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Union: **Service Employees International Union (SEIU)**

Local: **4**

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Local 4 Pension Fund
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7741
4000
AGREEMENT

Between

SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL 4

and the

ILLINOIS ASSOCIATION
of
HEALTH CARE FACILITIES

Effective Dates

April 20, 2005 through December 31, 2007

450

81 pages

TABLE OF CONTENTS

ARTICLE 1 PARTIES1
ARTICLE 2 RECOGNITION1
ARTICLE 3 MAINTENANCE OF STANDARDS6
ARTICLE 4 UNION SECURITY AND CHECK-OFF7
ARTICLE 5 MANAGEMENT RIGHTS9
ARTICLE 6 DISCRIMINATION9
ARTICLE 7 UNION REPRESENTATION10
ARTICLE 8 WORK WEEK, SCHEDULES AND14
OVERTIME
ARTICLE 9 HIRING17
ARTICLE 10 VACATIONS17
ARTICLE 11 HOLIDAYS18
ARTICLE 12 MEALS19
ARTICLE 13 TERMINATION AND SEVERANCE PAY20
ARTICLE 14 VOTING TIME20
ARTICLE 15 GRIEVANCE AND ARBITRATION20
ARTICLE 15A NO STRIKE - NO LOCKOUT23
ARTICLE 16 JURY DUTY AND WITNESS25
APPEARANCE
ARTICLE 17 HEALTH AND WELFARE25
ARTICLE 18 PENSION27
ARTICLE 19 WAGES29
ARTICLE 20 SICK PAY33
ARTICLE 21 LEAVES OF ABSENCE AND35
MILITARY SERVICE
ARTICLE 22 SENIORITY36
ARTICLE 23 FUNERAL LEAVE39
ARTICLE 24 FULL-TIME AND PART-TIME39
EMPLOYEES
ARTICLE 25 SAVINGS PROVISION40
ARTICLE 26 CREDIT UNION40

ARTICLE 27	DURATION	41
ARTICLE 28	MISCELLANEOUS	41
ARTICLE 29	COOPERATIVE LEGISLATIVE ACTION	42
ARTICLE 30	C.O.P.E. DEDUCTION	42
ARTICLE 31	LOCAL 4 AND AD HOC COMMITTEE	42
	QUARTERLY MEETING	
APPENDIX A	WORK AND SAFETY RULES AND	45
	REGULATIONS AND ABSENTEEISM	
	AND TARDINESS STANDARDS	
APPENDIX B	.....	56
APPENDIX C	MEMORANDUM OF AGREEMENT	57
	REGARDING ORGANIZING	
EXHIBIT A TO APPENDIX A	.....	67
Letter of Agreement and Understanding - Past Practice	.....	73
Letter of Agreement and Understanding - Organizing	.....	74
By Other Unions		
Letter of Agreement and Understanding - Cooperation	.....	76
in the Political Process		
Letter of Agreement and Understanding -	.....	77
Health & Welfare		

AGREEMENT

ARTICLE 1 - PARTIES

This Agreement is entered into between Local No. 4, Service Employees International Union (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 Employees, their successors and assigns (herein collectively called the "Employer") and shall be effective from April 20, 2005 through December 31, 2007.

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:

ARTICLE 2 - RECOGNITION

1. 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.

2. The Employer agrees not to enter into any agreement or contract with its employees, neither individually nor collectively, which conflicts with any of the provisions of this Agreement.

3. (a) At facilities subject to this Agreement at which the Union currently represents some employees, the Union may request recognition as the exclusive collective bargaining representative for any remaining unrepresented, non-supervisory employees not excluded in Section 1 of this Article for whom the Union claims majority status. The Union's representation in such cases will be determined by an election conducted by the National Labor Relations Board or by majority card check if the Employer and the Union mutually agree to forego an NLRB election. Any card check verification conducted under this paragraph shall occur within three (3) days of the Union's written demand for recognition. If the Union's representation is verified by a majority card check or NLRB election, the Employer shall apply the terms of this Agreement to the affected employees within thirty (30) days of voluntary recognition or certification of election results. Nothing in this section shall affect the rights of either party with respect to newly created positions as set forth in Section 7 below. This shall not apply to any Employer facilities at which employees are represented by any other labor organization for the classifications set forth in Section 1.

(b) Whenever the Union becomes involved in organizing activity described in Paragraph 3(a), the Employer shall maintain a neutral position as follows:

- (1) The Employer shall advise employees in the job classifications being organized by the Union that it is not opposed to the selection of Local 4 SEIU as their bargaining representative;
- (2) The Employer shall refrain from lending any assistance or support of any kind to any group opposed to Local 4 SEIU;

- (3) The Employer shall not hold any one-on-one or group paid time meetings where the subject to be discussed is representation by the Local 4 SEIU;
- (4) The Employer shall instruct its owners, managers, supervisors, and other agents to refrain from initiating or participating in conversations with employees that Local 4 SEIU seeks to organize about the Union or Union representation; provided however, that if an employee in the proposed bargaining unit asks an owner, manager, supervisor, or other agent a question about the Union or Union representation, the question may be answered factually and the employee shall be advised that the Employer is neutral on the question of Union representation and that the choice of whether the employee wants to be represented by SEIU Local 4 is for the employee to make;
- (5) The Employer shall not disseminate any written materials regarding the Union's organizing campaign; provided however that the Employer may disseminate written material that corrects any inaccurate statements made by the Union. Any such written material shall be factual and positive and shall not criticize or disparage the Union, its officers or members, or its mission.
- (6) In return for the Employer's commitment to strict neutrality, the Union agrees that any statement made by the Union when organizing employees pursuant to Section 3(a) shall be factual and shall not disparage either the practices, policies, motive or mission of the Employer and/or any related entity or any representatives thereof. The Union may convey its position fairly and may provide employees with factual information to support an informed decision. The Union shall not communicate with employees regarding the financial status of the Employer or any related

entity or any of the representatives thereof. The Union further agrees that its campaigning activities shall not interfere with the work of the Employer's employees.

- (7) Where an NLRB election is conducted, such election will be conducted in the unrepresented, non-supervisory classifications requested by the Union pursuant to those provisions of Appendix C with the exception of Sections 1, 2, 3, 4 (for the classifications sought), 6, the limitations of Section 18(a) and (b) (in that the election would be conducted for titles which in themselves would not constitute an appropriate unit), and Exhibit A and Information Sheet.

4. For existing or future nursing home facilities of Employers at which no labor organization currently represents employees in the job classifications set forth in Section 1 of this Article, the Union may request recognition as the exclusive bargaining representative in a unit comprised of the job classifications set forth in Section 1. The Union's representation in such cases will be determined by an election conducted by the National Labor Relations Board or by majority card check if the Employer and the Union mutually agree to forego an NLRB election. Any card check verification conducted under this paragraph shall occur within three (3) days of written request by the Union. Organizing at these facilities will be conducted in accordance with the rules of conduct as set forth in Appendix C.

5. If the Union's representation is verified by a majority card check or NLRB election for facilities organized pursuant to Section 4, the Employer will recognize the Union as representative of the employees and will apply the terms of this Agreement within thirty (30) days of such recognition. At the request of either the Union or the Employer, provided such request is made within seven (7) days of recognition, the parties will enter into negotiations

for a side letter to address issues specific to that facility, either where this Agreement is silent on such issues or where differing conditions at the facility require further negotiation.

The Employer will not file a petition with the National Labor Relations Board for any election or other proceeding in connection with any demand for recognition by the Union made pursuant to these provisions.

The Union will not file a Unit Clarification petition for positions historically excluded from the unit but reserves its right to file a Unit Clarification petition for positions recently created or recently excluded.

6. The provisions of Article 2, Sections 4 and 5 and Appendix C, shall apply to any facilities which currently or in the future are owned as defined herein by the owners of Association members party to this agreement who have the right either directly or indirectly to control employees of the facility. Ownership under this section shall mean where the majority ownership of the non-union facility is owned either individually or collectively by owners who (either individually or collectively) are owners of facilities under his agreement. The term "owners" shall include all immediate family members and legal trusts established on behalf of the owner or the owner's immediate family members. This provision shall not be subverted by any owner's relinquishment or delegation of the right to control employees.

Ownership shall be based on ownership of the operating license, including a lease of the operating license. Article 2 and Appendix C shall not apply where the owners (1) own only the real estate of the facility; (2) have no ownership interest in the operating license of the facility; (3) have no control either directly or indirectly of the employees of the facility; and (4) have leased the real estate to non-related parties (provided the lease is not entered into for the purpose of avoiding obligations under this agreement.)

7. (a) In the event the Employer creates a new, non-supervisory, non-managerial, job classification which shares a community of interest with the employees in the recognized bargaining unit, the Employer shall so inform the Union. At the Union's request, the Employer will meet with the Union to discuss whether or not the new classification shall be included in the bargaining unit and, if so, the appropriate rate of pay. If the parties cannot agree on the bargaining unit placement, the Union may, consistent with the provisions of the National Labor Relations Act, file a unit clarification petition. If the parties agree on inclusion of the job classification in the unit (or if the National Labor Relations Board decides in favor of inclusion) but the parties disagree on the rate of pay, the Union may request arbitration in accordance with the procedures set forth in Article 1.5 of this Agreement. The sole issue before the arbitrator shall be whether or not the rate established by the Employer bears a reasonable relationship to the rates of other bargaining unit jobs.

(b) In the event the Employer combines or substantially changes the duties of a bargaining unit job(s), the Employer will notify the Union. Upon request, the Employer will meet with the Union to discuss the appropriate wage rate applicable to such job. If the parties disagree on the appropriate rate, the Union may request arbitration in accordance with the procedures set forth in Article 1.5 of this Agreement. The sole issue before the Arbitrator shall be whether or not the rate established by the Employer bears a reasonable relationship to the rates of other bargaining unit jobs.

ARTICLE 3 - MAINTENANCE OF STANDARDS

1. (a) No employee during the term of this Agreement shall, suffer any reduction in their hourly rate of pay (including appropriate differentials or other appropriate premium pay). Any raises granted in excess of contractually required minimum rates (whether granted prior to or

during the term of this Agreement) shall be part of the employee's contractual rate of pay and shall not reduce the employee's eligibility for any subsequent contractually required raises. This provision shall not apply to any temporary premiums, differentials, merit, bonus or incentive programs established under Article 19, Section 1(c) of this Agreement.

(b) A copy of the Work and Safety Rules and Regulations set forth in Appendix A shall be posted in each facility and, to the extent that such Rules and Regulations provide for discipline for actions for which no discipline was previously provided, no disciplinary action will be taken prior to 30 days after posting at each Employer's facility.

ARTICLE 4 - UNION SECURITY AND CHECK-OFF

1. All present employees who are members of the Union on the execution date of this Agreement shall remain members in good standing as a condition of their employment. All present employees who are not members of the Union and all employees who are hired hereafter for a classification covered by this Agreement shall become and remain members in good standing in the Union as a condition of their employment on the thirty-first (31st) day following the beginning of their employment or the execution date of this Agreement, whichever is later. The term "member" or "member in good standing" shall be limited to the payment of the initiation fees and membership fees uniformly required as a condition of acquiring or retaining membership, and shall be a financial obligation only. Nothing in this Agreement shall require employees to join or become formal members of the Union.

