

# Service Employee International Union Local 73



## Sarah D. Culbertson Memorial Hospital



## Nurses Collective Bargaining Agreement

March 1, 2021 – February 28, 2024

## TABLE OF CONTENTS

	Preamble . . . . .	.3
1.	Recognition . . . . .	.3
2.	Management Rights. . . . .	.3
3.	Strike and Work Interruptions . . . . .	.3
4.	Probationary Employees . . . . .	.4
5.	Discipline and Discharge . . . . .	.4
6.	Grievance Procedure . . . . .	.6
7.	Union Dues . . . . .	.8
8.	Union Activity During Work Hours . . . . .	.8
9.	Access to Premises by Union Representative . . . . .	.8
10.	Employee Time Off for Union Activities . . . . .	.8
11.	Union Bulletin Board . . . . .	.9
12.	Use of Space . . . . .	.9
13.	Distributing Union Literature . . . . .	.9
14.	Employee Orientation . . . . .	.9
15.	Monthly Personnel Report . . . . .	.9
16.	Seniority/Filling Vacancies . . . . .	.10
17.	Contracting Out . . . . .	.11
18.	Layoff Procedures . . . . .	.11
19.	Health Service . . . . .	.13
20.	Training and Safe Use of Equipment . . . . .	.14
21.	Hours of Work . . . . .	.14
22.	Pay Plan . . . . .	.15
23.	Bereavement Pay . . . . .	.15
24.	Paid Time Off . . . . .	.16
25.	PTO Scheduling . . . . .	.17
26.	Holidays . . . . .	.18
27.	Other Leaves . . . . .	.18
28.	Call In/Sleep Over . . . . .	.19
29.	Floating . . . . .	.19
30.	Low Census . . . . .	.19
31.	Insurance . . . . .	.19
32.	Wages . . . . .	.20
33.	Nurse In Charge . . . . .	.21
34.	Applicability of Employee Handbook . . . . .	.21
	Duration and Signatures . . . . .	.23
	Appendix A Attendance and Tardiness Policy . . . . .	.24
	Appendix B Anti-Harassment Policy . . . . .	.29
	Appendix C Spousal Equivalent Form . . . . .	.32
	Appendix D Loan Forgiveness . . . . .	.33
	Appendix E Smoke Free Policy . . . . .	.36

## **PREAMBLE**

This agreement is made and entered into as of March 1, 2021 by and between Sarah D. Culbertson Memorial Hospital (hereinafter referred to as the "Employer") and SEIU, Local 73, Service Employees International Union, CTW (hereinafter referred to as the "Union"), on behalf of the employees in the positions identified in the bargaining unit set forth in Article 1 below. It is the purpose and intent of this Agreement to promote the best relationship between the Employer and the Union by setting forth terms and conditions of employment for members of the bargaining unit; and to promote harmonious relations between the hospital and members of the bargaining unit by providing procedures for reconciliation of problems. To achieve these goals, both parties to this agreement recognize that they have an obligation to the patients and the community as well as to themselves.

### **1. Recognition**

The Employer recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining for all full-time, and regular part-time registered nurses in respect to rates of pay, wages, hours of employment, or other conditions of employment. Excluded are the Director of Nursing, Utilization Review/Discharge Planner/Medical Surgical Nurse Manager, Quality Assurance/Safety Director, all other employees including confidential and managerial employees and supervisors as defined by the Illinois Public Labor Relations Act.

### **2. Management Rights**

All rights are reserved to management, except those expressly limited by the collective bargaining contract.

### **3. Strike and Work Interruptions**

During the term of this agreement, neither the Union nor the employees will instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work, or any other intentional interruption of work concerning this bargaining unit. In the event that any employee or group of employees shall participate or engage in any activities herein prohibited, the Union agrees, immediately upon being notified by the Employer, to direct such employee or group of employees to cease such activity and resume work at once.

The Employer has the right to discipline any employee who fails to resume working.

During the term of this agreement, the Employer will not institute a lockout or permanently replace bargaining unit members over a dispute with the Union so long as there is good faith compliance by the Union with this article.

#### **4. Probationary Employees**

Any employee shall be subject to termination, without cause, at the option of the Hospital during his/her probationary period. The probationary period shall be 120 calendar days but may be extended by the Hospital for two (2) consecutive thirty (30) day periods. The reason(s) for any extension shall be stated to the probationary employee, in writing, and copied to the Union Field Organizer, or his/her designee. Decisions regarding retention, extension or release of probationary employees shall not be subject to the grievance procedure. Reasons for extensions will be put in writing for the probationary employee. When an employee has completed the probationary period, they shall be placed on the seniority list and seniority shall be retroactive to the date of hire.

#### **5 Discipline and Discharge**

**5.1 Purpose.** Disciplinary action may be imposed upon an employee only for just cause and shall be progressive, where appropriate. The parties recognize that serious offences may require the imposition of more severe discipline as an initial action.

**5.2 Investigatory Suspensions.** The Employer may place an Employee who is subject of an investigation on an investigatory suspension. Should the suspension not result in discipline, the Employee shall receive all back pay and benefits and be made whole upon returning to work.

**5.3 Investigations.** The Employer shall make a reasonable effort to complete investigations in a timely manner.

For investigations by the Employer that exceed two (2) calendar weeks, an Employee who is the subject of the investigation shall receive at least a weekly update of the investigation's status. The update shall begin no sooner than two (2) calendar weeks after the commencement of the investigation. Failure to give timely updates to the employee shall not be grievable but shall be remedied by the Employer reinstating timely updates according to this section. If no discipline is imposed at the conclusion of the investigation, the Employee shall be informed of such.

**5.4 Union Representation.** The Union shall make all reasonable efforts to have not less than two (2) stewards at any time and shall keep the hospital apprised of the names of the current stewards. The Employer shall not meet with an Employee for the purpose of questioning the Employee during an investigation that may lead to discipline of that Employee without first offering the Employee an opportunity for a Union steward to be present at the investigative interview. The Employer may hold such interviews without delay upon twenty-four (24) hour notice to the Union and employee, and provided that a Union Steward, Union Field Organizer or her/his designee is available. If a steward, the Field Organizer or a designee are not available to attend in

person, the Union may designate a representative to attend by telephone or computer connection. The Hospital is not required to postpone such interview because a particular Union representative is not available. When an investigation meeting is held, the employee shall be advised of the nature of the investigation prior to questioning.

### **5.5 Disciplinary Procedure**

Disciplinary action may include the following:

1. Oral Reprimand
2. Written Reprimand
3. Performance Improvement Plans
4. Disciplinary Suspension (not to exceed 15 working days, except by agreement of the Union; or
5. Discharge

Performance Improvement Plans may be utilized for discipline, failure to meet performance standards, or both. Suspensions pending investigation shall not be considered disciplinary and are not subject to the limitations of this Section.

These disciplinary actions do not have to be imposed in the order listed above and the same level of discipline may be imposed more than once before progressing to a higher level of discipline.

If the supervisor has reason to discipline an Employee, it shall be done in a private, confidential manner (except for Union representation, if required by law.)

When any disciplinary action is taken, the supervisor shall notify the Employee in writing of the level of the disciplinary action and the reason(s) for such action and shall provide the Union Field Organizer or her/his designee with copies of any Performance Improvement Plans, Disciplinary Suspensions or Terminations. All written notices of discipline shall be delivered to the Employee and the Union in a manner reasonably likely to result in prompt notice, including but not limited to receipt required e-mail transmittal of the written notice, but shall not include text messages or summary e-mails.

