

**CONTRACT ADJUSTMENT
AGREEMENT**

FOR COLLECTIVE BARGAINING AGREEMENT

SEIU HEALTHCARE ILLINOIS & INDIANA

AND

**ILLINOIS ASSOCIATION of
HEALTH CARE FACILITIES**

Revised Expiration Date: April 30, 2022

Effective Date: May 1, 2020

May 7, 2020

(Version 5)

AGREEMENT
FOR
COLLECTIVE BARGAINING AGREEMENT
REVISED EXPIRATION DATE: April 30, 2022
BY AND BETWEEN IAHCF AND SEIU HEALTHCARE ILLINOIS AND
INDIANA

The Illinois Association of Health Care Facilities ("IAHCF") and the SEIU Healthcare Illinois and Indiana (the "Union") are entering into this Agreement to modify the terms of the existing Agreement and extend the term of the current collective bargaining agreement ("CBA") of the parties for a period of two (2) years. Except as modified herein (and the Memorandum of Agreement attached hereto), the current terms and conditions of the CBA are extended and confirmed.

1. **TENTATIVE AGREEMENT - NOW, THEREFORE**, the parties agree to the following adjustments to the CBA:

This Agreement is entered into between SEIU Healthcare Illinois and Indiana (herein called the "Union") and the Illinois Association of Health Care Facilities (herein called the "Committee"), for and on behalf of its present member represented Employers, their successors and assigns (herein collectively called the "Employer") and shall be effective from May 1, 2020 through April 30, 2022.

WHEREAS, the parties desire to establish and maintain a united, cooperative action between the Employer and the employees in order to promote harmonious industrial relations:

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

2. **TENTATIVE AGREEMENT - DATES IN AGREEMENT**. All dates set forth in the CBA related to the expiration of the CBA are revised from 2020 to 202~~2~~4 to reflect the agreed to extension.

3. **TENTATIVE AGREEMENT - SICK LEAVE — ARTICLE 22**. Sick Leave, as set forth in Article 22, paragraph 2(a) of the CBA shall be revised to delete the existing first sentence and replace such sentence with the following:

1. (a) Employees ~~who have completed their probationary period~~ shall ~~thereafter~~ accumulate sick leave at the rate of eight hours for each 73 days employed and may accumulate up to a maximum of thirty (30) days of paid sick leave.

(b) Employees with at least three (3) years of service with at least six (6) sick days balance may, upon not less than two weeks prior notice, or seventy-two (72)

hours prior notice in cases of emergency, use one (1) accumulated sick day as a personal day per employment year.

(c) Employees with at least ten (10) years of service with at least six (6) sick days balance may, upon not less than two weeks prior notice, or seventy-two (72) hours prior notice in cases of emergency, use two (2) accumulated sick days as personal days per employment year.

(d) Notwithstanding the annual restrictions above an employee who has reached the maximum allowable accrual of sick days may, upon not less than two (2) weeks' notice, or seventy-two (72) hours prior notice in cases of emergency, use one accumulated sick day as a personal day, as frequently as an additional day is earned.

(e) The balance and notice requirements above do not pertain to use of sick days if used for sickness.

2. (a) Sick pay will be payable commencing with the first day that an employee is off for sickness or accident. Employee shall not be required to produce doctor's notes for short-term illness (absence of less than three scheduled workdays). ~~for the first two instances of illness in a calendar year. After two instances of short term illness and~~ For any illness of three days or longer, the Employer may require submission of a doctor's certificate for payment of sick pay.

(b) Sick days are to be taken only for bona fide illness or injury. Any false claims for sick days or sick pay shall subject the employee to discipline, including possible termination, subject to just cause.

3. Except as set forth in this paragraph, no unused sick days will be paid out. In the event an employee resigns and gives two weeks advance notice of the effective date of such resignation and continues working to the effective date of the resignation if requested by the Employer, the following percentages of accumulated unused sick pay will be paid to such employees only with such payment to be made within thirty (30) days of the effective date of such resignation:

Employees having more than five (5) full years of continuous employment and less than seven (7) full years of continuous employment with the Employer shall be paid an amount equal to 50% of such employee accumulated, unused sick pay as of the effective date of such resignation.

Employees having more than seven (7) full years of continuous employment with the Employer shall be paid an amount equal to 75% of such employees accumulated, unused sick pay as of the effective date of such resignation.

Employees having more than ten (10) full years of continuous employment with the Employer shall be paid an amount equal to 100% of such employee's accumulated, unused sick pay as of the effective date of such resignation. No payment for accumulated sick pay shall be made to any employee who is terminated

by the Employer or who leaves without giving the required two (2) weeks advance notice of such resignation.