2. For each employee who shall voluntarily sign a proper form of authorization of check-off of Union initiation fees and Union dues (the signing should be in duplicate, and a copy of each such authorization shall be promptly mailed by the Employer to the Union), the Employer shall

check-off and deduct the initiation fee from the employee's wage and remit it to the Union. The Employer shall further check-off and deduct from such employee's paycheck on each pay period, an equal amount of regular Union dues and shall remit the same to the Union by the twenty fifth (25th) day of such month. The initiation fees and the dues deducted from the employee's wages and remitted to the Union shall be in amounts specified by the Union to the Employer. Initiation fees shall be deducted in two equal installments and shall be remitted to the Union. With each remittance of initiation fees, or dues, the Employer shall furnish to the Union a letter or written report stating the name, classification and home address of new employees, date of hiring, the amount remitted on account of each employee and the names of any employees no longer employed and their date of separation. The Employer shall be given thirty (30) days notice of any change in amounts due under this Section. The provisions of this Agreement shall be exercised in accordance with existing law.

3. In the event any dues are not paid within 60 days of the date they are due, and provided the Union has promptly notified the Employer of the failure to pay and there is no dispute as to the obligation to pay such dues, the Employer shall be obligated to pay an additional 10% of the amounts due. The Union may use any applicable legal remedies not prohibited by Article 15A of this Agreement in the event of a non-payment of dues under this provision. Such dispute shall not be subject to Article 15 of this Agreement.

4. There shall be no deduction of any kind from an employees pay except as agreed upon between the Employer and employee or as required by Law.

5. The Union agrees to indemnify, defend, and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of the deduction of dues and fees from an employee's pay, or from any other liability

of any nature on account of the Employer's compliance with this Article. The Employer shall promptly notify the union of any such claim, suit, or other such complaint.

ARTICLE 5 - MANAGEMENT RIGHTS

1. Management of the Home, the control of the premises and the direction of the working force are vested exclusively in the Employer subject to the provisions of this Agreement. The right to manage includes, but is not limited to, the following: The right to select, hire, transfer and promote, and to discipline, suspend or discharge for just cause; assign and supervise employees; to determine and change starting times, quitting times, and shifts, and the number of hours to be worked; to determine staffing patterns; to determine policies and procedures with respect to patient care; to determine or change the methods and means by which its operations ought to be carried on; to set reasonable work standards; to determine the size and locations of the Employers Home; to extend or curtail, and to terminate (with proper notice for an opportunity for negotiations) the operations of the Employer, to introduce new and improved methods or facilities; and to change existing methods or facilities. The Employer has and retains the powers, functions, rights and authority it would have, but for the signing of this Agreement, except those specifically abridged or modified by the express provisions of this Agreement, provided, however, that such powers, functions, rights and authority shall not be enforced or exercised contrary to or inconsistent with the provisions of this Agreement.

ARTICLE 6 - DISCRIMINATION

1. The Employer shall not discriminate with respect to employment by reason of race, color, religion, sex, national origin, mental or physical disability unrelated to ability to perform the essential functions of the job, age, military status or Union membership or activity.

2. The provisions of the Agreement shall be interpreted and applied in conformity with the Americans with Disabilities Act. In the event an employee shall require a reasonable accommodation under the Americans with Disabilities Act, and the Employer believes that such accommodation is in conflict with some other provision of this Agreement, the Employer shall notify the Union of the potential conflict, and upon request shall discuss the matter with the Union subject to any applicable confidentiality restrictions. It is understood that the implementation of reasonable accommodation required by the ADA shall supersede other provisions of this Agreement.

ARTICLE 7 - UNION REPRESENTATION

1. (a) The Employer recognizes the right of the Union to select or elect from the employees who are members of the Union steward(s) to handle such Union business at the Employer's premises where they are employed, as may from time to time be delegated to them by the Union in connection with this collective bargaining agreement. The name of each such steward shall be furnished in writing to the Employer and any changes in the chief steward shall be reported to the Employer in writing. From among the stewards at each location, the Union will designate one Chief Steward for each facility to handle such Union business as may from time to time be delegated to him/her by the Union in connection with the administration and enforcement of this collective bargaining agreement. The Chief Steward shall normally be the steward responsible for the steward's role in the grievance procedure, and where the Employer is initiating discussion with a steward on any matter other than investigatory interviews and discipline (which may be handled by any available steward), the Employer shall initiate contact with the Chief Steward. The Union will appoint no more than four (4) stewards at any facility, except that for any facility with more than 100 members, the Union may appoint up to five (5) stewards.

(b) No activities of any steward which interferes with work, including discussions with any employee regarding any grievance or potential grievance, shall be performed on working time without the prior permission of the supervisor of the steward and the supervisor of any employee involved. Such permission shall not be unreasonably withheld or delayed. Any such activity shall be conducted expeditiously and will not in any way unduly interfere with the work of the steward or any other employee or the care of any resident. Break time, whether paid or unpaid, shall not be considered working time for these purposes.

(c) Discussions of grievances between the steward and members of management shall take place at a mutually agreeable time, either on working or non-working time, and shall be conducted expeditiously and in such a way as to minimize any interference with the work of the steward or resident care.

(d) Nothing in this agreement shall be construed as waiving employees protected rights to engage in conversation regarding union matters to the same extent that other non-work related conversation is permitted on working time, nor to restrict protected rights regarding solicitation and distribution under the National Labor Relations Act.

2. The representatives for the Union shall have admission at reasonable times to all properties covered by this Agreement to discharge his/her duties as representative of the Union. Such representatives will notify the facility prior to arrival, and when the visit is outside business hours, such notification shall be prior to 5:00 p.m. Upon arrival the representative will sign in. Such representatives shall not unduly interfere with the work of any employee or member of management. Any meeting between Union representatives and members of management shall be at mutually agreeable times.

3. The Employer will provide a bulletin board in the facility for the purpose of posting Union notices signed by a Union official, the location to be near the time clock or in another area where notices to employees are normally posted. Such notices shall be of a non-inflammatory, non-derogatory nature.

4. The chief steward from each facility will be paid eight (8) hours at their applicable straight time rate of pay for attending the annual Local 4 Steward's Conference, and each facility will make a reasonable effort to release all recognized stewards, provided the steward or the Union has provided the facility with not less than 14 days' notice of the intended absence. Such time shall not be counted as hours worked for any purpose.

5. Union Orientation. The Employer will notify the Union steward of all new hires into bargaining unit positions within the first 30 calendar days after their hire date. The steward will be provided an opportunity to meet briefly on working time, at a time and place to be designated by the Administrator, with the new employee to inform the employee of the employee's rights, obligations, and benefits under the collective bargaining agreement. Such discussion shall not include any disparagement of the Employer.

6. Union Leave of Absence. Employees with at least one year of service shall be entitled to receive a leave of absence of up to ninety (90) days, without loss of seniority or other rights under this agreement, in order to accept a full-time position with the Union. The Employer will not be responsible for paying benefits and the employee will not accrue sick or vacation pay while on leave of absence. No more than one employee per facility will be on a leave of absence pursuant to this section at any one time.

7. Steward Representation-Investigation of Discipline.
(a) An employee who has a reasonable basis to believe he/she may be subject to discipline may choose to have the

Union steward present for an investigatory interview. If the Union steward is not reasonably available, by mutual agreement the interview may be rescheduled to a time when the union steward is available, or the employee may designate another employee who is reasonably available to perform the functions of the Union steward, or the employee may proceed with the interview without such assistance, or the employee may decline to proceed with the interview without such assistance. If the employee chooses to decline to proceed with the interview without such assistance, the Employer may choose to dispense with the interview and may make any disciplinary decision on the basis of other available information without in any way prejudicing its right to issue appropriate discipline if just cause exists. If the Union steward or other employee representative is present for such interview, their conduct shall conform to the parameters established by the National Labor Relations Board.

(b) If requested, any employee interviewed shall provide a written account of the events under investigation, provided that the employee shall have up to 24 hours from the time of the request to submit their written statement following the interview.

(c) If the employee requests, a steward may be present when the employee is presented with a notice of a written disciplinary action. This provision does not apply where the Employer is simply mailing or similarly delivering a disciplinary notice without holding a meeting or discussion of the notice (other than to explain or answer questions about the discipline), nor does it apply where no steward is reasonably available to attend the meeting. When presented with any notice of written disciplinary action, the employee will be required to acknowledge receipt of the disciplinary action but such acknowledgement shall not be an admission or agreement with the matters contained in the notice. If the Employee refuses to sign the acknowledgement of receipt, such refusal shall be

noted on the notice. The employee shall be provided with a copy on request. Such failure to provide a copy of the notice shall not affect the validity of the discipline, but the timeline for filing a grievance will not begin until such copy is provided.

ARTICLE 6 - WORK WEEK, SCHEDULES AND OVERTIME

1. (a) The standard workday in effect (in each facility) as of the date of execution of this Agreement shall remain in effect on a job classification basis for the duration of this Agreement. A temporary increase in the length of the work day shall not create a guarantee of the continuation of the longer day.

(b) 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. 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.

2. All Employers will pay on a bi-weekly payroll.

3. An employee who reports prior to the regularly scheduled starting time and departs after the regularly schedule quitting time to allow time for uniform changes or for reasons of personal convenience shall not be entitled to compensation for the early arrival or late departure, but such employee shall not be required to start work before the regularly scheduled starting time or to work after the regularly scheduled quitting time merely by reason of being on the premises.

4. Except in cases of emergency, serious illness or accident, an employee shall notify the Employer at least four (4) hours in advance of his inability to report for work on any regularly scheduled work day. For employees with illnesses which last more than one day, if the employee is aware that the illness will last more than one day, and reports the specific duration of the absence, the employee shall not be required to continue calling in each day of the absence.

5. Any employee instructed to report for work, and reporting, but not put to work, shall receive four (4) hours pay.

6. The Employer shall not change an employee's regularly scheduled hours of work during any pay period which includes a Holiday, where the effect of such change will result in an employee receiving less pay during such period than the employee would have received had the hours not been changed.

7. Any employee instructed to report for an in-service meeting on their day off will be paid a minimum of two (2) hours at their applicable straight time rate of pay.

8. No Pyramiding. Pay for time not worked shall not be counted as hours worked for any purpose unless expressly provided for by a provision of this Agreement. There shall be no pyramiding or duplication of overtime pay. Hours paid for at overtime rates under one provision of this Agreement shall be excluded as hours worked in computing overtime under any other provision.

9. The Employer shall endeavor, where feasible, to designate a break room or area where employees may take their breaks, whether paid or unpaid, where they will not be interrupted. In the event an employee is interrupted during an unpaid break, the break shall be rescheduled for a later time during that shift or the employee shall be compensated for the full thirty minutes of that break.

10. The Employer will give the Union 30 days notice of any proposed change in the starting and ending times of shifts and will, on request, bargain with the Union over the impact of the proposed change. However, at the end of the thirty-day period, the Employer may implement the change regardless of the status of the negotiations.

11. Employees may trade schedules with each other within the same job classification provided the request is made in writing to the supervisor and is approved by the supervisor. Requests to trade schedules shall not be unreasonably denied. Increased overtime for either employee may be a reason for denying the request. If a trade is approved, the employee who agreed to work the shift is subject to the absentee policy for that shift.

12. Employees expected to work in more than one department or job classification will be oriented in those departments and/or jobs and will be included in all in-services for those departments and/or job classifications.

13. Effective January 1, 2006, the Employer shall endeavor, where feasible, to grant all employees at least every other weekend off, except for those employees who voluntarily agree to work a more frequent weekend schedule. Prior to January 1, 2006, the Union and the Employer shall meet on a facility by facility basis for any facilities which do not currently grant at least every other weekend off, in order to review ways to grant at least every other weekend off. Where the Employer has created shifts and/or hired employees to positions with permanent days off, the arrangements shall not be considered in conflict with this section. The definition of "weekend" shall be as mutually agreed upon during the pre-January 1, 2006 discussions at each facility.