Letters of reprimand will be removed from the employee's personnel file within twelve (12) months from date of issuance if there is no other like or similar work rule violations.

It is understood that records of disciplinary suspensions and Performance Improvement Plans will be removed from the employee's personnel file within twenty-four (24) months from the date of issuance if there are no other like or similar work rule violations.

## **6. Grievance Procedure**

**6.1 Definition.** A grievance is a difference between an employee or the Union and the Employer with respect to the interpretation or application of, or compliance with, the agreed upon provisions of the Agreement, the Employer's rules and regulations or disciplinary action.

**6.2 Representation.** Only the aggrieved employee(s) and/or representative of the Union (Steward or Representative) may present grievances. Employees may take up grievances through Steps One and Two either on their own and/or with representation by the Union. If an employee takes up a grievance without Union representation, any resolution of the grievances shall be consistent with this Agreement and the Union representative shall have the right to be present at such resolution. A grievance relating to all or a substantial number of employees or to the Union's own interests or rights with the Employer may be initiated at Step Two (2) by a Union representative. Termination grievances shall be initiated at Step Two (2). Other grievances may be initiated at Step Two (2) by mutual agreement between the Union and The Employer.

### **6.3 Grievance Procedure Steps**

Step 1. The grievance shall be filed with the Department Manager, in writing, by the employee or union within fifteen (15) calendar days of when the employee or union knew or should have known of the instigating issue. The Department Manager will have ten (10) calendar days to hold a meeting and, following that meeting, shall have ten (10) calendar days to respond in writing to the employee and union.

Step 2. The grievance shall be filed with the Hospital Administrator within ten (10) calendar days from the date of the Step 1 response, or the date such a response or meeting should have occurred. The Administrator will have ten (10) calendar days to hold a meeting and, following that meeting, shall have ten (10) calendar days to respond in writing to the employee and union.

**6.4 Time Limits.** Time limits may be extended by mutual agreement in writing between the employee and /or the Union and the Employer. Failure by the union to file or forward within the timelines shall end the grievance. Failure by the employer to hold a meeting or respond within their timelines allows the grievance to move forward.

### **6.5 Mediation:**

Should the grievance remain unresolved at Step Two, or no answer is given within the time specified, the parties may jointly elect by written agreement to submit the grievance to mediation. The submission shall be to Federal Mediation and Conciliation Services and the meeting shall be scheduled

subject to the mediator's availability. If mediation is bypassed or is not successful, the Union, by written notice to the Employer, may proceed to arbitration in accordance with 6.6.

### **6.6 Impartial Arbitration.**

Should the grievance remain unresolved at Step 2, and mediation is either bypassed or not successful, the Union may appeal the grievance to arbitration by giving written notice within 30 calendar days after receipt of the response to the grievance at Step Two or the date of unsuccessful mediation. The Union will then share the timeline for the pre-arbitration review and will let the Employer know the decision to proceed or not within thirty (30) days of the union's pre-arbitration meeting.

In termination cases, the Union shall inform the Hospital of its intention to proceed to arbitration within 30 calendar days of receipt of the response to the grievance at Step Two or the date of unsuccessful mediation.

Where a grievance has been properly submitted for arbitration as provided for in this section, representatives of the Employer and the Union will meet or correspond in an attempt to agree upon an arbitrator. If they are unable to so agree within fifteen (15) days after the Hospital's receipt of the Union's notice (or within a mutually agreeable extension of such period), they shall jointly request the Federal Mediation and Conciliation Service to submit a list of seven (7) names. The Union and the Hospital shall alternately strike names with the Union having the first strike and the person whose name remains shall be the arbitrator. He/she will then be notified of his/her selection by a joint letter from the parties specifying the issue(s) and relevant contract language. If the parties are unable to jointly specify the relevant contract language, each may submit their own statement to the Arbitrator, with a copy to the other party, and the Arbitrator shall, as part of his/her opinion, decide that issue.

The Union and the Employer will make arrangements with the Arbitrator to hear and decide the grievance without unreasonable delay. The decision of the Arbitrator shall be binding.

Expenses for the Arbitrator's services and the expenses which are common to both parties to the arbitration shall be borne equally by the Union and the Employer.

The Arbitrator in his/her opinion shall not amend, modify, nullify, ignore, or add to the provisions of this Agreement. The issue or issues to be decided will be limited to those presented to the arbitrator in writing by the Union and the Employer. His/ her decision must be based solely upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

## **7. Union Dues**

The employer shall deduct membership dues from the pay of each unit worker union member. The employer shall remit the deducted dues and fees to the Union within seven (7) days after the deductions are made.

Maintenance of membership: Upon confirmation by the Union that an employee covered by this agreement has authorized checkoff of dues or voluntary COPE fees, the Employer shall deduct such dues from wages owed to that employee, unless the authorization is evoked by the employee in accordance with the terms set forth on the employee's checkoff authorization and contained in this section. Specifically, any employee who wished to revoke dues checkoff must do so by giving written notice to both the Employer and Union during the period not less than thirty (30) days and no more than forty-five (45) days before the annual anniversary date of the employee's authorization or the date of termination of applicable collective bargaining agreement between the employer and the Union, whichever occurs sooner.

## **8. Union Activity During Work Hours**

Employees shall, after giving reasonable prior notice to their supervisor, be allowed reasonable time-off with pay during work hours to attend grievance investigations and hearings, or meetings called or agreed to by the employer if such employees are entitled to attend such meetings by virtue of being a Union representative, steward, witness or grievant. Employees released under this article shall be required to sign out when leaving the work area and return to work immediately after the conclusion of the union business and report to their immediate supervisor.

## **9. Access to Premises by Union Representatives**

The employer agrees that SEIU officers, staff representatives, local stewards, and representatives shall have reasonable access to unrestricted and non patient care areas of the hospital properties, giving proper notice upon arrival to the appropriate Employer representative. Notice shall provide the purpose of the visit and the approximate length of the visit. The employer representative prior to the start of the meeting shall approve any individual meeting with an employee that is in excess of thirty (30) minutes during working hours. Such visitation shall be for the reason of administering this Agreement.

## **10. Employee Time Off for Union Activities**

Subject to staffing requirements, elected or appointed Local Union officers (president, vice president, secretary, treasurer) shall be allowed time-off without pay for legitimate Union business such as Union meetings, state or area wide Union committee meetings, and state or international conventions, provided such representative shall give at least a forty-five (45) day written notice to his/her supervisor. Approval will not be denied unless there is a



demonstrable operational need. Time off allowed under this section shall be limited to a maximum of five (5) days per calendar year. Such authorized time-off shall not be detrimental in any way to the employee's record.

### **11. Union Bulletin Board**

The employer shall furnish a bulletin board in an agreed upon area near the time clock(s) and space shall be provided on existing bulletin boards in agreed upon areas for use by the Union. Materials posted or distributed by members shall not contain derogatory, defamatory, vulgar or obscene information. The bulletin board key will be kept in the administration offices and can be checked out by a steward or union representative, as needed. Should the key not be returned, the union will pay a reasonable fee for replacement.

### **12. Use of Space**

When requested by a Union steward or representative\* management shall provide, based upon availability a private space for the Union steward or representative to meet with an employee for the purpose of administering this agreement. Upon request management shall provide a space in the classroom or if available, in the work area of the steward (but not in a patient area or an area in which medical records might be kept) for a Union furnished two drawer vertical filing cabinet for the purpose of storing Union related information.