4. The parties agree that the above terms shall control as the terms and conditions negotiated by the parties for sick leave and sick leave pay.

4. **TENTATIVE AGREEMENT - ARTICLE 25 -- FUNERAL LEAVE** – change to **BEREAVEMENT**. Revise to provide as follow:

1. In the event of the death of an employee’s father, mother, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, spouse, child, step-child, maternal or paternal grandparents, or grandchild, employees with more than sixty (60) days of employment will be entitled to three (3) days off to attend to the funeral or memorial service, with up to twenty four (24) hours of pay at their regular straight time rate.

2. In order to obtain payment in the event of a death, the employee may be required, if deemed appropriate by the Employer, to present evidence of the death and of the relationship of the deceased in form satisfactory to the Employer.

5. **TENTATIVE AGREEMENT - ARTICLE 21 -- WAGES**. The wage scale in Article 21 shall be adjusted by adding two (2) years (2020 to 2021 and 2021 to 2022) and reflect rate increases as follow (effective on May 1, 2020 for the Year 1 pay increases):

YEAR 1- For Category 1 (all) and Category 2 employees (Chicago only):

Category	Hire	Year 1	Year 2	Year 3	Year 4	Year 5
1	\$15.50	\$15.70	\$15.90	\$16.10	\$16.30	\$16.50
2	\$15.00	\$15.20	\$15.40	\$15.60	\$15.80	\$16.00

For employees in Category 2 who work outside of Chicago:

Category	Hire	Year 1	Year 2	Year 3	Year 4	Year 5
2	\$14.50	\$14.70	\$14.90	\$15.10	\$15.30	\$15.50

YEAR 2- For Category 1 and Category 2 (all) – effective May 1, 2021:

Category	Hire	Year 1	Year 2	Year 3	Year 4	Year 5
1	\$16.00	\$16.20	\$16.40	\$16.60	\$16.80	\$17.00
2	\$15.50	\$15.70	\$15.90	\$16.10	\$16.30	\$16.50

6. **TENTATIVE AGREEMENT -- ARTICLE 21 (d): INITIAL PLACEMENT ON THE SCALE AND SUBSEQUENT WAGE INCREASES.**

(d) Initial placement on the scale and subsequent wage increases:

- i. ~~Employees shall be placed on the step of the wage scale based on credited years of service with the nursing home or be placed on the step that provides a~~

~~minimum of thirty cents (\$0.30) per hour, whichever is greater. For current employees, credited service shall mean credit given by the Employer at the time of hire for previous relevant experience. For future new employees, if the employee is given credit for experience for the purposes of wage scale placement, then the employee shall be placed on the appropriate step which corresponds with such credited experience.~~

- ii. Employees shall move to the next step on the wage scale on their anniversary date each year and move to the same step in each subsequent year. An employee at the top step shall not receive anniversary increases but will be placed on the top step on May 1st each year, except as provided for in subsection (e).

7. TENTATIVE AGREEMENT -- ARTICLE 21 (e): EXCEPTIONS TO SCHEDULE PLACEMENT.

~~**TENTATIVE AGREEMENT - CNAs hired on or after January 1, 2016 and are paid above the applicable wage step shall not receive an increase until such time as application of the scale is higher than the employee's wage rate, in which case, the employee shall be placed on that step and then progress consistent with d(ii) above.**~~

- i. Employees whose rate of pay is above that of step 5 before the above adjustments on May 1, 2020 shall receive an increase of \$2.00 per hour. Employees whose rate of pay is above that of step 5 before the above adjustments on May 1, 2021 shall receive a 4% increase.
- ii. ~~**TENTATIVE AGREEMENT - Employees with five (5) or more years of service with a wage rate less than the 5-year Step shall be placed on a 5-Year step provided it provides an increase of at least \$.30 per hour. If the increase is less than \$.30 per hour, then the employee shall receive a \$1.00 increase and on May 1, 2018 and May 1, 2019 shall receive a 4% increase or be placed on the top step, whichever is greater.**~~
- iii. Employees with less than five (5) years of service who would not otherwise receive an increase in their wage rate of at least who are currently at the top step or within fifty cents (\$.50) of the top step shall receive a per hour increase on May 1, and in subsequent years be paid at the top step in their wage due after scale adjustments effective May 1, 2020 or May 1, 2021 shall receive a minimum increase of \$.50 per hour in the base rate of pay each year on May 1..