14. In non-emergency situations where additional hours become available on a temporary basis, due to absence, unfilled vacancies, or other similar situations, the Employer shall offer those hours to employees in a fair and

equitable manner. Prior to filing a grievance pursuant to an alleged violation of this section, the Union will contact the Employer to discuss the reported problem, and following the discussion, afford the Employer a reasonable period of time to remedy the problem. If the alleged violation continues to occur, a grievance may be filed.

15. No employee shall have their straight-time scheduled hours and/or days reduced in order to have those hours assigned to a new hire or a less senior employee.

ARTICLE 9 - HIRING

1. The Employer may secure employees by contacting the Union, for which services there shall be no charge either to the Employer or to the employee. At all times the right of hiring shall remain with the Employer.

ARTICLE 10 - VACATIONS

1. Full time employees who have worked a minimum of 1,800 hours in their anniversary year are eligible to receive paid vacations in the year following the year in which the anniversary of the commencement of their current period of continuous service falls in accordance with the following schedule:

One (1) year of continuous service One (1) week
Two (2) years of continuous service Two (2) weeks
Five (5) years of continuous service Three (3) weeks
Seven (7) years of continuous service Four (4) weeks

In the event a full time employee has not worked the minimum 1,800 hours, the paid vacation to which such employee would have been entitled shall be pro-rated so that the employee will receive the same portion of the total vacation that the hours worked by such employee is of 1,800 hours. For purposes of computing hours worked under this Article, all hours for which payment is received (e.g., vacation, holidays, sick leave) shall be deemed hours

worked. Up to eight (8) weeks of workers' compensation received as a result of an injury at the Employer shall be counted as hours worked for purposes of vacation eligibility during the anniversary year following the employee's return to work.

2. The Employer may fix the period when such vacation may be taken. In the event of a conflict between employees over choice of vacation dates, seniority shall prevail, provided that all employees are given one month each year in which to designate choice of vacation dates in that year. Any employee who does not make a vacation choice in that month loses any right to exercise seniority in such choice that year. Vacation requests cannot be unreasonably or arbitrarily denied.

3. The length of an employee's continuous service shall be defined by the Seniority Article of this Agreement.

4. All vacations shall be with pay at forty (40) hours a week except as provided in Section 1. An employee, at the Employer's option, may work through his vacation period and receive vacation pay as a year end bonus. All vacation benefits will be paid or used by the employee prior to such employee's next anniversary and may not be carried over to succeeding years. Vacation pay is due no later than the week preceding the first week of vacation.

5. In the event of a conflict between employees over choice of vacations dates, seniority shall prevail, provided that all employees are given one month each year in which to designate choice of vacation dates in that year. Any employee who does not make a vacation choice in that month loses any right to exercise seniority in such choice that year.

ARTICLE 11 - HOLIDAYS

1. Qualified employees shall be entitled to the following paid holidays in each year; namely, Martin Luther King

Jr., Memorial Day, Independence Day, Labor Day, Thanksgiving Day, New Year's Day, Christmas Day, the Employee's Birthday for those employees with five (5) years or more of continuous service. The Birthday Holiday may be taken any time in the month of the employee's birthday. Any time worked on these days shall be paid at double the regular rate of pay.

2. Employees shall be notified at least one (1) week in advance as to whether it shall be necessary for them to work on any of the holidays specified.

3. To qualify for holiday pay, an employee must have completed his or her probationary period prior to such holiday and must work on all of the employee's last scheduled work day before the holiday (except as provided below) and all of the employee's first scheduled work day after the holiday, and the holiday if scheduled. An employee who works at least five hours of the last scheduled work day before the holiday, and who receives specific permission from the employer to leave early shall still receive holiday pay if otherwise eligible for the holiday pay.

4. If a holiday falls on an employee's day off, or during the employee's vacation period, such employee shall receive an extra day off or an extra day's pay, whichever the employee may prefer, provided that the employee gives the Employer notice at least three (3) weeks prior to the start of their vacation that the employee prefers an extra day of vacation. If the notice is not given, the employee will receive the extra day's pay.

ARTICLE 12 - MEALS

1. All employees coming under this Agreement shall receive one (1) free meal each working shift, provided they have given one week's advance notice to Employer that they desire such meals in any week.

ARTICLE 13 - TERMINATION AND SEVERANCE PAY

1. The Employer may discharge or discipline employees only according to the Work and Safety Rules and Regulations or other just cause.

2. The Employer shall within forty-eight (48) hours after notice of dismissal to any regular employee also give notice of such dismissal to the Union.

3. If any Employee is placed on a suspension pending investigation for an alleged violation, such Employee will not be paid for lost time if the violation proves to be true. However, if the investigation proves to be inconclusive, the Employee would be reimbursed for any and all lost wages incurred during the suspension at their regular straight time rate of pay. The employee will not be reimbursed for any hours that would have been considered overtime.

ARTICLE 14 - VOTING TIME

1. If a request is made to the Employer for time off for voting at least one (1) day in advance of any national, state or municipal election, it shall be mandatory upon the Employer or his representative to grant the employee two (2) hours off with pay for the purpose of casting their vote in all national, state or municipal elections.

ARTICLE 15 - GRIEVANCE AND ARBITRATION

1. The differences or disputes over the interpretation or application of the provisions of this Agreement shall be adjusted in the following manner:

- (a) Step 1: All grievances must be filed in writing with the Employer's administrator or designee within seven (7) calendar days of the occurrence of the event giving rise to the grievance or within seven (7) calendar days of when the employee

learned or should reasonably have learned of the occurrence of the event giving rise to the grievance. Any grievance not filed within the time limits set forth in this Section is barred. Unless mutually agreed otherwise, the Union and Employer shall hold a meeting to discuss the grievance at Step 1. Within seven (7) calendar days of the meeting, the Employer shall answer the grievance in writing to the Union Representative.

- (b) 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. Unless mutually agreed otherwise, the Union and the Employer shall hold a meeting to discuss the grievance at Step 2. 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.

- (c) 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 must simultaneously 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. A flip of a coin shall determine which party shall 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.

2. Any written settlement shall be binding between the Union, the Employer, and the employee(s).

3. The Employer shall designate a representative(s) to handle the steps of the grievance procedure, and shall inform the Union of the appropriate representative and any contact information, and of any changes in that representative and the Union shall inform the Employer of the appropriate representative and contact information and of any changes in that representative. The Employer may also wish to inform the Union that it does not wish to appoint a representative for either step, in which case the Union's time limit for appealing to arbitration shall be from the date of the written answer in the previous step.

4. The arbitrator's decision shall be final and binding on the Employer, the Union, and the aggrieved employee(s). The arbitrator shall be bound by the express provisions of this Agreement and shall not have the power to add to, subtract from, or modify any of the express provisions of this Agreement.

5. The cost of arbitration shall be shared equally by the Employer and the Union. Such costs shall include the filing fee, if any, the arbitrator's fee and expenses, and the place of holding the hearing. Each party shall be responsible for compensating its own representatives.

6. In cases involving the discipline or discharge of an individual employee, the parties may mutually agree to

the following steps to expedite the conduct of the hearing: Both parties will use non-attorney representatives to present the case. The hearing will be conducted in one day with both parties having equal time. There shall be no written briefs filed unless mutually agreed otherwise. No court reporter will be used. The arbitrator will issue a brief written award summarizing the reasons for his/her decision. Such cases shall have no precedential value and may not be relied upon in any other arbitration.

7. The Employer and the Union, at their option and expense, may request the use of a court reporter during arbitration (except as set forth in Section 6). If the other party declines to pay one-half of the cost of the court reporter, they shall forfeit all rights in the court reporter's transcript.

8. Nothing in this Agreement shall require the Union to represent an employee if the Union considers the grievance to be invalid or without merit.

9. Any mutually agreed extension of the time limits set forth in this Article shall be reduced to writing and shall be to a specific date or event. A request for an extension of a time limit by either party shall not be unreasonably denied.

10. Notwithstanding the provisions of Section 1, above, if an employee has a grievance over an error in their rate of pay, compensation, or the receipt of an economic benefit, the employee may file a grievance at any time within ninety (90) calendar days of the occurrence of the event giving rise to the grievance. Any such grievance not filed within such ninety (90) calendar day period is barred.

ARTICLE 15A - NO STRIKE - NO LOCKOUT

1. The Union will not cause or permit its members to cause, and will not encourage, support, or sanction in any way any strike, slowdown, unfair labor practice strike,

sympathy strike, work stoppage, or any other concerted interference with work, nor shall there be any lock out by the Employer during the term of this Agreement. Informational picketing is prohibited during the term of this Agreement, except after notice has been given to re-open or re-negotiate this Agreement in which case it will be permitted with proper legal notice. In the event of any action in violation of this section and upon request of the Employer, the Union will promptly notify all such employees of its disapproval of such violations and shall undertake all additional reasonable means to induce such employees subject to this Agreement to cease such action, including:

- (a) Publicly disavowing such action by the employees or other persons involved;
- (b) Advising the Employer in writing that such action has not been caused or sanctioned by the Union;
- (c) Posting notices on Union bulletin boards in the facility stating that it disapproves of such action and instructing all employees to cease such action and return to work immediately; and
- (d) Taking all such other steps as are reasonably appropriate to bring about observance of the provisions of this Article.

2. Where such means and steps have been undertaken by the Union, neither the Union nor any of its officers or representatives shall be liable for damages resulting from such actions or violations. The Employer reserves the right to discipline any employee taking part in any violation of this section, including discharge of such employee, provided however that any Employee covered by this Agreement may refuse to report to work at any other facility of the Employer at which there is then existing an authorized strike or picketing by or on behalf of the Union, and such refusal by any such Employee shall not constitute grounds for discipline by the Employer.

ARTICLE 16 - JURY DUTY AND WITNESS APPEARANCE

1. Any employee called as a juror or witness will be granted excused absence with pay for the period necessary, provided that when the employee receives their check for jury duty payment or witness fees, they endorse it to and remit the same to the Employer. The employee shall be entitled to retain any mileage or other expenses paid as a result of such service or appearance.

ARTICLE 17 - HEALTH AND WELFARE

1. (a) Effective January 1, 2005, each Employer currently contributing to the Local 4, SEIU Health and Welfare Fund ("Fund") shall contribute to the Fund the sum of \$90 per month for each full-time employee covered by this Agreement who has been on the Employer's payroll for more than thirty (30) days. Effective May 1, 2005, each currently contributing Employer shall not be required to make any contribution to the Fund for each full time employee covered by this Agreement who has been on the Employer's payroll for more than thirty (30) days. Effective July 1, 2005, each currently contributing Employer shall contribute \$60 per month for each full time employee covered by this Agreement who has been on the Employer's payroll for more than thirty (30) days. Effective January 1, 2006, such contribution shall be \$70 per month. Effective January 1, 2007, such contribution shall be \$90 per month. Contributions for new full-time employees covered by this Agreement shall begin on the first day of the month after the employee has completed thirty days of employment.

(b) For any Employer who becomes a member of the Association or bound by this Agreement on or after January 1, 2005, who was not a contributing employer to the Fund under a separate agreement prior to January 1, 2005, the monthly contribution rate to the Fund, effective

January 1, 2005, shall be \$95 per month for each full-time employee covered by this Agreement who has been on the Employer's payroll for more than thirty (30) days. Effective January 1, 2006, such contribution shall be \$100 per month. Effective January 1, 2007, such contribution shall be \$110 per month. Contributions for new full-time employees covered by this Agreement shall begin on the first day of the month after the employee has completed thirty days of employment.