### **13. Distributing Union Literature**

During employees working hours, an employee must request permission from his/her supervisor to distribute Union Literature during work hours in unrestricted non-patient care areas. Permission shall not be unreasonably denied. Such distribution will not be allowed to interfere or impede work.

### **14. Employee Orientation**

All new employees of the bargaining unit shall be advised by the Hospital at the time of their employment of the Agreement between the Hospital and the Union and will be provided with a copy of this Agreement. The Employer shall furnish the Union (by email to the Field Organizer) the names, addresses, classification, date of hire and initial rate of pay for all newly hired bargaining unit employees.

### **15. Monthly Personnel Report**

The employer agrees to furnish the Union by email to the Field Organizer, a monthly personnel transaction report of changes (that have been reported to the employer) in status for employees in the bargaining unit. This report will include the following transaction changes: Change of address, change of employment status (termination, resignation, retirement, demotion, change in FTE/PTE, change in rate of pay, discipline notifications).

The Union agrees not to release the social security numbers of bargaining unit members and shall use such information for the identification of Bargaining Unit Members and internal database only.

## **16. Seniority/Filling Vacancies**

### **16.1 Definitions**

1. Seniority Defined. For purposes of this Agreement, seniority is defined as an employee's continuous length of service as an employee in their Bargaining Unit. Part time employees shall have their time pro-rated according to hours worked.
2. Position Defined. For purposes of this Agreement, Position shall mean a regularly scheduled function, duty and work shift, authorized by the Hospital, to which members of the Bargaining Unit may be assigned.
3. Vacancy Defined. For purposes of this Agreement, Vacancy shall mean a Position to which a Bargaining Unit member is not permanently assigned.

### **16.2 Filling Vacancies.**

Vacancies shall be filled as follows:

Posting: The Hospital shall post the Vacancy for not less than ten (10) calendar days internally and may post it externally at the same time, if so desired, and notify persons on the Recall List, if any, of the posting.

Interested Bargaining Unit members, including those on the Recall list, shall express their interest to the CNO and, if appropriate, provide acceptable proof of any updated training, education, certification or clinical experience not reflected in the Hospital's records.

The CNO shall offer the vacant position to the person most qualified by virtue of training, education, certification, clinical experience and seniority.

If no qualified employee bids on the position the Employer may hire from the outside. Any internal bidder deemed unqualified will be given an in person meeting and a written explanation regarding the reason.

Any internal applicant who is actively pursuing necessary training, education or certification at the time of the posting, and who is scheduled to complete that training, education, or certification within six (6) months shall be considered for the position. If such an applicant is awarded the position, the award will be temporary and on an interim basis contingent upon completion of the training, education or certification as scheduled.

For a position in the same department but with a different shift, qualified employees already in that department will be allowed to change shifts. If more than one employee in the department wants that change in shift, it shall be awarded by seniority.

### **16.3 Awarding the Position.**

Where more than one employee have equal qualifications of training, education, certification, experience the senior employee shall be awarded the Position.

Any awarding of a Position will be done in writing.

### **16.4 Temporary Positions**

The provisions of Section 16 and all subsections hereunder notwithstanding, the Hospital shall have the right in times of *bona fide* emergency, including but not limited to the absence of fully trained and qualified staff to meet the Hospital's staffing needs, to temporarily assign employees to such positions and duties as are necessary for the Hospital's continuing operation.

### **17. Contracting Out**

When a decision is made by the Employer to contract or subcontract work normally performed by employees of the bargaining unit, the Employer agrees to a notification and discussion with the union, not less than thirty (30) days in advance of the implementation. The Employer shall not contract out work normally performed by bargaining unit employees if it would cause the separation from employment of the bargaining unit employees who are in the classifications which perform the work. It is understood that this provision shall not limit the Employer's right to contract for services which are not provided by SEIU Local 73 bargaining unit members, services for which no positions are authorized, or services which an agency has historically provided through contract. It is further understood that the Employer may enter into contracts as may be necessary to assure the performance of services when there are no bargaining unit employees available or willing to perform those services (e.g. when there are not bargaining unit nurses available or willing to work).

### **18. Layoff Procedures**

**18.1 Preparation for Layoff.** The following procedures shall apply in preparation for a layoff.

In the event the Hospital becomes aware of an impending reduction in work force or elimination of one or more Positions, the Union will be notified a

minimum of thirty (30) calendar days prior to the layoff. The employer will inform the Union of the approximate number of employees and/or Positions to be eliminated. The Union may also request a meeting with management after notification of the impending layoff for the purpose of a mutual exchange of information then available on the matter. Upon receipt of such a request, management shall have seven (7) days to schedule and conduct such meeting, unless otherwise extended by the parties.

Employees within the Position(s) to be eliminated shall have the right to transfer (bump) into Positions for which they possess greater seniority than the current employee in that position and for which they have the appropriate training, education, certification and/or experience. With the agreement of the Employer, a more senior employee may volunteer to be separated from employment in lieu of the layoff of a less senior employee, with the guarantee that the Employer will not challenge the more senior employee's eligibility for unemployment compensation unless that employee, at a later point in time, refuses a reasonable offer of reemployment.

During periods of layoff, temporary, project, or outside agency staff shall not be scheduled to perform in the same capacity as the employees laid off.

The Employer shall notify each employee selected for layoff or in a Position to be eliminated in writing not less than fourteen (14) calendar days in advance of the established layoff date. The layoff notice shall contain reference to the options available to that employee under this Agreement. A copy of such notice shall also be sent to the Union at that time. Where notices are sent by first class mail, the time shall begin to run on the date of mailing.

**18.2 Recall List.** The Hospital shall maintain and make available to the Union on request a list of those persons laid off pursuant to this Section, including the Position from which that person was laid off, all Positions the Employee has held, the Employee's date of layoff, and the Employee's seniority date. The Hospital shall contact each employee on the Recall List annually with a copy for the Union, on or about the anniversary of the layoff, and confirm the Employee's desire to remain on the Recall List. Any Employee who requests to be removed, or who does not respond to the Hospital's notice within fourteen (14) calendar days of mailing of such notice, will be removed from the Recall List. Employees are responsible for keeping the Hospital notified of their current address and telephone numbers.

**18.3 Recall.** When a vacancy is to be filled the Hospital shall advise the Union. Employees on the Recall List with equal training, education, certification, and experience shall be recalled, if qualified, in the reverse order in which layoffs occurred for a two (2) year period from the date of layoff.

The Employer will notify employees being recalled by certified mail or other

documentable delivery at their last known address.

A laid off employee who fails to respond to a reasonable offer of recall within five (5) workdays of receipt of the notice, or who fails to be available for work within ten (10) workdays after the acceptance shall forfeit any further recall rights. If due to extenuating circumstances an employee is unable to report for duty within ten (10) workdays or make other arrangements with the Employer, the employee shall not forfeit the right to recall when other vacancies occur.

An employee who is recalled shall return at his/her last rate of pay plus any intervening pay adjustments.

An offer of temporary employment shall not constitute a reasonable offer under this Article.

### **19. Health Service**

**19.1 Tuberculosis Screening.** The Employer will provide annual tuberculosis screening for all employees who provide direct patient care services at no cost to the employee. The employee may be in pay status for the screen and follow-up treatment.

