certification from a health care provider of the employee's serious health condition, on a Health Certification Form, and an estimated date of the bargaining unit member's return to full duty, must be attached to the request.
- b. Upon approval of a request for donated sick time, Human resources shall complete a Notice to Donate Sick Time and forward copies to each bargaining unit members.
- c. Bargaining unit members wishing to donate sick time to a fellow bargaining unit employee eligible for donation shall complete their portion of the Notice to Donate Sick Time, sign and date it (including the time of signature) and return it to Human resources.
- d. Human Resources shall confirm the bargaining unit members wishing to donate sick time have sufficient balance to do so and shall allocate sick time pursuant to this Article.

Donated Sick Time-

B. Eligibility. To qualify, the employee requesting donated sick time must:

- a. Have a non-work-related serious illness or injury, as verified in writing by a health care provider, which meets the definition of a serious health condition under the Family and Medical Leave Act (FMLA) and an estimated date of return to full duty from a health care provider; or
- b. Have a spouse, domestic partner, or dependent who resides in the employee's household with a serious illness or injury, as verified in writing by a health care provider, which meets the definition of a serious health condition under the Family and Medical Leave Act (FMLA);

- c. Have an insufficient amount of accrued and unused sick time to cover the estimated period of absence.
- C. Approval. Upon approval of an employee's request for donated sick time, the Human Resources Department shall:
 - a. Notify bargaining unit employees (as defined in this Agreement) of the requesting employee's need for donated sick time while respecting the employee's right of privacy; and
 - b. Approve payment of any such donated sick time to the requesting employee up to the amount of donated leave, or the hours necessary to the employee with their regular, straight time pay for such pay period, whichever is less.
- D. Donating Sick Time. A bargaining unit member (as defined in this Agreement) may donate accrued and unused sick time to any other bargaining unit employee who has been approved to receive donated sick time as long as the donating bargaining unit member retains a sick leave balance of at least 40 hours after deduction of the hours offered for donation.
 - a. Donations of sick time shall be in one-hour increments.
- E. Use of Donated Sick Time
 - a. A bargaining unit member receiving donated sick time shall be paid at their regular rate regardless of the rate of pay of the employee donating such leave.
 - b. Sick time shall be deducted from donating bargaining unit members in the order donated and shall be credited to the receiving bargaining unit employee's account on pay day up to the amount necessary for the bargaining unit member to be paid their regular two weeks' pay. No sick time shall accumulate in the account of a receiving employee or be converted to cash or compensatory time. Any sick time donated by a bargaining unit member that is not used shall remain in the account of the donating bargaining unit member.
 - c. A bargaining unit member using donated sick time shall be in active pay status and shall accrue sick time and be entitled to any other benefits they would normally receive. All sick time or other paid leave provided to, or accrued by, a bargaining unit member while using donated sick time shall be used in the following pay period first before donated sick time is used.
 - d. A bargaining unit member approved to receive donated sick leave shall be eligible to receive such leave until the bargaining unit member:
 - i. Returns to full duty; or

- ii. Exhausts all donated leave; or
- iii. Has been on donated sick leave for a total of six months.

Bargaining unit members absent from work and receiving donated sick leave may not work, perform services, receive, or earn compensation for or from any other entity, including the bargaining unit member's own business, from the beginning of such absence until the employee returns to work.

Section 16.2 Jury Leave.

Any employee who is subpoenaed as a result of his regular job duties, or otherwise required to serve on a jury shall be excused from work without loss of regular straight-time pay for the days or portions thereof on which the employee must be present for such service and on which the employee would have otherwise been scheduled to work. An employee who is assigned to work an afternoon or night shift shall not be required to work such shift on days the employee performs jury service. The employee shall submit documentation evidencing that he/she appeared and served as a juror and shall remit any witness fee in order to receive pay for such jury service. The employee may retain any money received to cover travel, meal, and /or lodging expenses. If an employee is released from being a witness or from jury duty during normal work hours, the employee shall immediately notify his supervisor and may be instructed to report back to work.

Section 16.3 Military Leave.

All employees covered by this Bargaining Agreement shall receive Military Leave equivalent to the provisions adopted within the DuPage County Board Employee Policies and Guidelines, and all applicable County Board Resolutions through the length of the contract. The Employer will comply with all applicable Federal and State laws related to military leave including the Uniform Services Employment and Re-Employment Rights Act of 1994 (USERRA).

Section 16.4 Bereavement Leave.

When a death occurs in an employee's immediate family (specifically defined as: mother, father, mother-in-law, father-in-law, spouse, brother, sister, child, grandparent, grandchild, stepparent, stepchild, sister-in-law, brother-in-law, son-in-law or daughter-in-law or domestic partner), an employee covered by this Agreement, upon request, will be excused and compensated for up to three (3) days for the purpose of attending the funeral. An eligible employee shall be paid for funeral leave at his normal daily rate of pay for any day or days on which he is excused and but would have otherwise been scheduled to work. An otherwise eligible employee will not receive funeral pay when it duplicates pay received for time not worked for any other reason.

Section 16.5 Family Medical Leave Act (FMLA)

Employees covered by this agreement shall be entitled to the rights set forth in the Family and Medical Leave Act (FMLA). For the duration of the agreement, the Employer shall follow its current policies related to FMLA, unless required by law to change a policy.

Section 16.6 VESSA Leave

The Employer will comply with the Victims Economic Security and Safety Act of 2003 (VESSA).

Section 16.7 Personal Leave

The Employer may allow employees to take a Personal Leave of Absence without pay for extraordinary circumstances of personal need subject to the operational needs of the employer. Personal Leave is an approved temporary suspension of employment and is not regarded as Family Leave, sick time or IMRF Disability Leave. A Personal Leave initiated at the employee's request is not to exceed ninety (90) days unless an exception is approved by the County Board Chairman.

Eligibility Requirements

All regular full-time and regular part-time employees are eligible to request a Personal Leave. During a personal leave, an employee must use all of their accrued vacation, sick or personal days. After using that accrued paid time, the remaining leave is unpaid.

Benefits

Sick, personal and vacation days will not accrue while the employee is on a Personal Leave, nor will an employee be eligible for holiday pay. During a Personal Leave, an employee may continue participation in the County's benefits programs by paying the total cost of those programs. The anniversary date for an employee on a Personal Leave will be adjusted to account for the break in service. The Guidelines and Procedures provided in the County's Personal Leave Policy shall apply provided those do not conflict with this Section.

Section 16.8 Blood Donation Leave

Employees with at least six (6) consecutive months of service are allowed 1 hour of leave with pay every 56 days to participate in blood donation.

Section 16.9 Leave for Union Office.

Employees may apply for a leave of absence under the County's personal leave of absence policy for the purpose of serving as a Union representative or officer. The County's personal leave of absence policy controls whether the County grants the leave of absence and the terms of the leave of absence.

ARTICLE XVII BENEFITS

Section 17.1 Insurance.

Employees shall continue to receive the same health, life, dental and other insurance benefits at the same employee/dependent premium cost(s) as a majority of all other DuPage County employees. In no event will Bargaining Unit employees pay more in premiums or co-pays, or receive less health, life, or dental benefits than a majority of all other DuPage County employees. Bargaining unit members shall receive the same benefits enumerated in Chapter 6, Employee Benefits, of the County's Personnel Manual as are granted to all other County employees and on the same terms as received by all other County employees as such benefits may from time to time be altered (modified, changed or eliminated) by the County. Those benefits currently include a deferred compensation plan and vision insurance.