2. Annually, on or about the anniversary of this Agreement, or more frequently if requested by the trustees or by either of the negotiating committees, the trustees will meet with such committees, along with appropriate consultants and advisors, to review financial reports, statements, audits and data, and other meaningful information and reports, to enable the negotiating committees to determine whether or not the level of contribution to the Fund provided in this Agreement can be reduced or has to be increased in order to maintain the currently existing level of benefits on a sound actuarial basis.

3. All contributions shall be sent to the office of the aforesaid Health and Welfare Fund not later than the twenty-fifth (25th) day of the month in which they became due.

4. The parties agree to be bound by all of the terms and conditions of the Declaration of Trust of the Local No. 4 S.E.I.U. Health and Welfare Fund including, but not limited to, the appointment of trustees and their successors.

5. Any Employer failing to make prompt and timely payment of the contribution in accordance with this Agreement shall be liable for claims to the extent of benefits to which the employee would have been entitled if the Employer had made the required and timely contribution. Additionally, such delinquent Employer shall be liable for all contributions due, plus all reasonable legal fees incurred in enforcing the payment thereof.

6. It shall be considered a violation of this Agreement for any Employer to fail to pay or comply with any provision of this Article, or any rule or regulation of the Fund. The delinquency and/or failure of the Employer under this Article shall not be a subject of grievance or arbitration.

7. Part-time employees, as defined in Article 24 of this Agreement, may elect to be covered by the Health and Welfare Fund. Each part-time employee covered by this Agreement who has been employed for more than thirty (30) days who voluntarily elects in writing to be so covered shall contribute the sum of Eighteen Dollars (\$18.00) per month to the Local No. 4 S.E.I.U. Health and Welfare Fund by payroll deduction. The Employer shall pay the Fund the difference of the full-time employee contribution for each part-time employee who elects in writing to be covered.

8. Part-time employees who do not elect to be covered by the Health and Welfare Fund and casual employees, as defined in Article 24, shall not be covered and the Employer shall have no obligation to make contributions to the Fund for such employees.

ARTICLE 18 - PENSION

1. Effective January 1, 2005, each covered Employer shall contribute to the S.E.I.U. Local No. 4 Pension Fund ("Pension Fund") the sum of \$.18 per hour for each full-time and part-time employee covered by this Agreement. Contributions for full-time and part-time employees covered by this Agreement shall begin on the first day of full time or part-time employment.

2. The Employer agrees to be bound by all actions taken by the Board of Trustees pursuant to the powers granted them by federal law or the Trust Agreement, including, but not limited to, the appointment of Employer trustees and their successors. The Employer recognizes that the Board of Trustees has the sole power to construe the pro-

visions of the Trust Agreement, the benefit plan, and the related rules and regulations, if any, and that all constructions, interpretations, and determinations made by the Pension Fund Trustees shall be final and binding on all parties.

3. All contributions shall be sent to the office of the aforesaid Pension Fund not later than the twenty-fifth (25th) day of the month in which they became due.

4. Any Employer failing to make prompt and timely payment of the contribution in accordance with this Agreement shall be liable for all contributions due, reasonable legal fees incurred in enforcing the payment thereof and such other obligations provided by the Trust Agreement and the related rules and regulations.

5. It shall be considered a violation of this Agreement for any Employer to fail to pay or comply with any provisions of this Article, or any rule or regulation of the Trust Agreement. In the event of any delinquency or failure on the part of any Employer, that Employer shall be notified of his delinquency or failure and if such delinquency or failure continues for forty-eight (48) hours after the Employer has received notice thereof, by registered or certified mail, the Union may, notwithstanding any other provision of this Agreement, enforce this Article by all economic means, including a strike and/or picketing, until all sums due from the Employer have been paid in full. This remedy shall be in addition to all other remedies available to the Union and the Trustees and may be exercised by the Union notwithstanding any other matter in this Agreement to the contrary expressed or implied. The delinquency and/or failure of the Employer under this Article shall not be a subject of arbitration or grievance.

6. Casual employees, as defined in Article 24, shall not be covered by the Pension Fund and the Employer shall have no obligation to make contributions to the Pension Fund for such employees.

ARTICLE 19 - WAGES

1. (a) The wage rates set forth in this Agreement are minimum wage rates. No wage rate shall be paid below these minimums to probationary employees, temporary employees, student employees or any employee in any classification. Nothing in this Agreement shall be defined as preventing an Employer from paying above the minimum rates, granting additional wages, or paying differentials above those set forth in this Agreement.

(b) In the event a facility decides to hire above the starting rates or provide higher raises than contractually provided for to incumbent employees, and where there is a reasonable business reason for doing so (including for the purpose of attracting and/or retaining employees) the employer shall, upon request, meet to discuss issues of equity or implementation with the Union, including the reasonable relationship of those rates to the rates paid to other comparable employees. Following such discussion, if the issue remains unresolved, the Union may grieve the Employer's action. The sole issue in the grievance shall be whether there was a reasonable business reason for the higher start pay or raises, and whether the rate paid bears a reasonable and fair relationship to the rates paid to other comparable employees.

(c) In the event a facility decides to implement special incentive pay, bonuses or differentials, temporary incentives, or other additional compensation (other than higher start rates or higher raises) where there is a reasonable business reason for doing so, the Employer shall (1) provide notice to the Union, and (2) upon request, meet to discuss the proposal with the Union, but such meeting will not delay implementation. Following this discussion, the Union may grieve the changes. The sole issues in the grievance shall be whether the change was fair and equitable and/or whether there was a reasonable business reason for making the change.

(d) No employee shall be paid less than \$.50 above any applicable federal or state minimum wage under any circumstance.

2. For purposes of this Article 19 only, all employees hired on or before December 31, 1984, will have January 1 as their anniversary date. All employees hired on or after January 1, 1985, shall have their actual date of hire as their anniversary date.

3. (a) Effective May 1, 2005, the hourly wage rates of all Employees shall be increased by \$.30.

(b) Effective January 1, 2005, all employees then on the payroll shall receive a \$.40 per hour increase on their respective anniversary dates, retroactive for employees whose anniversary date occurred prior to the ratification of this Agreement.

(c) Effective January 1, 2006, all employees then on the payroll shall receive a \$.45 per hour increase on their respective anniversary dates, subject to subparagraph (e).

(d) Effective January 1, 2007, all employees then on the payroll shall receive a \$.40 per hour increase on their respective anniversary dates, subject to subparagraph (f).

(e) All employees on the payroll on January 1, 2006, shall have their rate increased to the applicable starting rate in their classification, with the balance of the 2006 increase, if any, payable commencing on their anniversary date.

(f) All employees on the payroll on January 1, 2007, shall have their rate increased to the applicable starting rate in their classification, with the balance of the 2007 increase, if any, payable commencing on their anniversary date.

4. Effective May 1, 2005, or the employee's anniversary date, whichever comes first, employees will receive an

additional wage increase based on their length of service (as defined in Article 22) as set forth below:

15 - 19 years of service	1% wage increase
20- 29 years of service	2% wage increase
30 or more years of service	3% wage increase

Such increases would be in addition to any other increases for which the employee is eligible, but each employee would be eligible for the additional raise only once in each category. An employee who moves from one category to the next will receive an additional 1% increase on the anniversary date when he or she moves into the next category. For example, an employee celebrating his or her 15th anniversary during the term of this contract will receive an additional 1% increase on his or her 15th anniversary date. An employee celebrating his or her 30th anniversary during the term of this contract would get an additional 2% increase retroactive to their January 1, 2005 rate and an additional 1% increase on his or her 30th anniversary.

5. The following wage schedule sets forth minimum wage rates where such titles exists and are represented by the Union:

PAY GRADE 1	PAY GRADE 2	PAY GRADE 3
1/1/2005 - \$8.00	1/1/2005 - \$7.25	1/1/2005 - \$7.00
1/1/2006 - \$8.20	1/1/2006 - \$7.45	1/1/2006 - \$7.20
1/1/2007 - 8.40	1/1/2007 - \$7.65	1/1/2007 - \$7.40
Job Titles	Job Titles	Job Titles
Activity Aide w/ CNA Certificate	Head Cook/Cook	Bed Maker
Certified Nurses Assistant	Lead Housekeeper	Dietary Aide (Nutrition Aide, Dining Room Aide, Dishwasher, Kitchen Aide)
Mental Health Aide Resident Assistant/ Attendant with CNA Certificate	Maintenance	
	Nursing Assistant (pre-certification)/ NAT	
	Activity Aide	

Ward Clerk
Personal Care
Assistant
Resident Assistant/
Attendant
Lead CNA/
Team Leader*
Psychosocial Aide
with CNA Certificate
Medical Records
Clerk
Rehab Aide
(Occupational Rehab
Aide, Physical
Rehab Aide,
Rehab Tech)*
Respiratory Aide
Social Services*

Psychosocial Aide
Floor Tech

Hostess
Environmental
Service Worker
Housekeeping
employees
Laundry
employees
Patient escort
Receptionist
Resident
Security
Watchman
Smoking
Monitor

*Starting rates for Employees in these classifications shall be \$.50 more than the Pay Grade 1 minimum rate and shall be treated as separate pay grade for purposes of subsections (a) - (c) below.

(a) For each day an employee works in a higher pay grade, in addition to their regular hourly rate, they shall receive the difference between their regular pay grade and the higher pay grade per hour.

(b) If an employee works in a lower pay grade, they shall receive their regular hourly rate.

(c) An employee who bids into and is awarded a position in a higher pay grade pursuant to Article 22 of this Agreement shall receive an hourly wage increase equal to the difference between the starting wage rate of their original pay grade and the starting wage of their new pay grade.

6. During the term of this Agreement, the parties agree to meet to discuss a formula for additional wage and/or

benefit increases tied to increases in State funding. However, the entering into any such agreement will be purely voluntary for both parties.

7. Provided the employee has submitted accurate information in a timely manner, if an employee is underpaid by an amount of four hours' pay or more due to an error by the Employer, the employee will be paid within 2 business days (excluding Saturday, Sunday, and contractually recognized holidays) of the date the employee informs the Employer of the error. Any repayment of amounts less than 4 hours' pay may be delayed until the following regularly scheduled payday. It is understood that the time limits and amounts herein are minimum standards, and nothing in this section shall prevent the Employer from issuing repayment in smaller amounts or on a faster time-frame than those contained herein.

ARTICLE 20 - SICK PAY

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 effective January 1, 2005 may accumulate up to a maximum of twenty-five (25) days of paid sick leave; effective January 1, 2006, up to a maximum of twenty-eight (28) days of paid sick leave; and, effective January 1, 2007, up to a maximum of thirty (30) days of paid sick leave.

(b) Employees with at least five (5) years of service may, upon not less than one week's prior notice, use one accumulated sick day as a personal day.

(c) Employees with at least ten (10) years of service may, upon one week's prior notice, use two (2) accumulated sick days as personal days.

2. (a) Sick pay will be payable commencing with the second consecutive day that an employee is off for sickness or accident supported by a doctor's certificate or other evi-

dence of such sickness acceptable to the Employer except that the 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. No sick pay shall be payable to any employee for any absence due to illness or injury for the first day of any absence due to illness or accident. The first day will be paid if the incident goes beyond three (3) consecutive scheduled days.

4. 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.

ARTICLE 21 - LEAVES OF ABSENCE AND MILITARY SERVICE

1. Employees with one or more years of continuous service who request in writing a leave of absence may receive a leave of absence without pay for a period of ninety (90) calendar days or less without loss of seniority or other rights under this Agreement. Such request for leave of absence shall not be unreasonably denied. Any extension of such leave shall be at the discretion of the Employer unless the leave or extension is required by law.

2. Employees with not less than six (6) months of current continuous service shall be eligible for leave of absence for illness (including pregnancy) or injury for a period of 12 months or the employee's length of service when the absence began, whichever is shorter (unless a longer period is required by law). Such leave shall begin when the employee is no longer able to perform the required work and shall end when the employee is again able to perform the required work. The Employer may require medical certification of the employee's inability to perform the work and/or the employee's ability to return to work.