8. TENTATIVE AGREEMENT - TRAINING FUND. The Union agrees to set a meeting date with appropriate legislators in Springfield and the Association representatives within 6 months+20 days of the signing of this ~~extension a~~ Agreement for the purpose of ~~creating~~ discussing the creation of a Training Fund for Association employees which is the

~~industry which is initially~~ funded by the State of Illinois. The parties agree to include the following in the collective bargaining agreement concerning the Training Fund:

Section 1. Establishment of Fund. A Training Partnership Fund to be known as the Joint SEIU HCII/IAHCF Training and Education Partnership Fund (the "Fund") will be established for the purpose of creating a program for addressing the workforce needs of participating employers (collectively "Participating Employers") as well as the career, knowledge and skill aspirations of SEIU Healthcare Illinois/Indiana bargaining unit employees. The Employer agrees to become a Participating Employer in the Fund, which will be established by an Agreement and Declaration of Trust ("Trust Agreement"). Contributions to the Fund shall be made from funding obtained from the State of Illinois.

Section 2. Fund Trustees, Programs, Staff. The Trustees of the Fund shall be composed of an equal number of representatives designated by the Union and by Participating Employers and may also include additional experts and/or stakeholders as deemed necessary and mutually agreed upon by the parties. While acting in a manner consistent with the Fund Principles established between the Union and Participating Employers, the Trustees will determine the overall parameters for these programs, and the staffing needed to carry out the purposes of the Fund.

Section 3. Trust Agreement. The Employer and Union agree to be bound by the Trust Agreement which will be adopted, including any future amendments, resolutions, and rules adopted by the Trustees of the Fund pursuant to the powers delegated. The Employer accepts the Employer Trustees of the Fund and their duly elected successors as its representatives on the Board. The Union accepts the Union Trustees of the Fund and their duly elected successors as its representatives on the Board. The Employer agrees to make available to the Fund, in accordance with Fund policy, such records of employees which the Fund may require in connection with the sound and efficient operation of the Fund or that may be so required in order to determine the eligibility of employees for Fund benefits.

Section 4. Training Fund Committee. While the Fund is being established, a Labor Management Training Committee, with equal number of representatives designated by the Union and by the Employer, will meet at intervals determined by the Committee to assess the needs of bargaining unit employees related to education/career advancement interests and needs, and to promote the advantages of and participation in this Fund and all of the Fund's specific programs. Information collected regarding training interests and needs and any barriers will be forwarded to the multi-employer Fund Staff. Once the Fund is fully operational, the Labor Management Training Committee will evaluate the need for any additional meetings.

Section 5. Access to Training

A. Union Presentation. The parties agree that the Fund shall provide the Union with reasonable access to its training classes, including providing the Union with technical support for online learning, in order for the Union to make a presentation on

Union issues (such time not to exceed 30 minutes in a day) over the training of the individuals).

B. Employer Access to Training. The Fund shall provide all statewide training schedules for all basic training, advanced training and continuing education courses, including dates, locations, times, seating capacity and the primary language in which the class will be taught, to facilitate the Employer's observation of training courses. The schedules shall be available to the Employer by the Training Fund.

Failure by the Union to meet this obligation shall be a material breach of this agreement and put into suspension any further compliance obligations by the parties hereunder until the breach is remedied.

9. **TENTATIVE AGREEMENT - MUTUAL COOPERATION.** The parties mutually agree to meet before the next legislative session for Illinois and identify areas of mutual agreement for discussion with the legislators.

10. **TENTATIVE AGREEMENT - ARTICLE 2 — RECOGNITION** shall be revised to read:

1 a). The Employer recognizes the Union as the sole collective bargaining agent for those job titles in each facility for which the Union historically has been recognized and for those titles for which representation is established under these procedures. Beginning on the date of ratification of this Agreement, new Employers becoming bound to this Agreement pursuant to the terms of this Agreement shall recognize the Union as the sole collective bargaining agent for all full time and regular part time Certified Nurses Assistants (CNAs), Dietary Employees, Housekeeping Employees, Laundry Employees, Activity Aides, Rehab Aides and Psychosocial Aides, but excluding licensed practical and registered nurses, confidential employees, casual employees, guards, and supervisors as defined by the National Labor Relations Act. Foreign graduate nurses performing C.N.A. work shall be subject to the terms of this Agreement.