In addition, the Employer agrees to provide group term life insurance in the amount of \$25,000 for each employee.

Section 17.2 Illinois Municipal Retirement Fund (IMRF)

Employees subject to IMRF eligibility and contribution rules shall receive all benefits, including but not limited to retirement, disability, and death benefits as provided by IMRF.

Section 17.3 Retention.

It is the policy of DuPage County to provide retention incentives in order to provide long-term employees additional income protection for retirement in the form of a capital accumulation program.

ELIGIBILITY

- All full-time and part-time employees who participated in the Illinois Municipal Retirement Fund and began their employment with DuPage County on or before November 30, 2002.
- Eligibility begins at age fifty-five (55) and ten (10) years of continuous service or twenty (20) years of continuous service independent of age.

GUIDELINES

A. At the time of voluntary separation or layoff, retention benefits will be paid based on the following schedule and eligibility:

Continuous Years of Service - Total Days

10 years - 50 days

15 years - 90 days

20 years - 120 days

B. For purposes of this policy, continuous service will be calculated from the earlier date of hire with DuPage County unless there has been a gap of over one year, in which case the most recent date of employment would be used to calculate retention benefits. Last day worked will be considered the final day of service.

PROCEDURES

1. Payment for applicable days will be made upon notice of separation.
2. If gap in service is one (1) year or less, any retention paid previously will be deducted from future retention payouts.
3. Pay will be calculated by the same formula as sick days and vacation days.
4. Employees who sign a formal notice of separation may receive payment for retention benefits up to six (6) months prior to their separation date.

EXCEPTIONS

Employees who are involuntarily terminated are not eligible for this program.

Employees who have voluntarily resigned due to a conviction are not eligible for this Program.

Section 17.4 Tuition Reimbursement.

All full-time employees who have completed one (1) year of continuous employment with DuPage County are eligible for tuition reimbursement consistent with the terms of Appendix F. (which shall be the County's existing program)

Section 17.5 Uniforms

The policies currently in effect with respect to required uniforms for the various categories of employees covered by this Agreement shall continue in effect during the term of this Agreement. Any uniform allowance is addressed in another section of this agreement.

Section 17.6 Optional Benefits

To the extent the Employer currently provides these benefits, and continues to do so, under the terms then existing, the Employer will provide the following optional benefits to employees:

- Credit Union – Provides employees and their families the opportunity to save with a fair dividend and to borrow at a fair and reasonable rate of interest.
- Deferred Compensation – allows employees to contribute a portion of their present earnings in a tax-deferred investment plan.
- Fare Checks – provide the purchase of RTA/CTA transit fares on a pre-tax basis.
- Optional Vision – provides additional vision coverage beyond what is offered through the health plan.
- Optional Life Insurance – provides additional term life insurance for employee, spouse, and children.

- Spending Accounts – provides a method of paying for uncovered medical/dental expenses and dependent care expenses on a pre-tax basis.
- Pre-Paid Legal Services – provides legal assistance at a reduced group rate.
- Supplemental Insurance – provides supplemental insurance coverage for specific health conditions and/or income for time off work due to a disability.

Section 17.7 Salary Savings Plan

The Employer maintains an approved deferred compensation plan under Section 457 of the Internal Revenue Code. The Employer provides salary savings plan education during new employee orientation. The vendor will be available to provide employee education to help employees make investment decisions. The vendor will be available to provide employees a report of their account balances.

Section 17.8 Reduction in Force Pay Policy

The following schedule of severance pay shall apply to full-time and part-time non-Registry employees in those cases where a reduction in force is deemed necessary:

YEARS OF SERVICE DAYS PAID

1 year + 1 day through 2 years - 5 days

3 years + 1 day through 5 years - 10 days

6 years + 1 day through 10 years - 15 days

11 years + 1 day through 15 years - 20 days

16 years + 1 day through 19 years - 25 days

20 years or greater - 30 days

ARTICLE XVIII MISCELLANEOUS OPERATING PROCEDURES

Section 18.1 Disaster/Weather-Related Emergency Schedules.

For disaster/weather-related emergency scheduling that requires a minimum number of extra staffing, employees on duty may be required to remain on duty until

relieved by on-coming staff. Employees shall be paid at the rate of one and one half (1 1/2) times their regular rate for all hours worked pursuant to this provision.

Section 18.2 Secondary Employment.

Any secondary employment held by employees that presents an “interest” or “time” conflict with the employee’s employment is prohibited. Military service is not secondary employment for purposes of the reporting requirements of this policy.

Employees are required to notify the Administrator (or designee) in writing of any secondary employment, including self-employment, partnership in a business, or prior to accepting such employment or immediately if currently working, by completing a Secondary Employment Notification form. The Administrator (or designee) shall provide a copy of the form to the Human Resources Department, which will determine whether the secondary employment presents a conflict.

Section 18.3 Employee Training.

All employees are required to meet education requirements as deemed necessary by the facility and/or state and federal regulations. Education requirements are defined by both topic and hours of training. Employees will be notified of all mandated education requirements.

Section 18.4 General Training.

Presentation of required education will be offered via onsite classroom, written, video, or computer-based learning systems. Offsite education (workshops, seminars, etc.) will be scheduled by Department Managers. Completion of required coursework is to be done on the clock, on site, unless previously approved in writing by the Administrator (or designee). Employees are expected to complete education requirements during straight time hours only. If an employee needs to work overtime to complete education requirements, it must be prior approved, in writing, by the Department Head.

DuPage Care Center employees who are required to possess credentials or licensing must maintain their license. This includes meeting all licensure qualification and standards for professional practice in the state of Illinois. Employees are responsible for maintaining such credentials/licensing and must submit updated copies of licenses to Human Resources as warranted.

DuPage Care Center employees are expected to complete discipline specific, monthly and annual training required by the facility and by the county in a timely manner. Examples include, but are not limited to, monthly training topics, completion

of the required twelve (12) hours of education for C.N.A.'s, emergency response guide and ethics training.

Employees who do not complete required training or maintain an active license will be subject to discipline up to and including termination of employment.

Section 18.5 Orientation.

New employees must attend a facility orientation session prior to performing their job duties. This orientation reviews all the pertinent policies and procedures related to the Care Center. Employees are required to attend department/discipline-based orientation provided by the department for which the employee was hired. In addition, all employees must attend/complete the County's general orientation. This orientation will be scheduled with the employee upon hiring. All time in orientation is paid time.

Section 18.6 Emergency Plan.

The facility Emergency Plan will be implemented in cases of disasters within the facility. Disaster preparedness will be part of the employee orientation and will be reviewed annually. All employees are expected to be knowledgeable of this plan and to participate in routine drills. In the event of an emergency, employees on duty may be required to remain on duty until relieved by on-coming staff. Employees shall be paid at the rate of one and one half (1 1/2) times their regular rate for all hours worked.

Section 18.7 Clock In/Out

All employees must accurately records hours worked. Nonexempt employees must punch "in" at the beginning and "out" at the end of their shift. Exempt employees must clock in at least once during their scheduled hours. The supervisor or designee will approve total hours to be paid including overtime. Clocking in/out is done using the individual's employee number. Anyone using the employee number of another to clock that person in or out, will be subject to discipline. Employees must punch in no earlier than seven (7) minutes before and punch out no later than seven (7) minutes after their scheduled time unless overtime has been approved by the supervisor.

Section 18.8 Telephone and Cell Phone Use.