3. If an employee covered by this Agreement shall be called for active duty in the Army, Navy, Marine Corps, or any other branch of the United States military service,

their rights to their job, upon return, shall be served in accordance with the recognized law of the land on this subject.

4. The provisions of the Agreement shall be interpreted and applied in conformance with all applicable requirements of the Federal Family and Medical Leave Act ("FMLA"). To the extent any provision of this Agreement or any policy or practice of the Employer is contrary to the FMLA, such provision, policy, or practice shall be deemed modified so as to conform to the requirements of the FMLA. In the event an employee takes a leave of absence for which he/she is eligible pursuant to the FMLA and not pursuant to a specific provision of the Agreement, the employee must first exhaust all unused vacation time towards the twelve (12) weeks FMLA period.

ARTICLE 22 - SENIORITY

1. Newly hired employees shall be probationary employees until they have completed sixty (60) calendar days of continuous service with the Employer. After an employee has completed the probationary period, their seniority shall date from the beginning of the probationary period. Grievances shall not be presented by or on behalf of any probationary employee for any reason except an alleged improper payment of wages or applicable economic benefit.

2. Seniority shall be defined by the length of continuous employment with the Employer and with predecessor operators at the same location. Seniority and employment shall be lost only as follows:

- (1) Discharge for just cause;
- (2) Voluntary quit;
- (3) Layoff for a period of 12 months or the employee's length of service when the absence began, whichever is shorter;

- (4) Failure to return to work upon expiration of an authorized leave of absence without the permission of the Employer;
- (5) Failure to report after a layoff within five (5) work days after the Employer sends to the last known address, by registered or certified mail, a written notification to return to work; or within three (3) work days after the Employer sends to the last known address, by telegram, a written notification to return to work (with copies to the Union in each instance);
- (6) Absence for two (2) consecutive scheduled days without prior notification to the Employer unless an emergency prevented the employee from giving such notice.

3. (a) In the event of a layoff, the least senior employee in the affected job classification by shift shall be laid off first, provided the remaining employees possess the necessary skills to perform the available work. The laid off employee shall be given the opportunity to transfer to a vacant position on another shift in the same classification, or to displace a less senior employee on another shift in the same classification provided the laid off employee possesses the necessary skills to perform the available work. Laid off employees who retain seniority, (including those employees who bump into another classification or transfer to another shift), shall be recalled from layoff in the reverse order in which they were laid off before any new employees are hired into the affected job classification.

(b) When the Employer determines that a layoff is likely, the Employer shall provide reasonable notice to the affected employees.

(c) For layoffs anticipated to exceed thirty (30) consecutive calendar days, the Employer shall provide reasonable notice to the employees and the Union, and, upon request, promptly meet with the Union to bargain over the impact

of the layoff and to discuss reasonable alternatives but such discussion shall not delay the implementation of the layoff.

(d) For layoffs anticipated to exceed thirty (30) consecutive calendar days (or for shorter periods if mutually agreed by the employer and the union), any employee laid off shall be given the option of bumping a less senior employee in any other classification in the same department provided the laid off employee possesses the necessary skill to perform the available work (all aides including rehab and CNA shall be considered in the same department provided they have the necessary certification.) Any employee laid off may apply for vacant positions in another department under the provisions of Section 5.

4. When employees are transferred to another shift, the employee or employees with the least seniority shall be transferred, provided the employee or employees are able to perform the duties required. An employee with greater seniority may be transferred if they had previously indicated their desire for such a transfer.

5. In the event of a new job opening or a permanent vacancy that the Employer decides to fill, the Employer shall post the position for a period of five (5) days. During such period the Employer may fill the position temporarily in any manner it chooses. The posting shall include job title/and/or classification, a summary of the job duties, the required or desired prerequisites and/or qualification, the possible hours and shift, and the rate of pay. Any employee interested in being considered for the position may submit an application for the position to the Administrator or the Administrator's designee at any time. Employees who apply for or bid on the position shall be considered in light of their seniority, skill, experience, qualifications, and work record. Where the factors listed are relatively equal, the position shall be awarded to the most senior employee. The employee awarded the position shall then be given a

reasonable trial period of up to ten (10) working days. If the successful bidder does not succeed, the employee shall be returned to his/her prior position.

ARTICLE 23 - FUNERAL LEAVE

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

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.

ARTICLE 24 - FULL-TIME AND PART-TIME EMPLOYEES

1. Full-time employees are employees who work thirty (30) hours or more in any work week.

2. Part-time employees are employees who work seventeen (17) hours or more, but less than thirty (30) hours in any work week.

3. Casual employees are employees who work less than seventeen (17) hours in any work week, and are not eligible to participate in the Health and Welfare or Pension Funds within the meaning of this Agreement.

4. Part-time and Casual employees shall be paid at the same wage rate as other employees in the same classification and shall receive prorated fringe benefits such as sick pay, vacation pay, holidays, death benefits, etc.

5. All Part-time employees shall be given an opportunity to become Full-time employees as Full-time vacancies occur.

ARTICLE 25 - SAVINGS PROVISION

Should any part of this agreement or any provision contained herein be declared invalid by operation of law by a tribunal of competent jurisdiction, it shall be of no further force and effect, but such invalidation of a provision of this agreement shall not invalidate the remaining portions and they shall remain in full force and effect. In such event, the Employer and the Union will at the request of either party herein, promptly enter into discussions relative to the particular provision(s). Any agreement arising from such discussions shall be reduced to writing and signed by both parties.

ARTICLE 26 - CREDIT UNION

All facilities will allow their employees to participate in a Credit Union, which, except for those facilities with existing Credit Unions, will be through Members Financial Services, a company representing several Credit Unions. There will be no charge to the facility from either the Credit Union or Members Financial Services.

The procedure is as follows:

1. A representative from Members Financial Services will contact each facility with information on the Credit Unions.
2. The facility will decide on a Credit Union and the best time for the enrollment.
3. Payroll stuffers and small signs will be provided to the facility announcing the new employee benefit, a Credit Union.

4. Group meetings will be held at various times throughout the day and night, so that each employee will be able to attend one meeting during their normal shift. (max. 25 min.) Periodically, at the facility's request, but at least every six (6) months, steps 3-5 above will be repeated for any employees not yet in the Credit Union. The facility will have no administrative involvement other than payroll deducting the amounts requested by the employees and forwarding them to the Credit Union. The deposits can go to the Credit Union through the Auto Clearing House (ACH) or manually, provided they arrive at the Credit Union within three (3) days after pay-day.

ARTICLE 27 - DURATION

1. This Agreement shall become effective, as permitted by law, as of April 20, 2005 and shall continue in full force and effect to and including December 31, 2007.

ARTICLE 28 - MISCELLANEOUS

1. Each employee shall have a total of twenty (20) minutes of break time during each regularly scheduled shift, the time or times of each break to be determined by the Employer.
2. Foreign graduate nurses performing C.N.A. work shall be subject to the terms of this Agreement.
3. Facilities currently providing uniforms without charge to employees as of the date of execution of this agreement shall maintain that practice for the duration of this agreement. An Employer who does not provide uniforms and who changes the uniform color shall provide two uniforms to each employee affected by the change.
4. Union Representatives and Stewards shall treat management representatives with dignity, respect and civility at all times. Management representatives shall

treat Union representatives and members of the bargaining unit with dignity, respect and civility at all times.

ARTICLE 29 - COOPERATIVE LEGISLATIVE ACTION

The Illinois Association of Health Care Facilities and the Service Employees Union, Local No. 4 will join in cooperative legislative efforts to increase the quality of patient care and other industry related legislation; specifically wage pass-thru. If such efforts produce wage pass-thru legislation succeed, Local No. 4 S.E.I.U. and the Illinois Association of Health Care Facilities shall discuss the collective bargaining agreement for the purpose of wages only.

ARTICLE 30 - C.O.P.E. DEDUCTION

1. The Employer agrees to honor and to transmit to the union, Local 4 SEIU COPE Fund contribution deductions from the employees who are members and who sign deduction authorization cards. The deductions shall be in the amounts and with the frequency specified on the political contribution deduction card. The deductions shall be remitted to the Union monthly. The Union agrees to indemnify, defend, and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of the deduction of money for the COPE Fund from the employee's pay or from any other liability of any nature on account of the Employer's compliance with this Article. The Employer shall promptly notify the Union of any such claim, suit, or other such complaint

ARTICLE 31 - LOCAL 4 AND AD HOC COMMITTEE QUARTERLY MEETING

1. The President (or Trustee) of Local 4 and the Chairman of the Association Ad Hoc Committee shall meet, together with such designated representatives of the

Union and other members of the Ad Hoc Committee and/or the Association as may care to attend, shall meet once each calendar quarter (or at such other mutually agreeable times) for the purpose of discussing any issues or subjects regarding the application and compliance with the collective bargaining agreement, legislative issues of mutual concern, or any other issue which may be of interest or concern to the members of the union and/or the members of the Association.

2. The parties shall, not less than 14 calendar days prior to each meeting, identify and prepare an agenda of issues to be discussed. However, nothing shall preclude either party from raising for discussion any issue of concern to its respective members.

3. It is the intent and purpose of this procedure to produce a candid, forthright dialogue designed to enhance compliance with the terms of this Agreement as well as to encourage discussion and understanding of any workplace issues or concerns, including issues of respect, dignity, fair treatment, and enforcement of facility policies and procedures. It is the further purpose that issues discussed, problems identified, and understandings arrived at will be communicated to the respective parties' representatives and memberships.

LOCAL NO. 4, SERVICE EMPLOYEES
INTERNATIONAL UNION, AFL-CIO

By: Hal Ruddick
Hal Ruddick, Trustee

ILLINOIS ASSOCIATION OF HEALTH
CARE FACILITIES

By: Floyd A. Schlossberg
Floyd A. Schlossberg, Chairman

INDIVIDUAL EMPLOYER

Facility Name: _____

By: _____

Title: _____

APPENDIX A
WORK AND SAFETY RULES
AND REGULATIONS
ADDENDUM TO AGREEMENT
ILLINOIS ASSOCIATION OF HEALTH CARE
FACILITIES AND
LOCAL NO.4 SERVICE EMPLOYEES
INTERNATIONAL UNION

These work and safety rules and regulations shall be applicable to each facility and its employees in the bargaining unit.

It is essential to the successful operation of the facility's business and the welfare of its patients and employees that fairly established standards of discipline, health, safety, attendance, workmanship and honesty be maintained. Employees shall have an opportunity to sign formal warnings, acknowledging that such warning has been given and to comment on such warning. Disregard or violation of these rules and regulations, incapacity to meet such established standards or unauthorized disclosure of confidential facility matters will subject an employee to reprimand or discharge.

Nothing in these rules and regulations shall abrogate the employee's right, through the Union of which he is a member, to challenge a penalty through the regular grievance machinery. Rules and regulations herein contained are a part of the present Union contract.

It is agreed that the failure of an employee to follow the reasonable instructions of her/his supervisor constitutes possible just cause for disciplinary action up to and including discharge. Therefore, if any employee or group of employees feels that any rule, policy, instruction or order of any supervisor or manager is improper, the employee or group of employees shall comply with the rule, policy, instruction or order (unless such order or instruction is clearly contrary to law, or if the employee has an objective

basis for believing that to do so will result in an abnormal risk of serious injury to the employee or to a resident), with the understanding that the employee or group of employees may thereafter file a grievance under the grievance procedure.