11. **TENTATIVE AGREEMENT - ARTICLE 16 — GRIEVANCE AND ARBITRATION.** Section 1 shall be revised at Arbitration to read as follows:

Arbitration: Within thirty (30) calendar days of receipt of the Employer's written answer at Step 2, the Union, and only the Union, may appeal the grievance to arbitration. To be timely, the Union must notify the Employer in writing of its intent to arbitrate the dispute and the Union shall request from the Federal Mediation and Conciliation Service a list of seven (7) arbitrators, all of whom shall be members of the National Academy of Arbitrators from the Chicago Metropolitan area. The parties shall select the arbitrator from that list by alternately striking names until one name remains. The Employer shall have the opportunity to strike first. Each party shall have the right to reject one entire panel, provided that party so notifies the other party within seven (7) calendar days of receipt of the panel and simultaneously files for a replacement panel

with the Federal Mediation and Conciliation Service. Separate grievances shall not be joined in a single arbitration except by mutual written agreement of the parties.

12. TENTATIVE AGREEMENT - ARTICLE 16 - GRIEVANCE AND ARBITRATION – Revise Step 2 to read as follows:

Step 2: If the Union is not satisfied with the Employer's answer in Step 1, it may within seven (7) calendar days of the Employer's answer appeal the grievance to Step 2 of the procedure by appealing in writing to the representative previously designated by the Employer. If the grievance is not appealed in writing within seven (7) calendar days of receipt of the written answer in Step 1, it is barred. The Union and the Employer shall hold a meeting to discuss the grievance at Step 2 within fourteen (14) calendar days of the filing of the Step 2 appeal. Within seven (7) calendar days of the meeting, the Employer's designated representative shall provide a Step 2 answer to the grievance in writing to the Union Representative. At the conclusion of Step 2, if the dispute of the parties is not resolved, the parties may mutually agree to use a mediator from the Federal Mediation and Conciliation Service (FMCS) to assist in resolving the outstanding grievance. This provision does not affect the rights of the parties, or the timeline set forth below, with regard to arbitration.

13. TENTATIVE AGREEMENT - ARTICLE 21 — WAGES shall be revised to read (in defining Category 1 and 2):

Job Titles pay Grade 1	Job Titles Pay Grade 2
Activity Aide w/ CNA Certificate	Bed Maker
Certified Nurse's Assistant	Dietary Aide (Nutrition Aide, Dining Room Aide, Dishwasher, Kitchen Aide)
Mental Health Aide	Hostess
Resident	Environmental Service Worker
Assistant/Attendant with CNA Certificate	Housekeeping employees
Ward Clerk	Laundry employees
Personal Care Assistant	Patient escort
Resident	Receptionist
Assistant/Attendant	Resident Security
Lead CNA/Team Leader/ <u>Preceptor*</u>	Watchman
Psychosocial Aide with CNA Certificate	Smoking Monitor
Medical Records Clerk	Activity Aide
Rehab Aide (Occupational Rehab Aide, Physical Rehab Aide, Rehab Tech)*	Psychosocial Aide
	Floor Tech

Respiratory Aide Social Services* <u>Lead Housekeeper</u> <u>Maintenance</u> <u>Cook</u>	
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*Wage rates for Employees in these classifications shall be \$.50 more than the Pay Grade 1 minimum rate for each step and included in rates for such employees above the scale and shall be treated as separate pay grade for purposes of subsections (a) – (d) below. The \$.50 increase for the Preceptor or other trainer, unless such position is a full-time training position, shall only apply to hours where training is being performed by the employee.

14. TENTATIVE AGREEMENT - ARTICLE 30 — MISCELLANEOUS shall be revised to delete the sentence reading, "2. Foreign graduate nurses performing C.N.A. work shall be subject to the terms of this Agreement."

15. TENTATIVE AGREEMENT - ARTICLE 29 – DURATION. This Agreement shall become effective as of May 1, 2020 and shall continue in full force and effect to and including April 30, 2022.

16. TENTATIVE AGREEMENT - ARTICLE 8 – WORK WEEK, SCHEDULES AND OVERTIME – Section (b) shall be revised to read as follows: Overtime at the rate of time and one-half the employee’s straight time hourly rate shall be paid for all hours actually worked over eighty (80) hours in any two week pay period or over eight (8) hours in ~~any one day~~ 24 hour period. Provided that if the Employer, the Union, and the employees in a specific department agree, overtime in that department only shall be paid for all hours worked over forty (40) hours in any one week pay period but not for hours worked in excess of eight (8) hours in any one day. After an employee has worked an additional shift or hours, the Employer shall not involuntarily change the schedule for the purpose of avoiding the payment of overtime.

In all other respects the Collective Bargaining Agreement of the parties is ratified and confirmed.

Dated this 7 day of May, 2020

Dated this 7 day of May, 2020

FOR THE IAHCf:

FOR THE UNION:

A handwritten signature in black ink, appearing to read "Robert J. ...", written over a horizontal line.

A handwritten signature in black ink, consisting of stylized initials and a large loop, written over a horizontal line.

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