**19.2 Job Related Exposure to Hepatitis B.** The Employer and the Union agree that employees in the bargaining unit who have contact with blood or other potentially infectious materials are entitled to receive the Hepatitis B vaccination series, including post vaccination serologic response testing, on a voluntary basis at the Employer's expense, whenever need for vaccination is indicated. In instances where an employee is found to be susceptible to Hepatitis B, the employee will be strongly encouraged by the Employer to consult with his or her physician regarding appropriate medical treatment.

**19.3 Medical Examinations and Treatment.** Whenever the Employer requires an employee to submit to physical examinations, psychiatric exams, medical tests (including x-rays), or immunizations, the Employer shall pay the entire cost of such services and the employee will be without loss of pay, provided the employee uses the services provided or approved by the Employer. In the event an employee sustains an injury while at work which requires emergency medical attention, the Employer shall provide such medical attention, which is limited within the capabilities of the Hospital.

**19.4 Employee Assistance.** The Employer and the Union recognize the value of counseling and assistance programs to those employees who have personal problems which interfere with the employee's efficient and productive performance of duties and responsibilities. The Employer and the Union will, therefore, attempt to aid employees who request assistance with problems by encouraging the employee to seek professional assistance

where necessary.

It is the employee's responsibility for all costs incurred under this program through utilization of health insurance or other means. In no way is the employer responsible for any costs unless the employer orders the employee to seek help under this provision.

Only authorized employees of the Employer shall process or have access to any employee's Employee Health records.

**19.5 Eye Protection.** The Employer reserves the right to require the wearing of eye protection by employees. In such cases, the Employer will provide the appropriate type of safety glasses.

## **20. Training and Safe Use of Equipment**

The Employer agrees to furnish, provide education and/or training, and maintain in safe working condition all equipment to satisfactorily carry out the duties of each position. Employees are responsible for reporting any unsafe condition or practice for properly using and caring for equipment furnished by the Employer.

Vehicles that are provided by the Employer for the use of or operation by the employees covered by this Agreement shall meet all applicable safety standards for equipment as contained in the appropriate federal statutes and rules. Such vehicles will be subjected to an annual inspection with any deficiencies revealed by the inspection to be corrected by the Employer.

## **21. Hours of Work**

**21.1 Hours of Work Defined.** Employees of Culbertson Hospital are scheduled to work an eight or twelve hour shift per work day in each pay period. However, when necessary for patient welfare and when approved by the CNO or Nurse in Charge, employees may be requested to work in excess of eight or twelve hours in a regular work day or more than their regular daily work schedule in a pay period. Short of an emergency, employees won't be expected to work more than sixteen (16) hours straight.

On line schedule program is available however the work schedule will be posted within the Med/Surg department and any changes will be made to the online schedule.

A list of employees and their telephone numbers will be posted and is available online.

Work schedules will cover one pay period of fourteen (14) consecutive calendar days. They will be posted at least one pay period prior to the beginning of the schedule. Except for emergency conditions involving patient

care and low census conditions, individual scheduled hours of work set forth on the posted work schedule may be changed only by mutual consent of the employer and employee. In the event the schedule cannot be posted one pay period prior in advance, staff will be notified.

The employer agrees that employees within a work unit may exchange shift hours with one another consistent with work assignments and qualifications of employees involved and shall advise the supervisor at least twenty-four (24) hours in advance. Requests must be given to the supervisor in writing, trades must be in the same week, and cannot result in overtime for either employee. The CNO will either approve or decline the trade and return a copy of the request to trade time to the employees. The schedule changes will be made on the online schedule by the CNO or Nurse Supervisor. Employees must confirm approval before trading shifts.

In the establishment of the work week schedule, the supervisor shall use seniority for the purpose of determining shift preference. All requests for modifications to a schedule must be submitted seven (7) days prior to the posting of the schedule. The employer will make every attempt to balance the schedule on weekends, so that it is fair and balanced as possible.

**21.2 Meal Period.** Each employee shall be scheduled for a half hour meal period during the work day, which is not work time and is not included in the employees' hours of work for wage calculation. If an emergency arises and the employee is not relieved for the meal break, the employee shall inform the supervisor and this time will be calculated towards hours worked.

**21.3 Breaks.** Each employee will be scheduled for two fifteen minute breaks during the workday. These breaks are considered work time and are included in the calculation of hours worked. Break times shall be subject to the needs of the patients.

**22. Payday.** Will normally be the Wednesday following the end of each pay period. However, when a holiday falls on a weekday between the end of the pay period and pay day, pay day will be Thursday.

Paychecks will normally be direct deposit into a bank account set up by the employee. If an employee chooses not to utilize direct deposit, the paycheck will be made available for pick up at the hospital, or upon request by the employee, mailed to the employee's home.

**23. Bereavement Pay**

A full time employee shall be granted a leave of absence without loss of pay for up to a total of twenty four (24) hours (defined three (3) eight hour shifts or two twelve hour shifts) taken on consecutive scheduled work days-(unless other arrangements are made between the employee and supervisor) at

his/her request in case of death in the immediate family or member of the household. The total time away from work shall not exceed seven calendar days. Immediate family or household members shall include:

- Spouse, or spousal equivalent;
- Parents, including parents of spouse or spousal equivalent, and a parent's spouse spousal equivalent (i.e., step-parents);
- Children, including step-children (i.e., spouse or spousal equivalent's child), son daughter in law;
- Siblings, including siblings of spouse or spousal equivalent.

One day leave without loss of pay will be granted in the event of the death of a grandparent or grandchild of the employee.

For purposes of this policy, "spousal equivalent" shall mean an adult person, other than a relative, of the same or opposite sex with whom an unmarried employee cohabits, and with whom the employee identifies as a permanent life partner. On the Hospital's request, the employee may be required to submit the "Spousal Equivalent Form" at Appendix C.

**24. Paid Time Off.** Employees will accrue and be allowed to carry over from year to year ("bank") Paid Time Off ("PTO") pursuant to this Article 24. PTO may be used by the employee for any reason (i.e. sick days, vacation, holidays and personal days), and employees are not required to designate the reason for using PTO. PTO may be scheduled pursuant to Articles 25-27 below.

Employees will accrue PTO on the following basis:

<u>Years of Service</u>	<u>Accrual Hours Per Pay Period</u>	<u>Annual Potential Accrual</u>	<u>Accrual Calculation</u>	<u>Maximum Balance November 30 (1.5 times annual)</u>
Part-time (40)	1.54	40	.03846	60
0-2 years (72)	7.38	192	.10256	288
0-2 years (80)	7.38	192	.09230	288
2-10 years (72)	10.15	264	.14097	396
2-10 years (80)	10.15	264	.12675	396
10+ years (72)	11.69	304	.16239	456
10+ years (80)	11.69	304	.14615	456

PTO accrual is based upon hours actually paid during the pay period, up to a maximum of 80 hours for full-time employees and 40 hours for part-time.

Employees may accrue up to 1 ½ years' worth of PTO. On November 30 of each year, employees may cash in, at the rate of 1/2 of their current salary or



wage rate, any accrued and unused PTO in excess of 40 hours. Employee PTO balances in excess of 1 ½ years' worth of PTO as of November 30 of each year shall be cashed in at the rate of ½ of their current salary or wage rate, provided that employees with ten (10) years of service as of March 2, 2015 whose PTO balances have continuously exceeded 1 ½ years' worth of PTO since that date shall not be subject to mandatory cash-in prior to November 30, 2019.

Upon termination of employment, employees shall be paid their entire accrued and unused PTO with their last paycheck.