1. Stealing from resident, visitor, other employee or facility.

1st offense - Discharge

2. Reporting for work while under the influence of alcohol or while suffering from its effects, or while under the influence of controlled drugs or narcotics (unless such are being taken pursuant to a physician's written prescription).

1st offense - Discharge

3. Possession of, or drinking of liquor or any alcoholic beverages, or possession of or using any controlled drugs or narcotics (unless such are being taken pursuant to a physician's written prescription) on company property or company time.

1st offense - Discharge

4. No firearms, knives or weapons of any type shall be brought into the facility or onto facility property. (Pepper spray, pocket knives or other similar devices, carried for self-defense in coming to and from work, shall not be considered a weapon within the meaning of this section, so long as the employee maintains proper security over these items.)

1st offense - Discharge

5. Failure of an employee to follow the reasonable instructions of her/his supervisor.

1st offense - Discharge

6. Willful destruction or damage of property belonging to facility or persons.

1st offense - Discharge

7. Physical or verbal abuse, neglect, or attempting to injure residents or other person, including any other staff member, supervisor, or manager.

1st offense - Discharge

8. Intentionally falsifying employment or other facility records.

1st offense - Discharge

9. Verbal or written threat to injure or harm any other person including any other staff member, supervisor, or manager.

1st offense - Discharge

10. Failure to verbally report an incident involving a resident or staff. Reports may be confirmed in writing in appropriate log.

1st offense - Discharge

11. Punch other person's time card or asking another to punch your time card.

1st offense - Discharge

12. Discourteous behavior to any resident or visitor.

1st offense - Up to three (3) consecutive days suspension, at discretion of Employer.

2nd offense - Discharge

13. Absent for two (2) consecutive working days without notifying the facility, unless an emergency prevented the employee from giving notice.

1st offense - Automatic Resignation

14. Unauthorized use of cameras or recording devices.

1st offense - Discharge

15. Requesting to borrow money or asking for tips, loans, gratuities or gifts from any resident or member of a resident's family.

1st offense — Discharge.

16. Revealing to any person, other than an employee working with the resident, any confidential information concerning any resident.

1st offense — Discharge

17. Sleeping while on duty.

1st offense — Discharge

18. Failure to follow parking lot regulations, if any.

1st offense — Informal Warning

2nd offense — Formal Warning

3rd offense — Loss of Privilege

19. No employee shall visit other parts of the facility or leave the facility other than in the line of duty or with the permission of the supervisor. When leaving the facility, the employee shall notify the supervisor and shall punch out.

1st offense — Formal Warning

2nd offense — Up to three (3) consecutive days suspension, at discretion of Employer

3rd offense — Discharge

20. Gambling on facility premises.

1st offense — Formal Warning

2nd offense — Up to three (3) consecutive days suspension, at discretion of Employer

3rd offense — Discharge

21. Employees not meeting health test requirements will not be permitted to work until the test is satisfactorily completed. If the test is not satisfactorily completed with-

in seven (7) days of the required date, the employee will be discharged.

22. Solicitation of any kind, distribution or circulation of literature, petitions and written or printed matter of any description in the facility shall not be done by an employee during his or her working time or in patient areas without the prior written consent of the Administrator.

1st offense — Warning

2nd offense — Formal Warning

3rd offense — Up to three (3) consecutive days suspension, at discretion of Employer

4th offense — Discharge

23. Unauthorized posting, removal or tampering with bulleting board items.

1st offense — Formal Warning

2nd offense — Up to three (3) consecutive days suspension, at discretion of Employer

3rd offense — Discharge

24. Playing of radios, etc., loudly so as to disturb residents or others.

1st offense — Informal Warning

2nd offense — Formal Warning

3rd offense — One (1) day suspension, at the discretions of Employer

4th offense - Discharge

25. Unauthorized use of telephone or other equipment for personal needs.

1st offense — Formal Warning

2nd offense — Up to three (3) consecutive days suspension, at discretion of Employer

3rd offense — Discharge

26. Loitering in work area when not scheduled to work.
1st offense - Informal Warning
2nd offense - Formal Warning
3rd offense - Up to three (3) consecutive days suspension, at discretion of Employer
4th offense - Discharge
27. Failure to follow dress code and good hygiene.
1st offense - Informal Warning
2nd offense - Sent home for rest of day without pay
28. No employee shall smoke in unauthorized areas.
1st offense - Formal Warning
2nd offense - Up to three (3) consecutive days suspension, at discretion of Employer
3rd offense - Discharge
29. No work shall be performed in an unsafe manner.
1st offense - Informal Warning
2nd offense - Formal Warning
3rd offense - Up to three (3) consecutive days suspension, at discretion of Employer
4th offense - Discharge
30. Failure to notify Personnel of address or telephone number change which the facility shall keep confidential.
1st offense - Informal Warning
2nd offense - Formal Warning
3rd offense - Up to three (3) consecutive days suspension, at discretion of Employer
4th offense - Discharge
31. Not in assigned work place at starting and quitting time.

- 1st offense - Informal Warning
2nd offense - Formal Warning
3rd offense - Up to three (3) consecutive days suspension, at discretion of Employer
4th offense - Discharge
32. Failure to punch in or out, or obtain supervisor's approval during same shift.
1st offense - Informal Warning
2nd offense - Formal Warning
3rd offense - Up to three (3) consecutive days suspension, at discretion of Employer
4th offense - Discharge
33. Swearing, obscene language or horseplay.
1st offense - Formal Warning
2nd offense - Up to three (3) consecutive days suspension, at the discretion of Employer
3rd offense - Discharge
- (b) Sexual, racial or ethnic harassment of any resident, family member of a resident, staff member, supervisor or member of management.
1st offense - Formal Warning or discharge, depending on the circumstances.
2nd offense - Discharge
- (c) Maintaining or attempting to maintain a relationship (whether or not consensual) with a resident that is sexual or romantic in nature unless the resident is the employee's spouse.
1st offense - Discharge
34. In unassigned area during working hours without permission other than in the line of duty.

- 1st offense — Informal Warning
- 2nd offense — Formal Warning
- 3rd offense — Up to three (3) consecutive days suspension, at discretion of Employer
- 4th offense — Discharge

35. Overstaying rest or lunch period.

- 1st offense — Informal Warning
- 2nd offense — Formal Warning
- 3rd offense — Up to three (3) consecutive days suspension, at discretion of Employer
- 4th offense — Discharge

36. For issues which are not addressed in this addendum, in addition to the work and safety rules and regulations set forth above, each facility shall have the right to promulgate, modify and enforce any other reasonable rule, policy or regulation regarding the work, safety, attendance, dress, conduct and performance of its employees and the care of its residents, including but not limited to rules regarding drug and alcohol use and testing. Such rules shall be published and a copy of which shall be maintained for inspection by employees with a copy to the Union. The penalties for violations of any such rule or policy shall be consistent with the concepts of progressive discipline and just cause, with due recognition that some offenses are serious enough to warrant discharge with or without prior warning.

ABSENTEEISM AND TARDINESS STANDARDS

Absence — Unexcused

- 37. One day absence in an employment year.
Informal Warning with counseling
- 38. One additional day of absence in the same employment year.
Formal Warning
- 39. One additional day of absence in the same employment year.
Up to 3 consecutive days suspension, at discretion of Employer
- 40. One additional day of absence in the same employment year.
Discharge

An Unexcused Absence

When the employee has not asked for, and/or not received prior permission from his/her department head, to be absent for any reason except illness, or has not called in to report an absence, or is tardy three (3) hours or more.

Absence Excused (Illness)

- 41. Four episodes in any employment year.
Counseling
- 42. One additional episode in the same employment year.
Informal Warning
- 43. One additional episode in the same employment year.
Formal Warning.

44. One additional episode in the same employment year.

Up to 3 consecutive days suspension, at discretion of Employer

45. On additional episode in the same employment year.

Discharge

An episode of illness - the number of days needed for the illness or injury to run its course so the employee may safely return to work. If the episode will be more than ten (10) days, the employee shall request a leave of absence.

An Excused Absence - when the cause of the absence was not within the control of the employee, and is independently verifiable.

A prearranged absence - (department head permission) for approved reasons, such as vacations, compensated time, jury duty, etc., shall not be grounds for disciplinary action.

TARDINESS - Punching in up to three (3) hours after the start of a shift.

46. Tardy twice in five (5) payroll periods.

Counseling

47. Tardy one additional time in five (5) payroll periods.

Informal Warning

48. Tardy one additional time in the same five (5) payroll periods.

Formal Warning

49. Tardy one additional time in the same five (5) payroll periods.

Up to 3 consecutive days suspension, at discretion of Employer.

50. Tardy one additional time in the same five (5) payroll periods.

Discharge

DOCKING

6-15 minutes late: 15 minutes of docked time

16+ minutes late: Docked in 15 minute increments to next quarter hour

51. Accumulation of five (5) violations (excluding those for which counseling is provided) in any twelve (12) month period shall be grounds for discharge.

52. No violation occurring more than twelve (12) months prior to any subsequent violation shall be considered in determining the discipline for the subsequent violation.

APPENDIX B

Following the ratification of this Agreement, and no later than January 1, 2006, upon request by either party, the Union and the Employer will meet to review the job titles which are represented by the Union in that facility, to establish a list of such represented titles by facility, and to discuss whether any non-represented titles share a community of interest with the represented employees at that facility.

APPENDIX C

These rules of conduct shall be binding upon the Union and the Employers (as defined in Article 2, Section 6) in the event of any organizing drive by the Union to organize any service and maintenance employees in any unorganized or newly-acquired facility of any such Employer.

Nothing contained in these rules of conduct is intended to violate any federal or state law or rule or regulation made pursuant thereto. If any part of this appendix is found to be unlawful, then that specific part shall be considered null and void and parties shall within 30 days of such determination meet to determine the impact of such determination and attempt to negotiate a valid replacement provision which reflects the intent of the original provision as closely as legally allowed.

Section 1: Notice and Unit:

(a) The Union shall serve written notice on the Employer not less than 24 hours prior to commencement of any organizing at the Employer. The notice shall identify the unit of the Employer's employees that the Union is seeking to represent.

(b) Any organizing drive conducted by the Union under this Appendix C shall be for a Service and Maintenance unit containing all full-time and regular part-time Certified Nursing Assistants (CNAs), Dietary Employees, Housekeeping Employee, Laundry Employees, Activity Aides, Rehab Aides, and Psychosocial Aides, but excluding licensed practical and registered nurses, confidential employees, casual employees, guards, managers and supervisors as defined in the National Labor Relations Act.

(c) As soon as possible following the commencement of the organizing drive, the Union and the Employer shall meet to discuss the inclusion or exclusion of other titles

commonly included by the National Labor Relations Board in nursing home service and maintenance units, such as (by way of example but not limitation): Receptionist, Unit/ward clerk, titles specific to that facility, etc. The parties shall also meet to define those individuals affected by the statutory exclusions (supervisors, managers, guards, casual and confidential employees as defined in the Act).

(d) Any discussions regarding the inclusion or exclusion of such titles shall not delay the compliance by either party with the obligations under this Agreement. In the event the parties are unable to mutually agree on the inclusion or exclusion of these titles, the unit shall be limited to that described in subparagraph (b) above.

Section 2: Duration and Applicability

These rules of conduct shall apply only with respect to the employees in the unit and facility identified in the notice required by section 1 above; shall apply beginning on the date when the Union provides said notice, and shall continue only until the earliest of the following dates:

- a) Sixty days of serving the above notice under section 1, unless the union has filed a petition within that sixty day period.
- b) The date when the Union withdraws its petition for such an election
- c) The date of such an election.