Employees are not to utilized cell phones or receive telephone calls or text messages during work hours in the presence of residents, except for a legitimate work purposes or an emergency. Facility telephones are not to be used for personal calls without authorization. Employees must limit personal calls to break and meal periods.

Section 18.9 Accessibility by Telephone.

Employees must have a telephone, or an agreement with a person who has a telephone, so that they can be readily reached by the facility. This number will be kept in the personnel file but will not be disclosed except for employment-related matters. Employees are responsible for updating their phone numbers when changes occur.

Section 18.10 Union office.

The Employer will provide the Union office space for a filing cabinet in the DuPage Care Center location.

Section 18.11 Certifications.

The Care Center may provide employees the opportunity to attend Care Center Administration approved classes to further their education and improve job performance. Employees may be required to alter their regular work schedule to attend Administration approved classes. Classes required to be completed during off work hours will be compensated at straight time wages. Such classes could include IV Certification, Wound Care Certification, Serve-Safe Certification, or any other certification if required by the employer. The Care Center will pay the cost of the class, one exam related to the initial certification, and the initial certification fee. The Care Center shall continue its current practice of reimbursing MDS nurses for initial and subsequent AANAC Certification and reimbursing for dues to maintain membership in the Association of Nutrition & Food Service Professionals, and reimburse renewal dues for Certifying Board of Dietary Managers and Commission on Dietetic Registration.

ARTICLE XIX

LABOR/MANAGEMENT COMMITTEE MEETINGS

Section 19.1 Labor/Management Meetings

For the purpose of maintaining communications and building relationships between labor and management in order to cooperatively discuss and solve problems of mutual concern there shall be labor-management meetings. Such meetings shall be scheduled at a time, place and date mutually agreed upon, once per month, unless agreed otherwise, and as resident/patient care needs allow, including regulatory surveys. The County shall not unreasonably withhold permission for employees to attend these meetings when considering resident/patient care needs. Such meetings may be called by either party and may include representatives from specific work locations or all work locations. The party calling the meeting shall prepare and submit an agenda one week prior to the scheduled meeting. The agenda shall also include the participating members.

Notes shall be taken by a bargaining unit member, which the parties shall review and approve before the end of the meeting and before dissemination. These meetings may be attended by up to ten bargaining unit employees and AFSCME staff representatives. The Union shall make a good faith effort to include as many departments as possible that is reflective of the agenda items. Employees shall attend without loss of pay if the meetings are conducted during their normal work hours, but the meetings shall not exceed one (1) hour, unless mutually agreed. The County encourages staff to participate in existing Performance Improvement Committees, such as safety and falls.

In addition to other matters, members attending these meetings shall collaborate to enhance quality of care the Center renders to those it serves. If agreements are reached, labor and management shall prepare a joint communication and actively communicate to bargaining unit employees.

Section 19.2 Committees

When the Employer establishes a committee which is open to bargaining unit members, the Union may designate a member to the committee.

Nothing herein shall waive the Union's right to bargain pursuant to the provisions of the Illinois State Labor Relations Act.

ARTICLE XX PERSONNEL FILES

Section 20.1 Employee Review

Employees shall be entitled to full access to their personnel file as prescribed in 48 Ill. Rev. Stat. 2001. Such files shall contain job-related information only. Employees and/or their Union representative, if authorized by the employee, shall have the right, upon request, to review and copy, under supervision, the contents of their personnel file.

Section 20.2 Employee Notification

A copy of any disciplinary action or material related to employee performance that is placed in the employee's personnel file shall first be served upon the employee.

Section 20.3 Privacy

The Employer shall not disclose the bargaining unit employee's home address (including zip code and county), employee's date of birth, employee's home and personal phone number, employee's personal email, any information personally

identifying employee membership or membership status in the Union or a labor federation(including whether employees are members of such organization, the identity of the organization, whether or not employees pay or authorize the payment of any dues or moneys to such organization, and the amounts of such dues or moneys) and emails or other communications between the Union and its members.

As soon as practicable after receiving a request for any information prohibited from disclosure, excluding a request from the Union, the Employer must provide a written copy of the request, or a written summary of any oral request, to the Union. The Employer must also provide a copy of any response it has made within five (5) business days of sending the response to any request.

Section 20.4 Performance Evaluations

The County anticipates that it will conduct a performance appraisal of each bargaining unit employee six months after initial hire and then every two calendar years thereafter unless the County in its discretion desires to conduct an evaluation sooner. An employee's evaluation shall be reviewed and discussed with the employee. An employee's signature on the evaluation does not constitute agreement with the evaluation. An employee has the right to write a response to the evaluation.

Between performance reviews, the Union and the Employer encourage regular, informal, non-disciplinary discussions and conferences between employees and their supervisors.

ARTICLE XXI NO STRIKE/NO LOCKOUT

Section 21.1 No Strike

This Agreement contains a grievance resolution procedure which provides for final and binding arbitration of disputes concerning the administration and interpretation of this Agreement. During the term of this Agreement, neither bargaining unit employees nor the Union, or its officers or its agents shall, directly or indirectly, engage in, call, sanction, encourage, finance, or condone and/or assist in any way, any strikes, including sympathy strikes, massive sick call, concerted withdrawal of services, slow down, walk out, or work stoppage.

Also, no lockout of employees shall be instituted by the Employer during the term of this Agreement.

Employer has the authority to discipline, up to and including discharge, any employee who engages in conduct which violates this Article.

ARTICLE XXII WORKING CONDITIONS, SAFETY AND HEALTH

Section 22.1 Compliance with Laws

The Employer shall provide a safe work environment for all employees and shall comply with all applicable rules, regulations, and standards established by the Illinois Department of Labor. The Employer, the Union and all bargaining unit employees shall communicate as necessary to achieve this purpose.

Section 22.2 Advanced Step Filing/Unsafe Conditions

Where the Union believes that a health and safety issue requires immediate attention, a grievance may be filed directly to Step 3 of the grievance procedure.

Section 22.3 Personal Protective Equipment

All personal protective equipment required by the Employer shall be furnished and maintained by the Employer without cost to the employees.

Section 22.4 Safety and Health Committee

The Employer agrees to maintain a Safety and Health Committee. The Employer agrees to allow the Union to designate four (4) members to the committee. Meetings will be held monthly. Management may convene additional meetings if it determines an emergency condition exists. Employees are encouraged to report any unsafe working conditions to their immediate Supervisor.

If the Safety Committee meetings are convened during scheduled work hours of Union representatives, all time spent attending the meeting shall be without loss of pay.

Section 22.5 Anti-Bullying

It is the policy of DuPage County to ensure a safe and respectful work environment. All Employees (Management and Bargaining unit employees) are expected to conduct themselves in an appropriate and professional manner and treat others with courtesy and respect at all times. The Employer and the Union agree that alleged violations of this Section/ Article will not proceed in the grievance procedure beyond the department head, unless the department head is the subject of the complaint, then to the administrator or designee.

Section 22.6 Light Duty

The Employer will make a reasonable effort to provide a light duty assignment to eligible bargaining unit employees, as determined by the Employer and any such Light Duty assignment may consist of either bargaining unit or non-bargaining unit work.

ARTICLE XXIII SAVINGS CLAUSE

Section 23.1 Savings Clause

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

The parties shall immediately meet to negotiate over the provisions that are so declared.