**25. PTO Scheduling.** Between December 1 of the calendar year preceding the calendar year in which the PTO is requested, and January 15 of each the calendar year in which the PTO is requested, employees may submit in writing their preferences for PTO. In establishing PTO schedules, the Employer shall consider both the employee's preference and the operating needs of the unit. For the purposes of this article, all nursing employees shall be considered in one unit. PTO requests for full workweek blocks of time shall be given first preference in scheduling. When the Employer is unable to grant and schedule PTO preferences employees will be notified in writing on the scheduling request form. Where the Employer is unable to grant and schedule PTO preferences for all employees within a position classification but is able to grant some of such (one or more) employee vacation preferences, employees within the position classification shall be granted such preferred vacation period on the basis of seniority. An employee who has been granted his/her first preference shall not be granted another preference request if such request would require the denial of the first preference of a less senior employee. An employee's preference shall be defined as a specific block of time of one (1) to ten (10) working days. Employees bidding for PTO must have enough time accrued at the start of their PTO period to cover time off.

Employees who file their preference by January 15 shall be notified of the PTO schedules by March 1st of that calendar year.

PTO requests after the bid period shall be made in advance with the minimum advance notice being equal to the amount of PTO requested and will be granted on a first come basis.

Employees shall make every effort to schedule PTO between January 15th and December 15th in the same year that the PTO was earned. Both parties are in agreement that if a special circumstance arises when an employee requests a PTO between December 15th and January 15th, management shall make every effort to grant the PTO. If the time is denied management will provide written justification for the denial.

**26. Holidays.** The following shall be recognized as holidays:

New Years' Day	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Christmas Day

Employees not scheduled to work on a designated holiday may use PTO or may take the holiday as an unpaid day off. Employees scheduled to work on a designated holiday shall receive time and a half (1 1/2) for all hours worked on that holiday

**26.1 Christmas Holiday.** Every attempt shall be made to alternate work shifts on Christmas Eve and Christmas Day so that no employee will be scheduled to work both days.

**27. Other Leaves**

**27.1 Leaves of Absence,** may be granted by the hospital to any full or part time employee who has completed at least six (6) months of continuous service. The leave of absence may be with or without pay to be determined on a non- discriminatory basis. Leaves of Absences cannot exceed three (3) months in duration.

**27.2 Jury Duty.** If an employee is required to serve on a jury he/she will be excused from work. Upon presentation of the jury summons, the employee shall receive the standard pay for each scheduled day of work spent serving as a juror, less any payment received for such service.

**27.3 Military Leave,** Employees who enter the armed services of the United States shall be entitled to all of the reemployment rights provided by law.

An Employee, who has at least six (6) months or more of continuous service and is a member of the Illinois National Guard or any Reserve components of the Armed Forces of the United States, shall be entitled to leave of absence with full pay for limited service in field training, cruises and kindred recurring obligations. Such leave will normally be limited to eleven (11) working days per year.

**27.4 FMLA Leave.** Leaves of Absence due to pregnancy, extended illness or chronic conditions are covered under the Family Medical Leave Act. The Family Medical Leave Act provided employees who have completed 12 months of employment the option to request 12 weeks of leave. Requests for Family Medical Leave must be made through the Personnel Office and will be granted in accordance with the requirements of the Law. Employees shall have the option of using their accumulated time while utilizing FMLA.

### **28. Call In/Sleep Over**

A “call in” is when a nurse has not been on the schedule but is called in to work. Nurses who are called in will be paid \$75.00 and they shall be guaranteed a minimum of one hour of pay at their regular rate (or overtime rate if they have exceeded forty hours that work week.)

An “on call” nurse is one who was originally scheduled to work, was not needed for part or all of their shift and was put “on call” or was initially scheduled “on call”. For nurses on call the hourly rate shall be \$2.00 for all time on call, and should they be called back to work, they shall be guaranteed a minimum of one hour of pay and all hours worked shall be at time and half their regular rate.

Nurses Sleeping Over at the hospital’s request shall be compensated at the rate of \$75 per sleepover.

### **29. Floating**

The Parties agree that management has the right to temporarily reassign employees to equally equivalent positions.

### **30. Low Census**

Whenever an acting nurse in charge is required to make a decision on staffing levels during a low census day, the acting nurse in charge will be exempt from discipline for any action taken so long as staffing patterns are followed and objective data can be presented justifying the decision. Every attempt will be made to fairly distribute which employee is sent home.

### **31. Insurance**

Bargaining unit members will be provided such health, hospitalization, medical, dental, vision and related insurance coverage as the hospital may from time to time provide to its other employees, on terms and conditions equal to the terms and conditions that may be offered to any other employee, regardless of that employee’s title or position within the hospital.

However, the Hospital agrees that:

- a. it shall not reduce its per employee premium contribution during the term of this Agreement, and,
- b. if the provider selected by the Hospital in following years of this Agreement increases the total premium for Plan A coverage, as shown in the Exhibits to the Side Letter, the Hospital shall pay not less than SEVENTY (70) percent of such increase

### 32. Wages

a. Wages:

The below scale is to be used in two ways:

At ratification, all bargaining unit employees should be placed on the step that correlates with the number of years they have held their nursing license as of 2/28/2021. Any increases that result will go into effect, and back pay will be calculated to 3/1/2021.

Any nurse hired after ratification will be placed on the appropriate step based on their year of their nursing license. No potential hire may be negotiated to a different rate or placed on a different step.

During the duration of this agreement, nurses will be moved up to their next step on 3/1 each year.

Any nurse who is being paid more than their current license step will be red lined and held at that rate until the March 1<sup>st</sup> that the proper step results in an increase to their wages.

YEARS LICENSED	STAFF RN	RN SUPERVISORY
0-1	\$25.75	\$27.75
1	\$26.00	\$28.00
2	\$26.25	\$28.25
3	\$26.50	\$28.50
4	\$26.75	\$28.75
5	\$27.25	\$29.25
6	\$27.50	\$29.50
7	\$27.75	\$29.75
8	\$28.00	\$30.00
9	\$28.25	\$30.25
10	\$28.75	\$30.75
11	\$29.00	\$31.00
12	\$29.25	\$31.25
13	\$29.50	\$31.50
14	\$29.75	\$31.75
15	\$30.25	\$32.25
16	\$30.50	\$32.50
17	\$30.75	\$32.75

18	\$31.00	\$33.00
19	\$31.25	\$33.25
20	\$31.75	\$33.75
21	\$32.00	\$34.00
22	\$32.25	\$34.25
23	\$32.50	\$34.50
24	\$32.75	\$34.75
25	\$33.50	\$35.50
26	\$33.75	\$35.75
27	\$34.00	\$36.00
28	\$34.25	\$36.25
29	\$34.50	\$36.50
30	\$35.00	\$37.00

Eve. Diff: \$1/hr                      Night diff: \$1.50/hr  
Weekend Diff: RN \$2.00

Infection Control: \$2.00 (added to the base for first 40 hours per week) In addition, the Infection Control Nurse must have appropriate certification six months after union ratification or, for newly appointed Infection Control Nurses, six months from start of appointment.

**33. Nurse In Charge.** Any nurse who is working a shift and performing the Nurse in Charge duties shall receive an additional \$1.50 per hour. The nurse in charge will receive pay from 4 pm to 7am Monday-Friday and 7am to 7am Saturday and Sunday and when the CNO or Medical-Surgical Supervisor is unavailable to perform her/his duties in person. The most qualified ER or MS nurse will be assigned the “Nurse in Charge” and noted on the schedule. This assignment is not based solely on seniority, but with an understanding of and ability to discharge the responsibilities.