Notwithstanding the above timeline, and in return for the Union's commitment to give notice on the commencement of the organizing drive, the Employer agrees that it shall not attempt to prevent the union from commencing an organizing drive by campaigning against unionization in advance of any organizing drives.

Section 3: Joint Statement

Within 72 hours after the Employer's receipt of the foregoing notice from the Union, the Employer shall post a state-

ment jointly signed by the Union and the Employer, the substance of which shall be as set forth in Exhibit A attached hereto and made a part hereof, addressed to the employees in the identified unit.

Section 4: List

As soon as possible, but no later than four (4) working days after the union serves the notice in Section 1, the Employer shall provide the union with a list of employees in the affected unit, their job title, and their home address. The list shall be for the unit described in 1b above unless the parties mutually agree to add other titles. The union shall promptly notify the Employer if it believes the list is inaccurate or incomplete, and the Employer shall promptly make reasonable efforts to correct any deficiencies.

Section 5: Access

As soon as practicable, but no more than four (4) working days after the Employer receives a request for access under Section 1 above, the Employer shall allow access to suitable employee break areas, to be agreed upon by the Union and the Employer, for Union representatives/organizers to meet with employees in the identified unit. The number of Union representatives/organizers meeting in the meeting area at any one time shall be limited to three, unless special circumstances (such as multiple languages spoken by employees) require additional representatives.

The aforesaid break areas shall be available to the Union's officers, organizers and stewards at reasonable times; and shall be the location(s) where the affected employees normally take their breaks (including smoking areas). To the extent feasible the location(s) shall be located away from patient care areas; and supervisors and managers shall not be present in these areas when union representatives are speaking to employees, nor shall supervisors and managers engage in surveillance of the entrance and exit of said location(s). Employees in the

identified unit shall be permitted access to the break location(s) during their non-working time.

Additionally, the union's officers, organizers, and stewards shall be permitted access to facility parking lots, provided they limit their communications to employees in the affected unit and do not interfere with the flow of traffic or cause employees to be late for work.

At all times, union representatives shall limit their communication to the members of the identified unit, except to the extent necessary to determine the identity of an employee and whether such employee is a member of the unit.

Section 6: Petition for Election or Request for Recognition

Within 60 days after serving the notice provided in Section 1, the Union shall either (1) file for an NLRB election with the showing of interest required by the NLRB, or (2) make a request for voluntary recognition pursuant to a majority card check, or (3) inform the employer that it has terminated its organizing drive. The employer shall be under no obligation to conduct a card check, but in the event the employer does so, such card check shall be conducted within three (3) working days of the union's request. If the union's request for card check is denied, the union may proceed to file with the NLRB.

If the Union does not file for an NLRB election or request card check recognition, or does not promptly file for an NLRB election following the employer's denial of card check recognition, or if the Union files a petition and then withdraws it, the Union shall be precluded for a period of one year from seeking to represent employees in the identified unit. The one-year period shall begin from the earliest of the following dates: if no petition has been filed, the date when the Union notifies the Employer that it is no longer seeking to represent the identified unit, or the date when the sixty day period elapses, or the date when the

Union withdraws a petition that it has filed within the sixty-day period.

Section 7: Employee Freedom of Choice

Employees have the right to choose whether or not to be represented by the Union and to make that decision in an atmosphere free of harassment, coercion, intimidation, promises or threats by either the Employer or the Union.

Section 8: No Disruption or Interference

All activities subject to these provisions shall be carried out in a manner so as to not disrupt patient care or otherwise interfere with the operations of the Employer, including the work of any employee.

Section 9: Neutrality

The Employer shall remain neutral on the question of whether employees of the affected facility should choose to be represented by the Union. The Employer shall take all reasonable steps to insure that its owners, managers, supervisors, and other agents remain neutral on this question and do not attempt to influence employees' choice in any manner. The Employer shall instruct its owners, managers, supervisors and other agents to refrain from initiating or participating in conversations with employees in the proposed bargaining unit about the Union or Union representation. If an employee in the proposed bargaining unit asks an owner, manager, supervisor or agent a question about the Union or Union representation, the owner, manager, supervisor or other agent may respond factually only to the question asked and tell the employee that the Employer is neutral on the question of Union representation, that the choice of whether the employee wants to be represented by the Union is for the employee to make and that the Employer will honor that decision and bargain in good faith with the Union if the majority of the employees in the bargaining unit sought select the

Union as their bargaining representative. Notwithstanding these provisions, the Employer may correct any factual errors by the union by written communication subject to the provisions of Section 10 below.

Section 10: Pre-approval of Materials

Neither the Union nor the Employer shall publish, distribute or disseminate any campaign flyers, leaflets, letters, memoranda, notices, other written materials, or any audio, video or electronic media relating to the campaign without the prior approval of the other's special representative designated for resolving disputes pursuant to section 16. In the event of any unresolved dispute regarding such communication, either party may submit the issue to the Arbitrator, pending whose ruling the communication may not be distributed. The Arbitrator's authority with respect to any dispute concerning a proposed communication shall be limited to determining whether and how the content of the proposed communication is inconsistent with these rules of conduct, and prohibiting its issuance to the extent that it is inconsistent.

Section 11: Union Communications

The Union's organizing campaign (oral and written) shall be positive and factual, and shall not disparage either the motive or mission of the Employer and/or their representatives (e.g., officers, managers and supervisors) and/or any related entity or any representatives thereof. The Union may convey its position fairly, and may provide employees with factual information to support an informed decision.

Section 12: Employer Meetings

The Employer shall not hold any one-on-one or group paid time meetings a subject of which is representation by the union.

Section 13: Correction of Inaccurate Statements

Nothing contained in this Agreement shall be construed as limiting either the Union's or the Employer's right to correct any inaccurate statements made by the other during the period covered by these rules of conduct, provided that the corrections are made in a manner consistent with Sections 9-12 above.

Section 14: Consultants

Neither the Union nor an Employer shall use consultants or other representatives or surrogates to engage in activities inconsistent with these rules of conduct. The Employer shall not sponsor or encourage any group of employees who advocate against unionization.

Section 15: Election Procedure

Elections pursuant to these rules of conduct shall be conducted by secret ballot supervised by the National Labor Relations Board and shall be governed by the Board's rules and regulations and by the procedures set forth herein.

The parties shall attempt to resolve all issues regarding unit definition prior to the filing of any petition with the Board, but this shall not require the union to delay its filing once a showing of interest has been obtained. The definition of the unit shall be as set forth in Section 1, and in the interest of expediting the process, the parties agree not to insist on the inclusion of any titles other than those set forth in 1b above.

The Union and the Employer shall enter into a stipulated election agreement providing for an election to be held within 14 days of the filing of the petition, or as soon as possible beyond 14 days.

In the event of any dispute regarding the statutory exclusions, the parties agree that those employees will be

allowed to vote subject to challenge, provided the total number of employees in dispute is less than 10% of the combined disputed and undisputed employees, with ultimate disposition of the issue deferred until after the election, provided that they do not meet or exceed the 10% limitation.

Section 16. Enforcement/Arbitrator

As soon as practicable after the commencement of the organizing drive, the Union and the Employer shall (A) each designate a special representative responsible for compliance and dispute resolution with respect to organizing under this provision; and (B) select an Arbitrator (or request the designation of an arbitrator under the expedited procedures of the American Arbitration Association or FMCS) who shall be authorized to resolve disputes in accordance with this Article. The Union and the Employer shall equally share the costs and expenses of the Arbitrator.

Within 24 hours after the special representatives of the Union and the Employer have been designated, they shall hold an initial conference among themselves to discuss the provisions of this Appendix.

Except as set forth in this Section 16, the Arbitrator shall have sole authority to hear any case and award an appropriate remedy concerning any dispute between the Union and the Employer relating to the interpretation or application of this Appendix; and any claim that either party did not comply with these rules of conduct. In addition:

(a) in cases where the Employer allegedly has discharged, disciplined or retaliated against an employee, the Arbitrator shall only have the authority to determine whether the Employer acted in reprisal for the employee's protected concerted activity in violation of the NLRA and, if the claim is found to have merit, to award a remedy available under the NLRA.

(b) in cases where it is alleged that either the union or the Employer violated the rules of conduct set forth in this agreement, to the extent that such conduct affected the outcome of the election and the arbitrator so finds, then the party violating the rules of conduct shall join in a stipulation setting aside the results of the election and providing for a re-run election, providing that the objecting party also filed timely objections with the NLRB. However, if the Arbitrator does not find that the alleged violation(s) of the rules of conduct affected the outcome of the election, then the objecting party shall withdraw its objections filed with the NLRB. However, alleged objectionable conduct not subject to this Agreement and any other pre-election and post-election conduct, including resolution of disputes over challenged ballots shall be within the exclusive jurisdiction of the NLRB upon the timely filing of objections and/or challenges with the NLRB.

(c) In no event shall the Arbitrator have the authority to compel recognition of the Union or issue a bargaining order.

Section 17. Dispute Resolution

Disputes between the Union and the Employer shall first be addressed by their special representatives. If the special representatives are unable to resolve the dispute then they shall submit the issue to the Arbitrator within twenty-four (24) hours after the dispute first arose. The Arbitrator shall issue a determination within the next seventy-two hours. In the event of any disputes within 5 days of the scheduled election date, the Arbitrator shall issue a determination within 24 hours. If necessary to meet these timelines, the Arbitrator may direct the parties to submit their evidence and any position statements by facsimile, and may hear testimony via telephone.

The foregoing time limitations shall not apply with respect to sections 16(a) - (alleged retaliation against an employee) and sections 16 (b) (objections to the election),

allowed to vote subject to challenge, provided the total number of employees in dispute is less than 10% of the combined disputed and undisputed employees, with ultimate disposition of the issue deferred until after the election, provided that they do not meet or exceed the 10% limitation.

Section 16. Enforcement/Arbitrator

As soon as practicable after the commencement of the organizing drive, the Union and the Employer shall (A) each designate a special representative responsible for compliance and dispute resolution with respect to organizing under this provision; and (B) select an Arbitrator (or request the designation of an arbitrator under the expedited procedures of the American Arbitration Association or FMCS) who shall be authorized to resolve disputes in accordance with this Article. The Union and the Employer shall equally share the costs and expenses of the Arbitrator.

Within 24 hours after the special representatives of the Union and the Employer have been designated, they shall hold an initial conference among themselves to discuss the provisions of this Appendix.

Except as set forth in this Section 16, the Arbitrator shall have sole authority to hear any case and award an appropriate remedy concerning any dispute between the Union and the Employer relating to the interpretation or application of this Appendix; and any claim that either party did not comply with these rules of conduct. In addition:

(a) in cases where the Employer allegedly has discharged, disciplined or retaliated against an employee, the Arbitrator shall only have the authority to determine whether the Employer acted in reprisal for the employee's protected concerted activity in violation of the NLRA and, if the claim is found to have merit, to award a remedy available under the NLRA.

(b) in cases where it is alleged that either the union or the Employer violated the rules of conduct set forth in this agreement, to the extent that such conduct affected the outcome of the election and the arbitrator so finds, then the party violating the rules of conduct shall join in a stipulation setting aside the results of the election and providing for a re-run election, providing that the objecting party also filed timely objections with the NLRB. However, if the Arbitrator does not find that the alleged violation(s) of the rules of conduct affected the outcome of the election, then the objecting party shall withdraw its objections filed with the NLRB. However, alleged objectionable conduct not subject to this Agreement and any other pre-election and post-election conduct, including resolution of disputes over challenged ballots shall be within the exclusive jurisdiction of the NLRB upon the timely filing of objections and/or challenges with the NLRB.

(c) In no event shall the Arbitrator have the authority to compel recognition of the Union or issue a bargaining order.