ARTICLE XXIV AUTHORITY OF CONTRACT

Section 24.1 Authority of Contract

All policies of the Employer, Employee Handbooks, Rules of Conduct and Work Rules in effect as of the effective date of this Agreement are hereby incorporated by reference. The Employer and Union agree that where the Employee Handbook contradicts this Collective Bargaining Agreement, the terms of this Collective Bargaining Agreement shall govern.

The Employer agrees that during the period of this Agreement, it shall not change the Employee Handbook as it relates to the bargaining unit without prior notice to the Union.

ARTICLE XXV WAGES

Section 25.1 New Hire-Straight time wages-Regular, non-registry employees.

The parties agree that only employees on the County Payroll as of the date both parties ratify this Agreement (the "Ratification Date") will receive the compensation stated

in this Article, unless otherwise specified. Effective the first full County payroll period after the Ratification Date, the minimum hourly straight-time wage for bargaining unit positions (non-registry) shall be as follows:

Job classification	Rate
Account Clerk	\$15.00
Administrative Specialist	\$19.00
Admissions Coordinator	\$22.00
Admissions Nurse Liaison	\$41.00
Central Supply Aide	\$15.00
Certified Nursing & Rehabilitation Aide	\$18.36
Certified Nursing Associate	\$17.34
Cook	\$18.50
Diet Technician	\$22.00
Dining Services Worker	\$15.00
Division Assistant I	\$19.00
Housekeeper I	\$15.00
Housekeeper II	\$16.00
Laundry Attendant I	\$15.00
Laundry Attendant II	\$16.00
Lead Pharmacy Technician	\$22.00
Licensed Practical Nurse (LPN)	\$29.00
MDS Coordinator	\$41.00
Medical Records Clerk	\$16.00
Medical Records Supervisor	\$25.50
Nutrition Assistant	\$15.00
Office Assistant	\$16.00
Pharmacy Technician	\$18.50
Principal Account Clerk	\$25.50
All-House Life Enrichment Coordinator	\$19.00
Life Enrichment Aide	\$17.00
Life Enrichment Coordinator	\$23.00
Recreation Supervisor	\$22.00
Registered Nurse ((RN)	\$36.00
Senior Account Clerk	\$22.00
Senior Staff Assistant	\$16.00
Sr. Certified Nursing and Rehab. Aide	\$18.66
Unit Secretary	\$18.50
Wheelchair Specialist	\$17.91

Wheelchair Technician	\$18.50
Wound care/Ostomy Coordinator (RN)	\$41.00

The parties agree that the above minimum rates shall increase by 2% each December 1 during the term of this Agreement. This 2% increase in the above minimum rates does not apply to the scales in Sections 25.2, 25.3 or 25.4.

The parties further agree that the County may pay new employees above the minimum based on the following scales. The County shall increase the rates in these scales by 2% each December 1 during the term of this Agreement.

Years of License	Scale LPN	Scale RN
0	29.00	36.00
1 to 2	30.00	37.00
3 to 4	31.00	38.00
5 to 6	32.00	39.00
7 to 8	33.00	40.00
9 to 10	34.00	41.00
11+	35.00	42.00

Years of Exp in Role	Scale Specialty RN (Admissions Nurse Liaisons, MDS Coordinators, and Wound Care/Ostomy Coordinators)
0	\$41.00
1 to 2	\$42.00
3 to 4	\$43.00
5 to 6	\$44.00
7 to 8	\$45.00
9 to 10	\$46.00
11+	\$47.00

New Hires								
	Scale 1	Scale 2	Scale 3	Scale 4	Scale 5	Scale 6	Scale 7	Scale 8
Years of Experience in the Role	Housekeeper I, Dining Service Worker, Laundry I, Central Supply Aide, Nutrition Asst, Account Clerk	Laundry II, Housekeeper II, Senior Staff Asst, Office Asst., Med Records Clerk	Cook, Pharmacy Tech, Unit Secretary, Wheel chair Technician	Admin Specialist, Division Assist, All House Life Enrichment Coordinator	Diet Tech, Admission Coord, Rec Therapy Supervisor, Senior Acct Clerk, Lead Pharm Tech	Medical Records Supervisor, Principal Account Clerk	Life Enrichment Coordinator	Life Enrichment Aide
0	15.00	16.00	18.50	19.00	22.00	25.50	23.00	17.00
1 to 3	15.50	16.50	19.00	19.50	22.50	26.00	23.50	17.50
4 to 7	16.00	17.00	19.50	20.00	23.00	26.50	24.00	18.00
8 to 12	16.50	17.50	20.00	20.50	23.50	27.00	24.50	18.50
13+	17.00	18.00	20.50	21.00	24.00	27.50	25.00	19.00

Section 25.2 Current Employees-Licensed Staff Compensation

Effective the first full County payroll after November 15, 2023, the straight-time hourly wage for then employed Registered Nurses, Licensed Practical Nurses and Specialty RN Roles (Admissions Nurse Liaisons, MDS Coordinators, and Wound Care/Ostomy Coordinators) shall be based on years of License or in the case of specialty RN Roles, years of Specialty RN Experience, according to the following scale:

Years of License	Scale LPN	Scale RN
0	29.00	36.00
1 to 2	30.00	37.00
3 to 4	31.00	38.00

Years of Exp in Role	Scale Specialty RN
0	\$41.00
1 to 2	\$42.00
3 to 4	\$43.00

5 to 6	32.00	39.00
7 to 8	33.00	40.00
9 to 10	34.00	41.00
11+	35.00	42.00

5 to 6	\$44.00
7 to 8	\$45.00
9 to 10	\$46.00
11+	\$47.00

This will be a one-time adjustment and neither the scales nor the placement of employees on these scales shall change after the one-time adjustment. For example, effective the first full County payroll after November 15, 2023, the straight-time hourly wage for a then employed Registered Nurse with 5 years of license will be moved to \$39 per hour. There will be no further adjustment under these scales thereafter, even when the RN increases the years of license to 6 and more.

A bargaining unit employee employed in these positions who as of the Ratification Date has an hourly wage above the highest rate in the scale applicable to that employee shall receive a seven hundred-fifty dollar (\$750) one-time economic adjustment. That economic adjustment shall not increase the employee's hourly wage and shall be payable on the first full payroll period following the Ratification Date.

Section 25.3 C.N.A. Compensation.

This provision supersedes the Memorandum of Understanding regarding this subject executed by the parties on October 11, 2022

The starting wages for new hires in the Certified Nursing Assistant, Certified Nursing & Rehabilitation Aide, Senior Certified Nursing and Rehabilitation Aide, and Wheelchair Specialists classifications are listed in Section 25.1. New hires in these classifications with one or more years of experience as a C.N.A. shall be that wage plus a Hourly Tenure Payment based on their years of experience as a C.N.A. as follows:

Experience as a Certified Nursing Aide Hourly Tenure Payment

1 Year	\$1.50
2 Years	\$2.50
3 Years	\$3.50
4 Years	\$4.50
5 Years	\$5.50
6 or More Years	\$6.50

The County for reasons of industry experience may pay applicants with six or more years of experience greater than the minimums in Section 25.1.