**34. Applicability of Employee Handbook.** The provisions of the CMH Employee Hospital Handbook, as amended from time to time, including but not limited to dress code provisions, shall apply to all members of the collective bargaining unit unless an express provision of this agreement is applicable and contrary to the provision the Handbook. The Employer shall provide any policy and/or handbook changes to the Field Organizer when employees are notified of the changes.

- Appendix A**  
Attendance and Tardiness Policy
- Appendix B**  
Discrimination Policy
- Appendix C**  
Spousal Equivalent Form
- Appendix D**


Loan Forgiveness  
**Appendix E**  
Smoke Free Policy

**DURATION OF AGREEMENT**

This Agreement shall be effective March 1, 2021 and remain in full force and effect until midnight, February 28, 2024, and shall automatically renew itself from year to year thereafter, unless sixty (60) days prior to, February 28, 2024 or sixty (60) days prior to any annual termination date thereafter, either the Employer or the Union serves written notice upon the other party of its desire to amend or terminate this Agreement. Upon the giving of such notice, negotiations on a new agreement shall begin promptly.

**For Culbertson Memorial Hospital**

  
\_\_\_\_\_  
Chairman of the Board

  
\_\_\_\_\_  
Secretary of the Board

**For Service Employees  
International Union Local 73**

  
\_\_\_\_\_  
Joseph Richert,  
Secretary-Treasurer

  
\_\_\_\_\_  
Karen Kleinhans DeSilva  
Sr. Field Organizer

# **Appendix A**

## **Attendance and Tardiness Policy**

### **I. Purpose**

To define attendance and tardiness guidelines for bargaining unit members in order to facilitate the daily planning for efficient operations, provide quality patient care, and maintain consistently high morale.

### **II. Background**

Employees are expected to be at work every day for their regularly scheduled shift. Excessive absenteeism and tardiness has a definite cost to the Hospital, and can have an affect on patient care, loss of productive work time, added work load for others, perceived inequities, and morale problems.

It is understandable that there are occasions when an employee will have an unscheduled absence from work due to illness, an emergency, or personal reasons. This policy recognizes those facts and provides for those infrequent occasions without penalty. It is for these reasons that the Hospital recognizes both Major and Minor Occurrences, with different discipline and consequences for each.

It is the Department Managers' responsibility to monitor and guide employees to constantly strive for good attendance levels. Perfect attendance will not be achievable in most cases, although it is still the goal. The Hospital is a healthcare facility that is open every day of the year, serving people whose lives depend on us. Calling off, or failing to appear as scheduled without a very good reason is a serious matter in the healthcare industry. Excessive absence or tardiness, even for legitimate reasons, will result in progressive discipline and eventual termination.

### **III. Definitions**

- A. Minor Occurrence: An event of:
  - 1. Tardiness of less than eight (8) minutes,
  - 2. Call in Absence from Work.
  
- B. Major Occurrence: An event of
  - 1. Leaving Work Early Without Authorization,
  - 2. Tardiness of eight (8) minutes or more,
  - 3. No Call/No Show absence, of one (1) or more consecutive days relating to the same circumstance, except for the reasons listed in V-B, or
  - 4. A pattern of Frequent Tardiness.
  - 5. Call in second Holiday absence during the contract will result in the second Holiday absence becoming a Major occurrence.



- C. Leaving Work Early Without Authorization: A partial day's absence as a result of leaving work prior to end of a scheduled work shift without approval of the director/designee.
- D.
  - 1. No Call/No Show: Not appearing for a scheduled work shift, or appearing more than 30 minutes and less than two (2) hours after the beginning of the scheduled work shift, after failure to follow the department specific call in procedure.
  - 2. Aggravated No Call/No Show: Not appearing for a scheduled work shift, or appearing more than two (2) hours after the beginning of the scheduled work shift, after failure to follow the department specific call in procedure. Aggravated No Call/No Shows shall have an accelerated disciplinary track, see V. C. Discipline
- E. Rolling Year: For purposes of this policy, a twelve (12) month rolling year is used. The year starts with the date of the first occurrence and rolls to one (1) year from that date.
- F. Tardy: Failure to be present at the employee's workstation, prepared to begin work, at the start of a scheduled work shift.
- G. Scheduled work shift: Work times assigned to an employee pursuant to the work schedule posted within the employees department or work area, amendments to that schedule of which the employee has not less than two (2) hours actual notice, and agreed alterations (i.e. covering) arranged between employees and approved by the director, regardless of whether those arrangements are reflected upon the posted work schedule.
- H. PTO: Paid time off existing at the time of use pursuant to the hospital's paid time off policies.
- I. Frequent Tardiness: Tardiness of up to eight (8) minutes after the start of a scheduled work shift (i.e., minor tardiness), occurring more than four (4) times in any calendar month.
- J. For purposes of nurses subject to collective bargaining agreement, references herein to "Department Manager" shall be understood to refer to the Chief Nursing Officer.

#### IV. Call In and PTO Procedures

- A. If an employee is going to be absent or tardy for a scheduled

work shift, he/she must inform the Department Manager, or Nurse In Charge in the absence of the CNO, no later than 2 hours prior to his/her scheduled shift's start time pursuant to the Department's call-in procedure. The employee is expected to make the call-in for himself or herself, unless physically incapacitated due to a serious injury or illness. The only acceptable way to call in is by telephone.

- B. An employee needing to leave work prior to the scheduled work shift must obtain approval from the Department Manager, or her/his designee, prior to leaving work.
- C. Any employee who misses three (3) or more consecutive days due to unforeseen circumstances must provide appropriate documentation (medical or other) to account for the lengthy absence prior to return to work.
- D. Employees are expected to call in each day during a consecutive period of absence, unless agreed upon on by the employee and the manager.
- E. PTO may be used when an employee's absence, tardiness, or leaving early is approved by the employee's Department Manager or Designee, PTO will not be approved for an unapproved tardiness, leaving early without authorization, or No Call/No Show absence.

## **V. Policy**

- A. Regardless of the reason, all events of absence tardiness, or leaving early, regardless of whether the event is excused or unexcused, will be tracked by the Department Manager and maintained in the employee's attendance record. An employee has a right to review their record. In the event an employee believes that an error was made in his or her calendar he or she will have an opportunity to notify the manager of the possible error and attempt to correct the record,
- B. Absences for the following reasons will not count as an occurrence on an employee's record, provided that the hospital is provided notice of the basis for the absence:
  - 1. Jury Duty Leave,
  - 2. Funeral Leave,
  - 3. Family & Medical Leave Act leave,
  - 4. Military Time,

5. Administrative approved Leaves of Absence,
6. Worker's Compensation Injury,
7. Mandated or Requested Low Census,
8. Documented absence under the Illinois School Visitation Rights Act. (The School Visitation Rights Act provides for two (2) four (4) hour periods per school year for employees with six (6) months of service to attend educational or behavioral conferences that cannot be scheduled on non-work hours.),
9. Prior Approved Time Off - Scheduled time off,
10. Absence protected by any applicable federal or state statute affording leave rights to employees as may now or hereafter exist.