Section 17. Dispute Resolution

Disputes between the Union and the Employer shall first be addressed by their special representatives. If the special representatives are unable to resolve the dispute then they shall submit the issue to the Arbitrator within twenty-four (24) hours after the dispute first arose. The Arbitrator shall issue a determination within the next seventy-two hours. In the event of any disputes within 5 days of the scheduled election date, the Arbitrator shall issue a determination within 24 hours. If necessary to meet these timelines, the Arbitrator may direct the parties to submit their evidence and any position statements by facsimile, and may hear testimony via telephone.

The foregoing time limitations shall not apply with respect to sections 16(a) – (alleged retaliation against an employee) and sections 16 (b) (objections to the election),

but such cases shall nonetheless be expedited, and the arbitrator shall be directed to take all appropriate measures to expedite the arbitration process, including but not limited to, limiting the number of employer or employee witnesses, limiting the scope of the hearing, limiting the submission of briefs and/or ruling on the basis of brief written submissions in lieu of hearings and/or ruling on the basis of telephone conferences in lieu of hearings. The intent of the arbitration process shall be to obtain a ruling as quickly as possible on the issue in dispute in order to allow the process to continue without delay. The arbitrator's decision within the limits of the arbitrator's authority shall be final and binding.

Section 18: Limitations

The provision of this appendix shall not apply:

- a) with respect to a unit other than a service and maintenance unit
- b) with respect to any unit that would be inappropriate for collective bargaining or representation by the Union under the NLRA
- c) to the employer in its conduct toward any labor organization other than SEIU Local 4

EXHIBIT A

To [Unit] Employees of [Employer]:

SEIU Local 4 is seeking to represent you for purposes of collective bargaining. SEIU Local 4 and Employer have jointly prepared this letter and the accompanying information sheet in the shared belief that you should understand the nature of the relationship between [Employer] and SEIU, your rights under the circumstances and the process that will be followed as the Union seeks to gain your support.

[Employer] is owned by owners who also own homes represented by SEIU Local 4. SEIU Local 4 and the nursing home owners represented in the Illinois Association of Health Care Facilities are committed to working together to maintain and improve the ability of nursing homes to provide quality health care through joint labor-management efforts; to insure appropriate funding and resources for health care through joint legislative work; and other joint ventures to promote quality care.

The Association and its members, including [Employer], also recognize that labor strife has a disruptive effect on these joint efforts. Accordingly, [Employer] and SEIU have agreed to the additional procedures and rules of conduct described in the accompanying information sheet in order to help you make an informed decision on this important issue in an atmosphere that supports your freedom of choice.

[Employer] will not tell you to vote against representation by the Union, and believes that each of you must make your own decision based upon factual information that supports an informed decision. [Employer] will remain neutral on the issue of unionization, in other words, [Employer] and its supervisors will not try to influence your decision.

We encourage you to read the attached information sheet as it contains important information about your rights.

Sincerely yours,

Sincerely yours,

INFORMATION SHEET

Under federal law, whether the employees shall be represented by SEIU Local 4 will be determined by a secret-ballot election conducted by the National Labor Relations Board ("NLRB"), an agency of the U.S. government. Before the NLRB will conduct an election, SEIU Local 4 must demonstrate that at least 30% of employees desire union representation. Alternately, where a majority of employees sign up for union representation, the employer may agree to waive the election and recognize the union on the basis of a majority having signed up.

SEIU Local 4 is or will be asking employees to sign authorization cards as a way to demonstrate such support.

The NLRB will not conduct an election unless the union has a sufficient number of signed cards. Prior to the election, it will be determined which employees are eligible to vote; however, the majority of those who actually vote will determine the result of the election. In other words, 50% + 1 of the employees who actually cast ballots will determine whether or not SEIU Local 4 shall represent all of the eligible employees.

Each employee has the right to participate or refrain from participating in union activities, including the right to sign or not to sign union authorization cards. [Employer] and SEIU Local 4 support the freedom of workers to join a union, as well as their right to choose not to do so. [Employer] and SEIU Local 4 agree that, when employees are making such an important decision, it is essential that they have access to accurate and factual information about the organization that is seeking to represent them, and about what it means to be represented by a union.

Employees have the right to distribute literature concerning support for or against union representation on non-working time, in non-patient care areas such as break

rooms, cafeteria, parking lots, smoking areas and other places outside the facility. Employees may talk about whether or not they want to be represented by a union and workplace issues including wage rates, disciplinary system, employer policies and rules and working conditions in any area under the same terms applicable to any other private conversation between employees.

In addition to the above, [Employer] and SEIU Local 4 have agreed to the following rules of conduct governing the union's organizing:

ORGANIZING RULES OF CONDUCT

Freedom of Choice. Employees have the right to choose whether or not to be represented by the Union, and to make that decision in an atmosphere free of harassment, coercion, intimidation, promises or threats by either the Employer or the Union.

Access. The Employer shall allow access to the employee break areas (including smoking break areas) for Union representatives to meet with employees. Supervisors and managers shall not be present in these areas when Union representatives are speaking to employees, nor shall supervisors and managers engage in surveillance of the entrance and exit to these locations. Employees in the identified unit shall be permitted access to the break location(s) during their non-working time.

The Employer shall also allow access to the parking lots for Union representatives to speak with employees, so long as the Union representatives do not cause the employees to be late for work.

Once the Union begins its organizing drive, the Employer will furnish the Union with a list of the names, addresses and job classifications of all eligible employees.

No Disruption or Interference. All organizational activities by the Union, including but not limited to the Union's activities in the employee break room or in the meeting room shall be carried out in a manner so as to not disrupt resident care or otherwise interfere with the operations of the Employer or the work of any employee.

Union Campaign. The Union's organizing campaign (oral and written) shall be positive and factual, and shall not disparage either the motive or mission of the Employer and/or their representatives (e.g., officers, managers and supervisors) and/or any related entity or any representatives thereof. The Union may convey its position fairly, and

may provide employees with factual information to support an informed decision.

Employer Neutrality. The Employer shall remain neutral on the question of whether employees should choose to be represented by the Union. The Employer shall take all reasonable steps to insure that its owners, managers, supervisors or other agents remain neutral on this question and do not attempt to influence employees' choice in any manner. The Employer shall instruct its owners, managers, supervisors or other agents not to initiate or participate in conversations with employees in the proposed unit about the Union or Union representation. If an employee in the proposed unit asks an owner, manager, supervisor or agent a question about the Union or Union representation, the owner, manager, supervisor or other agent may respond factually only to the question asked and tell the employee that the Employer is neutral on the question of Union representation, that the choice of whether the employee wants to be represented by the Union is for the employee to make and that the Employer will honor that decision and bargain in good faith with the Union if the majority of the employees in the bargaining unit sought select the Union as their bargaining representative.

Meetings. The Employer shall not discourage employees from attending Union meetings and shall not discourage employees from accepting or reading any material distributed by the Union. The Employer shall not discourage employees from meeting with Union representatives in the employee's home. The Employer shall not hold any one-on-one or group paid time meetings a subject of which is representation by the Union.

Other Representatives. Neither the Union nor the Employer shall use consultants or other representatives to engage in activities inconsistent with these rules of conduct. The Employer shall not sponsor or encourage any group of employees who advocate against unionization.

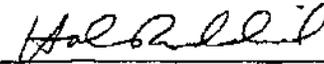
Recognition Procedure. Elections will be conducted by secret ballot supervised by the National Labor Relations Board and governed by the Board's rules and regulations. If a majority of eligible employees sign up for the union, the Employer may agree to recognize the union without an election.

Negotiations. SEIU Local 4 and the Illinois Association of Health Care Facilities have negotiated a contract which covers more than 100 other nursing homes. If a majority of employees decide to join the Union by signing cards or voting for Union representation in an election, employees at this facility will be covered under that Union contract except that either the Employer or the Union may request negotiations for a side letter to make changes or additions to that contract because of different conditions at this facility.

Letter of Agreement and Understanding

The Union and the Association agree that the Association's withdrawn proposal regarding past practice in Article 15, Section 4, will not be introduced or used by either party in any proceeding, and the making and withdrawal of this proposal will be without precedent.

For the Union



For the Association



**Letter of Agreement and Understanding
Regarding Organizing by Other Unions**

In the event another labor organization begins a competing organizing drive at a facility in which SEIU Local 4 is already conducting an organizing drive pursuant to Appendix C to the extent required by law and only to the extent required by law, the Employer will extend the provisions of this agreement to the competing labor organization where the other union is willing to abide by the same conditions as those accepted by SEIU Local 4.

During the term of the underlying collective bargaining agreement, no Employer subject to this agreement shall grant voluntary recognition to any other labor organization for any group of employees subject to this Appendix.

In the event any other labor organization informs the Employer of its intent to organize employees subject to this Appendix, or otherwise commences an organizing drive prior to SEIU Local 4 commencing an organizing drive, the Employer will promptly notify SEIU Local 4. The Employer shall not extend the provisions of this Appendix to any union in any covered facility, unless such union has complied with the Appendix in all its terms to the same extent required of SEIU Local 4. Where the other labor organization has complied to the same extent required of SEIU Local 4, the Employer shall be allowed to extend the provisions of this agreement to both SEIU Local 4 and the other union, or terminate this agreement as applied to such facility for a period of one year. Such termination shall not invalidate the prohibition on voluntary recognition.

No Employer subject to this Agreement shall directly or indirectly solicit or encourage the organizing of covered

facilities by another union, nor in any way encourage organizing by any other union for the purpose of interfering with the application of this agreement by SEIU Local 4.

For the Union



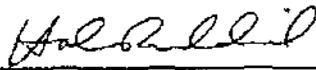
For the Association



**Letter of Agreement and Understanding
Regarding Cooperation in the Political Process**

In return for the mutual agreements contained within the collective bargaining agreement and its appendices, the Union and the Employers covered by this agreement agree to work together politically on issues of shared concern in the interests of the industry, the employees, and quality resident care. Quarterly, or more frequently as requested by either the Employers or the Union and as required by political developments, industry and union leaders will meet to review legislative, budgetary, and regulatory issues and to identify those issues on which the Employers and Union can work in partnership, and to develop plans for joint work on such issues. Examples of such issues include: the level of federal and state funding for the Medicaid program in general and the nursing home industry in specific, the funding formulas for the nursing home industry, and ways to obtain appropriate funding for the costs of providing the wages and benefits required by the collective bargaining process.

For the Union



For the Association



**Letter of Agreement and Understanding Regarding
Health & Welfare**

The parties agree to recommend the following changes in the Local 4 S.E.I.U. Health and Welfare Fund benefits to the Union and Employer Trustees. These changes shall require the approval of the Trustees, such approval shall take place prior to the ratification of the collective bargaining agreement, and approval of the changes herein by the Trustees shall be a condition of the ratification.

Except where otherwise specified, the changes effect both the PPO and HMO plans. These changes shall be effective as soon as possible after ratification of the Agreement:

- increase life insurance to \$5000
- increase AD&D insurance to \$5000
- Increase Emergency Room and Extensive Emergency Room Services maximum by \$250 each
- Provide a prescription card which, in addition to negotiated discount, will pay 50% of prescription costs up to \$500 annually
- Extend well-baby coverage to 18 mos.
- Max to \$35,000 7/1/06
- Referral up to \$750
- Testing limits to \$1000 each
- Extend prenatal care through full length of pregnancy (HMO) and the cap to \$2500 (PPO).

The parties to this agreement agree to work together in the interests of obtaining appropriate consideration in the state budgetary and funding formulas for the cost of providing health insurance coverage in the interest of provid-

ing funding to allow for continued improvements in coverage, including dependent coverage.

For the Union

Hal Belli

For the Association

Floyd R. Galloway