On the first full County payroll after December 1, 2023, the County shall increase by 3% the straight time hourly wage rate (Base Wage) of employees then on the payroll and employed by the County in either the Certified Nursing Associate, Certified Nursing & Rehabilitation Aide, Senior Certified Nursing and Rehabilitation Aide, or Wheelchair Specialists classifications. The County shall then add to the Base Wage the Hourly Tenure Payment based on the employee's years of experience as a C.N.A. as follows:

Less than one year	\$0
1 Year	\$1.50
2 Years	\$2.50
3 Years	\$3.50
4 Years	\$4.50
5 Years	\$5.50
6 or More Years	\$6.50

On the first full County payroll after December 1, 2024, the County shall increase the Base Wage by 2% the straight time hourly wage rate (FY 2025 Base Wage) of employees then on the payroll and employed by the County in either the Certified Nursing Associate, Certified Nursing & Rehabilitation Aide, Senior Certified Nursing and Rehabilitation Aide, or Wheelchair Specialists classifications. The County shall then add to the FY 2025 Base Wage the Hourly Tenure Payment based on the employee's years of experience as a C.N.A. as follows:

Less than one year	\$0
1 Year	\$1.50
2 Years	\$2.50
3 Years	\$3.50
4 Years	\$4.50

5 Years	\$5.50
6 or More Years	\$6.50

On the first full County payroll after December 1, 2025, the County shall increase by 2% the straight time hourly wage rate (FY 2026 Base Wage) of employees then on the payroll and employed by the County in either the Certified Nursing Associate, Certified Nursing & Rehabilitation Aide, Senior Certified Nursing and Rehabilitation Aide, or Wheelchair Specialists classifications. The County shall then add to the FY 2026 Base Wage the Hourly Tenure Payment based on the employee's years of experience as a C.N.A. as follows:

Less than one year	\$0
1 Year	\$1.50
2 Years	\$2.50
3 Years	\$3.50
4 Years	\$4.50
5 Years	\$5.50
6 or More Years	\$6.50

The terms for a cost of living prospective wage increases listed in Section 25.5 of this Agreement shall apply to employees employed by the County in either the Certified Nursing Associate, Certified Nursing & Rehabilitation Aide Senior Certified Nursing and Rehabilitation Aide, or Wheelchair Specialists classifications. Thus, if the County by Resolution for cost of living increases hourly wages for non bargaining unit employees in FY 25 or 26 above 2%, these classifications shall receive the higher of that cost of living increase, or 2%. For example, if the County issues non bargaining unit employees a 3% cost of living increase for FY 25, these classifications shall receive a 3% straight time wage increase, rather than a 2% increase. That shall be the FY 2025 Base Wage upon which the County will add the appropriate Hourly Tenure Payment.

County employees who are not classified as either Certified Nursing Associate, Certified Nursing & Rehabilitation Aide Senior Certified Nursing and Rehabilitation Aide, or Wheelchair Specialists and who perform work in those classifications shall

receive the Hourly Tenure Payment in addition to their hourly wage while they are performing work in those classifications.

The parties agree that if an employee receives the Hourly Tenure Payment during an hour worked which qualifies for overtime compensation as provided in the CBA, then the County shall calculate the overtime compensation based on the employee's hourly wage plus the Hourly Tenure Payment.

The parties agree to open negotiations of the terms herein if there are changes in legislation or regulations which affect Medicaid reimbursement of C.N.A. compensation for nursing facilities. Either party may, with 60 days' notice prior to December 1, 2025, reopen negotiations regarding wage rates and tenure payments for December 1, 2025 and beyond for the titles specifically referenced in Section 25.3. During any reopener negotiations, the remainder of the CBA, including its prohibition on strikes and lockouts, shall continue in full force and effect.

Section 25.4 Current Employees-Non-Licensed Staff Compensation.

Effective the first full County payroll after November 15, 2023, the straight-time hourly wage for employees not listed in Sections 25.2 or 25.3 shall be based on years of service in the County, according to the following scale:

Current Employees								
	Scale 1	Scale 2	Scale 3	Scale 4	Scale 5	Scale 6	Scale 7	Scale 8
Year s of Serv ice in Cou nty	Housek eeper I, Dining Service Worker, Laundry I, Central Supply Aide, Nutritio n Asst, Account Clerk	Laundry II, Housek eeper II, Senior Staff Asst, Office Asst., Med Records Clerk	Cook, Pharm acy Tech, Unit Secreta ry, Wheelc hair Techni cian	Admin Speciali st, Divisio n Assist, All House Life Enrich ment Coordi nator	Diet Tech, Admiss ion Coord, Rec Therap y Superv isor, Senior Acct Clerk, Lead Pharm Tech	Medica l Record s Superv isor, Princip al Accoun t Clerk	Life Enrich ment Coordi nator	Life Enrich ment Aide
0	15.00	16.00	18.50	19.00	22.00	25.50	23.00	17.00

1 to 3	15.50	16.50	19.00	19.50	22.50	26.00	23.50	17.50
4 to 7	16.00	17.00	19.50	20.00	23.00	26.50	24.00	18.00
8 to 12	16.50	17.50	20.00	20.50	23.50	27.00	24.50	18.50
13+	17.00	18.00	20.50	21.00	24.00	27.50	25.00	19.00

This will be a one-time adjustment and neither the scales nor the placement of employees on these scales shall change after the one-time adjustment. For example, effective the first full County payroll after November 15, 2023, the straight-time hourly wage for a then employed Cook with 4 years of service in the County will be moved to \$19.50 per hour. There will be no further adjustment under these scales thereafter, even when the Cook increases the years of service in the County to 5 and more.

A bargaining unit employee employed in these positions who as of the Ratification Date has an hourly wage above the highest rate in the scale applicable to that employee shall receive a seven hundred-fifty dollar (\$750) one-time economic adjustment. That economic adjustments shall not increase an employee's hourly wage and shall be payable on the first full payroll period following the Ratification Date.

Section 25.5 Prospective Wage Increases.

Effective the first full County payroll after December 1, 2023, each bargaining unit employee then on the County payroll (other than Registry employees) shall receive a 3% hourly straight time wage increase.

The County will apply this wage increase after it applies the one-time wage adjustments listed in Sections 25.2 and 25.4. For example, effective the first full County payroll after November 15, 2023, the straight-time hourly wage for a then employed Cook with 4 years of service in the County will be moved to \$19.50 per hour. Then effective the first full County payroll after December 1, 2023, that Cook will also receive a 3% hourly straight time wage increase. The wage effective the first full County payroll after December 1, 2023 will be approximately \$20.09 (\$19.50 X 3%).

Effective the first full County payroll after December 1, 2024, each bargaining unit employee then on the County payroll (other than Registry employees) shall receive a 2% hourly straight time wage increase.

Effective the first full County payroll after December 1, 2025, each bargaining unit employee then on the County payroll (other than Registry employees) shall receive a 2% hourly straight time wage increase.

If the County by Resolution for cost of living increases hourly wages for non bargaining unit employees in FY 25 or 26 above 2%, this unit also shall receive the higher of that cost of living increase, or 2%. For example, if the County issues non bargaining unit employees a 3% cost of living increase for FY 25, bargaining unit employees shall receive a 3% straight time wage increase, rather than a 2% increase. There shall be no further increase to the straight time wage. Bargaining unit employees will receive only any cost of living increase approved by the Board for non bargaining unit employees if greater than 2%. Bargaining unit employees shall not receive any other approved compensation increase, such as merit or economic adjustments.

Section 25.6 Shoe Allowance

An annual shoe allowance in the amount of two hundred dollars (\$200) shall be given to employees required to wear steel-toe boots/shoes. An annual shoe allowance in the amount of fifty dollars (\$50) shall be given to employees required to purchase non-slip shoes.

Section 25.7 Shift Differential Pay.