C. Discipline.

1. Occurrences will be tracked over a Rolling Year,
2. Discipline will occur for Major Occurrences as follows:
  - a. On the 1st Major Occurrence, the employee's Department Manager will counsel and, in person orally warn the employee of the consequence of failing to abide by attendance and tardiness policy, and offer coaching and counseling to correct the issue,
  - b. On the 2nd Major Occurrence, the Department Manager will counsel and warn the employee in person of the consequence of failing to abide by attendance and tardiness policy. A written warning will be issued at this time,
  - c. On the 3rd Major Occurrence, a 3-day suspension without pay will be imposed,
  - d. On the 4th Major Occurrence, the employee will be terminated.
3. Any Major Occurrence which results in breach of patient care standards, endangers a patient or another employee, or results in serious damage, injury or loss to the hospital will, regardless of prior history, be treated as 3rd occurrence, and any subsequent occurrence within a Rolling Year thereafter will result in termination.
4. Aggravated No Call/No Show discipline:
  - a. On the first incident of aggravated no call/no show, the CNO will meet with the employee, review the facts of the incident and consider the employee's explanation, if any, and impose

- discipline which may consist of a written warning or a three (3) day unpaid suspension.
- b. On the second incident of an aggravated no call/no show, the employee may be discharged, subject to the CNO's right to impose lesser discipline upon consideration of the employee's demonstration of mitigating circumstances.
  - c. Employees shall be entitled to union representation, if requested, at any meeting regarding aggravated no call/no show, and any discipline resulting from an aggravated no call/no show shall be subject to grievance procedures, beginning at step 2 of the grievance procedure.
5. Discipline will occur for Minor Occurrences as follows:
- a. On the 3rd occurrence — the Department Manager, or her/his designee, will discuss the attendance and tardiness policy and Discipline Procedure, including the progressive steps of discipline if additional Occurrences occur. The employer will offer coaching and counseling to correct the tardiness issues. This will be an Oral Warning notice that the disciplinary procedure has begun.
  - b. On the 4th occurrence — Written Warning.
  - c. On the 5th occurrence — Final Written warning.
  - d. On the 6th occurrence — 3 day suspension without pay.
  - e. On the 7th occurrence — Termination.
6. In the event an employee is absent for three (3) consecutive days or more without notice or prior approval, such absence is viewed as job abandonment. The employee is then separated from employment as having voluntarily quit.

## **VI. Incentive Opportunities**

Employees with three (3) consecutive months of perfect attendance will have one (1) Minor Occurrence drop off of their attendance record. For the purposes of this Section VI, perfect attendance is defined as attendance without a chargeable occurrence.

## Appendix B Anti-Harassment Policy

Culbertson Hospital is committed to providing a working environment free of harassment and one in which its employees, patients, visitors, Medical Staff and others utilizing the facilities of Culbertson are treated with courtesy, respect and dignity. Culbertson Hospital will not tolerate or condone any actions by any person which constitutes harassment of an employee based upon race, color, religion, national origin, sex, age, sexual orientation, disability, marital status, or status as a Vietnam-era or disabled veteran. Harassment based upon membership in one or more of these protected classes is a violation of Title VII of the Civil Rights Act of 1964 and the Illinois Human Rights Act as well as other Federal and State laws.

For purposes of this Policy, Culbertson defines harassment as behavior which may be verbal, physical, or visual, and that has the intent or effect of interfering with an individual's employment, or creates an offensive, intimidating or hostile employment environment in or out of the hospital.

Pursuant to Title VII of the Civil Rights Act of 1964 and Section 2-101 of the Illinois Human Rights Act, sexual harassment is defined as:

Unwelcome sexual advances, requests for sexual favors and other verbal, written or physical conduct of a sexual nature, when:

1. Submission to such conduct is either made either explicitly or implicitly a term or condition of an individual's employment;
2. Submission or rejection is used as the basis for employment decisions affecting such individual's employment; or
3. Such conduct has the purpose or effect of interfering with an individual's work performance or of creating an intimidating, hostile or offensive working environment,

Culbertson's Anti-Harassment Policy applies to all Culbertson employees, patients, visitors, vendors, independent contractors, members of the Medical Staff and any other third parties that enter on to hospital premises for a legitimate purpose.

Examples of behavior and conduct that constitutes sexual harassment may include, but are not limited to, the following;

1. physical assault
2. direct or implied threats that submission to sexual advances will be a condition of employment, work status, compensation or promotion.
3. sexual advances, physical or implied, or direct propositions of a sexual nature. This activity may include inappropriate/

- unnecessary touching or rubbing against another, sexually suggestive or degrading jokes or comments, remarks of a sexual nature about one's clothing and/or body, preferential treatment in exchange for sexual activity, and the inappropriate display of sexually explicit pictures, printed materials, or objects.
4. a pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create, or has the effect of creating, discomfort and/or humiliation of another; or
  5. remarks speculating about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history, that do not serve a medical purpose.

Other examples of violations of Culbertson's Anti-Harassment Policy include, but are not limited to:

1. Remarks or discrimination or the creation of a hostile or intimidating environment in which verbal, written, or physical conduct because of its severity and/or persistence, is likely to interfere unreasonably with an individual's work, such conduct being directed at an individual because of race, national origin, disability, age, religion, sexual orientation, veteran status, or other legally protected classification.
2. Retaliation against a person who has made a report or filed a complaint alleging a violation of this Policy or who has participated as a witness in an investigation of an alleged violation. Examples of retaliation include, but are not limited to, threats, statements made to intimidate, and conduct resulting in making an employees job more difficult to perform.
3. Deliberate false accusations that an individual has violated this policy.

### **Violations of this Policy**

Employees who violate this policy are subject to discipline, up to and including discharge.

Others who violate this Policy may be subject to other consequences including, but not limited to, removal from hospital facilities and/or termination of contracts with the hospital.

### **Reporting Procedures**

It is the duty of all Culbertson employees, patients, visitors, independent contractors members of the Medical Staff and all others entering onto hospital premises for a legitimate purpose to report violations of this Policy.

Because Culbertson is committed to providing a facility free of harassment of any kind, violations of this Policy should be reported to the Administrative Assistant for Human Resources or to any member of Administration. You may also file a complaint with your Union representative, although filing a complaint with your Union representative only will not put Culbertson on notice of the alleged violation. If you choose to file a complaint with your Union representative, you should also file your complaint with the Administrative Assistant for Human Resources or another member of Administration.

Even if you have not been the subject of conduct that violates this Policy, but have witnessed such conduct, you should report the conduct (although the mere failure to report conduct that you have witnessed will not be considered a violation of this Policy).

### **Investigation**

Reports of violations of this Policy will be promptly investigated. All investigations will be confidential out of respect for the privacy of all parties involved, including the complainant, the individual accused of violating the policy and witnesses. Any information provided to any person involved in the alleged violation of the Policy, or the investigation, will be on a need to know basis only.

Violations of this Policy may result in discipline up to and including discharge. Employees violating this Policy shall be disciplined in accordance with the protections as may exist under the terms of any relevant collective bargaining agreement.

# Appendix C

## Spousal Equivalent Form

I, \_\_\_\_\_ submit this certification of spousal equivalency to establish bereavement benefits at Culbertson Hospital. I declare and acknowledge that my spousal equivalent, \_\_\_\_\_ and I meet the following criteria:

- We reside together and intend to do so indefinitely.
- We are not related by blood to a degree of closeness that would prohibit legal marriage.
- We are mutually responsible for basic living expenses.
- We both meet the minimum age of consent requirements in Illinois.
- Neither of us is married to anyone else.