The below employees performing work between 3pm and 11pm shall receive a shift differential for those hours worked only as follows:

CNA \$1 per hour

RN/LPN \$1.40 per hour.

Employees performing work between 11pm and 7AM shall receive a shift differential for those hours worked only as follows:

CNA \$1 per hour

RN/LPN \$2.25 per hour.

These shift differentials apply only to actual hours worked.

Section 25.8 Other incentive pay.

The County shall maintain its current practices related to weekend, holiday and other incentive pay.

Section 25.9 Registry Employee Wages.

Registry employees hired after the Ratification Date shall receive the following flat hourly rate for each hour worked based on classification:

C N A \$20

LPN \$36

RN \$42.

Registry employees on the County payroll as of the Ratification Date shall maintain the higher of their then current rate, or the rate for newly hired employees.

25.10 Promotion pay.

Employees promoted within the bargaining unit shall receive the minimum salary for the new job classification in effect at the time of the promotion as determined in this Section 25.1, or a 5% promotional increase to the employee's then straight-time hourly wage rate, whichever is greater. If the promoted employee has prior experience or certification in the new role (Example: Specialty RN), then the Scales in Section 25.2 or 25.4 will be used to determine the promotional rate of pay based on the years of experience or certification. The promoted employee will receive the greater of the applicable wage in Section 25.2 or 25.4 based on prior experience or certification, or 5% to the employee's straight time hourly rate in effect just before the promotion.

ARTICLE XXVI

Section 26.1 Entire Agreement.

This Agreement constitutes the complete and entire Agreement between the parties and concludes collective bargaining between them for its term, unless otherwise provided for in this contract. This Agreement supersedes and cancels all prior practices and Agreements, whether written or oral, which conflict with the express terms of this Agreement.

During the negotiations resulting in this Agreement, the County and the Union each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter as to which the Illinois Public Employees Labor Relations Act imposes an obligation to bargain, and that the understandings and agreements reached by the parties after the exercise of that right and opportunity are stated in this Agreement. Therefore, the County and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees the other shall not be obligated, to bargain collectively with respect to any subject referred to or covered in this Agreement. Changes in this Agreement, whether by addition, waiver, deletion, amendment, or modification, must be reduced to writing and executed by both the County and the Union.

ARTICLE XXVII

TERM OF AGREEMENT

Unless otherwise specified herein, this Agreement shall be effective as of the first day of the first pay period after both parties have signed it and shall terminate at 11:59 p.m. on November 30, 2026. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least one hundred and twenty (120) days prior to the expiration date that it desires to modify this Agreement. If such notice is given, negotiations shall begin no later than sixty (60) days prior to the expiration date.

Notwithstanding any other provision of this Article or agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives at least ten (10) days written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the expiration date set forth in the preceding paragraph.

[Remainder intentionally blank. Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of January 2024, at Wheaton, Illinois.

Deborah A. Conroy
Chairman
DuPage County Board

AMERICAN FEDERATION OF STATE,
COUNTY & MUNICIPAL EMPLOYEES,
COUNCIL 31, AFL-CIO

By David Dorn
Staff Representative
Bargaining Team:

_____	_____
_____	_____
_____	_____
_____	_____

Appendix A

Location for AFSCME Bulletin Boards

1 East – Room 1401
1 North – Room 1003
2 East – Room 2401
2 South – Room 2315
2 North – Room 2003
3 Center – Room 3211
3 North – Room 3003
4 North – Room 4003
Ground North-1st Door on left following entrance
Pharmacy – G347
Dietary Women’s Locker Room – Room 1225
Dietary Men’s Locker Room – Room 1226
Employee Cafeteria
PR Locker Room
Door #4
Door #15

Appendix B

IN-HOUSE REGISTRY AGREEMENT – RN/LPN

This document is written confirmation of your acceptance to comply with policies and procedures related to your temporary registry status. As defined by DuPage County Policies and Procedures, a Registry employee may work rotating days and/or shifts throughout the month.

In order to maintain your registry status with the DuPage Care Center's Nursing Department you will be required to work a minimum of eight (8) shifts per calendar month, four (4) of which must be weekend days. All shifts worked must be eight (8) hours. Total number of hours worked per year must not exceed 1,000 hours. Registry employees are not eligible for IMRF benefits. Please consult with Nursing Dept. scheduler to determine availability.

As part of your schedule, you will be required to work a minimum of:

- One (1) major summer holiday: Memorial Day, Independence Day (July 4), or Labor Day.
- One (1) major winter holiday: Thanksgiving Day, Christmas Day, or New Year's Day
- As well as two (2) additional County holidays: Martin Luther King Day, President's Day, Columbus Day, Veteran's Day, or Day after Thanksgiving

You will be paid according to the Collective Bargaining Agreement between the County and the American Federation of State, County and Municipal Employees, Council 31.

Overtime will be calculated and paid at time and a half after working beyond (8) eight hours in one day; or (80) hours bi-weekly. This is in accordance with Federal Wage and Hour Laws.

As a member of the Registry, you are not eligible for scheduled doubles, holiday pay or any bonuses paid.

If you do not comply with the policies and procedures associated with the temporary registry position your employment may be terminated at such time that the Care Center sees fit.

This agreement is not meant to be considered an implied or explicit contract of employment for any specified period of time.

Note: Pursuant to Illinois Municipal Retirement Fund (IMRF) plan rules, registry staff who work 1,000 hours or more must participate in the IMRF Pension Plan.

Effective date of Temp status: _____

Employee Name Printed: _____

Employee Signature _____

Today's date _____

IN-HOUSE REGISTRY AGREEMENT – CNA

This document is written confirmation of your acceptance to comply with policies and procedures related to your temporary registry status. As defined by DuPage County Policies and Procedures, a Registry employee may work rotating days and/or shifts throughout the month.

In order to maintain your registry status with the DuPage Care Center's Nursing Department you will be required to work a minimum of eight (8) shifts per calendar month, six (6) of which must be weekend days. All shifts worked must be eight (8) hours. Total number of hours worked per year must not exceed 1,000 hours. Registry employees are not eligible for IMRF benefits. Please consult with Nursing Dept. scheduler to determine availability.

As part of your schedule, you will be required to work a minimum of:

- One (1) major summer holiday: Memorial Day, Independence Day (July 4), or Labor Day.
- One (1) major winter holiday: Thanksgiving Day, Christmas Day, or New Year's Day
- As well as two (2) additional County holidays: Martin Luther King Day, President's Day, Columbus Day, Veteran's Day, or Day after Thanksgiving

You will be paid according to the Collective Bargaining Agreement between the County and the American Federation of State, County and Municipal Employees, Council 31.

Overtime will be calculated and paid at time and a half after working beyond (8) eight hours in one day; or (80) hours bi-weekly. This is in accordance with Federal Wage and Hour Laws.

As a member of the Registry, you are not eligible for scheduled doubles, holiday pay or any bonuses paid.

If you do not comply with the policies and procedures associated with the temporary registry position your employment may be terminated at such time that the Care Center sees fit.

This agreement is not meant to be considered an implied or explicit contract of employment for any specified period of time.

Note: Pursuant to Illinois Municipal Retirement Fund (IMRF) plan rules, registry staff who work 1,000 hours or more must participate in the IMRF Pension Plan.

Effective date of Temp status: _____

Employee Name Printed: _____

Employee Signature _____

Today's date _____

Appendix C

Department call-in numbers for attendance purposes.

Department	Primary Call	Secondary
Administration	Administrator 630-784-4202	Assistant Administrator 630-784-4200 630-784-4261
Admissions	Assistant Administrator 630-784-4200	Assistant Administrator 630-784-4261
Dining Services	Dining Services Main Line 630-784-4419	Dining Services Manger 630-784-4416
Environmental Services	Environmental Services Main Line 630-784-7270	Environmental Services Manger 630-784-4273
Financial Services	Finance Supervisor 630-784-4219	Finance Manager 630-784-4210
Linen Supply	Linen Supply Main Line 630-784-4268	Environmental Services Manger 630-784-4273
Nursing (Administration, Central Supply, Medical Records, etc.)	Nursing Call in line 630-784-4255	
Pharmacy	Pharmacy Main Line 630-784-4277	Pharmacy Manager 630-784-4275
Recreation Therapy	Recreation Manager 630-784-4302	Recreation Supervisor 630-784-4303
Rehabilitative Services	Rehab Therapy Main Line 630-784-4404	Rehabilitation Manger 630-784-4402
Resident & Volunteer Services	Assistant Administrator 630-784-4261	Administrative Assistant 630-784-4201

Appendix D

VOLUNTARY OVERTIME REQUEST

To:

From:

Date:

Re: Request to be ADDED to the Voluntary Overtime Rotation

I, _____ (print name), hereby request to be ADDED to the Voluntary Overtime list. I understand that by submitting this request, I will be notified of Voluntary Overtime Shift availability through open shift postings, scheduler contact, and/or text/email blasts when the opportunity for a Voluntary Overtime Shift(s) arises.

In order to participate in Voluntary Overtime, I understand I must provide a phone/text/email address to receive Voluntary Overtime Shift availability. I also understand that it is my responsibility to ensure my phone/text/email contact information is up to date and accessible.

I acknowledge that failure to answer/respond to the contact attempt for Voluntary Overtime Shift will be documented as a refusal to accept the Voluntary Overtime shift. Once an employee has confirmed and agreed to the Voluntary Overtime work, the employee may not refuse to work the scheduled overtime, unless the employee has obtained a qualified replacement.

Phone #: _____

Text #: _____

Email: _____

If I choose to no longer participate in Voluntary Overtime Scheduling, I understand that I must complete the OVERTIME REMOVAL document.

Employee Name (Print): _____

Employee Name (Signature): _____

Date Submitted: _____

Received by: _____ Date Received:

Appendix E

VOLUNTARY OVERTIME REMOVAL

To:

From:

Date:

Re: Request to be REMOVED from the Voluntary Overtime Rotation

I, _____ (print name), hereby request to be REMOVED from the Voluntary Overtime list. I understand that by submitting this request, I will be NO LONGER be notified of Voluntary Overtime Shift availability. I understand that if I choose to be added back to the Voluntary Overtime list, I must complete the Voluntary Overtime Request form.

Employee Name (Print): _____

Employee Name (Signature): _____

Date Submitted: _____

Received by: _____ Date Received: _____

Appendix F

TUITION REIMBURSEMENT

POLICY

It is the policy of DuPage County to provide educational assistance for eligible employees who want to further their education in courses that are work-related. DuPage County is committed to the career growth and development of its employees by enhancing their knowledge and skills through further education.

ELIGIBILITY

- All full-time employees who have completed one (1) year of continuous employment with DuPage County.

GUIDELINES

- A. Funds for tuition reimbursement may be allocated at the discretion of the County Board at the beginning of the fiscal year. Funds are available on a first come first served basis.
- B. Approval for the course must be obtained in advance from the Department Head. Upon approval, tuition will be reimbursed if the course is directly related to the employee's present position, job family or part of a job-related degree or program. The Department Head and the Human Resources Director, or designee, will determine whether a course is directly related to an employee's current job duties or a foreseeable future position.
- C. The course must be taken for college credit at an accredited educational institution. The amount reimbursable is a maximum of \$1,500 per calendar year as determined by the last day of scheduled classes.
- D. Reimbursement for any non-credited courses must receive prior approval from the Department Head and the Director of Human Resources.
- E. Funding for approved courses will be consolidated in the Human Resources Department Budget for overall County-wide distribution.
- F. Tuition will be reimbursed at 100%, up to the \$1,500 annual maximum, upon completion of the course, providing a grade of C or better is obtained.

PROCEDURES

1. Pre-approval for course eligibility must be obtained from the Department Head and the Human Resources Director or designee. Pre-Approval Forms for tuition reimbursement are available on the internet or in the Human Resources Department.
2. The request for pre-approval must be filled out by the employee, signed by the Department Head or Elected Official and submitted to the Human Resources Department prior to the start of the course.
3. Receipts for reimbursement must be turned into the Human Resources Department no more than (90) days after completion of the course.
4. Reimbursement will be paid to the employee upon submission of the required documentation on the next available pay date, in accordance with payroll deadlines.

EXCEPTIONS

The following are not covered under the tuition reimbursement policy:

- Books
- Lab fees
- Seminars
- Travel/Parking expenses
- Certifications and/or licenses required to meet the minimum requirements of a position.

The [Tuition Reimbursement form](#) is available on the internet under the Human Resources tab.

Appendix G

ANTI-HARASSMENT POLICY

DuPage County is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits discriminatory practices.

It is the policy of DuPage County to comply with local, state and federal anti-discrimination laws, and to provide a workplace free of discrimination and harassment based on race, color, religion, age, sex, national origin, familial status, disability, sexual orientation, gender identity, status as a veteran, order of protection status, or any other protected class. In keeping with this commitment, we will not tolerate harassment of employees by anyone, including any manager, coworker, vendor, resident, contractual staff or citizen.

ELIGIBILITY

All employees under County Board Jurisdiction regardless of employment status.

GUIDELINES

1. Sexual Harassment constitutes discrimination and is illegal under federal, state and local laws. For the purposes of this policy, sexual harassment includes, but is not limited to:
2. Unwelcome sexual advances, requests for sexual acts or favors, or other verbal or physical conduct of a sexual nature
3. Any statement or implication that an individual's submission to or rejection of such sexual conduct could be used as a condition of employment, or as the basis for any employment decision affecting such individual; and
4. Any conduct, whether physical or verbal, which has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment. This includes, but is not limited to: slurs, jokes or degrading comments of a sexual nature; offensive sexual flirtation, sexual advances or propositions; abuse of a sexual nature; graphic verbal comments about an individual's body; sexual innuendo or suggestive comments; sexually oriented "kidding" or "teasing"; unwanted physical touching, such as patting or pinching another's body; sending,

forwarding or soliciting sexually suggestive letters, notes, emails, or images; and the display in the workplace of sexually suggestive printed or visual materials, clothing, objects or pictures.

B. Sexual Harassment may include a range of subtle to obvious behaviors and may involve individuals of the same or different gender.

C. Harassment based on other protected classes is also strictly prohibited. Under this policy, harassment is defined as verbal or physical conduct that demeans or shows hostility or aversion toward an individual because of their race, color, religion, sex, sexual orientation, gender identity, order of protection status, national origin, age, disability, marital status, citizenship or any other characteristic protected by law, and that:

1. Has the effect of creating an intimidating, hostile or offensive work environment
2. Has the effect of unreasonably interfering with an individual's work performance
3. Otherwise adversely affects an individual's employment opportunities

D. Harassment includes, but is not limited to: epithets, slang, nicknames, slurs, negative stereotyping, threatening, intimidating or hostile acts, denigrating jokes, and written or graphic material or material that is transmitted electronically that demeans or shows hostility or aversion toward an individual or group.