I affirm that the statements in this certification are true.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## **Appendix D Loan Forgiveness**

The Employer has a program of providing loans and loan repayment for eligible employees pursuing, or who have pursued, a course of study leading to a Diploma in Registered Nursing, an Associate's Degree in Nursing or a Bachelor of Science Degree in Nursing.

The following shall apply to those Registered Nurses who become employed by Employer and have been provided loans by Employer for their course of study.

For each year the eligible employee remains employed on a full-time basis (employment year), Employer shall forgive an amount equal to the amount loaned for one academic year plus accrued interest. An employment year is the twelve-month period following the commencement of employment or the twelve-month period following the anniversary date of employment. The loans shall be forgiven in the order in which they were made to the employee.

If the employee does not remain employed for a full employment year, after receipt of benefits under this Policy, either due to voluntary termination by employee or involuntary termination by Employer for cause, the total amount of the loan will become due and payable to Employer on the termination date.

If after the first anniversary after receipt of benefits under this Policy the employee voluntarily terminates his/her employment or is terminated from employment by Employer for cause, the loan amount due shall be determined as of the end of the prior employment year and the amount not forgiven shall be due and payable to Employer on the termination date.

Any amount forgiven is taxable to the employee as income in the year it is forgiven and the Employer shall provide to employee a Form 1099 or other appropriate IRS reporting form.

Issues relating to the forgiveness of any loan or the repayment of any loan by an employee to the Employer shall not be subject to the Grievance Procedure contained in this Agreement. All decisions relating to the collection of loan amounts due and the enforcement of any agreement made by employee prior to employment with Employer shall be made at the discretion of the Employer. Nothing in this section, however, constitutes a waiver of the right to file a grievance over an employee's termination for just cause.

The Employer has a program of repaying educational loans, received from sources other than Employer, of Registered Nurses who apply for employment with, and become employed by, Employer.

The following shall apply to the repayment of loans of Registered Nurses received from sources other than Employer:

When eligible, the employee shall provide to CMH the pay-off amount of any loans (up to the amount of contribution by CMH), along with all information required for repayment of the loan or loans, or the agreed upon portion thereof.

The employee shall sign a promissory note for the amount advanced by CMH for repayment of the loan or loans, or the agreed upon portion thereof. The promissory note shall accrue interest on the outstanding balance at a rate determined by CMH.

For each year of full-time employment after receipt of benefits under this Policy, an amount equal to the loan received by the employee during the course of his/her education for one academic year (as defined above) shall be forgiven, up to \$10,000 per year with a maximum possible total forgiveness amount of \$30,000 per employee.

If the employee does not remain employed for a full employment year after receipt of benefits under this Policy, either due to voluntary termination by the employee or involuntary termination by CMH for cause, the total amount of the loan will become due and payable to CMH on the termination date.

If, after the first employment year after receipt of benefits under this Policy, the employee either voluntarily terminates his/her employment or is terminated from employment by CMH for cause, the loan amount due shall be determined as of the end of the prior employment year and the amount not forgiven shall be due and payable to Employer on the termination date.

Any loan amount forgiven is taxable to the employee as income in the year it is forgiven and CMH shall provide a Form 1099 or other applicable IRS reporting form.

Issues relating to the forgiveness of any loan or the repayment of any loan by an employee to the Employer shall not be subject to the Grievance Procedure contained in this Agreement. All decisions relating to the collection of loan amounts due and the enforcement of any agreement made by employee shall be made at the discretion of the Employer. Nothing in this section, however, constitutes a waiver of the right to file a grievance over an employee's termination for just cause.

Only courses of study providing benefit to the Employer, as determined by the Employer, regardless of the proposed degree, shall be eligible for loan forgiveness or repayment benefits. Employees who receive loan forgiveness or repayment

benefits pursuant to this Appendix D shall not be entitled to benefits for a second course of study.

Loan forgiveness and repayment benefits shall be subject to the terms and conditions of the Hospital's Loan Forgiveness Policy, and the agreements of the Hospital's Loan Forgiveness Application.

No employee will be eligible for benefits under this provision prior to completion of one (1) year of service.

## Appendix E

### PURPOSE:

The purpose of this policy is to emphasize Schuyler County Hospital District's (the "Hospital") commitment to providing a safe and healthy environment for our patients, employees, providers, volunteers, and the general public. This policy is an endorsement of the Hospital's mission of enhancing patient lives and dedication to improving the health and wellness of our healthcare professional team.

### POLICY:

The Hospital and all facilities owned by the Hospital are designated as Smoke Free in order to provide and maintain a safe and healthy environment for all employees and visitors. This policy applies to employees, contractors, medical staff, students, patients, visitors, volunteers and vendors of the Hospital.

Tobacco products are prohibited within 15 feet of all facilities and property used by the Hospital. This policy applies to all tobacco and nicotine products, including cigarettes, cigars, pipes, herbal tobacco products, chewing tobacco and electronic cigarettes.

Once registered, patients are not allowed to leave the facility to smoke. If the patient chooses to leave the facility against medical advice for the purpose of smoking an AMA form will be completed and the patient discharged.

### PROCEDURE:

1. The use of any of the tobacco products stated is prohibited within any facility or on any grounds, parking lots or inside vehicles that are owned or leased by the Hospital, or inside personal vehicles while parked on property owned by the Hospital. There are no designated smoking areas on the campus or properties of the Hospital.
2. Communication of this policy is relayed thru signage at campus entrances, building entrances, parking areas and reminders from staff when necessary. Patients, visitors, applicants, vendors and others will be notified of the Smoke Free Policy by clear signage at entrance to all facilities. All employees are authorized and encouraged to communicate this policy, with courtesy and diplomacy, especially with regard to patients and visitors.
3. Employees found to be in violation of this policy will be subject to disciplinary action up to and including termination as adherence to this policy is a condition of continued employment with the Hospital. Guidelines are as follows:

- a) The use of tobacco products while being paid by the Hospital or representing the Hospital is prohibited.
  - b) Employees that continue to use tobacco products during working hours must clock out and leave the Hospital grounds to do so. This constitutes leaving the Hospital grounds for personal business and will not be paid time. Employees will clock back in upon returning to work. If the employee fails to properly clock in and out, progressive discipline will be followed. Missed time cannot be made up at the end of a shift unless approved by the manager of the department.
  - c) Employees are not to leave the Hospital grounds without their supervisors' permission. Supervisors must be notified upon return to work.
  - d) Two paid break periods are provided each shift providing the employee remains on the Hospital property. Those employees that leave the Hospital property for anything other than hospital business will not be paid. The break periods are to be used for the employees to take care of personal needs and must be limited to fifteen minutes each. Break periods are a privilege granted to employees, Illinois has no law regarding breaks (820 ILCS 140/3) . When duty dictates, breaks should not be taken, nor should departments be left unmanned.
4. All staff will be responsible for the enforcement of this policy. Any colleague, patient, or guest violating the smoke free policy will be asked by a fellow colleague or member of management to discontinue using their tobacco product. Supervisors are responsible for managing this policy within their respective work areas. Departments Managers and/or Supervisors are responsible for upholding this policy.

If you smoke and want to quit, or know someone who wants to quit, call the Illinois Tobacco Quit Line toll-free at **866-QUIT-YES (866-784-8937)**, which is operated by the [American Lung Association](#) in collaboration with the Illinois Department of Public Health. This free telephone service provides smokers and people who want to help them quit with information and advice about how to quit successfully. They may also go to the Illinois Department of Public Health's website at [www.smoke-free.illinois.gov](http://www.smoke-free.illinois.gov).