PROCEDURES

A. Every employee must end and/or avoid any conduct that reasonably could be interpreted as discrimination or harassment under this policy, even if such conduct was not intended as offensive. Conversely, employees are expected and encouraged to inform others in the workplace whenever conduct is unwelcome, offensive or in poor taste.

B. DuPage County expects the immediate reporting of all perceived incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position, or the perceived severity of the incident. Individuals who believe that they have been subjected to harassment (or who have reason to believe that someone else has been subjected to harassment) should discuss their concerns with any County Supervisor, Department Head or Human Resources Representative immediately. The employee may prepare a statement in writing, and/ or be prepared to discuss the following:

1. The name, department, and position of the person or persons allegedly causing the harassment.

2. A description of the incident(s) including the date(s), location(s), the presence of witnesses, and the names of other employees who might have been subject to the

3. The alleged effect of the incident(s) on the complainant's position.

4. The steps the complainant has taken to try to stop the harassment.

5. Any other information the complainant believes to be relevant to the harassment complaint.

C. Any reported allegations of harassment, discrimination or retaliation will be investigated promptly by the Human Resources Department. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge.

1. Confidentiality will be maintained throughout the investigative process to the greatest extent possible.

2. Anonymous complaints will be accepted; however, the County may be limited in its options in investigating or resolving anonymous complaints due to a limited ability to collect additional information.

3. Appropriate action, which may include disciplinary action, not to exclude termination, will be taken against any employee found to have engaged in the harassment of any other employee in the workplace in accordance with (Policy 10.1: Disciplinary Guidelines). If an employee is concerned about behavior or harassment by another employee that occurs outside of the workplace, they will be encouraged to contact appropriate law enforcement officials.

4. Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action, not to exclude termination. Acts of retaliation should be reported immediately and will be promptly investigated and addressed. An individual may also file a claim of retaliation pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/15-10), the Whistleblower Act 740 ILCS 174/15(a), or the Illinois Human Rights Act (775 ILCS 5/6-101)).

5. Failure of an employee or supervisor to cooperate with an investigation of harassment, or refusal to comply with disciplinary action resulting from an

investigation of harassment may be subject to further disciplinary action, not to exclude termination.

6. A false report is a report of sexual harassment made by an accuser using the sexual harassment report to accomplish some end other than stopping sexual harassment or retaliation for reporting sexual harassment. A false report is not a report made in good faith which cannot be proven. Given the seriousness of the consequences for the accused, a false or frivolous report is a severe offense that can itself result in disciplinary action. Any person who intentionally makes a false report alleging a violation of any provision of this policy shall be subject to discipline or discharge pursuant to applicable policies, employment agreements, procedures, employee handbooks and/or collective bargaining agreements.

In addition, any person who intentionally makes a false report alleging a violation of any provision of the State Officials and Employees Ethics Act to an ethics commission, an inspector general, the State Police, a State's Attorney, the Attorney General, or any other law enforcement official is guilty of a Class A misdemeanor. An ethics commission may levy an administrative fine of up to \$5,000 against any person who intentionally makes a false, frivolous or bad faith allegation.

An employee who believes s/he has been subjected to sexual harassment has the right to file a complaint with the Illinois Department of Human Rights (IDHR), 100 West Randolph Street, 10th Floor, Intake Unit, Chicago, Illinois 60601; (312) 814-6200 or (800) 662-3942; Chicago TTY (866) 740-3953; Springfield (217) 785-5100; Springfield TTY (866) 740-3953; and/or the Illinois Human Rights Commission (IHRC), Chicago (312) 814-6269; Chicago TTY (312) 814-4760; Springfield (217) 785-4350; Springfield TTY (217) 557-1500; and/or the Equal Employment Opportunity Commission, JCK Federal Building, 230 S. Dearborn Street, Suite 1866 (18th Floor), Chicago, IL 60604; Chicago (800) 669-4000; Chicago TTY (800) 869-8001; EEOC Public Portal: publicportal.eeoc.gov. The Illinois Human Rights Act provides that complaints of harassment must be filed within 180 days of the alleged incident. A complaint with the EEOC must be filed within 300 days of the alleged incident. It is also a violation of section 6-101 of the Illinois Human Rights Act to retaliate against an employee for opposing or complaining about conduct believed to be a violation of the Act

Appendix H

DRUG FREE WORKPLACE

It is the policy of DuPage County to declare itself a Drug-Free Workplace. DuPage County will not permit the unauthorized use, consumption, or possession of drugs or alcohol on County property. This policy is consistent with all applicable provisions of the Federal Drug-Free Workplace Act.

ELIGIBILITY

All employees under County Board Jurisdiction regardless of employment status.

GUIDELINES

- A. Employees are expected and required to consistently report to work on time and in appropriate condition for work.
- B. Any location, at which County business is conducted, whether at the County Complex or any other County worksite, is declared to be a drug-free workplace. This will include County vehicles and any private vehicles parked on County premises or worksites. Alcoholic beverages or nonprescription narcotics are prohibited while operating a personal or County vehicle.

C. DuPage County explicitly prohibits:

The use, possession, solicitation for, or sale of narcotics or other illegal drugs, alcohol, or prescription medication without a prescription on County premises or while conducting County business.

Being impaired or under the influence of legal or illegal drugs or alcohol away from County premises, if such impairment or influence adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk the County's reputation.

Possession, use, solicitation for, or sale of legal or illegal drugs or alcohol away from County premises, if such activity or involvement adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk the County's reputation.

The presence of any detectable amount of prohibited substances in the employee's system while at work, while on the premises of the County, or while on County business. "Prohibited substances" include illegal drugs, alcohol, or

prescription drugs not taken in accordance with a prescription given to the employee

D. It is the employee's responsibility to inform their Department Head or Supervisor if they are currently on prescription medication that may affect their ability to safely and effectively perform the duties of their job. Should the employee be unable to perform the essential functions of their position as a result of taking prescription medication, the County will evaluate whether a reasonable accommodation exists in accordance with Personnel Policy 2.5: Workplace Accommodations.

E. It is the responsibility of all County employees to report when suspicion exists that another DuPage County employee is impaired or under the influence as described in this policy.

F. An employee with a positive test result for any prohibited substance, or an employee who either attempts to adulterate or fails to submit to testing under this policy shall be in violation of the policy. Any employee violating this policy is subject to disciplinary action, not to exclude termination for the first offense. (See Personnel Policy 10.1: Employee Disciplinary Guidelines).

PROCEDURES

1. By law, acknowledgment and agreement of this policy is required of employees as a condition of employment. All employees will receive a copy of the policy and an acknowledgment form to sign. The acknowledgment form will be filed in each employee's personnel file.

2. Any employee convicted of violating a criminal drug statute must inform their Supervisor of such conviction within five (5) days of the conviction occurring. This information should then be forwarded to the Human Resources Department. By law, the County must notify the federal contracting officer within ten (10) days of receiving such notice from the employee or any other verifiable source.

3. The County reserves the right to conduct pre-employment, random, post-accident and reasonable suspicion testing when properly documented by the supervisor and when approved by the Department Head and Director of Human Resources, or designee.

4. The County reserves the right to offer employees participation in an approved rehabilitation or drug abuse assistance program, at the employee's cost, as an alternative or in conjunction with disciplinary action. If such a program is offered, and

accepted by the employee, the employee must satisfactorily participate in the program as a condition of continued employment.